CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● JULY 13, 2021

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

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

A. CALL TO ORDER

July 13, 2021 Citrus County Courthouse
The meeting was called to order at 1:00 PM

1. Invocation

Commissioner Holly Davis led the invocation.

2. Pledge of Allegiance

Commissioner Holly Davis introduced Army Specialist Samuel McMechan who led the Pledge of Allegiance.

3. Roll Call

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

4. Approval of Agenda

Chairman Scott Carnahan requested the addition of item E14 and additional information for items B1 and M1.

Clerk's Note: Item B1 was referencing the special meeting held on July 12, 2021.

. Motion to approve the agenda with the changes.

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

B. CONSENT

Motion to approve the Consent Agenda.

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

Minutes

B.1. Board of County Commissioners - Public Workshop - Jun 8, 2021 9:00 AM

B.2. Board of County Commissioners - Public Workshop - Jun 8, 2021 9:15 AM

B.3. Board of County Commissioners - Regular Meeting - Jun 8, 2021 1:00 PM

B.4. Board of County Commissioners - Public Workshop - Jun 22, 2021 9:00 AM

B.5. Board of County Commissioners - Regular Meeting - Jun 22, 2021 1:00 PM

Administration

No items.

Attorneys Office

No items.

Clerk

No items.

Community Services

B.6. Deletion of Surplus Property - Konica Minolta Copier

Approve deletion of the following items from the inventory of Parks and Recreation and the removal of same items from the county's capital asset listing: Asset # 19900 - Konica Minolta Copier

B.7. Public Transportation Agency Safety Plan - 2021 Revision

Approve and adopt the annual update to the Citrus County Transit's Public Transportation Agency Safety Plan - 2021 Revision.

B.8. Youth Athletic Organization Agreement - West Citrus Soccer Club

Approve and authorize the Chairman to execute the Youth Organization Agreement between Citrus County and West Citrus Soccer Club for the 2021-2022 season

Fire Services

No items.

Human Resources

No items.

Management and Budget

No items.

Planning and Development

B.9. PLT-21-02 - Final Plat for Wilson Subdivision

a. Review and approve application PLT-21-02, Highlands South Medical.

b. If approved, direct the Chair to sign the Plat and the Clerk to execute the plat into the public records of Citrus County, Florida.

Public Works

B.10. 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 Mr. Harper (renewal).

B.11. Release of Lien

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

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

Systems Management

No items.

Visitors and Convention Bureau

No items.

Water Resources

B.12. Connection Fee Lien Agreement - Driggers

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

B.13. Connection Fee Lien Agreement - Chevere

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

B.14. Release of Lien - Connection Fee Lien Agreement

Approve and authorize the Chairman to execute the Release of Liens for the following Connection Charge Installment Lien Agreements: Laura Grady, Keith Canfield, Perry Hammer, Roger Sheldon, Lonnie & Rhonda Rogers, and James A Glass.

Set Public Hearings

B.15. Proposed Utility Availability Assessment Roll for FY 2021-2022

a. Adopt and authorize the Chairman to execute a Resolution for the proposed Utility Availability Assessment Roll for FY 2021-2022 relating to the provision of utility availability services in the unincorporated area of the county; estimating the cost of utility availability services to be assessed for the fiscal year commencing October 1, 2021; determining that certain real property will be specially benefited thereby; establishing the method of assessing the utility availability service cost against the real property that will be specially benefited thereby; directing the county manager to prepare or direct the preparation of a preliminary assessment roll based upon the methodology set forth herein; establishing a public hearing to consider imposition of the proposed service assessments and the method of their collection and directing the provision of notice in connection therewith; providing for severability; and providing an effective date.

b. Set a public hearing on August 24, 2021, at 2:00 P.M. regarding the Proposed Utility Availability Assessment Roll for FY 2021-2022.

Resolution Number 2021-059

B.16. Preliminary Rate Resolution for Fire Protection Services

a. Adopt and authorize the Chairman to execute the Preliminary Rate Resolution for Fire Protection Services for FY 2021-22.

b. Set a public hearing on August 24, 2021 at 2:05 P.M. to consider adopting fees and assessment rates for Fire Protection Services for FY 2021-22 and adopting the Fire Protection Services assessment roll prepared by the Property Appraiser's Office.

Resolution Number 2021-060

B.17. Certification of the 2021-22 Non-Ad Valorem Assessment Rolls

a. Adopt and authorize the Chairman to execute a preliminary rate resolution of Citrus County, Florida relating to the Certification of the Fiscal Year 2021-2022 Non-Ad Valorem Assessment Rolls.

b. Set a public hearing on Tuesday, August 24, 2021, at 2:10p.m. for the purpose of hearing public comment on the adoption of a final rate resolution adopting and certifying the countywide non-ad valorem assessment rolls for FY 2021-2022 which includes assessments for street lighting, neighborhood beautification, roadway maintenance and improvements, and water and wastewater assessments within the various assessment areas in compliance with Florida Statutes Chapter 197.3632.

Resolution Number 2021-061

B.18. Proposed 2021 Property Abatement Assessments

a. Adopt and authorize the Chairman to execute a Resolution for the 2021 Property Abatement Assessments relating to the provision of property abatement services; describing the method of assessing property abatement service costs against assessed property located within Citrus County, Florida; determining the property abatement service costs and the initial property abatement special assessments; directing the preparation of an assessment roll, authorizing a public hearing and directing the provision of notice thereof and providing for an effective date.

b. Set a public hearing on August 24, 2021, at 2:15 P.M. regarding the 2021 Property Abatement Assessments.

Resolution Number 2021-062

C. PROCLAMATIONS

Motion to approve items C1 and 2.

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

1. Proclamation Bereaved Parents Month

Approve and authorize the Board to proclaim the month of July 2021, as Bereaved Parents Month in Citrus County, Florida.

2. Proclamation: Smart Irrigation Month

Approve and authorize the Board to execute a Proclamation declaring July 2021 as Smart Irrigation Month in Citrus County.

D. OPEN TO THE PUBLIC

The following individuals addressed the Board on various issues: John Labriola; Billy Cayce; Melody Candiloro; Mary Seader; Dorothy Baron-Clarke; Marcia Jewell; Peggy Joseph; Lynette Gee; Millie Candarini: Jerry McCarthy; Dan Hilliard; Tracy Wyatt; David Desautell; Lee Spallas: Edwin Roberts; Mark Conley; Stephanie Gombrelle; Ray Kalavsky; Janet Barek; Michael Weirich, on behalf of Too Far Water and Natural Resource Foundation ; Margaret Mardis; Edna Bachman: Cori Welbes; Debbie Wheatley; Vickie Robinson; Ron Kostreba; Sabrina Watson; Renee Christopher McPheeters; Steve Mecler; Nyla Best; Connie Martin Carter; Harvey Gerber, former President of the Civic Association; and Mike Belkin, President of the Beverly Hills Civic Association.

Commissioners responded to comments from the public.

E. REGULAR BUSINESS

1. Bids

Motion to approve items E1a through e.

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

a. ITB 21-063 Sea Otter Path Sewer Addition; Constantine Constructors, LLC

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Constantine Constructors, LLC to provide complete construction of the Sea Otter Path Sewer Addition Project along South Garcia Road and Sea Otter Path.

b. ITB 20-044 Amendment No. 1; Montezuma Waters Septic to Sewer Modifications; Constantine Constructors, LLC

Approve and Authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and Constantine Constructors, Inc. to extend the completion date to September 27, 2021.

c. ITB 20-036 Amendment No. 3; Forest View & Stonebrook Mobile Home Parks Waste Water Systems Modification; Constantine Constructors, LLC

Approve and Authorize the Chairman to execute Amendment No. 3 to the Agreement between Citrus County, Florida and Constantine Constructors, LLC to modify the completion date.

d. ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.

a. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Gilmer Lawn Service, Inc. to provide mowing at the Crystal River and

Inverness Airports.

b. Approve related Budget Transfer

e. RFP 19-059 Amendment No. 2; Real Estate Brokerage Services; One Real Estate, Inc

Approve and Authorize the Chairman to execute the Amendment No. 2 to the Agreement between Citrus County, Florida and One Real Estate, Inc. to provide real estate services for the sale of the Betz Farm Property.

E.2. Budget Transfers

Approve budget transfers for Solid Waste, Various Community Services Departments (6), Fire (2), Economic Development, Aquatics, Phone System, County Administrator, Utilities, Supervisor of Elections, Administrative Services and Road Maintenance for fiscal year 2020-21.

Motion to approve item E2.

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 Parks and Recreation, Aid to Libraries, Capital Improvement, Aquatic Plant Control, Inverness Airport T-Hangar vehicle parking, HAVA Elections Security and FDEP Sewer Connection Incentive grant budgets for fiscal year 2020-21.

Motion to approve item E3.

Resolution Number 2021-063

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. Release of Retainage ITB 20-001 – Crystal River Airport 10 Unit T-Hangar and Taxilane Project.

a. Accept the completed Project ITB# 20-002 Crystal River Airport 10 Unit T-Hangar and Taxilane Project.

b. Approve and authorize the Clerk's Office to release the retainage in the amount of $61,290.20 to the contractor, Mar-Con Construction, LLC., and return the remaining funds of $63,996.04 back to the appropriate accounts.

Motion to approve item E4 a 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

E.5. Med-Trans Florida COPCN

Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity to Med-Trans Florida for Advanced Air Life Support service in Citrus County. This Certificate of Public Convenience and Necessity shall be valid until September 30, 2026.

At the request of Chairman Scott Carnahan, County Administrator Charles R. Oliver provided clarification.

Motion to approve item E5.

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

E.6. Old Homosassa Downtown West LP0901A Amendment 1

Approve and authorize the Chairman to execute the Amendment #1 to Agreement

LP09016A between the Florida Department of Environmental Protection and Citrus

County, Florida.

Motion to approve item E6.

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

E.7. Memorandum Of Understanding for E911 Services

Approve and authorize the Chairman to execute a Memorandum of Understanding with Citrus County Sheriff's Office (CCSO) establishing roles and responsibilities for providing emergency dispatch services at the Communications Center to perform the general functions for Citrus County Fire Rescue beginning on October 1, 2021 and ending on September 30, 2022.

Motion to approve item E7.

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

E.8. Administrative Regulation 9.06-3 Emergency Purchases

Approve and adopt Administrative Regulation 9.06-3 Emergency Purchases.

Motion to approve item E8.

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.9. Trailhead Connector Signage

Approve and authorize installation of signage indicating park hours, dusk to dawn, "No Overnight Parking or Camping", per ordinance chapter 74, section 74-41, at the following three trailhead connectors: Crooked Branch, Hernando, and CR 486/Meadowcrest.

Motion to approve item E9.

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

E.10. Settlement Agreement and General Release

Approve and authorize the Chairman to execute the Settlement Agreement and General Release between Olen Ray Oates, Jr., and Citrus County Board of County Commissioners in the total amount of $30,000.

Motion to approve item E10.

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.11. Proposed Stormwater MSBU for Fiscal Year 2021-2022.

a. Adopt and authorize the Chairman to execute a Resolution of Citrus County, Florida, relating to the proposed Stormwater MSBU to fund the provision of stormwater management services, facilities, and programs within the unincorporated area of the County for Fiscal Year 2021-2022.

b. Authorize Chairman to execute the Government Services Group, Inc., proposal for mailing Stormwater Assessment First Class Notices for fiscal year 2021-2022.

c. Approve related budget transfer.

County Administrator Charles R. Oliver and Sandi Walker, with Government Services Group responded to questions from the Board, followed by Board discussion with County Attorney Denise A. Dymond Lyn and Ms. Walker.

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

. **Motion to approve item E11a, b, and c. There are no exceptions for this assessment, except for government.**

The following citizens commented: Janet Barek, on behalf of Citrus Springs Civic Association; Edwin Roberts; Jeanne McIntosh; and Josh Wooten.

Commissioners, Mr. Oliver, and Ms. Lyn responded to comments from the public, followed by Board discussion with Ms. Walker.

RESULT:	**DEFEATED [1 TO 4]**
MOVER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Schlabach
NAYS:	Carnahan, Kitchen Jr., Kinnard D.C., Davis

. **Motion to approve item E11a, b, and c.**

Janet Barek, representing Citrus Springs Civic Association commented.

Commissioners responded to comments from Ms. Barek.

Resolution Number 2021-064

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

E.12. Homosassa River Hells Gate

Approve and authorize the Chairman to send letter to Congressman Webster requesting his assistance in getting the United States Coast Guard to evaluate this area of the Homosassa River known as Hells Gate and make the necessary improvements warranted.

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

Motion to approve item E12.

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

E.13. Final MPO Interlocal Funding Agreement

Approve the MPO Interlocal Funding Agreement with Hernando County.

Motion to approve item E13.

Commissioner Jeff Kinnard, D.C. commented, followed by Board discussion.

Motion was amended to include items a, b, and c, not a, b, and d.

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

E.14. Request from Solid Rock Church to use vacant lot *- Item received after the agenda was published.*

Authorize the Chairman to allow a facilities use permit for Solid Rock Church to use the Vacant lot as parking for a one-day event subject to receipt of insurance acceptable to the Risk Manager and approval of the County Attorney's Office.

Motion to approve item E14.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
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		LifeStream Developing Alternate Plan
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	TBD		Board decided to use Design Build process
5.	12/8/2020 RETREAT	Consider Half Cent Local Option Sales Tax	Randy Oliver Commissioners			
7.	3/23/2021	Mother-in-law Suites in Impact Fees	Mike Sherman	6/24/2021		Scheduled for PDC on 6/22/21
8.	4/13/2021	Hall's River Road Multi-Purpose Path	Randy Oliver	TBD		Board decided to look at completing in phases (first phase Crumps to River Haven)
9.	5/11/2021	Review Process and cost for rental rates to Non-Profits	Colleen Scott/ Randy Oliver	7/13/2021		Waiting for Building Maintenance & Utility charges from Facilities
10.	5/26/21	Code Enforcement Workshop	Scott McKinney/ Randy Oliver		COMPLETED	
11.	5/26/2021	Workshop on Irrigation	Ken Cheek / Randy	7/13/2021		Workshop set for

		and Landscaping	Oliver			July 13, 2021
12.	6/23/2021	List of Organizations County Belongs to	Colleen Scott/ Randy Oliver	7/13/2021	COMPLETED	Email sent 6/29/2021

County Administrator Charles R. Oliver requested the deletion of items 10 and 12.

Board discussion ensued.

. **Motion to approve item F with the deletion of items 7, 10, and 12, adding two tracking items for building fund and water restrictions.**

Citizen Janet Barek commented.

Board responded to comments from Ms. Barek

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

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

G.1. RFQ for planning/land development code consulting services

Direct staff to prepare and advertise an RFQ for planning and land development code services for the 3 interchange management areas.

County Administrator Charles R. Oliver presented the recommendation, followed by Board discussion with Mr. Oliver.

Motion to approve item G1.

Bill Hunter, on behalf of Pine Ridge Property Owners Association and Josh Wooten, President and CEO of Citrus County Chamber of Commerce commented.

Commissioners responded to comments from the public and Mr. Wooten responded to the Board, followed by Board discussion with Mr. Oliver.

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

G.2. Homosassa River Slow Speed Zone

Discussion and direct staff to:

a. Apply for a Florida Uniform Waterways Marker permit with the Florida Fish & Wildlife Conservation Commission

b. Create an ordinance, with the assistance of the Florida Fish & Wildlife Conservation Commission, for a boating safety zone on the Homosassa River from Monkey Island to the East side of Homosassa Springs Marina.

c. Approve staff to obtain quotes for a vessel traffic study.

County Administrator Charles R. Oliver presented the recommendation.

Motion to approve item G2a, b, and c.

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. American Rescue Plan Projects

a. Approve the list of American Rescue Plan Act (ARPA) water and wastewater projects and authorize staff to add them to the Capital Improvement Plan.

b. Establish a maximum individual residential parcel assessment amount of $6,000 for septic to sewer projects that occur within the time that ARPA funds are available and, if assessments would be greater than $6,000, authorize the use of ARPA funds to buy the assessments down to that amount.

County Administrator Charles R. Oliver presented the recommendation and responded to questions from the Board, followed by Board discussion.

Citizens Josh Wooten and Janet Barek, representing Citrus Springs Civic Association commented.

Commissioners responded to comments from the public.

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

. Motion to approve item G3a.

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

. Motion to approve item G3a and b.

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

H. PRESENTATIONS/PUBLIC HEARINGS

H.1. 2:00 PM Public Hearing on Chapter 102 Section 101: Wastewater Connections

a. Conduct a Public Hearing on an Ordinance of Citrus County, Florida, a political subdivision of the State of Florida, pertaining to Citrus County Code Enforcement, amending Chapter 102 entitled "wastewater connections"; amending Article V, Section 20-54(b)(1); amending Article VII, Section 102-101; providing for severability; providing for modifications that may arise from consideration at public hearing; providing for inclusion into the code; and providing for an effective date.

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

County Administrator Charles R. Oliver presented the recommendation.

County Attorney Denise A. Dymond Lyn read the proposed ordinance title into the record.

There were no public comments.

Motion to approve item H1.

Ordinance Number 2021-A16

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

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

Josh Wooten, President and CEO of Citrus County Chamber of Commerce provided an announcement regarding the hire of the CORE group, followed by Chairman Scott Carnahan discussing the funding.

J. COMMITTEE REPORTS FROM COMMISSIONERS

Chairman Scott Carnahan announced his appointment on the Small County Coalition Executive Board.

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

First Vice Chairman Ronald E. Kitchen, Jr. announced a future meeting and gave an overview from the Tourist Development Council (TDC), announced a future meeting with Tampa Bay Regional Planning Council (TBRPC), and announced a meeting with the Sugarmill Woods Leadership Group of the Sugarmill Woods Property Owners Association.

K. COMMISSIONER HOLLY L. DAVIS - DISTRICT 5

K.1. Lease Pleasant Grove Fire Station (Fire Station 19)

Lease the Pleasant Grove Fire Station (Station# 19) to the Community Food Bank for $1.00 from July 15, 2021 until November 30, 2021 with the Food Bank responsible for all maintenance and utilities.

Commissioner Holly Davis provided the recommendation.

Motion to approve item K1.

Board discussion ensued.

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

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

No items.

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

M.1. Discuss Potential Improvements to Beverly Hills Area.

Request Board support to offer these three options to the citizens to choose one with the understanding the County will fund the option selected.

Second Vice Chairman Ruthie Schlabach provided the recommendation, followed by Board discussion.

Motion to bring the three options forward to the citizens at a town hall meeting was made by Second Vice Chairman Ruthie Schlabach and Seconded by Commissioner Holly Davis.

Board discussion continued.

The following individuals commented: Lee Levering; Mike Mundie; Janet Barek, representing Citrus Springs Civic Association; Edwin Roberts; Margaret Mards; and Josh Wooten, President and CEO of Citrus County Chamber of Commerce.

Consensus of the Board was for Second Vice Chairman Ruthie Schlabach to have a town hall meeting to present the options.

Motion and Second was rescinded.

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

No items.

O. CHAIRMAN SCOTT CARNAHAN - DISTRICT 4

O.1. Annual Evaluation for County Attorney

Discussion and vote on County Attorney Denise Lyn's annual review to include salary adjustment.

Commissioners provided their recommendations.

Motion to give the County Attorney Denise Lyn's annual evaluation the highest mark, and approve her for the salary increase the rest of the staff received.

Board discussion ensued.

County Attorney Denise A. Dymond Lyn commented.

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

O.2. Eden Case Annexation

Provide staff direction on whether or not to proceed.

Chairman Scott Carnahan provided the recommendation, followed by Board discussion.

Motion to withdraw the motion to collect fees and not proceed to seek Attorney fees for the Eden Annexation Case.

Board discussion continued with County Attorney Denise A. Dymond Lyn.

Amended the motion to include Attorney fees and costs.

The following individuals addressed the Board: Josh Wooten, President and CEO of the Citrus County Chamber of Commerce and Janet Barek, representing the Citrus Springs Civic Association.

Commissioners responded to comments from the public.

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

. Continued - Eden Case Annexation

County Administrator Charles R. Oliver addressed the Board, followed by Board discussion with County Attorney Denise A. Dymond Lyn.

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

No items.

Q. OPEN TO THE PUBLIC

Janet Barek, representing the Citrus Springs Civic Association addressed the Board.

Commissioners responded to comments from Ms. Barek.

R. UPCOMING MEETINGS

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

2. Regular Meeting: **August 10, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Regular Meeting: **August 24, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

1. Preliminary Budget Hearing: Library Special District WEDNESDAY July 28,2021 at 8:30 AM Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Preliminary Budget Hearing: Fire Protection Special District WEDNESDAY July 28, 2021 at 8:45 AM Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Preliminary Budget Hearing: BOCC WEDNESDAY, July 28, 2021 at 9:00 AM Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

T. 5:01 P.M. PUBLIC HEARINGS

No items.

U. ADJOURN

The meeting was adjourned at 5:49 PM

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● JUNE 8, 2021

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

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

A. CALL TO ORDER

June 08, 2021 Citrus County Courthouse
The meeting was called to order at 9:17 AM

1. Invocation

First Vice Chair Ronald E. Kitchen, Jr., performed the invocation.

2. Pledge of Allegiance

3. Roll Call

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

Minutes Acceptance: Minutes of Jun 8, 2021 9:00 AM (Minutes)

B. WORKSHOP PROPOSED STORMWATER MSBU

B.1. Workshop - Proposed Stormwater MSBU

Conduct a public workshop on Tuesday, June 8, 2021, at 9:00 a.m. regarding the proposed Stormwater MSBU and receive policy direction from BOCC regarding:

- Notice to Proceed with Implementation
- Implementation Schedule
- Rates
- Funding Level
  - MSBU
  - MSTU
    - Maximum Notice Rate
- Exemptions
- Government Parcels
- Institutional Tax-Exempt Parcels

John Minton with DRMP, Inc., and Sandy Walker representing Government Services Group, Inc. (GSG) provided a presentation and responded to questions from the Board.

C. OPEN TO THE PUBLIC

Citizens Janice Hampton and Bill Hunter addressed the Board. Commissioners responded to comments from the public.

D. 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

E. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

1. Workshop: Irrigation and Landscaping, June 22, 2021, 9:00 AM Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
2. Workshop: Code Enforcement, June 22, 2021, 9:15 AM Citrus County Courthouse,

Minutes Acceptance: Minutes of Jun 8, 2021 9:00 AM (Minutes)

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

F. ADJOURN

The meeting was adjourned at 10:30 AM

Minutes Acceptance: Minutes of Jun 8, 2021 9:00 AM (Minutes)

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● JUNE 8, 2021

Public Workshop | **Citrus County Courthouse** | **9:15 AM**

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

A. CALL TO ORDER

June 08, 2021 Citrus County Courthouse
The meeting was called to order at 10:32 AM

1. *Invocation*

The invocation was not conducted.

2. *Pledge of Allegiance*

The Pledge of Allegiance was not conducted.

3. *Roll Call*

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

Minutes Acceptance: Minutes of Jun 8, 2021 9:15 AM (Minutes)

B. WORKSHOP

B.1. Workshop - Proposed Projects and Funding Sources

Conduct a public workshop on Tuesday, June 8, 2021 at 9:00 a.m. regarding capital projects and funding sources.

County Administrator Charles R. Oliver provided a presentation regarding the following proposed projects and responded to questions and comments from the Board: Inverness Airport Industrial Business Park, Animal Shelter, Coke building, Fort Island Trail Multi Purpose Path, Halls River Trail Multi Purpose Path, Ozello Road, Dog Parks, Road Resurfacing, and American Rescue Plan Act (ARPA) Projects. During the presentation, Engineering Director Brian Kaufman and Lobbyist Gene McGee discussed options for the multi-purpose path along Fort Island Trail.

C. OPEN TO THE PUBLIC

Citizens Janice Hampton, Wanda Moak, Pam Williamson, Judy Glick, and Edwin Roberts addressed the Board.

D. 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

E. 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 9:00 AM Citrus County Courthouse, 110 N. Apopka Ave. Inverness, Florida 34450

F. ADJOURN

The meeting was adjourned at 12:24 PM

Minutes Acceptance: Minutes of Jun 8, 2021 9:15 AM (Minutes)

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● JUNE 8, 2021

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

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

A. CALL TO ORDER

June 08, 2021 Citrus County Courthouse
The meeting was called to order at 1:00 PM

1. Invocation

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

2. Pledge of Allegiance

Mary West and Jo Monty led the Pledge of Allegiance.

3. Roll Call

Attendee Name	Title	Status	Arrived
Scott Carnahan	Chair, District 4	Present	
Ronald E. Kitchen Jr.	1st Vice Chair, District 2	Present	
Ruthie Davis Schlabach	2nd Vice Chair, District 3	Present	
Jeff Kinnard D.C.	Commissioner District 1	Present	
Holly L. Davis	Commissioner, District 5	Present	
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 Jun 8, 2021 1:00 PM (Minutes)

4. Approval of Agenda

County Administrator Charles R. Oliver requested the addition of items G2, G3, and E9.

. Motion to approve the agenda with the additions.

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

B. CONSENT

Motion to approve Consent Agenda.

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

Minutes

B.1. Board of County Commissioners - 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

Not items.

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.

Minutes Acceptance: Minutes of Jun 8, 2021 1:00 PM (Minutes)

Community Services

No items.

Fire Services

No items.

Human Resources

No items.

Management and Budget

No items.

Planning and Development

No items.

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

No items.

Water Resources

No items.

Set Public Hearings

No items.

C. PROCLAMATIONS

No items.

Minutes Acceptance: Minutes of Jun 8, 2021 1:00 PM (Minutes)

D. OPEN TO THE PUBLIC

Citizens Robert Crawford, Burney Hiers, Kate Spratt, John Labriola, Frank Kapocsi, Mark Bateman, Robert Croft, Brenda McKenzie, Michael Perry, Pete Cuccaro, Bill Hunter, Rex Williams, Terry Cooper, Ken Dumovich, and Carlos Dias addressed the Board on various issues. Commissioners responded to comments from the public.

E. REGULAR BUSINESS

1. Bids

Motion to approve items E1a through E1e.

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

a. 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

Minutes Acceptance: Minutes of Jun 8, 2021 1:00 PM (Minutes)

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.

Motion to approve item E2.

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

E.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.

Motion to approve item E3.

Resolution Number 2021-049

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

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.

Motion to approve item E4.

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

E.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.

Motion to approve item E5a and b.

Minutes Acceptance: Minutes of Jun 8, 2021 1:00 PM (Minutes)

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.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.

Motion to approve item E6.

Prior to the vote, citizen Edwin Roberts commented.

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

E.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.

Motion to approve item E7.

Prior to the vote, City of Crystal River Manager Ken Frink commented.

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

E.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.

Motion to approve item E8.

Resolution Number 2021-050

Minutes Acceptance: Minutes of Jun 8, 2021 1:00 PM (Minutes)

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. Release of Retainage ITB 20-001 Crystal River Airport & Taxi lane Project *- Item received after the agenda was published.*

Approve reduction in retainage ITB #20-001, Crystal River Airport 10 Unit T-Hangar and Taxilane Project to 5% and authorize the Clerk to process the partial release of retainage in the amount of $57,701.31 to the contractor, Mar-Con Construction, LLC.,

Motion to approve item E9.

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

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

Minutes Acceptance: Minutes of Jun 8, 2021 1:00 PM (Minutes)

County Administrator Charles R. Oliver noted the Workshop on Irrigation and Landscaping would be rescheduled, otherwise there were no changes to Outstanding Commission Items.

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

G.1. Informational - HB 337 Impact Fees

Informational - HB 337 relating to Impact Fees

County Administrator Charles R. Oliver provided a brief overview.

G.2. Confirm Amanda Woodward as Emergency Management Director *- Item received after the agenda was published.*

Confirm Amanda F. Woodward as Emergency Management Director.

Motion to approve item G2.

Prior to the vote, Amanda Woodward addressed the Board.

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

G.3. Discussion on Burn Ban *- Item received after the agenda was published.*

a. Discussion on burn ban.

b. Motion and vote to ratify the Administrator's suspension of the burn ban.

c. Approve and authorize the chairman to execute a resolution rescinding the burn ban enacted on June 2, 2021.

Motion to approve item G3.

Resolution Number 2021-053

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

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

Minutes Acceptance: Minutes of Jun 8, 2021 1:00 PM (Minutes)

Citrus County Clerk of the Circuit Court and Comptroller Angela Vick briefly discussed the audit.

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

No items.

J. COMMITTEE REPORTS FROM COMMISSIONERS

No items.

K. COMMISSIONER HOLLY L. DAVIS - DISTRICT 5

Commissioner Holly Davis spoke about a local homeless woman.

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

No items.

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.

Board discussion ensued. County Administrator Charles R. Oliver stated staff would bring back a proposed schedule and methodology.

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.

Motion to direct the County Attorney to work with the Homosassa Springs residents to draft an enforceable ordinance to come back before the Board for public hearing.

Prior to the vote, citizens Kate Spratt and Frank Kapocsi commented and Sheriff Mike Prendergast presented information. Discussion ensued.

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

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.

Minutes Acceptance: Minutes of Jun 8, 2021 1:00 PM (Minutes)

Motion to follow the direction of the governor.

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

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

No items.

Q. OPEN TO THE PUBLIC

There were no comments from 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.

County Attorney Denise A. Dymond Lyn reviewed the request.

Senior Planner Amy Bidwell provided the staff presentation.

There was no public comment.

Motion to approve transmittal.

Minutes Acceptance: Minutes of Jun 8, 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

U. ADJOURN

The meeting was adjourned at 5:04 PM

Minutes Acceptance: Minutes of Jun 8, 2021 1:00 PM (Minutes)

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● JUNE 22, 2021

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

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

A. CALL TO ORDER

June 22, 2021 Citrus County Courthouse
The meeting was called to order at 9:00 AM

1. Invocation

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

2. Pledge of Allegiance

3. Roll Call

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

Minutes Acceptance: Minutes of Jun 22, 2021 9:00 AM (Minutes)

B. WORKSHOP CODE COMPLIANCE

B.1. Code Compliance Workshop Presentation

Discussion on Code Compliance processes and ways to improve.

County Administrator Charles R. Oliver, Code Compliance Director Scott McKinney, and Building Division Director Carl Jones provided the presentation and responded to questions from the Board, followed by Board discussion.

Will Bryant, Environmental Health Director of Florida Department of Health in Citrus County responded to questions from the Board.

Mr. Oliver summarized the direction of the Board.

Board discussions continued.

Mr. Oliver recapped the summarized Board direction and responded to questions from the Board.

. Continued - Code Compliance Workshop Presentation

County Administrator Charles R. Oliver and Code Compliance Director Scott McKinney discussed the direction with the Board.

Will Bryant, Environmental Health Director of Florida Department of Health in Citrus County responded to questions from the Board.

Board discussion ensued with Mr. Oliver and Mr. McKinney.

C. OPEN TO THE PUBLIC

The following individuals addressed the Board: Wes Antill; and Terry Brothers.

D. UPCOMING MEETINGS

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

E. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

1. Workshop: Irrigation and Landscaping: **July 13, 2021 at 9:00 AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

F. ADJOURN

The meeting was adjourned at 10:40 AM

Minutes Acceptance: Minutes of Jun 22, 2021 9:00 AM (Minutes)

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● JUNE 22, 2021

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

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

A. CALL TO ORDER

June 22, 2021 Citrus County Courthouse
The meeting was called to order at 1:00 PM

1. Invocation

Clerk of the Circuit Court and Comptroller Angela VIck led the invocation.

2. Pledge of Allegiance

Commissioner Holly Davis introduced the Veterans that led the Pledge of Allegiance: Bonnie Peterson, who served in the U.S. Army; Leslie Seddon, who served in the U.S. Air Force; and Jane Mundis, who served in the U.S. Navy.

3. Roll Call

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

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4. Approval of Agenda

Chairman Scott Carnahan requested the addition of item G5.

. Motion to approve the agenda with the addition of item G5.

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

B. CONSENT

Motion to approve the Consent Agenda in its entirety.

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

Minutes

B.1. Board of County Commissioners - Regular Meeting - May 25, 2021 1:00 PM

Administration

B.2. Deletion of Surplus Property

Approve deletion of the following items from the inventory of the Health Department and the removal of same items from the county's capital asset listing. Asset # 18726 - Colposcope

Attorneys Office

No items.

Clerk

B.3. County Warrants

Accept the attached check registers outlining the County warrants.

Community Services

B.4. Business Associate Agreement Key Training Center

Authorize the Chairman to execute the Business Associate Agreement between Citrus

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County, Florida, a political subdivision of the State of Florida and Citrus County Association for Retarded Citizens, Inc., DBA Key Training Center to facilitate compliance and safeguard protected health information to comply with HIPAA.

Fire Services

No items.

Human Resources

B.5. Bentek Agreement

Approve and authorize the Chairman to execute the Business Associate Agreement between Citrus County, Florida and Bentek, Inc.

Management and Budget

No items.

Planning and Development

No items.

Public Works

B.6. 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 Mr. Brady and Mr. Buffington (renewal).

Systems Management

No items.

Visitors and Convention Bureau

No items.

Water Resources

B.7. Release of Lien - Connection Fee Lien Agreement

Approve and authorize the Chairman to execute the Release of Liens for the following Connection Charge Installment Lien Agreements: Deanna McGee, Barbara Edwards, Robert & Susan Boyle, Herman & Mary Kaylor, Cobalt Realty Asset Group, LLC and Steven DiBeneditto and Lesile Douglas.

B.8. Connection Fee Lien Agreement - Means

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

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Set Public Hearings

B.9. Set a Public Hearing on an Ordinance Amendment Relating to Wastewater Connections

Set a Public Hearing on July 13, 2021 at 2:00 p.m. on an Ordinance of Citrus County, Florida, a political subdivision of the State of Florida, pertaining to Citrus County Code Enforcement, amending Chapter 102 entitled "wastewater connections"; amending Article V, Section 20-54(b)(1); amending Article VII, Section 102-101; providing for severability; providing for modifications that may arise from consideration at public hearing; providing for inclusion into the code; and providing for an effective date.

B.10. Set a Public Hearing to Adopt the Solid Waste Fees and Assessment Rates for FY 2021-2022

a. Board acknowledgement of the proposed Solid Waste Management Fees and Assessment Rates for Fiscal Year 2021-2022.

b. Set a public hearing on July 27, 2021, at 2:15 P.M. to consider adopting the Solid Waste Fees and Assessment Rates for Fiscal Year 2021-2022.

B.11. Set a Public Hearing to Adopt the Solid Waste Residential Assessment Roll for FY 2021-2022

Set a public hearing on July 27, 2021, at 2:20 P.M. to consider adopting the residential solid waste assessment roll prepared by the Property Appraiser's Office.

B.12. Proposed Limerock Road Paving Program 2021 Assessment Area

a. Adopt and authorize the Chairman to execute a resolution of the Board of County Commissioners of Citrus County, Florida, relating to the roadway paving improvements; describing the property to be included within the Proposed Limerock Road Paving Program 2021 Assessment Area and the local improvements to be provided therein; determining the estimated project cost of the roadway paving improvements; determining the estimated assessment for the roadway paving improvements; establishing the method of assessing the estimated assessment against the properties that will be benefited thereby; establishing other terms and conditions of the assessments; directing the County Administrator to prepare a preliminary assessment roll; establishing a public hearing to consider imposition of the proposed assessments and the method of their collection; directing the provision of notice; and providing for an effective date.

b. Set a public hearing for July 27, 2021 at 2:05 pm regarding the Proposed Limerock Road Paving Program 2021 Assessment Area

Resolution Number 2021-054

B.13. Proposed Citrus Springs 2021 Assessment Area

a. Adopt and authorize the Chairman to execute a Resolution of Citrus County, Florida, relating to the provision of Water Distribution Facilities in the unincorporated area of the County; creating the Citrus Springs 2021 Assessment Area; determining the estimated capital cost of the Water Line Extensions; establishing the method of assessing the

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project cost against the properties that will be benefitted thereby, establishing other terms and conditions of the assessments; directing the County Administrator to prepare a preliminary assessment roll; establishing a public hearing to consider imposition of the proposed assessments and the method of their collection; directing the provision of notice; and providing for an effective date.

b. Set a public hearing for July 27, 2021 at 2:00 p.m. regarding the Citrus Springs 2021 Assessment Area.

Resolution Number 2021-055

B.14. Proposed 2021 Montezuma Waters Sewer Project Assessment Area

a. Adopt and authorize the Chairman to execute a Resolution of Citrus County, Florida, relating to the provision of the Wastewater Collection System in the unincorporated area of the County; creating the 2021 Montezuma Waters Sewer Project Assessment Area; determining the estimated capital cost of the Wastewater Collection System; establishing the method of assessing the project cost against the properties that will be benefited thereby, establishing other terms and conditions of the assessments; directing the County Administrator to prepare a preliminary assessment roll; establishing a public hearing to consider imposition of the proposed assessments and the method of their collection; directing the provision of notice; and providing for an effective date.

b. Set a public hearing for July 27, 2021 at 2:10 p.m. regarding the Proposed 2021 Montezuma Waters Sewer Project Assessment Area.

Resolution Number 2021-056

C. PROCLAMATIONS

No items.

D. OPEN TO THE PUBLIC

The following individuals spoke on various issues: John Labriola; Lynette Gee; Marcia Jewell; Peggy Joseph; Chuck Tomberlin; Patty Kendrick; Karen Hoadley; Mary Seader; Jessie Gourlie; Mark Smith, representing Homosassa Springs Marina; and Anna Snow.

Commissioners responded to comments from the public.

E. REGULAR BUSINESS

1. Bids

Motion to approve items E1a through h.

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

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

a. RFQ 21-003 Elder Affairs and Older American In-Home Health Services

a. Approve and Authorize the Chairman to execute the Agreements between Citrus County, Florida, and Ability Care Services Inc., between Citrus County, Florida and ADT LLC, between Citrus County, Florida and Community Angels LLC, between Citrus County, Florida and Errand Rides LLC, between Citrus County, Florida and Family Life Care Inc., between Citrus County, Florida and Guardian Medical Monitoring LLC, between Citrus County, Florida and Loving Care in Home Services Inc., between Citrus County, Florida and Personal Response Corporation, between Citrus County, Florida and Right at Home Nature Coast, between Citrus County, Florida and Staff America Health Inc., and between Citrus County, Florida and Viceroy Home Health LLC.

b. Approve and Authorize the Chairman to execute the Business Associate Agreements between Citrus County, Florida and Ability Care Services Inc., between Citrus County, Florida and ADT LLC, between Citrus County, Florida and Community Angels LLC, between Citrus County, Florida and Errand Rides LLC, between Citrus County, Florida and Family Life Care Inc., between Citrus County, Florida and Guardian Medical Monitoring LLC, between Citrus County, Florida and Loving Care in Home Services Inc., between Citrus County, Florida and Personal Response Corporation, between Citrus County, Florida and Right at Home Nature Coast, between Citrus County, Florida and Staff America Health Inc., and between Citrus County, Florida and Viceroy Home Health LLC.

b. RFQ 18-060 Work Authorization; Continuing Contract for Professional Services Water, Wastewater and Reclaimed Water Utility Systems; Jones Edmunds and Associates, Inc.

Approve and Authorize the Chairman to execute the Work Authorization for Jones Edmunds & Associates, Inc. to provide additional engineering services to include Construction Contract Administration and Project Closeout for the Sea Otter Path project at a cost of $37,200.

c. ITB 18-045 Amendment No. 1; Traffic Control Material Permanent Preformed Thermoplastic; Ennis-Flint, Inc.

Approve and Authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and Ennis-Flint, Inc., extending the Agreement to July 23, 2023.

d. ITB 21-072 Inverness Airport Fixed Base Operator (FBO) Hangar Door Replacement; Mar-Con Construction, LLC dba Marbek Construction Co.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Mar-Con Construction, LLC dba Marbek Construction Co. to provide the services and construction of the Inverness Airport Hangar Door Replacement.

e. PB 21-061 Amendment No. 1; City of Delray Beach #2019-016 Lien Search Services; Orange Lien Data, LLC

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Approve and Authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and Orange Lien Data, LLC to provide additional scope and outline the detail cost.

f. PB 18-081 Amendment No. 1; Lake County Fire Equipment Parts, Supplies & Service; Ten-8 Fire & Safety, LLC

Approve and Authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and Ten-8 Fire & Safety, LLC to continue to provide fire equipment, supplies and services to the County.

g. AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC

a. Approve and Authorize the Chairman to execute the Software Service Agreement and fee schedule between Citrus County, Florida and Virtower, LLC for aircraft monitoring at the Crystal River Airport.

b. Approve related budget transfer.

h. BW 18-090 Amendment No. 1; Traffic Signal Controllers; Temple, Inc.

Approve and authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and Temple, Inc., for the purchase of traffic signal controller devices.

E.2. Budget Transfers

Approve budget transfers for Utilities (3), Solid Waste, Capital Improvement Program and Circuit Court for fiscal year 2020-21.

Motion to approve item E2.

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

E.3. Budget Resolution

Adopt and authorize the Chairman to execute a resolution adopting/amending Stormwater and Road Maintenance budgets, State Housing Initiative Partnership, Sugarmill Woods Golf Course Reuse Project, Garcia Point and Retired Senior Volunteer Program grant budgets for fiscal year 2020-21.

Motion to approve item E3.

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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.4. 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 Record of Citrus County, Florida.

Motion to approve item E4a 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

E.5. Waste Management Inc. Security Bond Continuation Certificate for Bond No. 5010030

Authorize Chairman to accept Continuation Certificate for Bond Safeguard Insurance Company Security Bond No. 5010030 extending the period to May 11, 2022, and to be made a part of Waste Management Inc. of Florida's', Waste Disposal Account Agreement dated June 8th, 2020.

Motion to approve item E5.

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

E.6. Interlocal Agreement with Crystal River - Impact Fee Collection

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

Motion to approve item E6.

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.7. CCARC, Inc. dba Key Training Center ADI / LSP Program Agreement

Approve and authorize the Chairman to execute the contract between Citrus County, Florida and the Citrus County Association of Retarded Citizens, Inc d/b/a Key Training Center for the

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provision of In Facility Respite services and Adult DayCare to eligible Citrus County clients. Funding for these services will be provided by Mid-Florida Area Agency on Aging d/b/a Elder Options 2018-2022 Alzheimer's Disease Initiative Program Grant and the Local Services Program Grant.

Motion to approve item E7.

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

E.8. CCARC dba Key Training Center Agreement

Approve and authorize the Chairman to execute the Agreement between Citrus County, Florida and Citrus County Association of Retarded Citizens dba Key Training Center for the provision of Facility Respite Daycare to eligible Citrus County clients. Funding for these services will be provided by Mid-Florida Area Agency on Aging (MFAAA) dba Elder Options 2019-2022 Older American Act Title IIIE Program Grant.

Motion to approve item E8.

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

E.9. NCBA - SCSEP Host Agency Agreement

a. Approve and authorize the Chairman to execute The National Caucus And Center on Black Aging, Inc., Senior Community Service Employment Program, Host Agency Application and Worker Request form, Letter of Commitment, and Memo.

b. Approve and authorize the Chairman to execute the Designation of Signature Authority form for the required reporting forms.

Motion to approve item E9a and b.

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

E.10. Community Care Corps Program 2021-2022 Grant Application

a. Approve and authorize the Chairman to execute a Resolution authorizing an application for funding to Community Care Corps for the Local Models Program grant 2021-2022.

b. Approve and authorize the Chairman to execute the “Designation of Signature Authority”. Grant funding of $100,000 requires a 21% match ($6,500 cash which is already budgeted for RSVP in FY22 that can be transferred to CCC and $14,500 In-Kind).

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Motion to approve item E10a and b.

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

E.11. Inverness Airport Business Park Water Main and Force Main Extension Project CAA #1

Board acknowledgement of CAA #1 for the Inverness Airport Business Park Water Main and Force Main Extension project.

Motion to approve item E11.

Board discussion ensued.

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.12. Multi Purpose Trail on W Oak Park Blvd

Approve the Construction of the Multi-Purpose Trail on W Oak Park Blvd and the related budget transfer in the amount of $36,853.

Motion to approve item E12.

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.13. RESTORE Act: Operational Self-Assessment

Approve the "Treasury Office of Gulf Coast Restoration RESTORE Act Eligible Entity Operational Self-Assessment (OSA)" and authorize submittal of the OSA information to the Treasury via their online portal.

Motion to approve item E13.

Board discussion ensued.

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

E.14. Inverness Airport Business Park Water and Force Main Extension

Accept the completed Inverness Airport Business Park Water and Force Main Extension

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Project and approve the release of retainage in the amount of $17,533.50 to Art Walker Construction, Inc.

Motion to approve item E14.

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

E.15. EHEAEP CARES Contract 2020-2021 Amendment #2

Approve and authorize the Chairman to sign all appropriate signature pages of the contract amendment. No cash match required.

Motion to approve item E15.

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.16. LPS0027 Citrus County Amendment 1

Approve and Authorize the BOCC Chairman to execute the amendment to agreement LPS0027 between Citrus County, Florida and FDEP.

Motion to approve item E16.

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

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 for 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	TBD		Board decided to use Design Build process
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	COMPLETED	Approved at June 8, 2021 Meeting

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7.	3/23/2021	Mother-in-law Suites in Impact Fees	Mike Sherman	6/24/2021		Scheduled for PDC on 6/22/21
8.	4/13/2021	Hall's River Road Multi-Purpose Path	Randy Oliver	TBD		Board decided to look at completing in phases (first phase Crumps to River Haven)
9.	5/11/2021	Review Process and cost for rental rates to Non-Profits	Colleen Scott/ Randy Oliver	7/13/2021		
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	7/13/2021		Set Workshop for July 13, 2021
12.	6/8/2021	Debt Service on Animal Shelter	Colleen Scott/ Randy Oliver	6/22/2021	COMPLETED	6/9/21

County Administrator Charles R. Oliver requested the deletion of items 6 and 12.

. Motion to approve item F with the deletion of items 6 and 12.

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. 2021 Residential Resurfacing

Discuss options and provide direction to staff.

County Administrator Charles R. Oliver provided the recommendation, followed by Board discussion.

Motion to approve the County Administrator's recommendation to extend the final completion date 60 days and that we go along with the contract that agrees to fix the maximum allowed asphalt price index.

Public Works Director Randall Olney responded to questions from the Board.

Board discussion ensued.

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

G.2. Acknowledgement of Lease Cancellation

The Board will need to decide on the best utilization of this property. Acknowledge cancellation of lease for Fort Island Fire Station located at 10030 W. Fort Island Trail and provide direction as appropriate.

County Administrator Charles R. Oliver provided the recommendation.

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Motion to approve putting the Fort Island Trail Fire Station on the market to sell to get it back on the tax rolls and recognize the cancellation of the lease.

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

G.3. Approve second disbursement of funds to United Way of Citrus County in the amount of $150,000.

Approve second disbursement of funds to United Way of Citrus County in the amount of $150,000.

County Administrator Charles R. Oliver provided the recommendation.

Motion to approve item G3.

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

G.4. Dept of Justice Body Worn Camera Policy and Implementation Grant

Approve and authorize designation of signature authority to the Citrus County Sheriff's Office to electronically submit the application.

County Administrator Charles R. Oliver provided the recommendation.

Colonel Justin Ferrara with the Citrus County Sheriff Office responded to questions from the Board.

Board discussion ensued.

***Motion to* approve item G4 was made by Commissioner Jeff Kinnard, D.C. which died for lack of a Second.**

Board discussion continued with Mr. Oliver and Colonel Ferrera.

Consensus of the Board was to schedule a special meeting for July 12, 2021 at 9 A.M. to discuss the Citrus County Sheriff's Office figures for body cameras, CAD system, and Emergency Management.

G.5. US98 Median Landscaping - SMW Oak Village *- Item received after the agenda was published.*

Discuss requiring HOA to fulfill obligation of the County/HOA agreement.

Direct contractor to remove the landscape materials and restore/sod the median to pre-improvement condition

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Discuss establishing an MSBU for the US98 Sugar Mill Woods Oak Village landscaping project; approximately 3,241 lots.

County Administrator Charles R. Oliver provided the recommendation, followed by Board discussion.

David Quinn, President of the Oak Village Association, Inc. of Sugarmill Woods Board addressed the Board.

Mr. Oliver and Public Works Director Randall Olney responded to questions from the Board.

Board discussion continued.

Motion to have the contractor fulfill the contract to restore the median to pre improvement condition to take possession of it, once we do and once it has met this criteria then Oak Village Homeowner's Association will take care of the landscaping per the agreement.

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

H. PRESENTATIONS/PUBLIC HEARINGS

No items.

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

No items.

J. COMMITTEE REPORTS FROM COMMISSIONERS

Commissioner Jeff Kinnard, D.C. provided an announcement from the Hernando/Citrus Metropolitan Planning Organization(MPO) Board meeting.

Commissioner Holly Davis announced a future Citrus County Community Charitable Foundation (CCCCF) meeting.

First Vice Chairman Ronald E. Kitchen, Jr. shared information from the MPO Board meeting. County Administrator Charles R. Oliver commented, followed by Board discussion.

Chairman Scott Carnahan made a brief comment from the Gulf Coast Consortium Executive Board meeting and announced a future Florida Association of Counties (FAC) meeting.

K. COMMISSIONER HOLLY L. DAVIS - DISTRICT 5

K.1. Commissioners Travel & Reimbursement Administrative Regulation (AR) 7.16.

A. Motion and Vote to Adopt Administrative Regulation 7.16.

B. Set Individual Budget amount for the remainder of 2020-2021 Budget year and set Individual Budget amount for 2021-2022 Budget year.

Commissioner Holly Davis provided the recommendation, followed by Board discussion.

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Motion to approve item K1a and b, with b set at $1000 per Commissioner for the remainder of 2020/2021 and $4000 per Commissioner annually for 2021/2022 was made by Commissioner Holly Davis and was Seconded by Second Vice Chairman Ruthie Schlabach.

Board discussion ensued.

Motion was amended for K1b to leave it as a pooled budget for the $16,000 going forward, so no change.

Board discussion continued with Mr. Oliver.

Motion was amended: Original motion was restated to accept K1a for Administration Regulation 716, which will be left in place: K1b set individual amounts for 2020/2021, do not do that portion, leave it as it is as of this writing with the $6,774 remaining available pooled; and for 2021/2022 divide $16,000 by five.

Consensus of the Board was given to Mr. Oliver for how to handle the allowable County Commissioner travel and event attendance reimbursement in the future.

Clerk requested clarification of the motion.

Second Vice Chairman Ruthie Schlabach rescinded the Second, made on the first two motions, due to Commissioner Jeff Kinnard, D.C. Seconding the final amendment.

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

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

L.1. Manatee Zone, Homosassa River

Approve and authorize the Chairman to sign the attached letter to the Florida Fish & Wildlife Conservation Commission requesting they change a seasonal manatee zone to a year-round slow speed manatee zone in the Homosassa River.

Commissioner Jeff Kinnard, D.C. provided the recommendation, followed by Board discussion.

Motion to authorize the Chairman to sign the attached letter to the Florida Fish & Wildlife Conservation Commission requesting they change a seasonal manatee zone to a year-round slow speed manatee zone in the Homosassa River and to add a no wake zone for the 1200 feet in front of the Homosassa Springs Marina.

Citizens Rodney MacRae, Frank Kapocsi, Eric Toney, and Dr. Theodore Kazimiroff commented.

Motion was amended to extend the no wake zone to the eastern boundary of the Homosassa Springs Marina before going to the slow speed zone.

Minutes Acceptance: Minutes of Jun 22, 2021 1:00 PM (Minutes)

Board discussion continued.

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

. Statement

County Administrator Charles R. Oliver provided an announcement regarding overview of the process.

Commissioner Jeff Kinnard, D.C. commented.

L.2. Discussion and vote on requesting Chairman to meet with Judge Howard to discuss space needs of the Courts on a short term and a long-term basis.

Direct Chairman to meet with the Chief Judge regarding the short and long-term needs of the Court System.

Motion to direct the Chairman to sit down and discuss current and future space needs with the judiciary.

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

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

Second Vice Chairman Ruthie Schlabach requested the County Administrator Charles R. Oliver provide a list of the organizations that the Board of County Commissioners are a member of and expressed interest in the National Association of Counties (NACo) Conference.

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

N.1. Video of Project Phoenix 2.0

View video.

First Vice Chairman Ronald E. Kitchen, Jr. presented the Phoenix 2.0 video, followed by Board discussion.

O. CHAIRMAN SCOTT CARNAHAN - DISTRICT 4

No items.

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

No items.

Q. OPEN TO THE PUBLIC

Citizen John Tarantino addressed the Board.

Minutes Acceptance: Minutes of Jun 22, 2021 1:00 PM (Minutes)

Commissioners responded to comments from Mr. Tarantino.

R. UPCOMING MEETINGS

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

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

3. Regular Meeting: **August 10, 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, July 13, 2021, 9:00 AM Citrus County Courthouse, Room 100, 110 N. Apopka Ave. Inverness Florida 34450

2. Preliminary Budget Hearing: Library Special District WEDNESDAY July 28,2021 at 8:30 am Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Preliminary Budget Hearing: Fire Protection Special District WEDNESDAY July 28, 2021 at 8:45 am Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

4. Preliminary Budget Hearing: BOCC WEDNESDAY, July 28, 2021 at 9:00am Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

Chairman Scott Carnahan announced a special meeting that has been scheduled for July 12, 2021 at 9 A.M.

T. 5:01 P.M. PUBLIC HEARINGS

T.1. 5:01 PM Public Hearing Land Development Division – Section 1500 Amendment to Land Development Code

a. Conduct a public hearing on June 22, 2021, at 5:01 pm to review and consider OA-21-02, Land Development Division - Section 1500 Amendment to Land Development Code.

b. If approved, adopt, and authorize the Chairman and Clerk to execute the ordinance for OA-21-02, Land Development Division - Section 1500 Amendment to Land Development Code.

Assistant County Attorney Beth Antrim read the proposed ordinance title into the record.

Growth Management Director Michael Sherman provided the staff presentation and responded to questions from the Board.

There were no public comments.

Motion to approve item T1a and b.

Minutes Acceptance: Minutes of Jun 22, 2021 1:00 PM (Minutes)

Ordinance Number 2021-A15

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

U. ADJOURN

The meeting was adjourned at 5:20 PM

Minutes Acceptance: Minutes of Jun 22, 2021 1:00 PM (Minutes)

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Deletion of Surplus Property - Konica Minolta Copier
AGENDA DATE:	**July 13, 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 #19900 - Konica Minolta Copier is obsolete, not working and non-repairable.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve deletion of the following items from the inventory of Parks and Recreation and the removal of same items from the county's capital asset listing: Asset # 19900 - Konica Minolta Copier

PROPERTY WORKSHEET

Sent tag 12/11/06

Asset ID 19900 ☐ Improvement ☑ Add ☐ Delete ☐ Transfer/Change

Description **Minolta Copier**

Category Code **36**

Department # **6102** User Department # **6102** Fund 990 Account # 166 **127**

Location Code **107B** Location Description **6102 / P&R** ☑ Capital Asset

General

Fund Type **G - Government**

Acquisition Date **10/27/06**

Vendor **Konica Minolta**

Manufacturer

Model# **BIZHUB 350**

Serial # **31116412**

Auto/Boat Reg #

Host Asset ID #

G/L Distribution

Function **570** Activity **572**

Dept **6102** Account **55960**

Financial

PO # **58532**

Check # 276609

Units

Unit Cost **$5,711.00**

Initial Cost

Salvage Value

Fund Source **General**

Grant ☐

Depreciable ☐

Estimated Life **7**

Depreciation Life **7**

Depreciation Method

Other

Condition

Inventory Date 1/3/07

Insurance Value

Purchasing

Cost Ctr	Account	Value
6102	56400	4864.00
6102	56400	196.00
6102	56400	393.00
6102	56400	147.00
6102	56400	111.00
		5711.00

Attachment: Konia Minolta Back Up Information (13019 : Deletion of Surplus Property - Konica Minolta Copier)

BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY, FLORIDA
Sales Tax Exemption #19-07-011249-53C
Phone 352-341-6462

PURCHASE ORDER NO. 58532

PAGE NO. 1

VENDOR
4397
COPYTRONICS INC
4110 S WEST 34TH ST
SUITE 10
GAINESVILLE FL 32608

SHIP TO
PARKS - ADMINISTRATION
CITRUS CNTY PARKS & RECREATION
1300 S LECANTO HIGHWAY BLDG 30
LECANTO, FL 34461
ATTN:

ORDER DATE: 03/23/06	BUYER: D.WEBER/R.DEL VALLE	REQ. NO.: 15172	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.: STATE CONTARCT # 600-340-	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			**********		
			*BILL TO:		
			*CITRUS COUNTY PARKS AND RECREATION		
			*P.O. BOX 1390		
			*LECANTO, FL 34460		
			**********		
01	1.00		MINOLTA BIZHUB 350 COPIER FOR PARKS ADMIN BLDG, STATE CONTRACT # 600-340-03-1	4864.0000	4,864.00
02	1.00		SU SCAN KIT	196.0000	196.00
03	1.00		PI3505E/PS3 + PCL PRINT CONTROLLER	393.0000	393.00
04	1.00		NIC CARD NC-4	147.0000	147.00
05	1.00		PK-6 TWO AND THREE HOLE PUNCH	111.0000	111.00
06	1.00		NETWORK ENGINEER CHARGE DELIVERY END OF JULY / AUGUST WILL CALL IZZY GARCIA WITH DATE	100.0000	100.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	6102	56400	4,864.00	
02	6102	56400	196.00	
03	6102	56400	393.00	
04	6102	56400	147.00	
05	6102	56400	111.00	
06	6102	56400	100.00	

PAGE TOTAL	$	5,811.00
TOTAL	$	5,811.00

IMPORTANT PLEASE NOTE — THE PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES PACKING SLIPS, SHIPPING PAPERS AND ON ALL CORRESPONDENCE.

SHIPPING INFORMATION ALL DELIVERIES MUST BE MADE BETWEEN 8:00 A.M. & 4:30 P.M.

We will make payment ONLY to the company to which this order is issued unless we have authorization in writing, to do otherwise.

APPROVED BY Finance Department
DIRECTOR OF PURCHASING

Attachment: Konia Minolta Back Up Information (13019 : Deletion of Surplus Property - Konica Minolta Copier)

Invoice Number: 206371162
Invoice Date: 10/19/2006
Page 2 of 2

KONICA MINOLTA

Fed Tax# 13-1921089
Corporate Duns No 00-170-7322
Federal Duns No 62-657-8041

INVOICE

Payment Terms: NET 30 DAYS

Bill To:
CITRUS CNTY PARKS & REC.
PO BOX 1390
LECANTO FL 34460

Ship To:
CITRUS CNTY PARKS & REC.
1300 S LECANTO HWY
BLDG 3001
LECANTO FL 34461

Purchase Order Nbr	Delivery Nbr	Sales Order Nbr/Date	Account Nbr
58532	3001637040	3698309 / 10/05/2006	712375 / 712377

Customer Contract Number	Carrier	Order Taker	Service Location
600-340-03-1	RDWY	0	32264

Customer Code 1	Customer Code 2	Customer Code 3

Qty	Material Nbr	Description	Unit	Wt	Net Price	Amount
					Subtotal:	5,711.00
					Total:	5,711.00

Total Payment Due: 11/18/2006

11-9-06
6102 - 56400
item #1 $4,864.
$196.- item #2
$393.- item #3 1/2
$147.- item #4
item #5 $111.-

DJW

DETACH HERE AND RETURN WITH YOUR PAYMENT

Remit To:
KONICA MINOLTA BUSINESS SOLUTIONS
USA INC
P.O. BOX 841960
DALLAS, TX 75284-1960

Invoice #: 206371162
Invoice Date: 10/19/2006
Customer Name: CITRUS CNTY PARKS & REC.
Serial #: 31116412

Customer PO #: 58532

Payment Terms: NET 30 DAYS

PLEASE PAY THIS AMOUNT 5,711.00

Attachment: Konia Minolta Back Up Information (13019 : Deletion of Surplus Property - Konica Minolta Copier)

closed Friday

Packing Slip

SMCALLISTE

CITRUS COUNTY PARKS
352-341-6462
Customer Ref: NO PO

*** Order Number 967093 ***
Ship Via: UPS-GROUND
PHONE

Time: 08:26:10
Date: 10/23/06
Terms: NET10

Ship To: 3694
CITRUS COUNTY PARKS & REC
1410 ~~1300~~ S LECANTO HWY
~~BLDG 3001~~
LECANTO, FLORIDA 34461

Bill To: 3694
CITRUS COUNTY PARKS & REC
1410 ~~1300~~ S LECANTO HWY
~~BLDG 3001~~
LECANTO, FLORIDA 34461

Origination: PHONE

CITRUS COUNTY PARKS 352-341-6462

0003698309

Sales Rep: 5603 IZZY GARCIA

Order	UM	Ship	BO	Description	Item	Wh:	Delivered	Bin:
1	ea			MINOLTA	FFK	1	N	BIN
		*		1 ea BIZHUB 350		BH350	N	
				Serial: 31116412				
				Meter Reading: 10				
		*		1 ea DOC FEEDER FOR BH180 BH250 BI	DF-605		N	
				Serial: 71108970				
		*		1 ea FISHER STAPLER BH350	FS-508		N	
				Serial: 71519054				
		*		1 ea LCT 2500SHEET	PC402		N	
				Serial: 31713048				
		*		1 ea PUNCH UNIT FS-508	PU-501		N	

INSTALL BH350*31116412
CONTACT NUMBER 352-341-6462

End Of Order

DS 1434

352-527-5750
call Tina before going

Beginning Meter 10

11/9/06
Date Shipped

Shipping Charge
Bob
Delivery Initials

- The equipment described above that is entrusted to you on trial or loan must not be removed from the above address. All rights, title or interest to the equipment or supplies escribed herein shall remain the property of Copytronics, Inc. (or its Leasing Agent) until paid in full.

- CUSTOMER AGREES TO BE RESPONSIBLE FOR LOSS OR DAMAGE TO EQUIPMENT LISTED ABOVE

- Copies are limited to the above listed allowance. If you exceed that amount, you agree to pay Copytronics at the rate of .02 per copy on the black and white copier; $.039 per opy on the laser printer or plain paper facsimile; $.20 on color copiers; and $.03 on duplicators. A copy/print is defined as each single side of an 81/2 by 11 inch copy of the riginal document based on a 5% toner coverage.

Customer Signature

11/9/06
Date

Attachment: Konia Minolta Back Up Information (13019 : Deletion of Surplus Property - Konica Minolta Copier)

Board of County Commissioners
Department of Community Services
Parks and Recreation

PRM-06-016

MEMORANDUM

TO: Cathy Taylor, Director, Office of Management and Budget

THROUGH: Brad Thorpe, Director, Department of Community Services

FROM: Rafael Del Valle, Manager, Division of Parks and Recreation

DATE: February 16, 2006

RE: Purchase of a Non-Budgeted Capital Item

We would like to request permission to purchase a copier for the new Parks and Recreation Administration Office which we will be relocating to in August. We have an excess of funds remaining in account # 56400. This is due to the fact that the items purchased through state contracts came in under the budgeted amounts. Breakdown attached.

The copier we currently have is over 5 years old and needs maintenance and repair constantly. With Parks and Recreation and Grounds Maintenance moving in together the demands on our current copier will exceed its capacity.

After purchasing the items budgeted for this year we will have additional monies and would like to purchase a Minolta copier, see quote attached. It would be beneficial to purchase the copier this year when moving in, in order to correctly wire and network to all offices during the initial move.

FEB 28 2006

RECEIVED

Approved
C. Taylor
2.24.06

RDV/dw

Attachments/2

XC: Bob Glancy, Section Chief, Grounds Division of Parks and Recreation
Debbie Weber, Accounting Clerk, Division of Parks and Recreation

Extension Services
3600 South Florida Ave.
Inverness, FL 34450
(352) 726-2141 Fax 344-4044

Library Services
425 W. Roosevelt Blvd.
Beverly Hills, FL 34465
(352) 746-9077 Fax 746-9493

Parks & Recreation
Post Office Box 1390
Lecanto, FL 34460
(352) 527-7677 Fax 527-7676
TTY (352) 527-5312

Community Support Services
3600 W. Sovereign Path, Ste. 178
Lecanto, FL 34461
(352) 527-5410 Fax 527-5437

Visitor & Convention Bureau
9225 W. Fishbowl Drive
Homosassa, FL 34448
(352) 628-9305 Fax (352) 628-0703

Attachment: Konia Minolta Back Up Information (13019 : Deletion of Surplus Property - Konica Minolta Copier)

Account 001-6102-56400
Machinery & Equipment

Description	***Budgeted***	***Actual Cost YTD***
Sod Cutter	3,500	3,200
Herbicide Sprayer	7,000	
Reel Mower Unit	24,000	19,944.16
Vacuum System	10,000	
Ball Field Groomer	19,000	17,964
Dump Truck 4-8 Yd	45,500	44,150
Backwash System	2,900	1,200 (repaired move to 54610)
Water Cannon	5,940	5,850
Ice Machine	2,000	1,764.75
Rescue Board	1,050	1,145
Compact Truck	33,600	29,068
Dump Truck Additional Funds	17,000	
Replacement Dump Truck	37,100	35,192
Total	208,590	159,477.91
Estimated Available Funds	13,000	

(This does not include the Dump Truck Additional Funds of 17,000 and is after purchasing Herbicide Sprayer & Vacuum System)

Attachment: Konia Minolta Back Up Information (13019 : Deletion of Surplus Property - Konica Minolta Copier)

STATE OF FLORIDA
CUSTOMIZED WORKSHEET

Name: Citrus County Parks and Recreation **Date:** 2-8-06
Dept: Purchasing
Contact: Deana Ph. 352-527-7677 Fax. 352-527-7676
State of Florida Contract Number: 600-340-03-1

Type II, Class 1 Minolta Model Bizhub 350		**PURCHASE**
	MINOLTA Bizhub 350 Includes: Reversing Automatic document feeder, Auto Duplexing, Finisher (FN-117) Stapler, and Tandem Paper Drawer (PF-122)	**$ 4,864.00**
Add:	SU Scan Kit	+196.00
Add:	Pi3505e/PS3 + PCL Print Controller	+393.00
Add:	NIC Card NC-4	+147.00
Add:	PK-6 Two and Three Hole Punch	+111.00
Total:		**$ 5,711.00**
	Network engineer charge	**100.00**
	Installation and Training	**N/C**
	Maintenance: 66.75 per month	
	90 day warrantee	
	30,000 Copies per month includes all parts, service, supplies including staples. Excludes only paper. All overage billed monthly @ .015 per copy	

Copytronics

COPYTRONICS, INC. 4110 SW 34th Street
suite 10 Gainesville, FL 32608

Attachment: Konia Minolta Back Up Information (13019 : Deletion of Surplus Property - Konica Minolta Copier)

STATE OF FLORIDA
CUSTOMIZED WORKSHEET

Name: Citrus County Parks and Recreation **Date:** 2-8-06
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Contact: Deana Ph. 352-527-7677 Fax. 352-527-7676
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Add:	SU Scan Kit	+196.00
Add:	Pi3505e/PS3 + PCL Print Controller	+393.00
Add:	NIC Card NC-4	+147.00
Add:	PK-6 Two and Three Hole Punch	+111.00
Total:		**$ 5,711.00**
	Network engineer charge	**100.00**
	Installation and Training	N/C
	Maintenance: 66.75 per month	
	90 day warrantee	
	30,000 Copies per month includes all parts, service, supplies including staples. Excludes only paper. All overage billed monthly @ .015 per copy	

Copytronics

COPYTRONICS, INC. 4110 SW 34th Street
suite 10 Gainesville, FL 32608

Eq # 15172

Attachment: Konia Minolta Back Up Information (13019 : Deletion of Surplus Property - Konica Minolta Copier)

Invoice Number: 206371162
Invoice Date: 10/19/2006
Page 1 of 2

KONICA MINOLTA

RECEIVED
NOV 09 2006
FINANCE DEPARTMENT

Fed Tax# 13-1921089
Corporate Duns No 00-170-7322
Federal Duns No 62-657-8041

INVOICE

Payment Terms: NET 30 DAYS

Bill To:
CITRUS CNTY PARKS & REC.
PO BOX 1390
LECANTO FL 34460

11 9-06

Ship To:
CITRUS CNTY PARKS & REC.
1300 S LECANTO HWY
BLDG 3001
LECANTO FL 34461

#19900

V# 10216

Purchase Order Nbr	Delivery Nbr	Sales Order Nbr/Date	Account Nbr
58532	3001637040	3698309 / 10/05/2006	712375 / 712377

Customer Contract Number	Carrier	Order Taker	Service Location
600-340-03-1	RDWY	0	32264

Customer Code 1	Customer Code 2	Customer Code 3

Notes:

Qty	Material Nbr	Description	Unit	Wt	Net Price	Amount
1	4040311	BIZHUB 350	EA	190	4,864.00	4,864.00
1	4344712	DF-605 REVERSING AUTOMATIC DOCUMENT FEED	EA	28.250		0.00
1	4349712	FS-508 FINISHER	EA	63		0.00
0.0	4061313	ITEM IS SUBSTITUTED		0.000		0.00
1	4061317	PC-402 PAPER FEED CABINET (R)PC-402 PAPER FEED CABINET	EA	69		0.00
1	4512812	PU-501 PUNCH UNIT	EA	5	111.00	111.00
1	NW_CHARGE	CONNECTIVITY CHARGE	EA	0	736.00	736.00
		4040311- 31116412				
		4344712- 71108970				
		4349712- 71519004				
		4061317- 31713048				
		4512812- 81206732				

DETACH HERE AND RETURN WITH YOUR PAYMENT

Remit To:
KONICA MINOLTA BUSINESS SOLUTIONS
USA INC
P.O. BOX 841960
DALLAS, TX 75284-1960

RECEIVED
OCT 27 2006
Citrus County
PARKS & RECREATION

Invoice #: 206371162
Invoice Date: 10/19/2006
Customer Name: CITRUS CNTY PARKS & REC.
Serial #: 31116412
Customer PO #: 58532
Payment Terms: NET 30 DAYS

PLEASE PAY THIS AMOUNT 5,711.00

Attachment: Konia Minolta Back Up Information (13019 : Deletion of Surplus Property - Konica Minolta Copier)

Asset Activity Form

☐ Department Transfer ☐ Custodian Change	Current Department: 6102 Current Custodian: Parks and Recreation New Department: _____ New Custodian: _____	
☐ Location Change	Current Location: _____ New Location: _____ Condition: ____	
■ Disposal	**Type:** ☐ Obsolete ■ Non-Repairable ☐ Recycle ☐ Dismantled for Parts ☐ Trade-In ☐ Repair Not Cost Effective	**Method:** ■ Landfill - Solid Waste ☐ Landfill – Electronic Recycle ☐ Other: _____
☐ Auction	If not auctioned: ☐ Return to Originating Department ☐ Dispose	
☐ Donation To ☐ Donation From	Non-Profit Organization/Agency: _____	

Dept #	*Asset ID*	*Description*	*Serial Number*	*Acquisition Date*	*Initial Cost*
6102	19900	Konica Minolta Copier	31116412	10/27/06	$5,711

Comments/Justification:
Not working; parts no longer available to repair due to age.

Initiating Department

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

6/17/21 6/17/21

** 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: Asset Activity Form - Konical Minolta Copier #19900 (13019 : Deletion of Surplus Property - Konica Minolta Copier)

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Public Transportation Agency Safety Plan - 2021 Revision
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

On July 19, 2018 the Federal Transportation Administration (FTA) published 49 CFR Part 673 that impose transit agencies receiving federal funds to transition from System Safety Program Plan (SSPP) to the Public Transportation Agency Safety Plan (PTASP).

The PTASP is a safety plan for the Citrus County Transit (CCT) system. It sets safety policies, procedures and reporting standards as required by the FTA. These standards are comprised of the Safety Management System (SMS), Rule 14-90.009 and other documentation contained within the PTASP.

The PTASP was developed and adopted by the BOCC on September 8, 2020 and was submitted to FTA.

The PTASP must be reviewed annually, updated for any changes and submitted to the FTA by July 20, 2021 for this year. Doing so keeps Citrus County eligible for the FTA 5307 and 5311 funding that provides our annual operating assistance.

BUDGET IMPACT/FUNDING SOURCE:

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

No budget impact.

RECOMMENDED ACTION:

Approve and adopt the annual update to the Citrus County Transit's Public Transportation Agency Safety Plan - 2021 Revision.

Citrus County Transit
Public Transportation Agency Safety Plan (PTASP)

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

Citrus County, Florida

Adopted September 8, 2020

Rev. June 1, 2021

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Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

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Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

Adoption

Adopted by the Board of County Commissioner of Citrus County, State of Florida

Date: September 8, 2020
Name: Citrus County Transit
Address: 1300 S Lecanto Hwy
Lecanto, FL. 34461

In accordance with FTA 49 CFR Part 673 Final Rule, the bus system named above hereby adopts and certifies to the following:

1. The adoption of the Citrus County Transit Safety Management System (SMS).

2. Compliance with adopted standards of the Public Transportation Agency Safety Plan (PTASP).

3. Performance of safety inspections on all buses operated in accordance with Rule 14-90.009.

4. As a recipient of Federal Transit Administration funding Citrus County Transit is required to maintain a Public Transportation Agency Safety Plan (PTASP).

5. The Board of County Commissioners approves the Citrus County Public Transportation Agency Safety plan (PTASP)

APPROVED
SEP 8 2020
BOARD OF COUNTY COMMISSIONERS

Signature: _____

Date Adopted: 8 Sept 2020

Name: Brian J. Coleman, Chairman

Title: Citrus County, Florida Board of County Commissioners

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

Certification Date

Date: June 1, 2021
Name: Citrus County Transit
Address: 1300 Lecanto Hwy
Lecanto, FL. 34461

Citrus County Transit Bus System named above hereby certifies the following:

a. The Public Transportation Agency Safety Plan (PTASP). For the implementation of policies and practices that meet or exceed mandated regulations and requirements.

Signature: _____
Name: Joanne Granger
Title: Transit Services Director

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

Establishment

The PTASP is developed and written per 49 C.F.R. Part 673 – Public Transportation Safety Plan

Documentation Hierarchy

SOP-PTASP

Identifies type of document:	Identifies the type of information the document references:	Identifies level of document:
Standard Operation Process	**Public Transportation Agency Safety Plan**	**This is a second level document and first in a series**



Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

List of Acronyms

The following acronyms apply to all related information in this manual.

ACC/INC - Accident Incident
ADA – American with Disabilities Act
ALARP - As Low as Reasonably Practicable
ASP- Agency Safety Plan
BOCC - Board of County Commissioners
CAP - Corrective Action Plan
CCT - Citrus County Transit
CDL – Commercial Driver License
CSO – Chief Safety Officer
DIR - Director
EOC - Emergency Operating Center
FDOT – Florida Department of Transportation
FLEET - Fleet Maintenance
FTA - Federal Transportation Administration
HR – Human Resources
ICS - Incident Command System
MGR - Manager
MHR - Maintenance Hazard Report
MPO - Metropolitan Planning Organization
MVR - Motor Vehicle Records MVR
NM - Near Miss
NIMS - National Incident Management System
NTD - Nation Transit Database
HR - Operations Hazard Report
OHSA - Occupational Safety and Health Administration
PTASP- Public Transportation Agency Safety Plan
POC - Primary Points of Contact
PPE – Personal Protective Equipment
RA -Risk Assessment
SMS - Safety Management System
SPP-Safety Program Plan

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

Definitions

The following definitions apply to all related information in this manual.

As Low as Reasonably Practicable – A condition where a risk, hazard has been mitigated to its lowest manageable level.

Accident – An unfortunate incident that happens unexpectedly and unintentionally, typically resulting in damage or injury.

Hazard Report – A report filed regarding a hazard identified in the workplace.

Near Miss Report –A report filed from a narrowly avoided collision or other accident.

Accident/Incident Report – A report filed regarding an accident.

Hazard – A potential source of danger.

Near Miss – A narrowly avoided collision or other accident.

Investigation – A formal inquiry or systematic study.

Physical Property Damage – Damage sustained to a building or items on the grounds of real estate.

Reporting Manager – An employee's direct supervisor.

Risk – A situation involving exposure to danger.

Risk Assessment – A systematic study or examination/assessment of a risk.

Root Cause – The exact cause of an incident or accident where had the root cause found not be present, the accident or incident would not have happened.

Safety – The condition of being protected from or unlikely to cause danger, risk, or injury.

Safety Management System – A business-like approach to managing safety in the workplace.

Site – The physical location of an operational entity.

Training – The action of teaching a person or animal a particular skill or type of behavior.

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1. Transit Agency Information

Transit Agency Name	CITRUS COUNTY TRANSIT
Transit Agency Address	1300 S Lecanto Hwy, Lecanto FL. 34434
Name and Title of Accountable Exective	Joanne Granger, Transit Services Director
Name of Chief Safety Officer or SMS Executive	Susan Morin, Driver Trainer, Programs Assistant
Mode(s) of Service Covered by This Plan	Deviated Fixed Route Bus / ADA Paratransit
List All FTA Funding Types	5307, 5310, 5311
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Deviated Fixed Route Bus /ADA Paratransit
Does the agency provide transit services on behalf of another transit agency or entity?	No
Description of Arrangements	N/A
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	N/A

2. Plan Development, Approval and Updates

Name of Person Who Drafted This Plan	Susan Morin , Driver Trainer, Programs Assistant	
Signature by the Accountable Executive	**Accountable Executive**	**Date**
	Director of Transit Services	September 8, 2020
Approval by the Board of Directors or an Equivalent Authority	**Board of County Commission**	**Date of Approval**
	Citrus County, Florida , Board of County Commissioners	September 8, 2020
	Relevant Documentation (title and location)	
	Transit Services Director Citrus County Transit 1300 S. Lecanto Hwy Lecanto, FL 34461	

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The Citrus County Transit Director and the Driver Trainer, Programs Assistant will review the PTASP annually beginning the date of issuance. At the time of review, Transit will discuss performance targets and any other safety hazards identified previously. The plan will have ongoing updates as necessary including changes that will be implemented immediately. Any updates will be recorded on the activity log of this plan. After completion all updates the plan will be forwarded to the Board of County Commission for review and approval.

Revision Number	Section/Pages Affected	Reasons for Change	Date Issued
1	Certification pg. 5	New Director	6/1/2021
1	Transit Agency, Plan pg. 9	New Director	6/1/2021
1	County SMS Contacts pg. 14	New Director	6/1/2021
1	Safety Mgmt Policy pg. 17	New Director	6/1/2021
1	Cleaning Vehicles pg. 44 - 45	New Director	6/1/2021
1	Organization Chart pg 53.	New Director	6/1/2021

3. Safety Performance Targets

Safety Performance Targets							
Targets below are compiled reviewing the previous 5 years of Citrus Transit's safety performance data.							
Mode of Transit Service	**Fatalities (total)**	**Fatalities (per 100 thousand VRM)**	**Injuries (total)**	**Injuries (per 100 thousand VRM)**	**Safety Events (total)**	**Safety Events (per 100 thousand VRM)**	**System Reliability (per 100 thousand VRM) failures**
Deviated Fixed Route Bus	0	0	3	0.27	5	.45	1.41
ADA / Paratransit	0	0	1	.07	10	.7	2.11

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Safety Performance Target Coordination The coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.		
Citrus Transit's Accountable Director Joanne Granger shares our Agency Safety Plan (ASP), including safety performance targets with the Metropolitan Planning Organization (MPO) in our service area each year after its formal adoption by the County Commission. Citrus County Transits Director also provides a copy of our formally adopted plan to the Florida Department of Transportation (FDOT). Citrus County Transits personnel are available to coordinate with the Florida Department of Transportation and the MPO in the selection of safety performance targets upon request.		
Targets Transmitted to the State	**State Entity Name**	**Date Targets Transmitted**
	Florida Department of Transportation (FDOT)	09/23/2020
Targets Transmitted to the Metropolitan Planning Organization(s)	**Metropolitan Planning Organization Name**	**Date Targets Transmitted**
	Metropolitan Planning Organization (MPO)	09/23/2020

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4. Safety Management System (SMS)

a. **Purpose**: This plan describes the Safety Management System supporting Citrus County Transit.

b. **General**: This manual establishes the SMS policies for employees of Citrus County Transit.

c. **Issue and Update**: The SMS manual will be reviewed and updated, as applicable, annually beginning on date of issuance. The Executive Director may authorize immediate changes to the manual. All SMS updates will be through verbal communication, including email to achieve updates in a timely manner.

d. **Scope and Objectives:** The SMS has been established consistent with business needs and regulatory requirements. The SMS is designed to reduce safety risks to an acceptable level through a continuous process of hazard identification and safety risk management practices to achieve the following goals:

1. Reducing transit safety, employee, and environmental risks by better managing Citrus County Transit's safety risks, and setting goals to eliminate or reduce risks.
2. Communication of safety risks to employees and their roles and responsibilities related to risks.
3. Increase awareness of safety issues at all levels, thereby providing a better framework/structure for management to play a leadership role in addressing safety concerns.
4. Compliance with all applicable state and federal regulations.
5. Foster a culture of change management so that safety issues are identified, and risks are eliminated or reduced in the planning process and delays or other impediments to business goals are avoided.
6. The SMS applies specifically to all contract organizations subject to Florida Department of Transportation and the Federal Transit Administration regulation on SMS and all Citrus County Transit operations.

e. **System Description:** Citrus County Transit operates under the Citrus County Board of County Commissioners (BOCC). Citrus County Transit originated in 1978 in an effort to meet transportation needs of the residents in Citrus County. It is the mission of Citrus County Transit to provide clean, courteous, safe and reliable transportation services to the residents of the County. Demand/ADA Paratransit services operate approximately Monday through Friday from 6:30 am to 6:00 pm. Deviated Fixed Route Services operate approximately from 6:00 a.m. to 6:30 p.m. with the exception of eleven designated holidays.

Citrus County Transit currently operates a Demand response a door-to-door service available by advance reservation. The Deviated Fixed route has designated bus stops with a restriction of 1/4 mile from the existing route for a deviation pick-up. The bus fleet consists of 25 buses, and 1 minivan that are equipped with lifts/ramps to serve the disabled residents of Citrus County. The Citrus County's Fleet Maintenance In-house Department performs vehicle maintenance.

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Total number of fixed-route vehicles: 8 Cutaway Buses
Total number of Para transit vehicles: 15 Cutaway Buses
Total number of support vehicles: 1 van
Total number of Deviated Fixed routes: 4
Number of Wheelchair Accessible: 24
Days of operations: Monday through Friday
Dispatch Location: 1300 S Lecanto Hwy, Lecanto, FL. 34461
Ridership FY 2019: Deviated Fixed Route 45,881
Ridership FY 2019: Demand / Paratransit 21,128
Operation Facility: 1300 S Lecanto Hwy. Lecanto, FL, 34461

f. **Safety Responsibilities:** To establish accountabilities for safety operations. The following are County Organizational Roles.

1. Accountable Executive -Provides strategic direction for safety policy, risk mitigation, safety assurance and safety promotion.
2. Chief Safety Officer - Provides leadership in the operation and performance of SMS, develops and implements innovative strategies that foster continuous SMS improvement in a manner that supports departmental, customer and business plans, goals and objectives.
3. Safety Liaison - Manages function related to site level operations activities. Provides site leadership in the implementation, operation and performance of site level SMS activities. Serves as the focal point of contact for SMS activities and coordinates SMS activities at the transit operations level.
4. Supervisors - Communicates and enables site safety policy related to SMS. Promotes operational safety, environmental responsibility and employee health and safety on and off the job.
5. Dispatchers - Ensure that reported safety items are appropriately addressed, concluded and tested. Dispatchers are individuals engaged on the day-to-day operations with safety on and off the job.
6. Fleet Management- Manages function related to site level maintenance. Serves as the focal point of contact for SMS activities and coordinates SMS activities at the county level.
7. Human Resources - Serves as the focal point of contact for SMS activities and coordinates SMS activities at the county level.
8. Risk Management - Serves as the focal point of contact for SMS activities and coordinates SMS activities at the county level.

g. **All County and Contact Personal**

1. Conduct work in the safest manner possible in accordance with approved site procedure, policies in addition, in a manner that enhances their own and or other employees' health and safety.
2. Promotes risk reduction, participates openly in safety related events investigations, immediately report workplace hazards, and make suggestion for control of reported hazards.
3. Contributes to the overall success of the SMS program at the county level.

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h. County SMS Contacts

Joanne Granger	Transit Director Accountable Executive	352-527-7634
Susan Morin	Driver Trainer / Program Asst / Accountable Safety Officer	352-746-8456
Cody Wirth	Dispatcher /Assistant Trainer / Safety Liaison	352-527-8461
Lori Hall	Transit Supervisor	352-527-8452
Michelle Halstead	Transportation Office Supervisor	352-746-8457
John Huff	Dispatcher	352-527-8451
Dan Johnson	Fleet Director	352-527-7637
June Randall	HR Director	352-527-5360
Mary Glancy	Risk Manager	352-527-5362

i. Roles and Responsibilities

1. **Accountable Executive** – The Citrus County Transit Executive Director is designated the Accountable Executive for the SMS. The Executive Director is accountable for ensuring that the SMS is effectively implemented, and resourced throughout the transit system. For ensuring action is taken to address any degradation in safety performance at Citrus County Transit. Facilitating full implementation of the SMS across the Transit System. Advocating for a safety culture, Managing and updating SMS processes based on experiences and lessons learned.
2. **Chief Safety Officer Role and Responsibilities** – The Director has designated the Driver Trainer as the Chief Safety Officer responsible for:
   a. Facilitating full implementation of the SMS across Citrus County Transit.
   b. Advocating for a safety culture.
   c. Conducting strategic planning for the SMS.
   d. Managing and updating SMS processes based on experiences and lessons learned.
   e. Reviewing and updating PTASP at least annually.
   f. Providing additional guidance material (as required) to further strengthen and clarify the SMS processes.
   g. Managing the Safety Risk Management and Safety Assurance processes and outputs.
   h. Monitoring the safety performance of the transit system operations and activities through formal data collection and analysis.
   i. Tracking safety-critical issues and corrective actions to conclusion, using appropriate tracking systems.
   j. Leading and facilitating hazard analyses and internal safety audits through with support from appropriate transit system sites.
3. Developing and coordinating the provision of the data and dashboards for tracking and monitoring safety performance, and coordinate safety training when required. The Chief Safety Officer is responsible for advising Citrus County Transit on safety related issues.

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4. **Safety Liaison Roles and Responsibilities -** The Safety Liaison is responsible for the safety and implementing the SMS within the Operations and Maintenance sites accordingly. The Safety Liaison will:
   a. Assist in the full implementation of the SMS across Citrus County Transit.
   b. Advocating for a safety culture.
   c. Managing and updating SMS processes based on experiences and lessons learned.
   d. Monitoring the safety performance of the site and activities through formal data collection and analysis.
   e. Tracking safety-critical issues and corrective actions to conclusion, using appropriate tracking systems.
   f. Assist in the review and update of each site safety plan and PTASP at least annually.
   g. Ensuring safety measures and procedures are in place for meeting safety performance targets.
   h. Required that all relevant safety-related information be communicated and used in decision-making.
   i. Leading and facilitating hazard analyses and internal safety audits through with support from appropriate transit system site.
5. **Managers Roles and Responsibilities –** All managers are accountable and responsible:
   a. Upholding and promoting safety policies, and safety risk management, safety assurance, and safety training and communication protocols.
   b. Managing and communicating updates for the SMS to the Chief Safety Officer based on experiences and lessons learned.
   c. Monitoring the safety performance of the site and activities through formal data collection and analysis.
   d. Tracking safety-critical issues and corrective actions to conclusion, using appropriate tracking systems.
   e. Assist in the reviewing and gathering info to update the safety plan and PTASP on an annual basis.
   f. Ensuring safety measures and procedures are in place for meeting safety performance targets.
   g. Required that all relevant safety-related information be communicated and used in decision-making.
   h. Leading and facilitating hazard analyses and internal safety audits through with support from appropriate transit system site.
6. **Supervisor Role and Responsibilities –** All Supervisors are accountable and responsible:
   a. The safety performance of all personnel and equipment under their supervision. Implementing and maintaining safety-related control measures/mitigations.
   b. Familiarizing employees with the safety requirements and hazards associated with the work to be performed.
   c. Responding to identified hazards that may impact safety performance.
   d. Reporting all mishaps and incidents to the Chief Safety Liaison.
   e. Sharing lessons learned from incidents, Implementing, and adhering to safety procedures and processes within their span control.

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7. **Citrus County Transit–** All County Employees must:
   a. Becoming familiar with the safety procedures for their assigned work activity.
   b. Performing their work safely.
   c. Following procedures and rules.
   d. Calling attention to hazards that may impact safety performance.
   e. Reporting mishaps and incidents to their Supervisor or Safety Liaison, in accordance with established requirements for the protection of themselves, co-workers, customers, facilities, and equipment.
8. **Citrus County Fleet management, HR Risk and Management Responsibilities –** All County Employees are responsible:
   a. Calling attention to hazards that may impact safety performance.
   b. Reporting mishaps and incidents to the Executive Director, in accordance with established requirements for the protection of themselves, co-workers, customers, facilities, and equipment.
9. **Safety & Security Review Committee -** Citrus County Transit will use a safety committee to review and evaluate safety processes, and issues:
   a. The purpose of this committee is to bring management, employees, and employee representatives together to achieve and maintain a safe, healthful workplace. Meetings will be held on a regularly as needed basis, and may include safety reviews, injury reviews, and address employee concerns.

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5. Safety Management Policy Statement

Citrus County Transit is committed to developing, implementing as practical, maintaining, and continually improving processes to ensure the highest level of safety performance. All transit service activities, from project planning through operations and maintenance will occur with a balanced allocation of organizational resources to support this goal.

Citrus County Transit is committed to:

a. Integrating safety management among the primary responsibilities of all managers and employees.
b. Clearly defining accountabilities and responsibilities for the delivery of Citrus County Transit's SMS performance for all levels of staff.
c. Supporting safety management with appropriate resources.
d. Developing an organizational culture that fosters safe practices and encourages effective employee safety reporting and communication.
e. Enhancing hazard identification and analysis, and safety risk evaluation activities, including an employee safety reporting program, to eliminate or mitigate the safety risks resulting from all activities to as low as reasonably practical (ALARP)
f. Complying with federal, state, and Citrus County safety-related requirements, rules, and standards.
g. Ensuring that all staff are provided with adequate and appropriate safety-related information and training.
h. Establishing and measuring our safety performance against realistic, data-driven safety performance indicators and targets.
i. Continually improving our safety performance through management processes that ensures appropriate actions are taken and assuring effectiveness.
j. Ensuring externally supplied systems and services meet Citrus County Transit safety performance standards.

All levels of management and all employees are accountable for the delivery of the highest level of safety performance, starting with the Director of Citrus County Transit. We also understand that we have the authority and responsibility for day-to-day implementation and operation of our Safety Management System (SMS).

Signature: _____
Name: Joanne Granger
Title: Transit Services Director

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6. Safety Management Policy Communication

Citrus County Transit will use a variety of methods to communicate issues important to the operation of the SMS. This strategy will complement existing safety communication channels to make company personnel aware of SMS-related safety issues and their roles and responsibilities related to those issues.

a. Effective communication is an essential requirement to ensure communication as a part of the continuous improvement of the SMS including:
   1. Ensuring that all staff are appropriately aware of the SMS.
   2. Conveying SMS lessons and information.
   3. Explaining why SMS related activities are introduced or changed.
   4. Conveying SMS activity updates.
   5. Educating personnel on procedure for hazard and near miss reporting.
   6. Promotion of the company's safety objectives, targets and culture.

b. Internal Communication awareness may be accomplished with:
   1. Notice board.
   2. Safety meetings and training sessions.
   3. Phone or email communications.
   4. Intranet postings.

7. Hazard and Near-Miss Reporting

The Citrus County Transit Agency Safety Plan requires proactive reporting of safety hazards or safety concerns on the part of all employees in order to maintain a proactive position on risk. Each employee, regardless of his or her position within the organization, is expected to cooperate in all aspects of safety reporting.

a. **Process and Procedures**
   1. When an employee becomes aware of a hazard or near miss, they shall submit a report at the end of a shift using one of the following methods:
      a. Submit Incident Report to supervisor who reviews it, when completed Supervisor submits to Chief Safety Officer.
      b. Chief Safety Officer is required to follow-up and investigate the incident. CSO will forward it to Liaison for entry into Hazard Safety Log for tracking purposes.
      c. Chief Safety Officer will follow-up with corrective measures to take place.
      d. When corrective actions are completed, Safety Liaison will enter a close date on the Hazard Safety Log.

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Non-PUNITIVE Safety Hazard & Near Miss Reporting

Citrus County Transit is committed to the safest operation possible. Therefore, it is imperative that we have uninhibited reporting of all safety hazards, near miss, concerns and/or suggestions that in any way affect the safety of our operation.

Every employee (or individual) involved in the Citrus County Transit daily activities has the responsibility and right to report near miss, safety hazards or perceived hazards, concerns and/or suggestions that may affect the integrity of our operation to the Director, Supervisor, Chief Safety Officer or Safety Liaison. Citrus County Transit has the responsibility to provide every employee the opportunity to report those hazards and concerns and do so with confidentiality and without fear of reprisal.

The purpose of this program is to ensure all near miss incident (including minor incidents) are reported, recorded and investigated. Reporting and sharing information with relevant parties creates an opportunity to answer the questions of what happened. We gain understanding and insight from an incident's analysis then utilize that knowledge to predict, prevent or mitigate future risk of reoccurrence. This proactive approach will promote an open, learning and just culture concerning workplace safety.

Citrus County Transit will not initiate disciplinary proceedings against an employee who discloses a safety hazard or perceived hazard, safety concern and/or suggestion involving safety. However, the non-reprisal policy does not apply to defined accidents/incidents, willful violations of law, Citrus County Transit policy, or any event where there was intentional disregard for safety. This also does not apply to any event or condition that involves criminal activity, substance abuse, controlled substances, alcohol or intentional falsification. In such cases, Citrus County Transit reserves the right to take disciplinary actions as appropriate.

Citrus County Transit also reserves the right to take appropriate action in the event that a report indicates: willful violations of law or Citrus County Transit policy, intentional disregard for safety, or any event or condition that involves criminal activity, substance abuse, controlled substances, alcohol or intentional falsification by an individual other than the reporting individual.

We urge every employee to use this reporting to help us provide the highest level of safety for our employees and passengers. Every employee who submits a report will be provided feedback on the outcome regarding his/her report.

Fill out a Citrus Transit Incident report and turn it into your Supervisor. The identity of the person reporting will be confidential and only known by the Chief Safety Liaison if you choose to do so. Reports may be made anonymously if you so desire.

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8. Risk and Hazard Identification and Assessment

The purpose is to establish a risk assessment policy. The second component of SMS is Risk Management describing how Citrus County Transit identifies, evaluates, tracks and mitigates hazards and risks in the organization and on the transit system. The processes undertaken by the authority are provided in enough detail to be effectively undertaken. Acceptable risk levels, performance targets and mitigation measures are established.

a. Risk Management

The management of identified hazards is a vital component of Citrus County Transit's Safety Management System. A hazard is defined as a condition or set of conditions, internal or external to the Citrus County Transit system, which when activated could cause injury, death, damage or loss of equipment or property. An unacceptable hazard is a condition that may endanger human life, property or result in system loss. This includes harm to passengers, employees, contractors, equipment, and to the general public. These hazardous conditions must be mitigated or eliminated. Hazards are identified in several different internal and external sources. Hazards may be observed in the operating environment, through procedures during system modifications and capital projects, accidents, extensions or operational changes. The Hazard Management Program applies to all Citrus County Transit employees and obligates everyone to constantly observe hazards in their work areas and report them to their Director, Supervisor, Chief Safety Officer. The overall hazard management program incorporates a system-wide hazard identification process, including activities for:

1. Identification
2. Investigation
3. Evaluation and analysis
4. Mitigate or elimination
5. Tracking

b. Hazard Management

1. Citrus County Transit's Director, Supervisor's, Driver Trainer and Dispatchers play a key role in the hazard management process to ensure that the process has been fully integrated with staff.
    a. All employees are expected and encouraged to participate in the safety program activities. Including reporting hazards, reporting unsafe work practices, near misses, and accidents immediately to their supervisor and or safety officer.
    b. The Director, Supervisors, Chief Safety Officer, Safety liaison are the primary points of contact (POC) for the hazard management process.
    c. Safety Liaison and or Chief Safety Officer will enter identified hazards into the Hazard Safety Log.
    d. The CSO and or Liaison Officer are responsible for developing a (CAP) Corrective Action Plan (if applicable) for high risk hazards, consulting with the Transit Director ensuring corrective measures have taken place.
    e. Other members may participate in the evaluation and control or elimination of the hazard.
    f. Hazards must be mitigated at the lowest level practicable. However, when a hazard requires costs involved. The Director will elevate it to Risk Management and or Fleet Management for an in-depth review.

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c. Hazard Identification

Identification of hazards is the responsibility of all Citrus County Transit employees. The continuous identification, monitoring, and elimination of hazards is key to an effective system safety program. Hazard identification methods include, but are not limited to the following:

1. Observation, inspection, and interaction of all Citrus County Transit employees.
2. Reports from passengers, customer service, etc.
3. Evaluation of accidents, incidents, near misses, to include data trends and projections.
4. Internal and external safety audits, inspections, observations, defects, findings, violations, and reviews.

Examples of observed hazards may include:

1. An uneven sidewalk joint that could cause a trip and fall.
2. An extension cord, bus-cleaning materials laying across a pathway.
3. Oil leaked out of a Bus in the parking lot.
4. Missing fire extinguisher.
5. Low hanging tree limbs along routes.
6. Problematic routes due to route design.
7. Location of Bus Stops.
8. Service door entry steps, safety tread.
9. Backing a Bus.

d. Hazard logs

At Citrus County Transit, we are responsible for the maintenance of our Hazard Logs. This ensures that all hazards meeting defined criteria are entered onto the Hazard Log. The following are specific hazards that are identified at the management level:

1. Unacceptable hazards (High Hazards) Reports from passengers, customer service, etc.
2. Hazards identified from audits from outside agencies. Internal and external safety audits, inspections, observations, defects, findings, observations, violations, and reviews.
3. Hazards identified from accident investigations.

The employee including his /her supervisor if able may resolve hazards identified by an employee. The Non- Punitive employee reporting applies to all Citrus County Transit employees. CCT has an open door policy for all Office and Driver personal. The Director and or Supervisor will forward it to the Chief Safety Officer for review. Handing the verified document to the Safety Liaison who will enter it into the hazard log database. Reviewing that all corrective measures have been taken before closing out the report log. The Routematch transportation database will be utilized to enter all Accidents, Safety Event or Incidents, including Compliments or Hazard complaints. This will ensure digital storage is utilized as back up.

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e. **Corrective Action Plan**

Correction action plans (CAP) are utilized by transit for hazards that meet certain criteria. The hazards identified in the section above, require the usage of the corrective action plan. In the following instances corrective actions plans must receive approval be the Accountable Executive Director before corrective action plans may be carried out.

1. Unacceptable hazards (High Risk Hazards)
2. Audit findings from regulatory agencies resulting in Non-conformance (FDOT, FTA)
3. Accident investigation requiring corrective action. (Fatality, severe injured, damage exceeding $1000.00)

CAP's must contain at minimum:

1. A person of responsibility for the corrective action.
2. A purposed completion date.
3. Plan approval when applicable.
4. Identification of root cause analysis.
5. Corrective measure's
6. Safety Assurance.

The Director, Chief Safety Officer, Supervisors, and Safety Liaison must ensure that the CAP process is followed and properly tracked on the hazard log until it is closed.

f. **Hazard Matrix Analysis**

Citrus County Transit's hazard analysis matrix below provides the ability to assign hazards a specific hazard rating based on a combination of severity and probability. Hazards maybe rated as High, Serious, Medium, Low and Eliminated.

Probability Table

Likelihood	Meaning	Value
Frequent	Likely to occur/ has occurred frequently	5
Occasional	Likely to occur/ has occurred sometimes	4
Remote	Unlikely to occur/ has occurred rarely, but possible	3
Improbable	Very unlikely to occur or no known occurrences	2
Extremely Improbable	Almost inconceivable that this will ever occur	1

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Severity Table

Value	Severity	Meaning
A	Catastrophic	Deaths (not including suicide or death by natural causes Equipment destroyed
B	Hazardous	A large reduction in safety margins: Seriously injury-fracture, severe bleeding, paralysis, Brain injury, Major equipment damage
C	Moderate	A significant reduction in safety margins, Injury bruising, abrasions, bleeding, sprains (ambulance transport)
D	Minor	Nuisance, Operating limitations, Minor incident Minor injury-bruising, abrasion (no ambulance transport)
E	Negligible	Insignificant

Risk Resolution Table

		Risk Severity				
		A	B	C	D	E
	Risk Probability	Catastrophic	Hazardous	Moderate	Minor	Negligible
5	Frequent	5A	5B	5C	5D	5E
4	Occasional	4A	4B	4C	4D	4E
3	Remote	3A	3B	3C	3D	3E
2	Improbable	2A	2B	2C	2D	2E
1	Extremely Improbable	1A	1B	1C	1D	1E

Resolution Requirements

High	Unacceptable	Correction required
Serious	Undesirable	Correction may be required, decision by management
Medium	Acceptable W/ review	With review and documentation by management
Low	Acceptable	Without review
Eliminated	Acceptable	No Action needed

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g. Hazard Severity

Hazard severity is a subjective determination of the worst case that could be anticipated to result from human error, design inadequacies, component failure or malfunction. The categories of hazards are as follows.

1. **Catastrophic** - Operating conditions are such that human error, design deficiencies, element, subsystem or component failure or procedural deficiencies may cause death or major system loss and require immediate termination of the unsafe activity or operation.
2. **Critical** - operating conditions are such that human error, subsystem or component failure or procedural deficiencies may cause severe injury, severe occupational illness or major system damage and require immediate corrective action.
3. **Marginal** - Operating conditions are such that they may result in minor injury, occupational illness or system damage and are such that human error, subsystem or component failures can be counteracted or controlled.
4. **Negligible** - Operating conditions are such that human error, subsystem or component failure or procedural deficiencies will result in less than minor injury, occupational illness or system damage.

The categorization of hazards is consistent with risk-based criteria for severity; it reflects the principal that not all hazards pose an equal amount of risk to property safety.

h. Hazard Probability

The probability of a particular event or a specific hazard occurring may be defined as a non-dimensional ratio of the number of times that a specific event occurs to the total number of trials in which this event will occur during the planned life expectancy of a system. Generally, hazard probability is described qualitatively in potential occurrences per units of time, miles, trips, runs or passengers carried. A hazard probability may be derived from the analysis of transit system operating experience.

i. Hazard Resolution and Elimination

Hazard resolution is defined as the analysis and subsequent actions taken to reduce the hazard to the lowest level practical and the risk associated with an identified hazard. Hazard resolution is not synonymous with hazard elimination. In a transit environment, there are some hazards, which are impossible to eliminate and others, which are highly impractical to eliminate. Reduction of risk to the lowest practical level can be accomplished in a variety of ways from protective and warning devices to special procedures.

1. Design to minimize hazard severity. To the extent permitted by cost and practicality, identified hazards will be eliminated or controlled by the design of equipment, systems and facilities.
2. Hazards that cannot reasonably be eliminated or controlled through design will be controlled to the extent practicable to an acceptable level through the use of fixed, automatic, or other protective safety design features or devices. Provisions will be made for periodic functional checks of safety devices and training for employees to ensure that system safety objectives are met.

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3. When design and safety devices cannot reasonably nor effective, eliminate or control an identified hazard, safety warning devices will be used (to the extent practicable) to alert persons to the hazards.
4. Where it is impossible to reasonably eliminate or adequately control a hazard through design of the use of safety warning devices, procedures and training will be used to control the hazard.

j. **Hazard Tracking**

Citrus County Transit has incorporated a Safety Event /Incident Report form for any medium or low rating risk hazard. That will assist any staff member to report any Employee, Passenger, or Physical Incident or any type of Hazard to the Director, Supervisor and or Chief Safety Officer. CCT comes with an open door policy for all employees reporting any safety event. Hazards that are reported will be dealt with on a Severity level basis.

9. Accident and Incident Reporting

The purpose is to establish the scope of event reporting for the Citrus County Transit's Safety Management System.

The accident/ incident notification is initiated by the notification of the event (accident or incident) according to the Citrus Transit policies and procedures. This document defines what is considered an accident or incident. It also outlines the actions to be taken by employees in the event of an accident/incident related to Citrus County Transit vehicles, passengers, employees or property in the course of doing business.

Each investigation will be documented by filling out an Accident report. This includes a description of the investigation activities, identified causal factors, and any identified corrective action plan. Each corrective action plan will identify the action to be taken by the bus transit system and the schedule for its implementation

The following are the accident and incident procedures for Citrus County Transit.

a. Once accident or incident occurred, the Operator will report it to the Transit Supervisor immediately.
b. The written report should be submitted that same day during normal business hours or next day if accident/incident occurred during end of shift during non-business hours. The report will be signed and dated. Including, attached bus accident seating chart if applicable to an accident.
c. Once submitted to the Supervisor for signature. The Chief Safety Office will review the document for the Corrective Action Plan (CAP) ensuring all information is completed on the form. The safety Liaison will enter the into a Hazard Log Report to complete the process.
d. The Transit Director will monitor and track the implementation of each CAP. Investigation reports, corrective action plans, and related supporting documentations that will be maintained in the Hazard Reporting Log. The Routematch transportation database will be utilized to enter all Accidents, Safety Event or Incidents. This will ensure digital storage is utilized as back up.

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10. Event Investigation

14-90.004 *establishes the requirements for investigating events involving a bus or taking place on bus transit system controlled property resulting in a fatality, injury, or property damage.*

The events are considered accidents or incidents that involve a transit vehicle or take place on Citrus County Transit's property. An "accident" is an event that causes damage to a vehicle, individual, or property while the vehicle is in motion. It may involve a single vehicle or multiple vehicles. An "incident" is defined as an event that causes damage to a vehicle, individual, or property, which is not an accident.

Any event involving a bus or taking place on property controlled by a transit system and resulting in a fatality, injury, or property damage will be investigated by CCT and Law Enforcement. All events included but not limited to the following, will be investigated:

a. A fatality, where an individual is confirmed dead within 30 days of a bus transit system related event, excluding suicides and deaths from illnesses.
b. Injuries requiring immediate medical attention away from the scene for two or more individuals.
c. Property damage to bus transit system buses, non-bus transit system vehicles, other bus system property or facilities, or any other property. CCT will have the discretion to investigate events resulting in property damage less than $1,000.
d. Evacuation of a bus due to a life safety event where there is imminent danger to passengers on the bus, excluding evacuations due to operational issues.

In case of all events, commercial operators are required to contact CCT office. The office will contact local law enforcement, dispatcher, and emergency medical services (as required) immediately. Supervisors will be sent to the scene depending on the severity of the event at the discretion of the Director. Each investigation will be documented in a final report that includes a description of the investigation activities, identified causal factors, and any identified corrective action plan. Each corrective action plan will identify the action to be taken by the bus transit system and the schedule for its implementation. The Transit Director will monitor and track the implementation of each corrective action plan. Investigation reports, corrective action plans, and related supporting documentation will be maintained by the Transit Director for a minimum of four years from the date of completion of the investigation. The Hazard Repot Log will have all required information accessible for audit and tracking purposes.

Documents required for submission in the event of an Accident or Incident:

1. Accident Report.
2. Bus Seating Chart.
3. Post-Accident Testing Determination & Decision Form (FTA).
4. FTA Reasonable Suspicion (If Applicable).
5. Florida Traffic Crash Information Exchange / Police Report.
6. Citrus County BOCC & Johns Eastern Insurance Claim Report.
7. Employee Safety Event or Incident Report (If Applicable).

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The definition of a vehicle accident is an event involving any of the following:

1. Loss of life.
2. Serious injury to a person.
3. Collision involving a transit vehicle.
4. An evacuation for life safety reasons.

The definition of an incident is an event involving any of the following:

1. Personal injury that is not serious.
2. One or more non-serious injuries requiring medical transport.
3. Damage to the facilities equipment or infrastructure that disrupts the operations of the agency.

The definition of a safety event/occurrence is an event involving any of the following:

1. An event without any personal injury in which any damage to facilities, equipment, or infrastructure does not disrupt operations.

The definition of a serious injury is an event involving any of the following:

1. Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received. (Use best judgement at the scene of accident)
2. Results in a fracture of any bone.
3. Causes severe hemorrhages, nerve, muscle, or tendon damage.
4. Involves any internal organ, or involves any second- or third-degree burns.

(Definitions are from National Public Transportation Safety Plan)

Operator Post Accident Immediate Actions:

1. Remain calm and assess the situation.
2. Secure the vehicle. (Set Brake, turn on 4-way hazards)
3. Contact Dispatch via 2-way radio.
4. Provide dispatch with your exact location, description of accident, number of passengers, are there any apparent injuries.
5. Secure the scene do not move the vehicle unless directed by emergency responders or Supervisors. Put out the triangles, assist passengers with first aid if warranted.
6. Obtain facts about the other vehicles involved and begin filling out accident/incident paperwork.
7. DO NOT discuss the accident with anyone other than law Enforcement or a Supervisor.
8. DO NOT make any statements concerning liability. Give only information requested by Law Enforcement.
9. Under no circumstances should an operator leave the scene of an accident prior to the arrival of Law Enforcement unless directed to do so by a supervisor or accident investigator.

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Incident Reporting Roles and Responsibilities

1. Employee: Report any product damage, physical property damage, transit safety issue, immediately to their supervisor or appropriate management personnel.
2. Reporting Supervisor and or Chief Safety Officer on the scene will be the primary accident investigator and will secure medical assistance and/or triage at the incident scene to ensure that no further damage or injury can take place in the immediate area. Provide first aid if warranted, take photos, interview witnesses, review video and begin accident paperwork. It will also determine if FTA Drug and Alcohol test is required.

Corrective Actions

The Director or Supervisor and Chief Safety Liaison will review all accident and incident reports including Hazard Complaint forms. The Supervisor and the Chief Safety Officer will also initiate an investigation to determine causal or contributing factors for all events. Findings from the investigation that identify risk will be evaluated to determine the course of action that will be taken to mitigate the risk. A formal corrective action process may not be necessary for every safety event. Based on the hazard analysis matrix included herein the appropriate mitigation will be implemented for acceptable and non-acceptable hazards. In all cases, all pertinent information for each safety event will be tracked on the hazard log. The Director will then forward findings to the Supervisor and the Chief Safety Officer to develop a corrective action plan (CAP) if necessary. The CAP form will be assigned a number and placed on the hazard log with the corresponding hazard for tracking purposes.

The corrective action plan will contain:

1. Action to be taken
2. Proposed completion date
3. Individual responsible for implementation

As with any investigation, time is of the essence, therefore investigations should proceed as soon as practical to avoid potentially losing valuable information. Investigations are to be concluded within seven business days of the incidents.

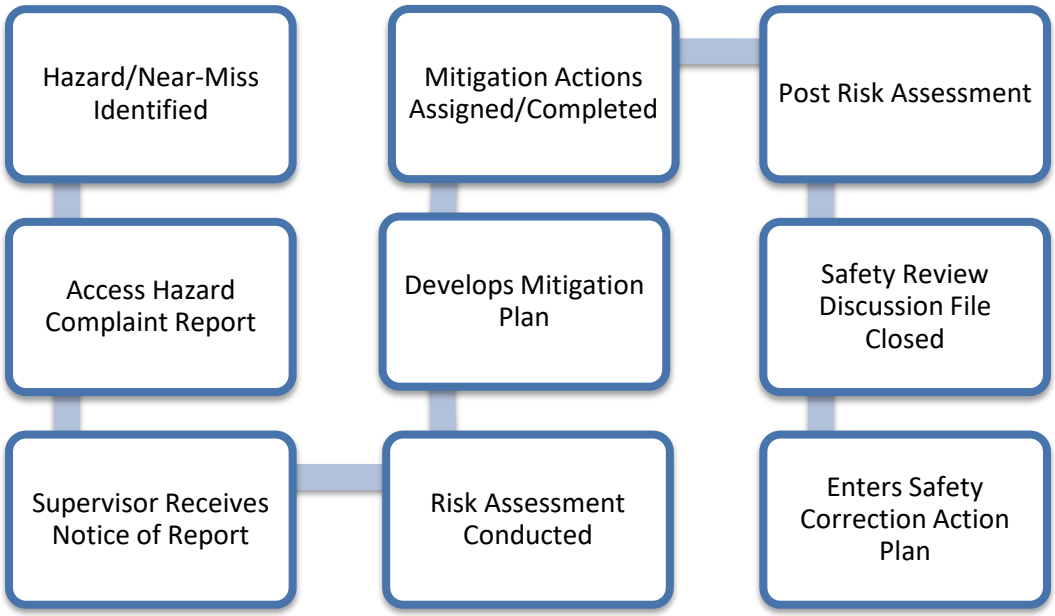
Investigations are a methodical search into an event where information relating to factors that may have caused or contributed to the event are discovered. A complete investigation is comprised of the following three stages:

1. Investigation and Interview stage: all relevant information is found.
2. Root Cause Stage: Contributing factors and root cause is determined. All information will be recorded on the CCT Safety Event/Incident Form.
3. Preventative strategies recommendations are prepared and recorded in the report.

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Near-Miss

1. In order to promote the continuous safety performance improvement of the SMS, Citrus County Transit will promptly and thoroughly investigate events that result in safety of transit risk, product, service, and employee safety risk. Near-miss incidents are investigated if it is not readily determined the root cause of the near miss. For near-miss reports, a full investigation may not be required. In this case, the Supervisor and or Chief Safety Liaison will determine the level of investigation appropriate to effectively address the report and will forward the report to the Director for review.



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11. Safety Assurance

To establish safety performance monitoring and measurements within the Citrus County Transit. The following are the activities to monitor the system for compliance with procedures, for operations and maintenance:

a. Upholding and promoting safety policies, and safety risk management, safety assurance, and safety training and communication protocols.
b. Developing safety performance measures and targets.
c. Holding departments accountable for the safety performance within their respective departments.
d. Fostering a strong safety culture within their department.
e. Allocating the appropriate staffing resources necessary to become compliant with and maintain compliance with the SMS requirements.
f. Identifying the necessary funds to meet the safety performance requirements and incorporate them into budgeting plans, prioritizing and allocating expenditures according to safety risk.

These activities will also allow the Citrus County Transit System to identify any safety risk mitigations that may be ineffective, inappropriate or where not implemented as intended. In addition, the continuous identification, monitoring, and elimination of hazards is key to an effective system safety program. Hazard identification methods include, but are not limited to the following:

a. Observation, inspection, and interaction of all Citrus County Transit employees.
b. Reports from passengers, customer service, etc.
c. Evaluation of accidents, incidents, near misses, to include data trends and projections.
d. Analysis of the routes and bus stops.
e. Use of the Hazard log for all hazards identified, analyzed, and mitigated as an ongoing record of those risk decisions.

12. Safety Promotion – Training, Awareness & Competence

To ensure that all employees have the appropriate level of knowledge about the Citrus County Transit's Agency Safety Plan and how the policies, processes and procedure affect how they perform their duties. This aspect of the SMS is a requirement for establishing initial competency and for on-going competence building. Additionally, this is a method for demonstration of the SMS and its contribution to safety culture development.

Citrus County Transit will appropriately train employees at each relevant function and level such that they are aware of the following:

a. The SMS Safety Policy.
b. The SMS Safety Culture Policy.
c. The SMS Manual built into the PTASP.
d. The importance of conformance with SMS.

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e. Individual roles and responsibilities specific to the SMS. (Safety Accountabilities)
f. General hazard reporting requirements of the SMS.
g. General risk assessment procedure of the SMS.
h. General Accident, Safety Event, Incident, Compliment or Hazard Complaint Reporting and Preventive Maintenance. Near-miss reporting and investigation requirements.
i. General responsibilities with respect to the SMS emergency preparedness and response plan.

Citrus County Transit's SMS training takes into account different levels of responsibility, ability, literacy, and risk to ensure that there is an appropriate awareness among employees and supervisors as to what their role responsibilities are. In accordance with the above policy objectives, Citrus County Transit will provide SMS training as follows:

a. **Director, Supervisors and Driver Trainer:** Awareness of SMS roles and responsibilities, safety policy, safety culture policy, SMS requirements, related DOT/FTA regulations, management commitment and responsibilities, and safety performance monitoring responsibilities.
b. **Supervisors and Driver Trainer:** SMS policy, SMS processes management, management commitment and responsibilities, hazard identification and risk management, safety performance monitoring responsibilities.
c. **Bus Operators and County personnel:** SMS Overview, safety policy, safety culture policy, safety reporting, hazard identification and risk assessment procedure, accident and incident investigation process.

Competence

a. Supervisors and Driver Trainers competence within the SMS operations will be assured through continuous communication and involvement in the SMS as follows:
b. **Employees shall be:**
    1. Involved in the review of accident, safety event incident reporting, compliment and hazard complaint reporting, investigation findings specific to SMS standard operating process development where appropriate.
    2. Consulted where there are workplace changes that occur because of SMS related activities.
    3. Be represented in SMS matters at their site.
    4. Informed of significant issues arising from the operation of the SMS at their site. Including lessons learned from hazards, near miss reports and accident, incident investigation findings.
c. **Employee involvement shall be accomplished by:**
    1. Submission of accident, incident, and hazard reports.
    2. Involvement in risk assessment results and post event investigation findings.
    3. Participation in site safety performance monitoring.
    4. Participation in SMS assessments.
    5. Involvement in safety discussions at meetings and training classes.

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d. **Director, Supervisors and Driver Trainer Shall:**

1. Be involved in the review of accident, safety event incident reporting, and compliment and hazard complaint reporting, where appropriate.
2. Coordinate workplace changes that need to occur because of SMS related activities.
3. Lead resolution of SMS matters at their site.
4. Coordinate resolution of significant issues arising from the operation of the SMS at their site.
5. Meeting to discuss safety performance monitoring activities.

13. Emergency Response Planning

To establish an effective coordination with the Emergency Operations Center (EOC) when needed. The County Transit Facility is affiliated with the Citrus County Government Board of County Commissioners (BOCC). Citrus County Transit staff supports the Emergency Operation Center (EOC) responsible for assisting the County Emergency Management Center in coordinating disaster response and recovery for the county. In this capacity, the EOC Planning and Strategic Initiatives staff serves as part of the County's Logistics Group. The EOC serves as the management and control agency for coordinating resource management and resource distribution efforts for relief. Although, the EOC is most likely cause for activation, Citrus County Transit is prepared to respond to any natural or manmade event that may occur.

a. Plan Review

The Director is mandated to coordinate annually with a review and if any necessary revision through the Citrus County Emergency Operations Center. This includes a critique of the actions taken in support of the plan following any event necessitating implementation of the Emergency Action Plan (EAP).

b. Emergency Management Plan

The EOC establishes a framework for an effective system of emergency management, for the purpose of:

1. Reducing loss of life, injury, and property damage and loss resulting from natural or man-made emergencies.
2. Preparing for prompt and efficient response and recovery activities to protect lives and property impacted by emergencies.
3. Responding to emergencies with the effective use of all relevant plans and resources deemed appropriate.
4. Recovering from emergencies by providing for the rapid and orderly implementation of restoration and rehabilitation programs for persons and properties affected by emergencies.
5. Assisting in awareness, recognition, education, prevention and mitigation of emergencies that may be caused or aggravated by inadequate planning for, and regulation of, public and private facilities and land use.

The Executive Director serves as point of contact for Citrus County Transit, including emergency response.

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14. Security Program Plan

In accordance with Rule 14-90, Citrus County Transit has implemented a System Program Plan (SPP), which covers the security portion of the system safety program. The SPP contains information about prevention, mitigation, preparedness, response, recovery, and associated organizational responsibilities.

The SPP addresses the following hazard and security elements and requirements:

a. Security policies, goals, and objectives.
b. Organization, roles, and responsibilities.
c. Emergency management processes and procedures for mitigation, preparedness, response, and recovery.
d. Procedures for investigation of events described under subsection 14-90.004(5), F.A.C.
e. Procedures for the establishment of interfaces with emergency response organizations.
f. Procedures for interagency coordination with local law enforcement jurisdictions.
g. Procedures for SPP maintenance and distribution.
h. Requirements for the Transit Operator

Per Rule 14-90, the SPP has been adopted separately from the SMS. Bus transit systems are prohibited by Section 119.071(3) (2), Florida Statutes, from publicly disclosing the SPP, as applicable under any circumstance. The document is maintained in a secured location by management and given only to the applicable personnel within the agency and responsible for activities in the plan. On site, access to the SPP is granted to regulatory authorities (FDOT, FTA, etc.) on as needed basis. The SPP is shared with employees enabling them for job responsibilities.

a. Hazard and Security Plan Training

1. CCT offers all drivers training on Safety and Security – the training program is as follows:

Transit Safety Institute (TSI) computer based training offers a classroom setting and discussion to ensure material is adequately covered.

   a. Inspecting for Security.
   b. Identifying threat.
   c. Threats and Management Steps.
2. National Safety Institute and (FTA) Federal Transit Administration. Directs and offers presentations in a classroom discussion.
   a. System Security Awareness (Warning Signs Video
   b. Safe and Secure (Security Awareness for Bus Operators) Video
3. Vehicle Pre Inspection and Post Inspection, Drivers are instructed in classroom and instructed when performing an actual inspection.
4. All Drivers must report any Incident or Hazard concern to the Dispatcher and or Supervisor.

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5. Drivers receive instruction for hazardous materials on the bus. The information is reviewed at the start of new hire bus orientation, during quarterly refresher training, Including Emergency Management training that details what is hazardous that should not be transported.
6. All Drivers perform a pre-trip inspection before taking any vehicle on the road. This is part of the training for a new driver as well as continued training for all Citrus County Drivers. This education is part theory and part practical training.
7. Observation by Employees includes suspicious activity. Drivers receive instruction from (TSI) Transportation Safety Institute training program with discussion and videos giving drivers a look at how to handle situations, and how to identify threats on their daily route.
8. Driver Management Security Situations – The Customer Service training has detailed instruction that includes how an operator should respond to passenger situations.
    a. Review the rules with the passengers
    b. Complaints and defusing arguments – reviewed in driver training
    c. Calling into dispatch for back-up
    d. Maintaining control of the vehicle and reporting all incidents.

All drivers will receive instruction on how to report or write up any safety event or incident that takes place on or during the daily route.

15. State of Florida Minimum Operational, Safety and Maintenance Requirements

To establish a plan for selecting and training operators. Employees of Citrus County Transit that are directly involved with the performance of repairs or maintenance services are subject to the personnel policies of the County. The Transit Supervisor and Driver Trainer are responsible for the recruiting, training, and supervision of employees including drivers pursuant to Rule 14-90.

a. Qualification and Background Checks

The Transit Supervisor is responsible for ensuring that the following minimum standards are met when hiring new drivers:

1. Must possess a valid Class B or C Florida driving license with “P” endorsement.
2. Criminal background check and driving records check including, but not limited to, the following items.
3. Valid Driver’s License check twice a year.
4. Social Security Number validations. (Human Resources)
5. Criminal history Level II background check.
6. Employment reference checks. (Human Resources)
7. Complete employment application. (Human Resources)
8. Successful completion of the DOT pre-employment physical including, eye examination, Federal Transportation Administration (FTA) alcohol and drug-screening test.
9. Signed acknowledgement of receipt and agreement to comply with drug-free workplace policy.

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Successful completion of required orientation, training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus before driving on a street or highway. A vehicle checklist filled out and signed by the operators and driver trainees.

1. Communication and handling of unsafe conditions, security threats, and emergencies.
2. Familiarization and operation of safety and emergency equipment, wheelchair lift/ramp equipment, and restraining devices.
3. Application and compliance with all applicable federal and state laws, rules and regulations.
4. Communications- Cellular and electronic devices policy.
5. Drug free workplace Policy.
6. Drivers are required to write and submit a daily vehicle inspection form pursuant to Rule 14-90.006, F.A.C.
7. Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus. A drivers Evaluation will be taken before driving on the roadway without a trainer present.
8. Bus transit systems shall provide written operational and safety procedures to all bus drivers before driving on streets or highways unsupervised.

The Transit Supervisor shall ensure that all driver license records are reviewed and copies of the review results indicating the licenses are valid are placed in personnel files and maintained for five (5) years. A Driver License Verification List will be used to track the expiration dates of all licenses to ensure validity. Per the Employee handbook, all drivers are required to report to the supervisor immediately of receiving a ticket or having an accident while in their personal vehicle. Employees must notify management within two (2) weeks if there are any other changes in the status of driver licenses. The Transit Supervisor will perform a level II background check be done every Five (5) years and places the results in the Level II File under each employee name.

b. **Medical Exams (Pre-employment and During employment)**

The Transit Supervisor must administer an acceptable medical examination program for driver positions and other applicable personnel. This includes the following:

1. Medical examination for all applicants.
2. Medical examinations every two (2) years unless any condition requires more frequent exams
3. Return to duty medical examinations after having been off duty for 30 or more days due to illness, medical condition or injury (Rule 14- 90.0041(1)
4. All information will be in a DOT Drivers Physical Exams Log.
5. Log will provide employee name, next due date, years approved.
6. A file of original DOT paperwork will be kept for reference.
7. The operator will receive a copy to comply with driving standards.

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All examinations will be recorded on the FDOT Form #725-030-11 for transit system drivers. The medical examinations will be performed by an approved licensed, Doctor of Medicine or Osteopathy, Physician Assistant, registered Nurse practitioner, or ophthalmologist/optometrist (visual section only). The health professional performing the examination will maintain the original executed form and issue a certification copy to the Transit Operator that will be placed in the employee's file. The Transit Supervisor will not allow any driver to operate a transit vehicle without having a completed medical examination certification dated within the past twenty-four (24) months. All employee records are retained for a minimum of five years past employment.

c. Training, Testing, and Supervision

The Driver Trainer is responsible for training all New Hire's and Continuing Education. All driver training adheres to (Rule 14-90.004)

The safe operation of vehicles and the safe transportation of passengers are one of CCT highest priorities. Our passengers depend on the knowledge, judgment, and skills of the drivers for their safety and welfare. The training program prepares drivers for these weighty responsibilities must go beyond the initial new hire training and continue to offer opportunities for drivers to practice their skills. T

In addition, all drivers will complete a defensive driver course and a distracted driving course. This includes a Driver evaluation every three (3) years that will review vehicle inspection, Wheelchair loading and Securement, following a Behind the Wheel road test. Records detailing administer training for each employee shall be maintained for five (7) years. At a minimum training will include:

1. Transit system safety and operational policies/procedures
2. Vehicle & Equipment Inspections
3. Equipment Familiarization
4. Basic operations and maneuvering
5. Boarding and alighting passengers
6. Operation of wheelchair lifts & ramps
7. Defensive driving (must be taken every three years)
8. Passenger assistance and securement
9. Handling of emergencies & security threats
10. Security & threat awareness
11. Driving conditions
12. Radio Procedures
13. Use of electronic devices/wireless communications
14. Substance abuse policy
15. Applicable Local, State, & Federal laws, rules, & regulations

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d. Continuing Education

Annual refresher quarterly training to build confidence to perform job duties in a safe accident-free manner, continuing education is designed to keep the drivers knowledge up to date and skills polished by the use of:

1. Classroom instruction – eLearning.
2. Behind the Wheel Evaluations.
3. Safety Instructional Videos.
4. Safety alerts and continuing education on current changes or topics that may affect Transit drivers.

e. Substance Abuse (Drug & Alcohol) Testing

Citrus County Transit is dedicated to providing safe, dependable, and economical transportation service to its passengers. Citrus County Transit employees are a valuable resource and it is our agency's goal to provide a safe, healthy and satisfying working environment, free of the potential dangers posed by a safety-sensitive employee's use of prohibited drugs or misuse of alcohol. In meeting these goals, it is our policy to:

1. Assure that employees are not impaired in their ability to perform assigned duties in a safe productive and healthy manner.
2. Create a work place environment free from the adverse effects of drug and alcohol abuse or misuse.
3. Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances.
4. Encourage employees to seek professional assistance when substance abuse adversely affects their ability to perform their assigned duties.

This complies with the Federal Transit Administration regulations codified as 49 CFR Part 655, as amended and USDOT regulations codified as 49 CFR Part 40. All other provisions are implemented under the authority of the United States Department of Transportation (USDOT) and the Federal Transit Administration (FTA).
The Director and the Driver Trainer are responsible for the administration and oversight of the program. This includes all testing and reporting to FTA. Along with the Drug and Alcohol Management Information System (DAMIS) reporting on a yearly basis.

1. Procedures for Transportation Workplace Drug and Alcohol Testing are codified as 49 CFR Part 40.
2. The Federal Transit Administration Regulations Prevention of Prohibited Drug Use and Alcohol Misuse in Transit Operations, which are codified as 49 CFR Part 655.

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f. Employee Applicability

The USDOT/FTA testing program apply to all safety-sensitive Citrus County Transit employees. The policy also applies to volunteers who are required to hold a Commercial Driver's License (CDL) and volunteers that receive remuneration in excess of actual expenses accrued while carrying out assigned duties. Adherence to this policy and the USDOT/FTA testing program is a condition of employment in a safety-sensitive position with Citrus County Transit. All employees of Citrus County Transit who perform, or could be called upon to perform, any of the following duties are defined as safety-sensitive employees:

1. Operate a public transportation vehicle, while in or out of service.
2. Operate an ancillary vehicle when the vehicle requires a commercial driver's license.
3. Control the movement of a public transportation vehicle.
4. Perform maintenance on a vehicle or equipment used in public transportation.
5. Carry a firearm as part of transit security detail.

The Citrus County Transit positions classified as safety-sensitive include:

1. Transit Director
2. Transit Supervisor
3. Transportation Office Supervisor
4. Driver Trainer – Social Programs Assistant
5. Dispatchers
6. Transit Driver
7. Transportation Program Assistant
8. Fleet Manager Director
9. Fleet Operations Supervisor
10. Fleet Mechanics

g. Employee Training

Safety-sensitive employees will receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use. Including, 60 minutes on the physical, behavioral and performance indicators of probable alcohol use.

Supervisors who make reasonable suspicion determinations shall receive at least 60 minutes of training on the physical, behavioral and performance indicators of probable drug use and 60 minutes on the physical, behavioral and performance indicators of probable alcohol use.

All employees receive a copy of the Substance Abuse Management Policy. This includes ongoing annual training requirements for safety sensitive employees.

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Preventive Maintenance

A preventative maintenance schedule is implemented to inspect for safety hazards and to maintain vehicles in a manner conforming to safety regulations. Citrus County Transit will perform scheduled preventive maintenance on all vehicles at every 6,000-mile interval following the sequence “A”, “B”, “A”, “C”, according to the agency’s maintenance plan. As preventative maintenance inspections are scheduled by projected mileage, the agency will allow ±500 mile deviations in mileage interval, so long as the actual mileage interval meets the manufacturer’s recommended maintenance schedule. Inspection “A” will be performed every 6,000 miles, inspection “B” will be performed every 12,000 miles, and inspection “C” will be performed every 24,000 miles on each vehicle. Safety inspections are part of the maintenance inspections and will be performed at least once every year with inspection type “C” on each vehicle. When a vehicle is due for an inspection, it will be taken out of service until the inspection is completed. This allows a series of repairs to be carried out while minimizing costs and optimizing the number of operational vehicles. If a vehicle is “down” for an extended period of time due to unavoidable circumstances, preventative maintenance will be temporarily suspended until the vehicle can be returned to service. However, the annual inspection will be conducted on all vehicles regardless of “up/down” status and/or mileage accrued.

The Citrus County Fleet Maintenance Manager will regularly perform Quality Control (QC)/Quality Assurance (QA) checks to ensure that the inspections and repairs, both in-house and contracted, are completed and documented properly. Each vehicle will have a written record documenting preventive maintenance, regular maintenance, inspections, lubrication and repairs performed. Such records will be maintained for at least four years and include, at a minimum, the following information:

a. Identification of the bus, the make, model, and license number or other means of positive identification and ownership.
b. Date, mileage, description, and each type of inspection, maintenance, lubrication, or repair performed.
c. If not owned by CCT, the name of any person furnishing a bus.
d. The name and address of any entity or contractor performing an inspection, maintenance, lubrication, or repair.

For tracking purposes, a maintenance log (Faster) will be kept containing vehicle ID, make and type of vehicle, year, model, special equipment, inspections, maintenance and lubrication intervals, and date or mileage when services are due. When needed a report can be printed for auditing purposes.

Transit Vehicle Failures

Citrus Transit follows these guidelines for mechanical failures:

If a Bus breaks down offsite away from the Transit Center, or we receive a phone call from the driver or by two-way radio, the process is as follows:

a. Missing belt or a Brake Issue, the vehicle will be towed into Fleet.
b. Electrical issues, Fleet may send road repair or the vehicle will be towed.

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c. Vehicle Checklists sheets, Service Due remove from service send to Fleet maintenance same day or next day.
d. Lift problem, remove from service send to Fleet maintenance for repair that same day.
e. Brake issue; remove from service send to Fleet maintenance for repair that same day.
f. Steering issue; remove from service send to Fleet maintenance for repair that same day. All vehicles for repair are placed into a serve area. Once repaired by Fleet maintenance, all completed vehicles are placed in done line for confirmation and pick-up.

The Director, Supervisors, and Dispatchers follow this process for the safe performance of all transit vehicles and equipment.

Security Program Plan (SPP)

In accordance with Rule 14-90.004(2), CCT has adopted, and implemented a Security Program Plan (SPP), which covers the hazard and security portion of the system safety program. The SPP contains information about prevention, mitigation, preparedness, response, recovery, and associated organizational responsibilities. The purpose of the SPP is to specify:

a. Actions required of employees on a daily, weekly, monthly, and annual basis to prevent or reduce the likelihood of security and emergency events from occurring, and to mitigate the effects of those events that do occur.
b. Measures needed to prepare for incidents occurring within the transportation system and in the surrounding community.
c. Agency procedures that should be established to respond to security hazards and emergencies that affect the system and its customers.
d. Formal processes to recover from routine security events or major emergencies.
e. Roles, responsibilities, and interagency coordination required to respond to a disaster or security event.

The SPP addresses the following hazard and security elements and requirements:

a. Security policies, goals, and objectives.
b. Organization, roles, and responsibilities.
c. Emergency management processes and procedures for mitigation, preparedness, response, and recovery.
d. Procedures for investigation of events described under subsection 14-90.004(5), F.A.C.
e. Procedures for the establishment of interfaces with emergency response organizations.
f. Procedures for interagency coordination with local law enforcement jurisdictions.
g. Employee security and threat, awareness training programs.
h. Security data acquisition and analysis.
i. Emergency preparedness drills and exercises.

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j. Requirements for private contract transit providers that engage in continuous or recurring transportation services for compensation as a result of a contractual agreement with the bus transit system.

k. Procedures for SPP maintenance and distribution.

Qualification and Selection of Commercial Operators

14-90.004(3) requires bus transit systems establish criteria and procedures for the selection, qualification, and training of all commercial operators. The criteria shall include the following:
(a) Driver qualifications and background checks meeting minimum hiring standards.
(b) Driving and criminal background checks for all new commercial operators.
(c) Verification and documentation of valid driver licenses for all employees who drive buses.
(d) Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised.
(e) Bus transit systems shall provide written operational and safety procedures to all bus commercial operators before driving on streets or highways unsupervised.
(f) The provisions in paragraphs (d) and (e), above, shall not apply to personnel licensed and authorized by the bus transit system to drive, move, or road test a bus in order to perform repairs or maintenance services when it has been determined that such temporary operation does not create unsafe operating conditions or create a hazard to public safety.
(g) Bus transit systems shall maintain the following records for at least four years:
1. Records of bus driver background checks and qualifications.
2. Detailed descriptions of training administered and completed by each bus driver.
3. A record of each bus driver's duty status which shall include total days worked, on-duty hours, driving hours, and time of reporting on and off duty each day.
(h) Each bus transit system shall establish a drug-free workplace policy statement in accordance with 49 C.F.R. Part 32 and a substance abuse management and testing program in accordance with 49 C.F.R. Parts 40 and 655, October 1, 2009, hereby incorporated by reference.
(i) Bus transit systems shall require that commercial operators write and submit a daily bus inspection report pursuant to Rule 14-90.006, F.A.C.

CCT is responsible for ensuring that the following minimum standards are met when hiring new commercial operators:

a. Must possess a valid Florida driving license of appropriate class and endorsements.

b. Criminal background check (with local law enforcement and the Florida Department of Law Enforcement) and driving records check including, but not limited to, the following items:
   1. Complete Driving records through the Florida Department of Motor Vehicles.
   2. E-Verify is used to determine the right to work in the USA.
   3. Years
   4. Level 2 Background Check through the Florida Department of Law Enforcement.
   5. Employment reference checks.

c. Complete employment application.

d. Successful completion of pre-employment physical including an eye examination and drug-screening test.

e. Signed acknowledgement of receipt and agreement to comply with drug-free workplace policy.

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f. Successful completion of required orientation, training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised.

g. Signed acknowledgment of receipt and compliance with the following written operations and safety procedures before driving on a street or highway unsupervised:

   1. Communication and handling of unsafe conditions, security threats, and emergencies.
   2. Familiarization and operation of safety and emergency equipment, wheelchair lift equipment, and restraining devices.
   3. Application and compliance with all applicable federal and state laws, rules and regulations.

h. Commercial operators are required to write and submit a daily bus inspection report pursuant to Rule 14-90.006, F.A.C.

   1. Personnel licensed and authorized by the bus transit system to drive, move, or road test a bus in order to perform repairs or maintenance services when it has been determined that such temporary operation does not create unsafe operating conditions or create a hazard to public safety are not bound to the following two provisions**:**
      a. Training and testing to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised.
      b. Bus transit systems shall provide written operational and safety procedures to all bus commercial operators before driving on streets or highways unsupervised.

Noncompliance with any regulatory or agency specific requirement may result in an employee administrative action up to and including suspension or termination of employment. It is the policy of CCT to screen applicants to eliminate those that pose a safety or security threat to the agency or who would not be capable of carrying out agency safety and security policies.

Driver Safety Training and Testing

14-90.004(3) establishes driver training and testing requirements to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised.

All employees and commercial operators of CCT and all contract service providers are required to complete all training and testing requirements to demonstrate and ensure adequate skills and capabilities to safely operate each type of bus or bus combination before driving on a street or highway unsupervised. The Driver Trainer is responsible for conducting and documenting all training and testing activities utilizing a certification process. Noncompliance with any regulatory or agency specific guideline or requirement may result in suspension or termination of employment. This section discusses the training and testing programs to be administered by the Driver Trainer.

Initial Driver Training and Testing

Upon hire and prior to being placed into road service, all commercial operators are required to complete training and testing in the following areas:

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a. Bus transit system safety and operational policies and procedures.
b. Operational bus and equipment inspections.
c. Bus equipment familiarization.
d. Basic operations and maneuvering.
e. Boarding and alighting passengers.
f. Operation of wheelchair lift and other special equipment.
g. Defensive driving.
h. Passenger assistance and securement.
i. Handling of emergencies and security threats.
j. Security and threat awareness, follows Chapter 14-90 Regulations.
k. Driving conditions.

As part of the driver training program, specific procedures have been incorporated within to instruct the driver on how to safely approach and depart from a transit bus stop to avoid contact with pedestrians and other hazards.

In addition, new commercial operators are required to undergo an operator evaluation with an experienced driver trainer. A new-hire training record must be completed to ensure the employee has received all required 14-90 training and information before being authorized for over-the-road service. After successful completion of each training and testing module, the agency is required to document and record the satisfactory completion of the employee's training and submit to the Driver Trainer. Certificates of completion will be maintained in the driver files for a minimum of 4 years.

All newly hired employees are also provided instructional training by the Driver Trainer per agency's SPP. Commercial operators are given instruction in CCT rules and standard operating procedures in the following areas;

a. General rules of the agency including employee conduct codes.
b. Personal appearance and conduct, covering uniforms, grooming, and employee conduct.
c. Customer service, covering expectations of employees when dealing with the public, including instruction on how, to whom to report security incidents, and types of individuals and/or situations to be aware of and report.
d. Traffic laws, covers applicable traffic-related laws and regulations, drug and alcohol testing, and drug and alcohol use restrictions.
e. Fare handling, covers fare collection procedures and provides instruction in dealing with fare disputes, conflict resolution, and notification of security personnel.
f. Americans with Disabilities Act requirements, provides instruction in complying with ADA requirements and providing service to disabled patrons.
g. Radio procedures, which provides instruction on radio procedure for both routine and emergency radio traffic. Including instruction on reporting crimes, suspicious acts, and potentially hazardous situations.
h. Report writing, which provides instruction on report writing, and reporting requirements.
i. Substance abuse policy, which implements a drug and alcohol testing program.

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j. Occupational Safety and Health Administration (OSHA) standards, covering blood borne pathogens and other occupational exposure to health hazards.

The Driver Trainer will develop and maintain a Training Manual for new hire training and testing of employees as part of the Safety Training Program. The manual will contain training course content, curriculum, lesson plans, and testing requirements. All training and testing activities will also be adequately documented by the Driver Trainer

A safety inspection report will be prepared by the individuals performing the inspection and will include the following:

a. Identification of the individuals performing the inspection.
b. Identification of the bus transit system operating the bus.
c. The date of the inspection.
d. Identification of the bus inspected.
e. Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective.
f. Identification of corrective actions for any deficient or defective items found and dates of completion of corrective actions.

Records of annual safety inspections and documentation of any required corrective actions will be retained for a minimum of four years for compliance review.

Cleaning Vehicles Exposed to Bio-Hazardous Spills

CITRUS COUNTY TRANSIT'S OPERATIONAL POLICY AND PROCEDURE

SUBJECT: Cleaning Vehicles Exposed to Bio-Hazardous Spills

AREA: Transportation

APPLIES TO: Citrus County Transit

ORIGINAL DATE OF ISSUE: 7/1/2020

REVISION DATE:

POLICY: To ensure that Agency vehicles exposed to bodily fluid spills are appropriately cleaned and sanitized so as to safeguard the health and welfare of our Passengers and Transit Employees.

PROCEDURE:

1. Transit vehicles shall be properly cleaned and disinfected after contact with blood, bodily fluids or other potentially bio-hazardous spills, including infectious diseases.
2. All Transportation Employee's shall be trained on the appropriate use of PPE's, along with infectious disease control for workplace safety. A Blood Borne Pathogen Training Class, A pocket guide for Transit Employees will be given for practical knowledge and including, systematic procedures.

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3. Precautions should be taken to prevent injury by needles, broken glass and other sharp objects.
4. Broken glass, which may be contaminated, shall not be picked up directly with the hands. It shall be cleaned up using mechanical means, such as a broom, dustpan, and or using a Body Fluid clean-up bag kit.
5. Visible materials and physical contaminants should first be removed before area is cleaned.
6. An appropriate disinfectant cleaner should be used to clean soiled area. When the area is clean, wiped with clean damp towels to remove detergent residue.
7. Sanitize the exposed open areas using Lysol Disinfectant spray if needed.
8. Hands should be washed immediately after gloves are removed. All blood and bodily fluids should be considered potentially infectious materials.
9. When the cleaning process is complete, dispose of all infectious waste such as blood and or body fluids, contaminated cleaning materials and PPE's should be in a red Biohazard Infectious waste bag. This will prevent leakage during collection, handling, storage, and transport. The red bag shall then be taken to the nearest bio-medical waste collection site by the Citrus Transit Chief Safety Officer or Supervisor on duty.
10. Universal Standard Precautions guidelines for Infectious Diseases will be followed at all times.
11. Any Transit employee having direct exposure to blood and or bodily fluids should notify the Director, Supervisor or the chief safety officer on duty.



Transit Services Director



Chief Safety Officer

Personal Protective Equipment (PPE) will be utilized any time there is a potential risk of exposure to blood and or bodily fluids. PPE and Body Fluid Clean-up Kits and cleaners will be available to all Transit Operator's and Staff

Wireless Communication

According to 14-90.004, bus transit systems must implement a wireless communication plan and procedure that provides for the safe operation of the bus transit vehicle. The wireless communication plan and procedure shall assure that:

a. *The use of a personal wireless communication device is prohibited while the transit vehicle is in motion, and*
b. *All personal wireless communications devices are turned off with any earpieces removed from the operator's ear while occupying the driver's seat.*

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A policy on the use of a wireless communications device issued to the operator by the bus transit system for business related purposes must be developed that assure:

a. *Guidelines are developed that allow for the use of a wireless communications device in emergency situations, and*
b. *The use of a wireless communications device does not interfere with the operator's safety related duties.*

Also, bus transit systems shall develop a driver educational training program addressing:

a. *The proper use of a wireless communications device issued to the operator by the Bus Transit System while in the performance of their safety related duties, and*
b. *The hazards associated with driving and utilizing a wireless communications device.*

"Wireless communication device" means an electronic or electrical device capable of remote communication. Examples include cell phones, personal digital assistants (PDAs) and portable computers (commonly called laptop computers). "Personal wireless communications device" means an electronic or electrical device that was not provided by the bus transit system for business purposes. "Use of a wireless communication device" means use of a mobile telephone or other electronic or electrical device, hands-on or hands-free, to conduct an oral communication; to place or receive a telephone call; to send or read electronic mail or a text message; to play a game; to navigate the Internet; to play, view, or listen to a video; to play, view, or listen to a television broadcast; to play or listen to music; to execute a computational function, or to perform any other function that is not necessary for the health or safety of the person and that entails the risk of distracting the employee from a safety-critical task. Use of an electronic or electrical device that enhances the individual's physical ability to perform, such as a hearing aid, is not included in this definition.

CCT requires all commercial operators to fully comply with the following wireless communication policies.

Policies on the use of a personal wireless communication device:

a. The use of a personal wireless communication device is prohibited while the transit vehicle is in motion.

b. All personal wireless communication devices must be turned off with any earpieces removed from the operator's ear while occupying the driver's seat.

c. In an emergency, if a driver is unable to use the radio (e.g., driver is separated from the vehicle due to a need to evacuate, or the radio is inoperable because it is beyond the radio coverage area, or other malfunction), a personal cellular phone may be used to contact the agency. In such situation, the driver must park the vehicle in a safe place off the road and call the direct line to the dispatcher.

d. Commercial operators are not permitted to use any wireless communication device issued by the bus transit system while the transit vehicle is in motion except brief radio communications with the dispatcher. If the driver must use the radio for a long duration, he/she must stop the vehicle in a safe place off the road.

e. The use of a wireless communication device is prohibited while loading or unloading a wheelchair patron or while conducting any other safety related duty that require the driver's undivided attention. If wireless communication is necessary, the driver will use a company issued wireless communication device before or upon completion of the safety related task.

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f. Employees are permitted to use wireless communication devices issued by the bus transit system in the following situations –

1. A driver needing to communicate with the dispatcher and vise-versa.
2. A driver requesting medical or emergency assistance.
3. A driver reporting an illegal activity, a traffic accident, a road hazard, or a safety or security threat.
4. A Limited English Proficient person needs translation service.

CCT requires all employees to follow the radio operating procedures. In addition, CCT has developed a driver educational training and testing program on the proper use of a wireless communications device while in the performance of safety related duties and hazards associated with driving and utilizing these devices. The wireless communications device training and testing is included Driver Training which all commercial operators are required to complete upon hire, before driving on a street or highway unsupervised.

Citrus County Transit, in compliance with FS 316.305 Wireless communications devices – prohibition, also known as "Florida Ban on Texting While Driving Law", requires that a person may not operate a motor vehicle while manually typing or entering multiple letters, numbers, symbols, or other characters into a wireless communications device or while sending or reading data on such a device for the purpose of nonvoice interpersonal communication, including, but not limited to, communication methods known as texting, e-mailing, and instant messaging. As used in this section, the term "wireless communications device" means any handheld device used or capable of being used in a handheld manner, that is designed or intended to receive or transmit text or character-based messages, access or store data, or connect to the Internet or any communications service as defined in s. 812.15 and that allows text communications. For the purposes of this paragraph, a motor vehicle that is stationary is not being operated and is not subject to the prohibition in this paragraph.

On-Going/Refresher Training and Testing

The Driver Trainer will develop and maintain a Training Manual for ongoing and refresher training and testing of employees. The manual will contain training course content, curriculum, lesson plans, and testing requirements. On-going/refresher training and testing sessions will be conducted as necessary to remain compliant with Rule 14-90. The commercial operators are required to attend training and testing in all areas specified by Rule 14-90 at least once every three years. All training and testing activities are to be recorded and retained in files for a minimum of four years.

Remedial Training and Testing

CCT will employ remedial training for commercial operators who have been involved in a serious collision or have developed unsafe driving behavior or other driving problems. Other causes for remedial training may include persistent customer complaints, supervisor recommendations, or a result of ongoing evaluations. Depending on the circumstances, the Supervisor will determine the appropriate remedial training and testing, the results of which will also be documented and retained in files.

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NIMS Training

The National Incident Management System (NIMS) provides a consistent nationwide template to enable all government, private sector, and nongovernmental organizations to work together during domestic incidents (http://www.fema.gov/emergency/nims/). The NIMS system requires that transit agencies comply with a number of specific activities to ensure personnel who will be conducting activities in response to emergencies use the standard Incident Command System (ICS).

Citrus County Transit SPP requires that management staff take available NIMS training, module 100 and 700 to understand this requirement and to coordinate regularly with outside organizations to prepare for coordinated responses to incidents. All training and testing activities will also be recorded and retained in files.

Records Management

14-90 requires that system safety documents be maintained and retained by the agency for at least four years. Records of daily bus inspections and any corrective action documentation must be retained by the agency for a minimum of two weeks.

The Records Manager for Citrus County Transit is responsible for implementing a records management program that includes maintenance, retention, distribution, and safe disposal of all safety and security records of the agency in compliance with state and federal regulations.

All safety and security documents of the agency Hazard Safety Plan will be periodically revised, as needed, to ensure that they are up to date. Revisions and updates will be communicated with employees, contractors, and regulatory agencies as they occur or as deemed necessary by the management depending on the nature of the revision or update. The SPP is considered a confidential document and will be retained in a secure location by management.

CCT and Other County Departments will maintain and retain the following records for at least four years:

a. Records of bus driver background checks and qualifications (HR).
b. Detailed descriptions of training administered and completed by each bus driver (CCT).
c. A record of each bus driver's duty status, which will include total days, worked, on-duty hours, driving hours, and time of reporting on and off duty each day (Payroll).
d. Event investigation reports, corrective action plans, and related supporting documentation (CCT).
e. Records of preventive maintenance, regular maintenance, inspections, lubrication, and repairs performed for each bus (Fleet).
f. Records of annual safety inspections and documentation of any required corrective actions (CCT).
g. Completed and signed CDL Medical cards for each bus driver (CCT).

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In addition, CCT will retain records of daily bus inspections and any corrective action documentation for a minimum of two weeks.

An organized electronic filing system will be maintained by the agency and adequately backed up to prevent potential loss of information. All sensitive personnel records will be protected from public access. When ready for disposal, both paper and electronic data will be disposed of in a secure manner ensuring that critical information is protected.

Bus Safety Inspections

Safety inspections are part of the maintenance inspections and are performed at least once every year on all buses operated by CCT and contracted service providers. The Citrus County Fleet Maintenance Section Chief is responsible for ensuring that each individual performing a bus safety inspection is qualified as follows:

a. Understands the requirements set forth in Rule 14-90 and can identify defective components.

b. Is knowledgeable of and has mastered the methods, procedures, tools, and equipment used when performing an inspection.

c. Has at least one year of training and/or experience as a mechanic or inspector in a vehicle maintenance program and has sufficient general knowledge of buses owned and operated by the bus transit system to recognize deficiencies or mechanical defects.

Each bus receiving a safety inspection shall be checked for compliance with the requirements for safety devices and equipment as referenced or specified by Rule 14-90. Specific operable equipment and devices as required by Rule 14-90 include the following as applicable to Type I and II buses:

a. Horn
b. Windshield wipers
c. Mirrors
d. Wiring and batteries
e. Service and parking brakes
f. Warning devices
g. Directional signals
h. Hazard warning signals
i. Lighting systems and signaling devices
j. Handrails and stanchions
k. Standee line and warning
l. Doors and brake interlock devices
m. Step-wells and flooring
n. Emergency exits
o. Tires and wheels
p. Suspension system
q. Steering system
r. Exhaust system
s. Seat belts

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t. Safety equipment
u. Equipment for transporting wheelchairs
v. Working speedometer

A safety inspection report will be prepared by the individual(s) performing the inspection and will include the following:

a. Identification of the individual(s) performing the inspection.
b. Identification of the bus transit system operating the bus.
c. The date of the inspection.
d. Identification of the bus inspected.
e. Identification of the equipment and devices inspected including the identification of equipment and devices found deficient or defective.
f. Identification of corrective action(s) for any deficient or defective items found and date(s) of completion of corrective action(s).

Records of annual safety inspections and documentation of any required corrective actions will be retained for a minimum of four years for compliance review.

Understanding safety data is an important step towards allocating important and scarce resources to implement safety program elements. Safety data relative to transit provider operations can be used to determine safety trends in system operation. The following data will be collected and retained by Citrus County Transit on an ongoing basis:

a. Accident and incident data.
b. Maintenance data including daily vehicle inspection forms.
c. Passenger claims and complaints.
d. Records of crimes and rule violations occurring in and around the transit agency.

The data will be analyzed by CCT management both qualitatively and quantitatively for safety hazard identification, resolution and risk management purposes. The analysis will be conducted in Routematch software and will account for frequency, severity, causal factors, and acceptability of occurrences. The analysis results will be useful for identifying necessary actions to minimize safety risks. Analysis of safety data will also help improve system performance, not only in respect to safety, but also in overall delivery of service to the public. In addition, trend analyses of safety data can help determine the effectiveness of safety initiatives that have been implemented. The results of such analysis will be shared with agency staff and/or law enforcement agencies on, at minimum, an annual basis for awareness and support.

Operating and Driving Requirements

14-90.006 requires that bus transit systems establish operational and driving requirements. The 14-90 requirements relating to this section are noted below and presented as general text.

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The Supervisor is responsible for overall compliance with all operating and driving requirements.

It is the responsibility of every CCT employee who performs driving and/or operational duties to strictly adhere to the following requirements:

a. Under no circumstances is a driver allowed to operate a vehicle without having the appropriate and valid driver's license in his or her possession.
b. Commercial operators are not permitted to drive a bus when his or her driver license has been suspended, cancelled, or revoked. A driver who receives a notice that his or her license to operate a motor vehicle has been suspended, cancelled, or revoked is required to notify his or her supervisor of the contents of the notice immediately, if possible, otherwise no later than the end of the business day following the day he or she received the notice. Violation of this policy may result in disciplinary actions including suspension or termination of employment.
c. CCT management will annually check Motor Vehicle Records (MVR) for all commercial operators for investigating information on license suspensions, revocations, accidents, traffic violations, unpaid summons, etc. CCT or HR management will also check driver license status of each driver utilizing the FDOT website - https://www6.hsmv.state.fl.us/DLCheck/main.jsp.
d. Buses must be operated at all times in compliance with applicable traffic regulations, ordinances, and laws of the jurisdiction in which they are being operated.

e. Rule 14-90 defines “On Duty” and “Off Duty” status of commercial operators as follows:
    1. “On Duty” means the status of the driver from the time he or she begins work, or is required to be in readiness to work, until the time the driver is relieved from work and all responsibility for performing work. “On Duty” includes all time spent by the driver as follows:
        a. Waiting to be dispatched at bus transit system terminals, facilities, or other private or public property, unless the driver has been completely relieved from duty by the bus transit system.
        b. Inspecting, servicing or conditioning any vehicle.
        c. Driving
        d. Remaining in readiness to operate a vehicle. (stand-by)
        e. Repairing, obtaining assistance, or remaining in attendance in or about a disabled vehicle.
        f. “Off-Duty” means any time the driver is not on duty, required to be in readiness to work, or under any responsibility to perform work. Such time shall not be counted towards the maximum allowed on-duty hours within a 24-hour period.

f. Commercial operators are not permitted to drive more than 12 hours in a 24-hour period, or drive after having been on duty for 16 hours in a 24-hour period. A driver is not permitted to drive until the requirement of a minimum eight consecutive hours of off-duty time has been fulfilled. A driver’s work period begins from the time he or she first reports for duty to his or her employer. A driver is permitted to exceed his or her regulated hours in order to reach a regularly established relief or dispatch point, provided the additional driving time does not exceed one hour.

g. Commercial operators are not permitted to be on duty more than 72 hours in any period of seven consecutive days; however, any 24 consecutive hours of off duty time shall constitute the end of any such period of seven consecutive days. A driver who has reached the maximum 72 hours of on duty time during the seven consecutive days is required to have a minimum of 24 consecutive hours of off duty time prior to returning to on duty status.

h. A driver is permitted to drive for more than the regulated hours for the safety and protection of the public when conditions such as adverse weather, disaster, security threat, a road or traffic condition, medical emergency, or an accident occur.

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i. Commercial operators are not permitted to drive a bus when his or her ability is impaired, or likely to be impaired, by fatigue, illness, or other causes, likely to create an unsafe condition.

j. Commercial operators will not report for duty or operate any vehicle while under the influence of alcohol or any other substance, legal or illegal, that may impair driving ability. All employees are required to comply with agency's Substance Abuse Policy.

k. Commercial operators are required to conduct daily vehicle inspections and reporting of all defects and deficiencies likely to affect safe operation or cause mechanical malfunctions.

l. Commercial operators are required to immediately report any defect or deficiency that may affect safe operations or cause mechanical malfunctions. Any defect or deficiency found shall be properly documented on a Vehicle Inspection form and should be submitted to the Operations Supervisor.

m. The Supervisor will review the list of daily inspection reports that have a problem listed and document corrective actions taken as a result of any deficiencies identified by daily inspections. The Operations Supervisor will submit the deficiencies to Fleet for correction.

n. A bus with any passenger doors in the open position will not be operated with passengers aboard. The doors will not be opened until the bus is stopped. A bus with any inoperable passenger door will not be operated with passengers aboard, except to move a bus to a safe location.

o. Commercial operators will ensure that during darkness, interior lighting and lighting in stepwells on buses shall be sufficient for passengers to enter and exit safely. Adherence to pre-trip inspection requirements help insure the ability of this requirement to be met.

p. Passengers will not be permitted in the stepwells of any bus while the bus is in motion, or to occupy an area forward of the standee line.

q. Passengers will not be permitted to stand on buses not designed and constructed for that purpose.

r. Buses will not be refueled in a closed building. The fueling of buses when passengers are being carried will be reduced to the minimum number of times necessary during such transportation.

s. Commercial operators are required to be properly secured to the driver's seat with a restraining belt at all times while the bus is in motion.

t. Buses will not be left unattended with passengers aboard for longer than 15 minutes. The parking or holding brake device will be properly set at any time the bus is left unattended.

u. Buses will not be left unattended in an unsafe condition with passengers aboard at any time.

v. Commercial operators are prohibited from leaving keys in the vehicle for any reason at any time the bus is left unattended.

w. Transit vehicles will not be used at any time for uses other than those that are authorized and permitted according to state and federal program requirements.

Noncompliance with these requirements may result in disciplinary actions including suspension or termination of employment.

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

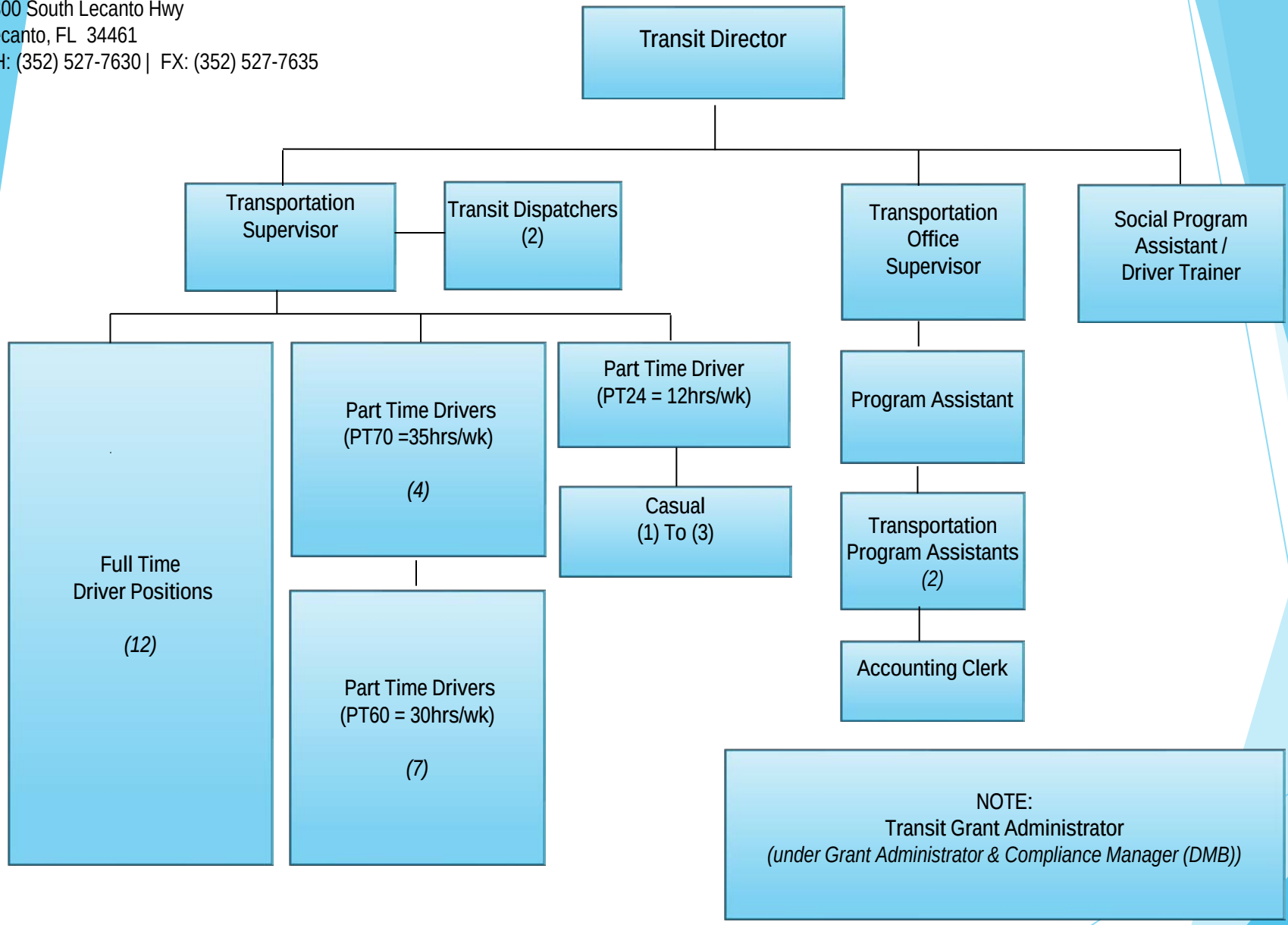
Appendix

a. Transit Services Organizational Chart
b. Accident Checklist
c. Accident Report
d. Seating Chart
e. Safety Event / Incident Report
f. Post Accident Training
g. Compliment or Hazard Complaint Report
h. Corrective Action Plan
i. Hazard Report Log
j. Preventive Maintenance Inspection Report
k. Ricon Lift Maintenance Checklist
l. Braun Lift Maintenance Checklist
m. Corrective Action Plan Fleet(CAP)
n. Vehicle Checklist

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

Citrus County, Florida
Transit Services Division
1300 South Lecanto Hwy
Lecanto, FL 34461
PH: (352) 527-7630 | FX: (352) 527-7635

Transit Services Division



Updated 05/14/21

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency

Citrus County Transit
Accident Checklist

Required Documentation to be completed

Bring a Camera to the Scene…

Do not move the Vehicle unless directed by Law Enforcement.

1. **Accident Report** ☐
2. **Bus Seating Chart** ☐
3. **Post-Accident Testing Determination & Decision Form (FTA)** ☐
4. **FTA Reasonable Suspicion (If Applicable)** ☐
5. **Florida Traffic Crash Info Exchange / Police Report** ☐
6. **Citrus County BOCC & Johns Eastern Insurance Claim Report** ☐
7. **Employee Safety Event or Incident Report (If Applicable)** ☐

Notify of the Accident - Director of Transportation, Risk Management.

Date: _____
Time: _____
Bus #: _____
Driver: _____
Investigator: _____
Investigator: _____

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

Citrus County Transit

Accident Report

Circle Day: Sun - Mon -Tues - Wed -Thur - Fri - Sat DATE_____ TIME_____AM / PM

Circle Weather: Clear - Cloudy - Foggy - Raining Circle Visibility: Dawn - Dusk - Day -Night

County Vehicle 1 #_____ Driver Name_____

License Plate State_____License#_____VIN_____

Vehicle Make_____Model_____ Circle one: Paratransit Or Fixed Route

Accident on_____at or Between_____

Number Of Passengers_____

Circle Direction of the Vehicle: North - South - East - West

Did Operator Mention Defects or Cause of Accident ___ Yes (Explain) _____ ___No

Describe Damage to County Vehicle_____

Type of Accident or Incident ___Collison with Opposing Vehicle ___Fixed Object___Pedestrian___Passenger

Describe the Accident or Incident in Detail_____

POINTS OF CONTACT SHOW BY (V) MARK

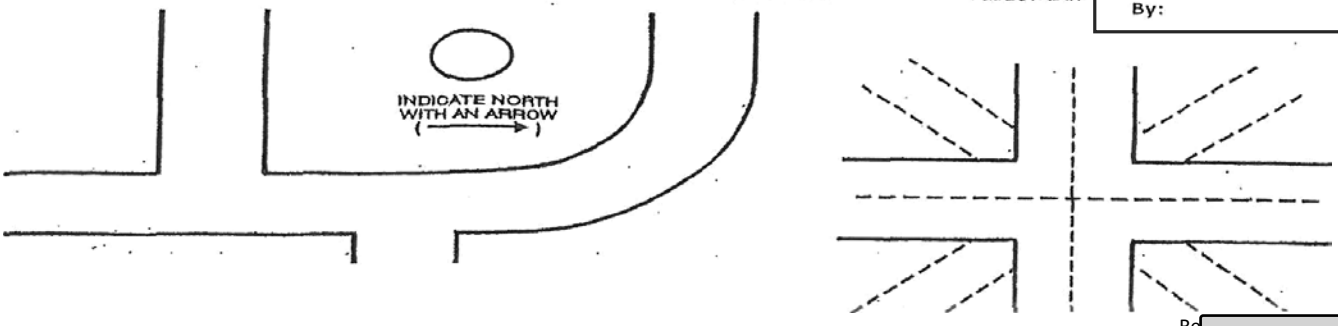
ILLUSTRATION

CO. VEH.

OTHER VEHICLE

PEDESTRIAN

REPORT CHECKED By:



Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

Citrus County Transit
Accident Report

Vehicle 2

Vehicle Make_____Model_____color_____Year_____

License Plate State_____License#_____Direction of the Vehicle__North__South__East__West

Owner_____Address_____Phone_____

Operator_____Insured___Yes___No Insurance Co_____

Policy #_____Describe Damage to Vehicle_____

VehicleTowed__Yes___No Headlights__On___Off Tail lights__On__Off Horn Sounded___Yes___No

Did Operator Mention Defects or Cause of Accident ___ Yes(Explain) _____ ___No

Collision with CCT Vehicle___Yes___No Route_____ Vehicle#_____

Pedestrian Accident

Pedestrian was __Running__Standing__Walking__Other__

Location __Cross Walk__Between Parked Vehicles__Loding Zone__Sidewalk__Other__

Direction Pedestrian was facing or looking __North__South__East__West

Passenger Accident

Type of Accident__Fall__Struck by Doors__Other_____

Passenger was __Alighting__Approaching to Board__Boarding__On Board Standing__On Board Sitting

Location __Aisle__Center Doors__RearSteps__Front Doors__Front Steps__Seat

Motion of Vehicle__Running Straight__Standing__Starting__Stopping__Turning _____

Miscellaneous Incident

Person was a__Passenger__Pedestrain__Other_____

Location__On County Vehicle__Sidewalk__Bus Stop__Street___Lobby

On The Scene

Police at Scene__Yes__No Rescue at Scene__Yes__No Supervisor at Scene_____

Police Officer Name_____Police Department_____Badge#_____

Police Report__Yes__No Number of Injuries_____ Number Of Witness_____

Injured Persons		**Circle One**	
Name Address - Phone #	**Injury Hospital**	**Was in Which Vehicle / Location**	**Removed How**
		CCT Opposing Pedestrian	Police/Walked/Carried / Rescue / Refused
		CCT Opposing Pedestrian	Police/Walked/Carried / Rescue / Refused
		CCT Opposing Pedestrian	Police/Walked/Carried / Rescue / Refused

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

Citrus County Transit

Accident Report

Additional Information

Correction Action Plan

Does this Accident / Incident: Quailfly for FTA Post-Accident Drug & Alcohol Testing

Yes ☐ No ☐

*If Yes - Personal Follows the guidelines in the Accident package

_____ _____ _____

Drivers Signature Date ID Numb

_____ _____

Supervisor's /Company Offical Signature Date

_____ _____

Chief Safety Officer or Liason Signature Date

ID # _____

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

Transit Bus Accident Seating Chart

	DRIVERS SIDE		AISLE	Passengers Name - Address - Phone #		
Drivers side				Stairs and Service Door		
1						1
2						2
3						3
4				Wheelchair loading		
5			Back Door			

Driver	Bus Number	Date
Comments:		

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

Citrus County Transit

Employee Safety Event / Incident Report

Check One ❑ **Onsite** ❑ **Offsite**

- ❐ Employee Incident
- ❐ Passenger Incident
- ❐ Physical Incident
- ❑ Property Hazard
- ❑ Other

Employee _____ **Date** _____ **Time** _____

Incident Location _____

Cross Street _____

Bus# _____ **Route#** _____

Event Description: See Attached (Circle if attachment)

_____

_____

_____

_____

Person(s) Involved:

_____ _____

_____ _____

Employee Comments: See Attached (Circle if attachment)

_____

_____

_____

Supervisor: Instructions/Comments See Attached (Circle if attachment)

_____

_____

_____

_____ _____

Employee Signature **Date**

_____ _____

Supervisor Signature **Date**

_____ _____ _____

Chief Safety Officer/ Liaison Signature **Date** **ID#**

Corrective Action Taken:

Revised 4/2/2020

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

Citrus County Transit
Passenger/Motorist/Employee
Compliment or Hazard Complaint Report

Name:	Date:	Time:
Location:	Cross Street:	City:
Driver:	Route:	Bus #:

Category (Check one or more)

_____**Compliment** _____**Complaint**

_____Passenger	_____Motorist	_____Employee
_____Bus Stop	_____Mechanical	_____Safety
_____Late	_____Early	_____Pass Up
_____Service Request		_____Other

Explain:

Date Rec:	Time Rec:	Rec. By:	Referred To:

Name:

Explanation of Action:

Signature: Date:

Describe Action Taken:

Supervisors Signature: Date Completed:

Chief Safety Officer/Liason Signature: Date Completed:

ID # _____

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

Citrus County Transit Post Accident Training

Citrus County Transit has provided, _____with additional Training on the following Instruction. Transportation Safety Institute (TSI) Training Program and/or Behind the Wheel Driver Training and/or Driver Evaluation. Including, any further training deemed necessary. A review of the Corrective Action Plan for any updates during training.

1. Classroom Instruction:_____
   _____
   _____
2. Behind the Wheel Maneuvers Preformed:_____
   _____
   _____
3. Comments:_____
   _____
   _____

I have received the above instruction; it attests that the material was adequately covered to allow me to perform the tasks required by my position at Citrus County Transit.

X _____
Drivres Signature & Date

X _____
Assistant Trainer's Signature & Date

X _____
Instructors Signature & Date

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

Citrus County Transits Corrective Action Plan

CORRECTIVE ACTION PLAN OVERVIEW:

The Corrective Action Plan (CAP) has three sections. The first is where you document what you know about the area in need of improvement. The second section is where you map out, systematically how you are going to accomplish your goal of correcting the issue and making other improvements. The third section is where you can write down the results of the Corrective Action Plan (CAP) and attach any supporting documentation.

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency

SECTION I: DEFINE THE ISSUE

Use this section to clearly define the issue or deficiency, how the activity should be done, where to go for information, and a broad overview of how you are going to make an improvement for that

CORRECTIVE ACTION PLAN – DEFINE THE ISSUE	
What area needs improvement?	
What specific issue or problem do you want to correct?	
Is there regulatory or procedural documents that tells us how to do this activity?	
Do you know what caused the problem? If so, provide details.	
Provide a brief explanation of what you want to do to correct the problem.	
Estimated date corrective action plan needs to be in place.	

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency

SECTION II: DEFINING THE STEPS FOR IMPROVEMENT

List the specific steps you will take to correct the problem and when they should be completed.

- The requirements should be a specific task to complete. Each requirement should progress logically toward goal completion.
- Document each step or task, who is responsible for completing and an expected due date for that specific task.
- Document the completion Date initials of individual completing the requirement.

CORRECTIVE ACTION PLAN: DEFINING THE STEPS FOR IMPROVEMENT					
Requirement/Tasks	**Responsible individual**	**Due Date**	**Date Completed**	**Initials**	**Comments**

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency

SECTION III: SAFETY ASSURANCE PROCESS

Once all requirements have been met, evaluate the process. Look for proof that the requirements were, in fact, completed, that the cause of the problem has been identified, and that the problem has been addressed and resolved.

CORRECTIVE ACTION PLAN – SAFETY ASSURANCE LOOP	
Was the problem corrected? How do you know?	
Has this corrective action been periodically reviewed to ensure it is working as anticipated? If so, when and by who? Attach all documentation (Training Records).	
List and attach all forms and documents used in this CAP process.	

Director Signature	**Date**
Chief Safety Officer Safety Signature	**Date**

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency

Citrus County Transit Hazard Report Log

Report Type	Number	Employee	Vehicle	Submitted Date	Details	Status	Corrective Action	RM	Closed By	Closed Date
Accident	CCT-2020-1							✓		
Incident	CCT-2020-2							✗		
Hazard	CCT-2020-3							✓		
Accident	CCT-2020-4							✓		
Accident	CCT-2020-5							✗		
Incident	CCT-2020-6							✗		
Hazard	CCT-2020-7							✓		
Accident	CCT-2020-8							✓		

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency

PREVENTIVE MAINTENANCE INSPECTION REPORT

Agency_____
Address_____
City_____
State_____ Zip_____

Bus ID #:_____ Date: _____ Miles _____

Inspector's Signature_____Printed Name _____Employee # _____

Inspection Type: ☐A Inspection ☐B Inspection ☐C Inspection

Condition Indicators: ☑ = Okay X = Item was repaired or adjusted O = Follow up required N/A = Not Applicable

#	Interior	A	B	C
1	Passenger Door & Door Interlock Operation			
2	Standee Line & Warning			
3	Flooring/ Steps/All Interior Panels			
4	Wheelchair Belts/Floor Anchors			
5	Passenger Seat Condition/ Foldaway Seats Operation & Condition			
6	Passenger Seat Belts			
7	Stanchions & Hand Rails			
8	Roof Hatches/Operation			
9	Emergency Window Operation			
10	Fire Extinguisher/First Aid Kit Emergency Triangles			
11	Fire Suppression System			
12	Interior Lights			
13	Vehicle Registration/Plates/Manual			
	Drivers Compartment			
14	Brake & Accelerator Pedals			
15	Drivers Seat & Belt			
16	Horn Operation			
17	Service Brake Operation			
18	Ignition System (Start Engine)			
19	Check All Gauges/Switches			
20	Check Fast Idle			
21	Check Air Compressor Cut In/Out Pressures/Perform Leak Down Test			
22	Shift Lever Operation			
23	Parking Brake Operation			
24	Back-Up Alarm			
25	Driver's & Panel Lamps			
26	Interior Mirrors			
27	Windshield Wipers & Washers			
28	Climate Control System/Fans			
29	Fare Collection System			
30	Cleanliness			
	Exterior			
31	Check for Exterior Damage /Corrosion/Bumpers & Mounts/Decals			
32	Condition of All Glass			
33	Wiper Blades & Arms			
34	Exterior Mirrors			
35	Light Lenses & Reflectors			

#	Exterior (cont.)	A	B	C
36	Check Operation of All Lights			
37	Condensor Fan Operation			
38	All Access Doors/Fuel Cap/Engine Cover & Latch Operation			
39	Tire Damage & Wear			
40	Check Wheels/Lug Nuts/Valve Stems			
41	Fuel Cap and Door			
42	Leveling			
	Engine Compartment			
43	Clean Batteries/Check Electrolyte Level			
44	Check Battery/Hold Downs/Cables/Ground Straps			
45	Record Voltage Output_____V			
46	Check Belts/Tensioners & Hoses Air Compressor Mounting			
47	Check All Fluids			
48	Inspect for Leaks			
49	Test Anti-Freeze Protection			
50	Check Radiator Core/Mounts			
51	Check Wiring for Routing/Chafing & Loose Connections			
52	Check Engine Mounts			
53	Replace Engine Oil & Filter			
54	Check/Replace Air Filter			
55	Check/Replace Fuel Filter			
56	Check/Clean A/C Filters & Cores/Lines for Routing/Chafing			
57	A/C Compressor Mounting/Clutch			
58	A/C Pressure Check			
	Chassis/Drive Line			
59	Shocks/Springs/MOR/ryde			
60	Torque Rods			
61	Check Ball Joints			
62	Steering Gear/Linkage & Arms			
63	Steering Shaft & Freeplay			
64	Lube Chassis			
65	Check Drive Shaft & U-Joints			
66	Check Differential Oil Level/Clean Breather/Check Axle Seals			
67	Drain & Refill Differential			
68	Replace Transmission Fluid/Filter			
69	Check Front Wheel Bearings			
70	Check Brakes (Pull Wheels)			

#	Chassis/Drive Line (cont.)	A	B	C
71	Air Tank Mounting/Lines & Valves			
72	Check Exhaust System for Mounting/Leaks/Restrictions			
73	Underbody/Mounts & Frame			
74	Fuel Tank Mounting & Fuel Leaks			
	Wheel Chair Lift			
75	Check Wiring for Routing/ Chafing & Loose Conn.			
76	Check Lift Interlock System			
77	Check Lift for Damage/ Inspect Lift Anchor Bolts			
78	Cycle Lift -Check all Safety Systems Including Barriers			
79	Record Lift Cycle Count			
80	Check for Hydraulic Leaks/ Level			
81	Clean and Lubricate Lift As Needed			
	Brake Inspection			
82	BrakeFoundation/ Lines/Rotors/Drums			
83	L/Front % Worn:			
84	R/Front % Worn:			
85	L/Rear % Worn:			
86	R/Rear % Worn:			
	Tire Tread Depth/Inflation			
87	L/Front /32			
88	R/Front /32			
89	R/R Inside /32			
90	R/R Outside /32			
91	L/R Inside /32			
92	L/R Outside /32			
93	L/Front PSI			
94	R/Front PSI			
95	R/R Inside PSI			
96	R/R Outside PSI			
97	L/R Inside PSI			
98	L/R Outside PSI			
	Test Drive			
99	Check Engine Performance			
100	Check Shift Points			
101	Steering			
102	Suspension			
103	Brakes			
104	Speedometer			

Notes

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

RICON

Wheel Chair Lift Maintenance Checklist

Date	Vehicle #	Lift Serial #

Initial appropriate boxes for needed repairs prior to returning to service

	Inspection Items	Ok	RequiresRepair	Repair Next Service	Repair before returning to service
	Platform is clean. Non-skid strips are attached and in good condition.	☐	☐	☐	☐
	Platform Deploys and lowers to ground.	☐	☐	☐	☐
	Check manual pump operation, and hydraulic fluid level. Use Texaco No1554 aircraft hydraulic fluid(or equilvalent U.S. mil spec H5606G oil)	☐	☐	☐	☐
	Front roll stop is open (down).	☐	☐	☐	☐
Safety Issue	Raise platform; verify that front rollstop is closed (up). Verify that it is locked by pulling on rollstop.	☐	☐	☐	☐
	Check all decals. Decals should be readable and securely attached.	☐	☐	☐	☐
Safety Issue	Bridgeplate is up (vertical).	☐	☐	☐	☐
Safety Issue	Raise platform to floor level; bridgeplate must overlap 1"-2"	☐	☐	☐	☐
	Stow platform form floor level. Platform must stow smoothly and completely.	☐	☐	☐	☐
	Check Hydraulic system for leaks (lines, cylinder, and connections).	☐	☐	☐	☐
	Clean carriage assembly with Zep I.D. Red degreaser.	☐	☐	☐	☐
	Inspect and lube twleve side carriage rollers with Areoshell #22. Remove excess grease.	☐	☐	☐	☐
	Inspect trunnions and their pivot pins; lube with Zep PLS lubricating spray.	☐	☐	☐	☐
	Remove rollstop covers from both sides of platform; clean rollstop pivot points with Zep I.D. Red degreaser. Replace covers.	☐	☐	☐	☐
	Raise bridgeplate and measure amount of slack in drive chain. Refer to chapter 2 for details.	☐	☐	☐	☐

Notes

Print Name

Signature

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

Braun

Wheel Chair Lift Maintenance Checklist

Date	Vehicle #	Lift Serial #

Initial appropriate boxes for needed repairs prior to returning to service

	Inspection Items	Ok	RequiresRepair	Repair Next Service	Repair before returning to service
	Platform is clean. Non-skid strips are attached and in good condition.	☐	☐	☐	☐
	Platform Deploys and lowers to ground.	☐	☐	☐	☐
	Check manual pump operation, and hydraulic fluid level. Use Texaco No1554 aircraft hydraulic fluid(or equilvalent U.S. mil spec H5606G oil)	☐	☐	☐	☐
	Front roll stop is open (down).	☐	☐	☐	☐
Safety Issue	Raise platform; verify that front rollstop is closed (up). Verify that it is locked by pulling on rollstop.	☐	☐	☐	☐
	Check all decals. Decals should be readable and securely attached.	☐	☐	☐	☐
Safety Issue	Bridgeplate is up (vertical).	☐	☐	☐	☐
Safety Issue	Raise platform to floor level; bridgeplate must overlap 1"-2"	☐	☐	☐	☐
	Stow platform form floor level. Platform must stow smoothly and completely.	☐	☐	☐	☐
	Check Hydraulic system for leaks (lines, cylinder, and connections).	☐	☐	☐	☐
	Clean carriage assembly with Zep I.D. Red degreaser.	☐	☐	☐	☐
	Inspect and lube twleve side carriage rollers with Areoshell #22. Remove excess grease.	☐	☐	☐	☐
	Inspect trunnions and their pivot pins; lube with Zep PLS lubricating spray.	☐	☐	☐	☐
	Remove rollstop covers from both sides of platform; clean rollstop pivot points with Zep I.D. Red degreaser. Replace covers.	☐	☐	☐	☐
	Raise bridgeplate and measure amount of slack in drive chain. Refer to chapter 2 for details.	☐	☐	☐	☐

Notes

Print Name

Signature

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

Citrus County Transit

Corrective Action Report Fleet

Agency _____
Address _____
City _____
State _____ Zip _____

Bus ID # _____ Date _____ Miles _____

Year _____ Make _____ Model _____

Defects:	Corrective Action:

_____ _____

Mechanic Signature Date

_____ _____

Supervisor Signature Date

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

CITRUS COUNTY TRANSIT DAILY PRE TRIP / POST TRIP INSPECTION FORM

Vehicle Number:	Date of Use:
County I.D. Number:	Driver Name:

Pre Trip - The following items are to be checked by the driver prior to use.

OK	DEFECTIVE	Vehicle Component	OK	DEFECTIVE	Vehicle Component
		Headlights			Horn
		Tail & Brake lights			Fire Extinguisher
		Back Up Lights			Emergency Exits
		Back Up Alarm			Passenger Door (Service)
		Turn Signals & Hazards			Body Damage
		Clearance Lights			Tires and Wheels
		Windshield & Wipers			Exhaust System
		Interior Lights			Interlock System
		Gauges & Warning System			Wheelchair Lift
		Climate Control			Belts and Securement
		Mirrors			First Aid Kit
		Parking Brake			Triangles
		Service Brake			Fire Suppression System
		Steering			Overall Cleanliness

Post Trip - The following items are to be checked by the driver after use.

OK	DEFECTIVE	Vehicle Component	OK	DEFECTIVE	Vehicle Component
		Headlights			Horn
		Tail & Brake lights			Fire Extinguisher
		Back Up Lights			Emergency Exits
		Back Up Alarm			Passenger Door (Service)
		Turn Signals / Hazards			Body Damage
		Clearance Lights			Tires and Wheels
		Windshield / Wipers			Exhaust System
		Interior Lights			Interlock System
		Gauges / Warning System			Wheelchair Lift
		Climate Control			Belts and Securement
		Mirrors			First Aid Kit
		Parking Brake			Triangles
		Service Brake			Fire Suppression System
		Steering			Overall Cleanliness

DETAILED COMMENTS:

TIME	MILEAGE	FUEL RECEIPT	GALLONS
Start:	Beginning:	YES or NO	
End:	Ending:	Site: Lecanto or Offsite	
	Service Due: YES or NO		

Management Signature: Date:

Repair Notes Below:

Mechanic Signature: Date:

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

Attachment: Citrus County PTASP Adopted 2020 rev 6.1.2021 (12997 : Public Transportation Agency Safety Plan - 2021 Revision)

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Youth Athletic Organization Agreement - West Citrus Soccer Club
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

Attached is an annual Youth Athletic Organization Agreement that stipulates the policies and procedures for use of County athletic facilities. This particular agreement is between West Citrus Soccer Club and Citrus County for the use of Homosassa Area Recreation Park and Lecanto Community Park for their 2021-2022 season.

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 Youth Organization Agreement between Citrus County and West Citrus Soccer Club for the 2021-2022 season

YOUTH ATHLETIC ORGANIZATION AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2021 by and between Citrus County, Florida, hereinafter referred to as "COUNTY" and the West Citrus Soccer Club, hereinafter referred to as "CONTRACTOR", whose address is PO Box 975 Homosassa Springs, Florida 34447.

W I T N E S S E T H:

WHEREAS, the parties desire to promote youth athletic programs for all Citrus County youths, and

WHEREAS, Contractor wishes to utilize COUNTY recreational facilities located in Citrus County, Florida, referred to hereinafter as "COUNTY PARKS" for its teams practice and/or games, and

WHEREAS, COUNTY will provide its park facilities for youth athletic programs, and

WHEREAS, COUNTY agrees to maintain facilities for youth organization use, and

WHEREAS, COUNTY recognizes and supports the public-private volunteer organization partnership for its benefits to the citizens of Citrus County, and

WHEREAS, COUNTY has no objection to the granting of said wishes upon the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. COUNTY agrees to allow CONTRACTOR to use the following facilities upon the terms and conditions contained herein:

Park Name	Field	Date Range	Days of Week	Time
Homosassa Area Recreation Park	Multi-Purpose	July 13, 2021 – May 11, 2022	Monday-Wednesday	4:30PM – 9:00PM
Homosassa Area Recreation Park	3	July 31, 2021 – September 19, 2021	Saturday-Sunday	8:00AM – 5:00PM
Homosassa Area Recreation Park	1,2,3,4,5,6	September 20, 2021 – March 27, 2022	Monday-Friday Saturday-Sunday	4:30PM – 9:00PM 8:00AM – 5:00PM
Lecanto Community Park	Drone Park	March 15, 2022 – July 28, 2022	Tuesday, Thursday	4:30PM - 8:30PM

Attachment: Youth Athletic Agreement (13036 : Youth Athletic Organization Agreement - West Citrus Soccer Club)

Homosassa Area Recreation Park Fields 1, 2, 3, 4, 5, 6 will be closed on the following dates:

- November 22, 2021 – November 28, 2021
- December 20, 2021 - January 2, 2022
- March 28, 2022 – July 31, 2022

Additional facility usage requests are subject to review and approval by the Parks and Recreation Director. A Facility Usage Permit must be issued by Parks and Recreation before access will be granted.

A. Concessions:

West Citrus Soccer Club has exclusive use of the concessions stand at Homosassa Area Recreation Park, per Agreement dated July 13, 2021 – April 15, 2022.

B. League Registrations and Try Outs:

Issued via Park Facility Use Application process.

C. League Practice and Games at Homosassa Area Recreation Park:

July 31, 2021 through March 27, 2022, except for November 22, 2021 – November 28, 2021, December 20, 2021 - January 2, 2022, and March 28, 2022 – July 31, 2022

League Tournaments and Clinics:

CONTRACTOR agrees to submit a Park Facility Use Application for all tournaments and clinics. The application is required to be submitted a minimum of thirty days (30) prior to the event. Furthermore, contractor shall provide up-to-date insurance to cover the event. Once approved, the COUNTY will issue a field usage permit. Official games and practices will not be allowed without an issued field usage permit. If maintenance is requested by the CONTRACTOR, there will be a $25.00 per man, per hour maintenance fee for any event requiring a Park Facility Use Application. The CONTRACTOR may not sublet any facility out to another organization. The Grounds Maintenance manager will make all staffing decisions regarding maintenance requests.

D. Joint Cooperation:

West Citrus Soccer Club agrees to work in conjunction with all other leagues, as necessary.

2. The CONTRACTOR agrees that all COUNTY ordinances and park rules are to be followed during activities taking place in the COUNTY recreational facilities. COUNTY Code Chapter 74, Article II specifies usage guidelines for certain activities in COUNTY park facilities. These items include: advertising and soliciting, alcoholic beverages, animals, rubbish, park hours, public safety, and permits. Administrative Regulation 12.03-6 addresses general park rules such as parking, vehicle access, ground fires, usage, etc., and shall also be followed during all

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activities. Copies of both documents will be included in the contract package for further clarification.

3. In the event the facilities permitted for use, or any part thereof, are destroyed or damaged by fire, or any other casualty or unforeseen event occurs which renders the fulfillment of this Agreement impossible, then this Agreement shall terminate immediately and all obligations of the parties hereunder shall cease.

4. The CONTRACTOR, in exercising any of the rights or privileges herein granted to it, shall not discriminate on the basis of race, color, sex, religion, or national origin or permit discrimination against any person or group of persons in any manner prohibited by law.

5. The CONTRACTOR must provide qualified managers and coaches for each team, who will supervise and instruct their players in the art of youth athletics, plus the fundamentals of good sportsmanship.

6. CONTRACTOR agrees to provide the total number of registered participants, game and practice schedules to the COUNTY'S Parks and Recreation office no later than two weeks (14 days) before the activity begins. Game and practice schedules will be the sole responsibility of the CONTRACTOR. CONTRACTOR understands that official games or scheduled practices may not take place until schedules have been submitted to, and approved by the COUNTY. The CONTRACTOR must submit requests in writing for all CONTRACTOR'S registrations within 72 hours of events.

7. COUNTY agrees to review submitted schedules within two working days. COUNTY will issue a field usage permit immediately upon approval. If there is a conflict with other youth athletic organizations, which cannot be resolved by the said organizations, the COUNTY will make a final determination.

8. COUNTY agrees to furnish keys for the lights and concession stands, when staff is not available and only after:

a) A written request is submitted.

b) Sign out of keys by the CONTRACTOR'S authorized representative.

c) CONTRACTOR agrees not to duplicate the keys. If additional keys are needed, COUNTY agrees to furnish keys at no charge.

d) COUNTY agrees to issue keys immediately upon approval.

e) CONTRACTOR agrees to pay a $35.00 fee, per lock, for lost, misplaced, or keys otherwise not returned.

f) CONTRACTOR agrees to return all keys to Parks and Recreation at the conclusion of the season.

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At the conclusion of the season, the COUNTY reserves the right to replace any or all keys issued.

9. CONTRACTOR further agrees that the concession stand will be operated in a proper and business-like manner. The concession stand's usage will meet any and all statutes, regulations, local ordinances, health rules and regulations of Citrus County and the State of Florida. CONTRACTOR agrees that the concession stand is to be staffed by Adults. Children and minors are not allowed to work or be in the concession stand during hours of operation. CONTRACTOR'S use of the concession stand is limited to the official league season. All perishable items owned by CONTRACTOR must be removed immediately upon the league's conclusion. An inspection will be conducted by the COUNTY with the CONTRACTOR two weeks prior to start of contract date and no later than two weeks following end of official league season. CONTRACTOR agrees to continuously police grounds and dugouts for litter resulting from their use and operation of the concession stand. The COUNTY reserves the right to lease the County Concession Building to other agencies. CONTRACTOR will be asked to remove all League property from concession and storage areas if COUNTY leases the space. CONTRACTOR may not sublet concession stand for purposes other than original intent, without written approval from the COUNTY. Outdoor gas grill use must follow Citrus County Fire Administration guidelines. Propane tanks are not to be stored inside the concession stand or storage area when occupied. When in use, outdoor grills must be at least fifty (50) feet from any building or structure. Requests to use portable concessions are subject to review and approval by the Parks and Recreation Director and Risk Manager. Such requests must be submitted in writing. When using vendors other than West Citrus Soccer Club, the following must be included:

a) Name of vendor
b) Copies of applicable licenses and permits
c) Breakdown of revenue distribution
d) Copies of insurance

10. COUNTY agrees, at its own expense and discretion, to maintain fields in accordance with the approved schedules. At no time shall CONTRACTOR seek outside assistance for the repair or maintenance of the facilities without COUNTY approval. All repairs and maintenance shall be performed by the COUNTY. The COUNTY reserves the right to close the facilities for emergency maintenance (i.e., weed or pest control, mechanical failure) or for any purpose that the COUNTY, in its sole discretion, deems necessary to protect the public health, safety, or welfare.

11. CONTRACTOR shall indemnify, save and hold harmless COUNTY and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses,

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

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

A. COMMERCIAL GENERAL LIABILITY:

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CONTRACTOR must obtain an occurrence form policy in 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.

B. OTHER INSURANCE PROVISIONS

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

2) The project's proposal number should be noted on the certificate.

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

4) All required insurance policies must be maintained until the contract work has been accepted by the County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

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

6) The CONTRACTOR'S insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall be non-contributory.

7) **For all policies of insurance**: The CONTRACTOR, and its insurance carrier, **waive all subrogation rights** against the County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

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

9) It is the CONTRACTOR'S responsibility to insure that all subcontractors comply with these insurance requirements. CONTRACTORS 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.

10) All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

11) CONTRACTOR must obtain a Participant Accident policy in an amount not less than $25,000 covering injuries to players due to activities at COUNTY facilities.

12) All Certificates must show that the CONTRACTOR'S policies have been endorsed per the requirements.

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

13. CONTRACTOR agrees to provide a current list of the organization officers and daytime contact phone numbers. A designated person is required to be a liaison for the organization in regards to field use (i.e., field coordinator). The Parks and Recreation office will supply a list of contact persons. This list must be furnished with League schedules prior to the issuance of any field permits.

14. CONTRACTOR will keep and maintain public records required by the COUNTY to perform the service. Upon request from the COUNTY's custodian of public records, CONTRACTOR will provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. CONTRACTOR will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term

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of the Agreement and following completion of the Agreement if CONTRACTOR does not transfer the records to the COUNTY. Upon completion of the Agreement, CONTRACTOR will transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology system of the COUNTY. If CONTRACTOR does not comply with the COUNTY's request for public records, the COUNTY shall enforce the contract provisions in accordance with the contract and may terminate this Agreement.

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

15. The CONTRACTOR agrees to immediately notify the Parks and Recreation office of any canceled game, rain outs excluded. Failure to notify the Parks and Recreation office by 10:00 a.m. for weekday games, and 12:00 p.m. Friday for weekend games, will result in a $25.00 maintenance fee. The Parks and Recreation office must be notified (72) hours in advance, excluding holidays, of any scheduled make-up games to insure proper field preparations. Failure to promptly notify COUNTY of rescheduled games may result in COUNTY not being able to prepare fields by game time. Any game rescheduled by rain must be reported to the Parks and Recreation office (72) hours prior to the game.

Guidelines for official cancellations are:

a) Weather conditions (rain, lightning, wind, etc.)
b) Unsafe field conditions
c) Conditions that compromise player safety
d) Cancellations communicated to the COUNTY within the regulated time-frame

16. Any COUNTY programmed activity will take precedent in field usage. COUNTY reserves the right to alter the CONTRACTOR'S schedule(s), if so warranted. Notification of

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change will be at least twenty four (24) hours prior to scheduled game time. Every reasonable effort will be made so as to avoid causing schedule changes.

17. The CONTRACTOR at all times shall adhere to the terms and conditions of the any existing Agreement(s) or any successor Agreement(s) thereto between the COUNTY and any approved vendor(s) as pertains to use of Homosassa Area Recreation Park.

18. This Agreement contains the entire terms and conditions between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing by the CONTRACTOR and COUNTY.

19. The COUNTY is responsible for cancellation of games due to weather conditions before 3:30 p.m. After 3:30 p.m., the CONTRACTOR will be responsible for cancellation of games. COUNTY reserves the right to cancel any game at any time due to safety concerns.

20. The CONTRACTOR agrees to exit the playing field, dug outs, bleachers and picnic area when the first audible warning signal sounds from the Sferic Siren Alerting System. The system is designed to signal one long 15-second blast, which may be repeated, that indicates lightning is imminent and all persons should immediately take cover. The second signal will sound 3 short 5-second blasts indicating a reduced danger allowing play to resume. The Sferic Siren Alerting System is designed to help assess weather conditions with both audible as well as visual signals. It is the CONTRACTOR'S responsibility to ensure the playing field, dug outs, bleachers and picnic area, are clear until the all clear (3 short blasts) is given or the strobe light is no longer visible.

21. The CONTRACTOR agrees to mutual cooperation with all local youth athletic groups whose participants share common park facilities.

22. The term of this agreement shall be from July 13, 2021 through July 28, 2022. This Agreement may be terminated by either party upon thirty (30) days written notice to the non-terminating party. Furthermore, the COUNTY retains the right to terminate this Agreement upon the failure of the CONTRACTOR to adhere to any of the provisions contained herein, specifically including County Code Chapter 74, Article II and Administrative Regulation 12.03-6. This agreement will terminate and all field use will revert back to the COUNTY after the official League is over.

23. The CONTRACTOR agrees to remove all of the league's equipment, including soccer goals, benches, and signage from County property within (24) hours after the specified date range for each field is no longer valid. The CONTRACTOR will be charged $25.00 per day for each day the equipment is not removed.

Attachment: Youth Athletic Agreement (13036 : Youth Athletic Organization Agreement - West Citrus Soccer Club)

ATTEST:

Citrus County, Florida

Angela Vick, Clerk

By: _____
Scott Carnahan, Chairman
Board of County Commissioners
of Citrus County, Florida

West Citrus Soccer Club

Michael D. Callaway
Authorized Representative

Mike Callaway – Commissioner
Print Name & Title

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of X physical presence or __ online notarization, this 2nd day of June, 2021, by Michael D. Callaway as Commissioner for West Citrus Soccer Club who is X personally known to me or who has produced _____ as identification.

Notary Public State of Florida
Preceida A Richardson
My Commission GG 147542
Expires 10/01/2021

Notary Public-State of Florida
Printed Name: Preceida A. Richardson
Commission No: GG 147542
Expiration Date: 10/01/2021

Attachment: Youth Athletic Agreement (13036 : Youth Athletic Organization Agreement - West Citrus Soccer Club)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/28/2020

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

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

PRODUCER M E Wilson Company, LLC 300 W Platt St. Ste 200 Tampa, FL 33606 1-813-229-8021	CONTACT NAME: Amber Richards PHONE (A/C, No, Ext): 813-349-2220 FAX (A/C, No): 813-229-2795 E-MAIL ADDRESS: arichards@mewilson.com
INSURED Florida Youth Soccer Assn Inc. 2828 Lake Myrtle Park Road Auburndale, FL 33823	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: EVEREST NATL INS CO 10120 INSURER B: GREAT AMER INS CO 16691 INSURER C: EVEREST IND INS CO 10851 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 59872623 **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 Participant Legal X $1M/$3M GEN'L AGGREGATE LIMIT APPLIES PER POLICY [ ] PRO-JECT [X] LOC OTHER	X		SI 8GL01665201	08/01/20	08/01/21	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			SI 8GL01665201	08/01/20	08/01/21	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			SI 8EX01394201	08/01/20	08/01/21	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	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	$ $ $
B	AD&D			BSRE22302500	08/01/20	08/01/21	Each/Aggregate	10k/100k
B	Participant Accident			BSRE22302500	08/01/20	08/01/21	Medical Exp Limit	50,000
C	Sexual Misconduct Liab			SI 8GL01666-201	08/01/20	08/01/21	Each Occ/Aggregate	500k/2m

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

Operations of the Florida Youth Soccer Assn, its teams, leagues & clubs. Coverage applies only to official, sanctioned and approved activities of FYSA. Certificate holder has automatic additional insured status when required direct written contract. This certificate is issued on behalf of: CNMCS WEST CITRUS SOCCER CLUB
HOMOSASSA AREA RECREATIONAL PARK - 4210 SOUTH GRANDMARCH AVE. HOMOSASSA FL 34446
***Waiver of subrogation is included if required by written contract per the attached endorsement
SUPERCEDES ALL PRIOR CERTIFICATES ISSUED.
*Sexual Abuse & Molestation is included under the Gen Liab Policy with limits of $1m each occurrence/$2m aggregate.

CERTIFICATE HOLDER

Citrus County, Florida, A Political Subdivision of the State of Florida

3800 W 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

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Attachment: West Citrus COI (13036 : Youth Athletic Organization Agreement - West Citrus Soccer Club)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	PLT-21-02 - Final Plat for Wilson Subdivision
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

This is an application for a Final Plat for Wilson Subdivision. The application would combine two residential lots into one larger parcel in the Costa & Son, Inc. plat in the Crystal River area. The proposed plat has been reviewed and recommended for approval by staff.

BUDGET IMPACT/FUNDING SOURCE:

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

N/A – Applicant responsibility (recording fee)

RECOMMENDED ACTION:

a. Review and approve application PLT-21-02, Highlands South Medical.

b. If approved, direct the Chair to sign the Plat and the Clerk to execute the plat into the public records of Citrus County, Florida.

WILSON SUBDIVISION

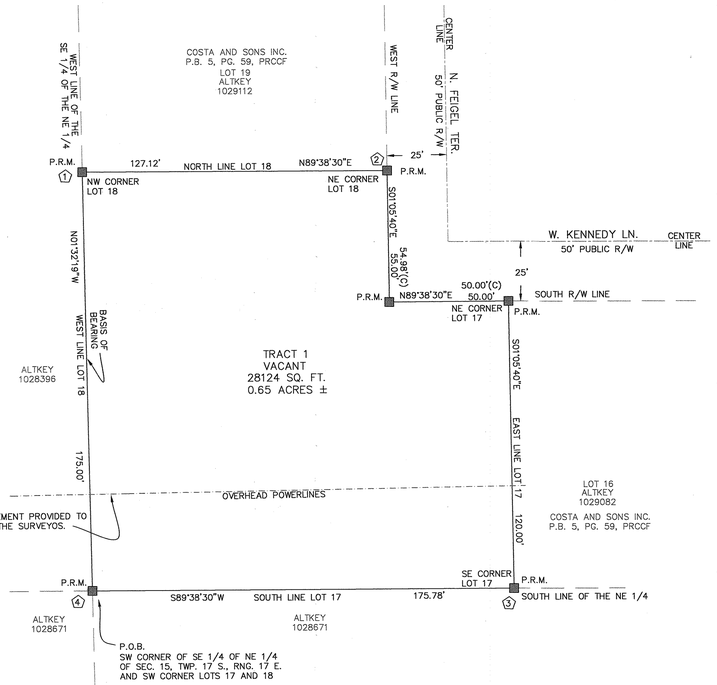
A Replat of Lots 17 and 18, COSTA AND SON INC., according to the map or plat thereof, as recorded in Plat Book 5, Page 59, Public Records of Citrus County, Florida.

LEGAL DESCRIPTION:

TRACT 1
Lots 17 and 18, COSTA & SON INC. according to the map or plat thereof, as recorded in Plat Book 5, Page 59, of the Public Records of Citrus County, Florida.
Being further described as follows:
Begin at the SW corner of the SE 1/4 of the NE 1/4 of Section 15, Township 17 South, Range 17 East, being the SW corner of Lots 17 and 18, COSTA & SON INC. according to the map or plat thereof, as recorded in Plat Book 5, Page 59, of the Public Records of Citrus County, Florida; thence N 01°32'19" W along the West line of said Lot 18, 175.00 feet to the NW corner of said Lot 18; thence N 89°38'30" E along the North line of said Lot 18, 127.12 feet to the NE corner of said Lot 18, being on the West right-of-way line of N. FEIGEL TER. (FEIGEL DR. a 50 foot wide road per said Plat); thence S 01°05'40" E along said West right-of-way line, 54.98 feet; thence N 89°38'30" E along the South right-of-way line of W. KENNEDY LN.. (KENNEDY DR. a 50 foot wide road per said Plat), 50.02 feet to the NE corner of Lot 17 of said Plat; thence departing said South right-of-way line, S 01°05'40" E along the East line of said Lot 17, 120.00 feet to the SE corner of said Lot 17; thence S 89°38'30" W along the South line of said Lot 17, 175.78 feet to the POINT OF BEGINNING. Containing 0.65 acres, more or less.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN ARE BASED ON THE PLAT OF COSTA AND SON INC., PLAT BOOK 5, PAGE 59, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA WITH THE WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA BEING N 01°32'19" W.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12017C 0064D, DATED SEPTEMBER 26, 2014, THIS PROPERTY LIES IN FLOOD ZONES X. (FLOOD ZONE X IS DESCRIBED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY).
3. THIS PROJECT WILL BE SERVICED BY PRIVATE WELL AND SEPTIC SYSTEMS. IF FUTURE CENTRAL WATER AND/OR SEWER BECOME AVAILABLE THIS PROJECT IS REQUIRED TO CONNECT WITHIN 365 DAYS OF NOTIFICATION.
5. HORIZONTAL COORDINATE VALUES SHOWN HEREON REFLECT FLORIDA STATE PLANE COORDINATES WEST ZONE AND ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), ADJUSTMENT OF 1999.
6. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
7. NO NEW STREETS OR WATER RETENTION AREAS HAVE BEEN CREATED BY THIS PLAT.



STATE PLANE COORDINATE VALVES		
NO.	NORTH	EAST
L1	1697023.220	472966.310
L2	1697023.370	473094.110
L3	1696848.560	473146.980
L4	1696848.080	472970.280

LEGEND:
- FOUND 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) Except as noted.
- (P) PLAT
- (D) DEED
- (F) FIELD MEASURED
- (LB) LICENSED BUSINESS
- (P.O.B.) POINT OF BEGINNING
- (P.R.M.) PERMANENT REFERENCE MONUMENT
- (P.R.C.C.F.) PUBLIC RECORDS CITRUS COUNTY FLORIDA
- (PG(S).) PAGE(S)
- (R/W) RIGHT OF WAY
- (MOL)(±) MORE OR LESS
- (SEC.) SECTION
- (TWP.) TOWNSHIP
- (RNG.) RANGE
- (P.B.) PLAT BOOK
- (ALTKEY) ALTERNATE KEY NUMBER
- (4) STATE PLANE COORDINATE NUMBER
- (C) CALCULATED

GRAPHIC SCALE
30 0 15 30
(IN FEET)
1 inch = 30 ft.

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CLERK'S CERTIFICATE:

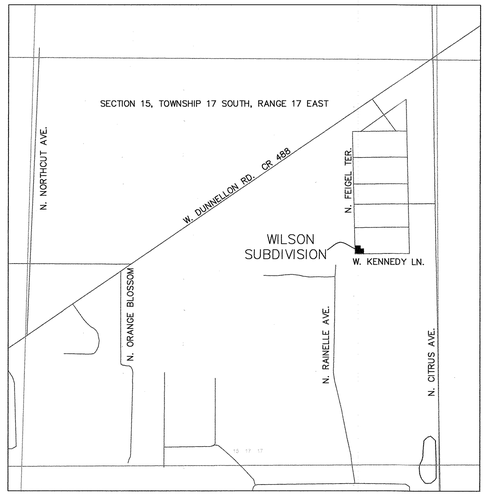
I HEREBY CERTIFY THAT THE ATTACTHED PLAT CONFORMS WITH THE PROVISIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES., AND THAT SAID PLAT HAS BEEN FILED IN PLAT BOOK _____, PAGES _____ AND _____, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA AT _____, ON _____ , 2021, FILE NO. _____

BY: _____
FOR ANGELA VICK
CLERK OF THE CIRCUIT COURT

CERTIFICATE OF SURVEYOR AND MAPPER:

I HEREBY CERTIFY THAT THIS PLAT OF "WILSON SUBDIVISION" IS A TRUE AND CORRECT REPRESENTATION OF LANDS AS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION; THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN HEREON WERE IN PLACE AS OF THE 6th DAY OF January 2021, AND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND THE CITRUS COUNTY LAND DEVELOPMENT CODE, CHAPTER 11-035.

BY: Wallace L. Higgins, P.S.M. DATE: 2/8/21
WALLACE L. HIGGINS, P.S.M. FOR GULFWEST SURVEYING, INC.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5832
LICENSED BUSINESS NO. 7314



LOCATION MAP
NOT TO SCALE
SECTION 15, TOWNSHIP 17 SOUTH, RANGE 17 EAST
CITRUS COUNTY, FLORIDA

PREPARED BY :
GULFWEST SURVEYING, INC.
PROFESSIONAL SURVEYORS AND MAPPERS
9469 W. GREEN BAY LANE
CRYSTAL RIVER, FLORIDA 34428
PH: 352.563.1252 FAX: 352.563.1253

OWNERS DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, CARL D. WILSON, THE OWNER IN FEE SIMPLE OF THE LANDS LOCATED IN CITRUS COUNTY, FLORIDA, HEREON DESCRIBED, HAVE CAUSED TO BE MADE THIS PLAT TITLED "WILSON SUBDIVISION" AND THAT NO NEW ROADS ARE BEING DEDICATED OR CREATED AS PART OF THIS PLAT.

SIGNED AND ATTESTED TO BY THE PERSONS NAMED BELOW HERETO ON THIS _____ DAY OF _____ 2021

BY: _____
CARL D. WILSON
Carl D. Wilson
PRINTED NAME

ATTEST: _____
Sheri L Shepherd
PRINTED NAME
ATTEST: _____
Sandra D. Boggs
PRINTED NAME

NOTARY ACKNOWLEDGMENT:

STATE OF Kentucky
COUNTY OF Floyd

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 3rd DAY OF March, 2021, BY CARL D. WILSON, OWNER OF SAID LANDS, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION AND DID NOT TAKE AN OATH.

DATE : March 3rd 2021
SIGNED _____
NOTARY PUBLIC, STATE OF Kentucky
MY COMMISSION EXPIRES 9/30/22
COMMISSION NO.: 608470

OWNERS DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, JIMMIE E.. WILSON, THE OWNER IN FEE SIMPLE OF THE LANDS LOCATED IN CITRUS COUNTY, FLORIDA, HEREON DESCRIBED, HAVE CAUSED TO BE MADE THIS PLAT TITLED "WILSON SUBDIVISION" AND THAT NO NEW ROADS ARE BEING DEDICATED OR CREATED AS PART OF THIS PLAT.

SIGNED AND ATTESTED TO BY THE PERSONS NAMED BELOW HERETO ON THIS _____ DAY OF _____, 2021

BY: _____
JIMMIE E. WILSON
Jimmie Wilson
PRINTED NAME

ATTEST: _____
Sheri L Shepherd
PRINTED NAME
ATTEST: _____
Sandra D. Boggs
PRINTED NAME

NOTARY ACKNOWLEDGMENT:

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 3rd DAY OF March, 2021, BY JIMMIE E. WILSON, OWNER OF SAID LANDS, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION AND DID NOT TAKE AN OATH.

DATE : March 3rd 2021
SIGNED : _____
NOTARY PUBLIC, STATE OF Kentucky
MY COMMISSION EXPIRES 9/30/22
COMMISSION NO.: 608470

ABSTRACTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT CARL D. WILSON AND JIMMIE E. WILSON, OWNERS OF RECORD OF THE LANDS HEREBY PLATTED, THAT THERE ARE NO DELINQUENT TAXES ON SAID LANDS, AND THAT THERE ARE NO MORTGAGE HOLDERS OF RECORD OTHER THAN AS SHOWN AND THAT THERE ARE NO ADDITIONAL EASEMENTS OR ENCUMBRANCES AFFECTING SAID LANDS.

BY: _____ DATE: 6/7/2021
BRENDA LEE BUTTA
PRINTED NAME
COMPANY: A-1 Title of the Nature Coast Inc

APPROVAL OF OFFICIALS:

BY: _____ COUNTY ENGINEER
BY: _____ DIRECTOR OF PUBLIC WORKS
BY: _____ DIRECTOR OF ENVIRONMENTAL HEALTH
BY: _____ LAND DEVELOPMENT DIRECTOR

APPROVED AS TO FORM AND SUBSTANCE:

BY: _____ DATE: _____
DENISE A. DYMOND LYN, COUNTY ATTORNEY

COUNTY COMMISSION'S APPROVAL:

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA DOES HEREBY APPROVE THIS PLAT FOR RECORDING IN THE PUBLIC RECORDS AND ACCEPTS THE FOREGOING DEDICATION.

BY: _____
FOR ANGELA VICK
CLERK OF THE CIRCUIT COURT

BY: _____
SCOTT E. CARNAHAN
CHAIRMAN OF THE BOARD

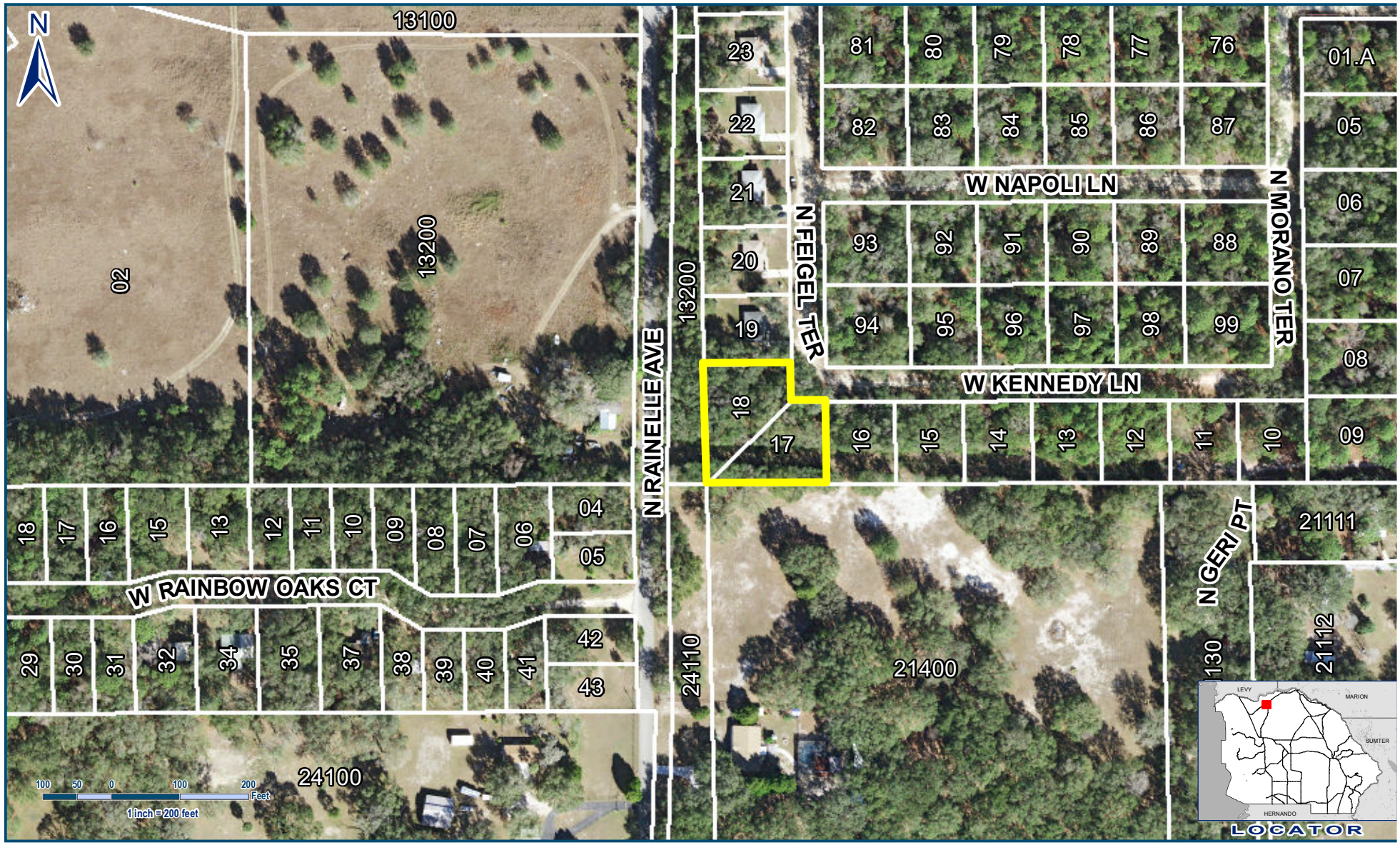
COUNTY SURVEYOR'S APPROVAL:

I HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER, EMPLOYED BY CITRUS COUNTY, FLORIDA, AND I HAVE REVIEWED THE SURVEY AND PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, OF THE FLORIDA STATUTES AND I HEREBY CERTIFY THAT SAID SURVEY AND PLAT COMPLY WITH THE REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES AND THE CITRUS COUNTY LAND DEVELOPMENT CODE, CHAPTER 11-035.

_____ DATE SIGNED: _____
MARK T. THOMAS, P.S.M. NO. 5151
CITRUS COUNTY SURVEY SECTION CHIEF

PLAT BOOK _____ PAGE _____

Attachment: mylar scan (12998 : PLT-21-02 - Final Plat for Wilson Subdivision)



Attachment: Locator Map (12998 : PLT-21-02 - Final Plat for Wilson Subdivision)

Legend

PLT-21-02

WILSON SUBDIVISION
PLT-21-02
SEC 15 TWN 17S RNG 17E

Geographic Information Systems

Prepared By : Susan O'Connell
Date: June 11, 2021
Source: Enterprise Geodatabase
Map Number: SO001157

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 distributing of these materials.

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Acknowledgement of Airport Hangar Lease Agreement(s)
AGENDA DATE:	**July 13, 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. Tom Harper leasing unit 1-L at Inverness Airport.

BUDGET IMPACT/FUNDING SOURCE:

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

The potential annual revenue income is $4,064.28.

RECOMMENDED ACTION:

Staff requests that the Board of County Commissioners acknowledge the attached, executed T-Hangar lease agreement(s) with Mr. Harper (renewal).

T-HANGAR LEASE AGREEMENT

(For lease of County-owned and operated Hangars)

This Agreement, is made this 21st 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 **Tom Harper,** as **Lessee**, whose address is **873 W Bay Drive, Largo, FL 33770.**

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

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

Section 3. Rent. The Lessee shall pay to the Lessor in U.S. dollars the monthly rental of **$338.69 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 **$268.76** (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 (12814 : Acknowledgement of Airport Hangar Lease Agreement(s))

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

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

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

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

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

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

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

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

Attachment: Supporting docs (12814 : Acknowledgement of Airport Hangar Lease Agreement(s))

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

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

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

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

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

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

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

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

Attachment: Supporting docs (12814 : 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 (12814 : 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 (12814 : 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 (12814 : 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, County Administrator
FOR RANDY OLIVER

Date: 4-21-21

LESSEE:

_____
Tom Harper

Date: 4-1-21

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 1 day of APRIL, 2021, by THOMAS HARPER, who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this 1ST day of APRIL, 2021.

RICHARD L. HARPER
Notary Public - State of Florida
Commission # HH 071902
My Comm. Expires Apr 6, 2025
Bonded through National Notary Assn.

_____
Notary Public, State of Florida
Printed Name: RICHARD HARPER
Commission No: HH071902
Expiration Date: 4-6-25

Attachment: Supporting docs (12814 : Acknowledgement of Airport Hangar Lease Agreement(s))

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Release of Lien
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

Property Abatement Assessments on certain properties have been paid in full and said payment satisfies both the Code Compliance Lien and the Property Abatement Assessment Lien. Staff respectfully requests that the Chairman execute a release of lien for each of these properties.

AK# 1846161	Bruce Robert Benson Jr & Bryar Benson
AK# 3507061	Michael England & Tobie N Parham

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	$0

RECOMMENDED ACTION:

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

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

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan, personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida, which is the governing body of Citrus County.

2. An Order of Reimbursement of Cost and Expenses was recorded on 07/05/2019 in BK 2988 PG 605 by Citrus County Code Compliance on real property described as Alt Key 1846161; COM AT NW COR OF GL 3, TH S 1 DEG 20M W AL W LN OF GL 3901.87 FT, TH S 88 DEG 40M E 55.19 FT TO POB, TH S 88 DEG40M E 58 FT, TH S 1 DEG 20M W PAR TO W LN OF GL 3 100 FT, THS 78 DEG 52M 20S W 50 FT, TH N 3 DEG 23M 50S W 111.17 FT TOPOB---&---COM AT NW COR OF GL 3, TH S 1 DEG 20M W AL W LN OF GL 3901.87 FT, TH S 1 DEG 20M W AL W LN 279.53 FT, TH N 72 DEG19M E 119.72 FT, TH N 1 DEG 20M E PAR TO W LN 240.52 FT TOPOB, TH S 1 DEG 20M W 100 FT, TH N 78 DEG 52M 20S E 21 FT,TH N 10 DEG 46M 48S W 97.72 FT TO POB---&---COM AT NW COR OF GL 3, TH S 1 DEG 20M W AL W LN OF GL 3901.87 FT TO POB, TH S 1 DEG 20M W AL W LN 125 FT, TH N 78DEG 52M 20S E 65.92 FT, TH N 3 DEG 23M 50S W 111.17 FT, TH N88 DEG 40M W 55.19 FT TO POB, in the public records of Citrus County, Florida.

3. A Claim of Lien for Special Assessment regarding the Order was recorded on 06/01/2020 in BK 3063 PG 2422 in the public records of Citrus County, Florida.

4. On 08/27/2020, the Board of County Commissioners filed in the public records Resolution No. 2020-076 (0146 Property Abatement Assessment) that levied a special assessment lien against certain lands. The Resolution was recorded in Official Record Book (ORB) 3086 Page 1695, inclusive, public records of Citrus County, Florida.

5. The Board wishes to release the liens above as the records show the assessment has been paid in full.

6. The Board hereby releases the above-described real property and any real or personal property owned by **Bruce Robert Benson, Jr.; Bryar Benson** from the liens that resulted from the recording of the above-referenced Order for Reimbursement of Costs and Expenses, the Claim of Lien for Special Assessment and Resolution 2020-076.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

_____
Scott Carnahan, Chairman

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by the undersigned authority, _____ who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____
Notary Public – State of Florida

This Instrument Prepared by:
Denise A. Dymond Lyn, County Attorney
110 N. Apopka Ave.
Inverness, FL 34450

Attachment: 1c Supporting Documents (12996 : Release of Lien)

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan, personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida, which is the governing body of Citrus County.

2. An Order of Reimbursement of Cost and Expenses was recorded on 04/14/2020 in BK 3053 PG 928 by Citrus County Code Compliance on real property described as Alt Key 3507061; UNIT 6 OF HOMOSASSA PB 1 PG 48 LOTS 15 & 16 BLK 232, in the public records of Citrus County, Florida.

3. A Claim of Lien for Special Assessment regarding the Order was recorded on 06/01/2020 in BK 3063 PG 2451 in the public records of Citrus County, Florida.

4. On 08/27/2020, the Board of County Commissioners filed in the public records Resolution No. 2020-076 (0146 Property Abatement Assessment) that levied a special assessment lien against certain lands. The Resolution was recorded in Official Record Book (ORB) 3086 Page 1695, inclusive, public records of Citrus County, Florida.

5. The Board wishes to release the liens above as the records show the assessment has been paid in full.

6. The Board hereby releases the above-described real property and any real or personal property owned by **Michael England & Tobie N. Parham** from the liens that resulted from the recording of the above-referenced Order for Reimbursement of Costs and Expenses, the Claim of Lien for Special Assessment and Resolution 2020-076.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

_____
Scott Carnahan, Chairman

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by the undersigned authority, _____ who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____
Notary Public – State of Florida

This Instrument Prepared by:
Denise A. Dymond Lyn, County Attorney
110 N. Apopka Ave.
Inverness, FL 34450

Attachment: 1c Supporting Documents (12996 : Release of Lien)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Connection Fee Lien Agreement - Driggers
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

New Connection Charge Installment Lien Agreement, in the name of Daniel & Stephanie Driggers to be recorded in the Official Record Book.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

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

Attachment: Connection Fee Installment Lien Agreement - Driggers (13026 : Connection Fee Lien Agreement - Driggers)

CONNECTION FEE INSTALLMENT LIEN AGREEMENT

("CFIL AGREEMENT")

THIS AGREEMENT entered into this _____day of _____, 2021, made and entered into by and between the Citrus County Board of County Commissioners the governing body of the CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES, hereinafter called SERVICE UNIT and **Daniel & Stephanie Driggers** whose mailing address is **5871 W Nobis Cir, Homosassa FL 34448** hereinafter referred to as PROPERTY OWNER.

WITNESSETH

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

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

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

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

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

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

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

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

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

Attachment: Connection Fee Installment Lien Agreement - Driggers (13026 : Connection Fee Lien Agreement - Driggers)

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

ATTEST:

SERVICE UNIT:

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

110 N Apopka Avenue

Inverness, FL 34450

BY: _____

CHAIRPERSON: Scott Carnahan

Board of County Commissioners

Of Citrus County Florida

_____

CLERK OF COURT: Angela Vick

Rebecca Dibble

WITNESS Rebecca Dibble

Karen Wilson

WITNESS Karen Wilson

PROPERTY OWNER:

BY: **Daniel Driggers**

Signature: _____

STATE OF Florida)

COUNTY OF Citrus)

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

WITNESS my hand and official seal this 9 day of June, 2021.

Amy S Emminger

Notary Public - State of _____

This instrument was prepared by

Bernadine Flood-Nichols

3600 W Sovereign Path

Lecanto, FL 34461

Printed Name:

Commission No.

Exp. Date:

Notary Public State of Florida
Amy S Emminger
My Commission GG 947866
Expires 01/15/2024

Attachment: Connection Fee Installment Lien Agreement - Driggers (13026 : Connection Fee Lien Agreement - Driggers)

WITNESS Rebecca Dibble

WITNESS Barbara Baird

PROPERTY OWNER:

BY: **Stephanie Driggers**

Signature:

STATE OF Florida)

COUNTY OF Citrus)

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

WITNESS my hand and official seal this 9 day of June, 2021.

This instrument was prepared by

Bernadine Flood-Nichols

3600 W Sovereign Path

Lecanto, FL 34461

Notary Public - State of _____

Printed Name:

Commission No.:

Exp. Date:

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

Attachment: Connection Fee Installment Lien Agreement - Driggers (13026 : Connection Fee Lien Agreement - Driggers)

Exhibit "A"

Name: Daniel & Stephanie Driggers

Legal Description: HERITAGE HILLS PLAT BK 11 PGS 78 & 79 LOT 34 UNREC OF LOT 1 BLK A: COM AT THE SE COR OF LOT 1 BLK A, TH S 89D 53M 06S W AL THE S LN OF SD LOT 1, 137.27 FT TO THE POB, TH CONT S 89D 53M 06S W AL SD S LN 117.44 FT, TH N 0D 24M 26S W PAR TO THE E LN OF SD LOT 1, 197.81 FT, TH S 78D 15M 00S E 120.13 FT, TH S 0D 24M 28S E PAR TO SD E LN 173.11 FT TO THE POB - TITLE IN OR BK 2636 PG 2296

Service Address: 5871 W Nobis Cir, Homosassa FL 34448

Mailing Address: 5871 W Nobis Cir, Homosassa FL 34448

Attachment: Connection Fee Installment Lien Agreement - Driggers (13026 : Connection Fee Lien Agreement - Driggers)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Connection Fee Lien Agreement - Chevere
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

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

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

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

Attachment: Connection Fee Installment Lien Agreement - Chevere (13025 : Connection Fee Lien Agreement - Chevere)

CONNECTION FEE INSTALLMENT LIEN AGREEMENT

("CFIL AGREEMENT")

THIS AGREEMENT entered into this _____day of _____, 2021, made and entered into by and between the Citrus County Board of County Commissioners the governing body of the CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES, hereinafter called SERVICE UNIT and **Senia Chevere** whose mailing address is **4991 W Cardinal St Homosassa, FL 34446** hereinafter referred to as PROPERTY OWNER.

WITNESSETH

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

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

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

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

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

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

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

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

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

Attachment: Connection Fee Installment Lien Agreement - Chevere (13025 : Connection Fee Lien Agreement - Chevere)

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

ATTEST:

SERVICE UNIT:

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

110 N Apopka Avenue

Inverness, FL 34450

_____

CLERK OF COURT: Angela Vick

BY: _____

CHAIRPERSON: Scott Carnahan

Board of County Commissioners

Of Citrus County Florida

Karen Wilson

WITNESS Karen Wilson

Deborah Grosskopf

WITNESS Deborah Grosskopf

PROPERTY OWNER:

BY: **Senia Chevere**

Signature: Senia Chevere

STATE OF Florida)

COUNTY OF Citrus)

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

WITNESS my hand and official seal this 3 day of June, 2021.

Amy S Emminger

This instrument was prepared by

Bernadine Flood-Nichols

3600 W Sovereign Path

Lecanto, FL 34461

Notary Public - State of _____

Printed Name:

Commission No.

Exp. Date:

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

Attachment: Connection Fee Installment Lien Agreement - Chevere (13025 : Connection Fee Lien Agreement - Chevere)

Exhibit "A"

Name: Senia Chevere

Legal Description: GULF HWY LAND UNIT 8 PB 4 PG 113 LOT 2

Service Address: 4991 W Cardinal St Homosassa, FL 34446

Mailing Address: 4991 W Cardinal St Homosassa, FL 34446

Attachment: Connection Fee Installment Lien Agreement - Chevere (13025 : Connection Fee Lien Agreement - Chevere)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Release of Lien - Connection Fee Lien Agreement
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

Connection Charge Installment Lien Agreement recorded in: Official Record Book 2943 Page 1372 through page 1375 inclusive, in the name Laura Grady, Official Record Book 2194 Page 932 through page 940 inclusive, in the name Keith Canfield, Official Record Book 2194 Page 916 through page 923 inclusive, in the name Perry Hammer, Official Record Book 2201 Page 116 through 124 inclusive in the name Roger Sheldon, Official Record Book 2268 Page 100 through 103 inclusive in the name Lonnie & Rhonda Rogers, Official Record Book 2194 Page 924 through 931 inclusive in the name James A Glass. These liens have been paid in full.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Release of Liens for the following Connection Charge Installment Lien Agreements: Laura Grady, Keith Canfield, Perry Hammer, Roger Sheldon, Lonnie & Rhonda Rogers, and James A Glass.

Attachment: RELEASE OF LIEN - Connection Lien Agreement Grady - July 13, 2021 (13021 : Release of Lien - Connection Fee Lien Agreement)

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan whom is personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida which serves as the Citrus County Municipal Service Benefit Unit for Water and Wastewater Services

2. On Dec 6, 2018 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 2943 Page 1372 through 1375, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 2943 Page 1372 through 1375 inclusive:

   Laura K Grady
   6979 W Jehle Ct - Site Address
   Crystal River, FL 34429
   6979 W Jehle Ct – Mailing Address
   Crystal River, FL 34429

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2943 page 1375 through 1375 inclusive.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA
110 N Apopka Avenue
Inverness, FL 34450

_____
Chairman: Scott Carnahan

STATE OF FLORIDA
COUNTY OF CITRUS

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

_____
Notary Public – State of Florida

This instrument was prepared by:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan whom is personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida which serves as the Citrus County Municipal Service Benefit Unit for Water and Wastewater Services

2. On Feb 15, 2008 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 2194 Page 932 through 940, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 2194 Page 932 through 940 inclusive:

   Keith Canfield
   733 W Sharp Lane - Site Address
   Lecanto, FL 34461
   733 W Sharp Lane – Mailing Address
   Lecanto, FL 34461

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2194 page 932 through 940 inclusive.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA
110 N Apopka Avenue
Inverness, FL 34450

_____
Chairman: Scott Carnahan

STATE OF FLORIDA
COUNTY OF CITRUS

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

_____
Notary Public – State of Florida

This instrument was prepared by:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

Attachment: RELEASE OF LIEN - Connection Lien Agreement Canfield - July 13, 2021 (13021 : Release of Lien - Connection Fee Lien

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan whom is personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida which serves as the Citrus County Municipal Service Benefit Unit for Water and Wastewater Services

2. On March 14, 2008 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 2201 Page 116 through 124, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 2201 Page 116 through 124 inclusive:

   Roger W Sheldon
   4131 S Jefferson Pt - Site Address
   Homosassa, FL 34448
   8469 W Grover Cleveland Blvd – Mailing Address
   Homosassa, FL 34448

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2201 page 116 through 124 inclusive.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA
110 N Apopka Avenue
Inverness, FL 34450

_____
Chairman: Scott Carnahan

STATE OF FLORIDA
COUNTY OF CITRUS

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

_____
Notary Public – State of Florida

This instrument was prepared by:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

Attachment: RELEASE OF LIEN - Connection Lien Agreement Sheldon- July 13, 2021 (13021 : Release of Lien - Connection Fee Lien

Attachment: RELEASE OF LIEN - Connection Lien Agreement Rogers- July 13, 2021 (13021 : Release of Lien - Connection Fee Lien Agreement)

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan whom is personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida which serves as the Citrus County Municipal Service Benefit Unit for Water and Wastewater Services

2. On Feb 13, 2009 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 2268 Page 100 through 103, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 2268 Page 100 through 103 inclusive:

   Lonnie & Rhonda Rogers
   6796 W Macopin Lane - Site Address
   Crystal River, FL 34428
   6796 W Macopin Lane – Mailing Address
   Crystal River, FL 34428

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2268 page 100 through 103 inclusive.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA
110 N Apopka Avenue
Inverness, FL 34450

_____
Chairman: Scott Carnahan

STATE OF FLORIDA
COUNTY OF CITRUS

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

_____
Notary Public – State of Florida

This instrument was prepared by:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

Attachment: RELEASE OF LIEN - Connection Lien Agreement Glass - July 13, 2021 (13021 : Release of Lien - Connection Fee Lien Agreement)

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan whom is personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida which serves as the Citrus County Municipal Service Benefit Unit for Water and Wastewater Services

2. On Feb 15, 2008 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 2194 Page 924 through 931, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 2194 Page 924 through 931 inclusive:

   James A Glass
   10272 W Twin River Lane - Site Address
   Homosassa, FL 34448
   10272 W Twin River Lane – Mailing Address
   Homosassa, FL 34448

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2194 page 924 through 931 inclusive.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA
110 N Apopka Avenue
Inverness, FL 34450

_____
Chairman: Scott Carnahan

STATE OF FLORIDA
COUNTY OF CITRUS

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

_____
Notary Public – State of Florida

This instrument was prepared by:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

RELEASE OF LIEN

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan whom is personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida which serves as the Citrus County Municipal Service Benefit Unit for Water and Wastewater Services

2. On Feb 15, 2008 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 2194 Page 916 through 923, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 2194 Page 916 through 923 inclusive:

   Perry Hammer
   580 S Bauer Rd - Site Address
   Lecanto, FL 34461
   580 S Bauer Rd – Mailing Address
   Lecanto, FL 34461

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2194 page 916 through 923 inclusive.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA
110 N Apopka Avenue
Inverness, FL 34450

_____
Chairman: Scott Carnahan

STATE OF FLORIDA
COUNTY OF CITRUS

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

_____
Notary Public – State of Florida

This instrument was prepared by:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

Attachment: RELEASE OF LIEN - Connection Lien Agreement Hammer - July 13, 2021 (13021 : Release of Lien - Connection Fee Lien

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Proposed Utility Availability Assessment Roll for FY 2021-2022
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

Proposed Utility Availability Assessment Roll for FY 2021-2022

BUDGET IMPACT/FUNDING SOURCE:

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

Special Assessments to be levied against benefited properties.

RECOMMENDED ACTION:

a. Adopt and authorize the Chairman to execute a Resolution for the proposed Utility Availability Assessment Roll for FY 2021-2022 relating to the provision of utility availability services in the unincorporated area of the county; estimating the cost of utility availability services to be assessed for the fiscal year commencing October 1, 2021; determining that certain real property will be specially benefited thereby; establishing the method of assessing the utility availability service cost against the real property that will be specially benefited thereby; directing the county manager to prepare or direct the preparation of a preliminary assessment roll based upon the methodology set forth herein; establishing a public hearing to consider imposition of the proposed service assessments and the method of their collection and directing the provision of notice in connection therewith; providing for severability; and providing an effective date.

b. Set a public hearing on August 24, 2021, at 2:00 P.M. regarding the Proposed Utility Availability Assessment Roll for FY 2021-2022.

Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

CITRUS COUNTY, FLORIDA

UTILITY AVAILABILITY ASSESSMENTS
INITIAL ASSESSMENT RESOLUTION

ADOPTED JULY 13, 2021

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Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

RESOLUTION NO. 2021 -_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, RELATING TO THE PROVISION OF UTILITY AVAILABILITY SERVICES IN THE UNINCORPORATED AREA OF THE COUNTY; ESTIMATING THE COST OF UTILITY AVAILABILITY SERVICES TO BE ASSESSED FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021; DETERMINING THAT CERTAIN REAL PROPERTY WILL BE SPECIALLY BENEFITTED THEREBY; ESTABLISHING THE METHOD OF ASSESSING THE UTILITY AVAILABILITY SERVICE COST AGAINST THE REAL PROPERTY THAT WILL BE SPECIALLY BENEFITTED THEREBY; DIRECTING THE COUNTY MANAGER TO PREPARE OR DIRECT THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL BASED UPON THE METHODOLOGY SET FORTH HEREIN; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED SERVICE ASSESSMENTS AND THE METHOD OF THEIR COLLECTION AND DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. PURPOSE AND DEFINITIONS.

(A) This resolution constitutes the Utility Availability Initial Assessment Resolution as defined in the Assessment Ordinance, which is codified in Chapter 86 of the Citrus County Code of Ordinances.

(B) All capitalized terms not otherwise defined herein shall have the meanings defined in the Assessment Ordinance and the Utility Ordinance. As used in this

Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Annual Wastewater Service Component" means the amount computed for each Tax Parcel pursuant to Section 2.04(A)(2) hereof.

"Annual Water Service Component" means the amount computed for each Tax Parcel pursuant to Section 2.04(A)(1) hereof.

"Annual Service Component" means the total of the Annual Wastewater Service Component and the Annual Water Service Component for each Tax Parcel.

"Assessed Property" means those Assessed Properties, as defined in the Assessment Ordinance, that receive a special benefit from the delivery of the Utility Availability Services due to the Availability of County water and/or wastewater utility lines to the property, as defined in the Utility Ordinance.

"Assessment Ordinance" means Chapter 86 of the Citrus County Code of Ordinances, entitled "Special Assessments."

"Assessment Report" means that certain report entitled "Water and Wastewater Availability Assessment Analysis," dated as of July, 2019, prepared by PRMG/Raftelis.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind, including mobile homes.

"Collection Cost" means the estimated cost to be incurred by the County during any Fiscal Year in connection with the administration and collection of Assessments.

"Collection Cost Component" means the amount computed for each Tax Parcel pursuant to Section 2.04(B) hereof.

Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

“ERP” or **“Equivalent Residential Property/Parcel”** means the Assessment Unit, as defined in the Assessment Ordinance, which is unit of measure used to calculate the expected amount of water and/or wastewater utility service demanded by a particular Tax Parcel with Available County utility facilities based on its actual or potential development, as assigned for each Tax Parcel in accordance with Section 2.03 hereof.

“Front Footage” means the total amount of lineal front feet abutting a right-of-way or easement containing the Available County potable water distribution lines or wastewater collection facilities, as applicable, that is attributed to each Tax Parcel of Assessed Property, as determined by Citrus County Property Appraiser’s database or field verification where needed, as of the Effective Date of this Initial Assessment Resolution.

“Improved Property” means the Assessed Property on which a Building or other improvements have been placed or constructed and received a Certificate of Occupancy as of the Effective Date of this Initial Assessment Resolution.

“Lot” means any of the numbered lots or parcels shown on any of the recorded plats within the County on which a Single-Family Residential Unit has been or can be constructed or sited in accordance with applicable laws and regulations.

"Single-Family Residential Unit" means a Building or portion thereof, which is lawfully used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only.

“Statutory Discount Amount” means the amount computed for each Tax Parcel pursuant to Section 2.04(C) hereof.

Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

"Tax Parcel" means a parcel of Assessed Property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Utility Availability Service Cost" means collectively all or any portion of the Water Availability Service Cost and the Wastewater Availability Service Cost.

"Utility Availability Assessment" or **"Assessment"** means an annual Service Assessment, as defined in the Assessment Ordinance, imposed against property located within the unincorporated area of the County to collect the annual Availability Charge, as defined in the Utility Ordinance, and fund the Water Availability Service Cost and the Wastewater Availability Service Cost, as applicable, computed in the manner described herein.

"Utility Availability Assessment Roll" means the Assessment Roll, as defined in the Assessment Ordinance, relating to the Utility Availability Service Cost for the provision of the Utility Availability Services.

"Utility Availability Service" means the operating and maintenance activities, including repairs, renewals, and replacements, needed on an annual basis to maintain the County water and wastewater lines and other related utility facilities, as applicable, in a readiness-to-serve state to be available to serve the Assessed Property.

"Utility Ordinance" means Chapter 102, of the Citrus County Code of Ordinances, entitled "Utilities."

"Vacant Property" means Assessed Property that is not improved by a Building on the Effective Date of this Resolution.

"Water Availability Service Cost" means all or any portion of the Service Cost, as defined in the Assessment Ordinance, that is properly attributable to the provision of Utility Availability Services for the County's potable water system under generally

Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

accepted accounting principles, including, without limiting the generality of the foregoing, the amount necessary in a Fiscal Year to fund the non-variable operating and maintenance cost, including an allowance for repairs, renewals, and replacements, needed to maintain the County water lines and other related utility facilities in a readiness-to-serve state for Assessed Property, all administrative costs incurred by the County in establishing and administering the Assessment program, a reasonable amount for contingency for anticipated costs, and reimbursement to the County for any funds advanced for Utility Availability Services relating to the water system, and interest of any interfund or intrafund loan for such purposes.

"Wastewater Availability Service Cost" means all or any portion of the Service Cost, as defined in the Assessment Ordinance, that is properly attributable to the provision of Utility Availability Services for the County's wastewater system under generally accepted accounting principles, including, without limiting the generality of the foregoing, the amount necessary in a Fiscal Year to fund the non-variable operating and maintenance cost, including an allowance for repairs, renewals, and replacements, needed to maintain the County wastewater collection lines and other related utility facilities in a readiness-to-serve state for Assessed Property, all administrative costs incurred by the County in establishing and administering the Assessment program, a reasonable amount for contingency for anticipated costs, and reimbursement to the County for any funds advanced for Utility Availability Services relating to the wastewater system, and interest of any interfund or intrafund loan for such purposes.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this

Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

resolution; and the term “hereafter” means after, and the term “heretofore” means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 1.03. LEGISLATIVE FINDINGS. It is hereby ascertained, determined and declared that the Utility Availability Assessments provide a special benefit to property and are fairly and reasonably apportioned among all benefitted properties based on the Assessment Report, which is hereby incorporated herein by reference, and based upon the following legislative findings:

(A) Pursuant to Article VIII, Section 1 of the Florida Constitution, and sections 125.01 and 125.66, Florida Statutes, and other applicable provisions of law, the Board has all powers of local self-government to perform county functions and to render county services and such power may be exercised by the enactment of legislation in the form of County ordinances.

(B) In accordance with the Utility Ordinance, Availability Charges may be charged against all properties that are not connected to the County water and/or wastewater system but where such service is Available, as defined in Section 102-81 of the Utility Ordinance. The Availability Charges may be imposed and collected as an annual special assessment in accordance with the Assessment Ordinance. The Board has enacted the Assessment Ordinance to authorize the imposition of Utility Availability Assessments to fund the Utility Availability Service Cost to benefitted property located in the unincorporated area of the County.

(C) The Assessments imposed pursuant to the procedures provided in the Assessment Ordinance and this Initial Assessment Resolution will be imposed by the

Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

Board. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

(D) The Utility Availability Services will provide a special benefit to all Assessed Property – both Improved Property and Vacant Property -- because such services possess a logical relationship to the use and enjoyment of property by: (1) providing immediate and available potable water service and wastewater collection service to all Assessed Properties, including fire flow for enhanced fire protection capability; (2) enhancing the use and enjoyment of Assessed Property and rendering it more adaptable to a current or reasonably foreseeable new and higher use; (3) fostering the enhancement of environmentally responsible use and enjoyment of the Assessed Property; and (4) stabilizing or enhancing the value, marketability, and integrity of all Assessed Property through the provision of such services.

(E) The Utility Availability Assessments to be imposed in accordance with this Initial Assessment Resolution provide an equitable method of funding the provision of Utility Availability Services by fairly and reasonably allocating the Utility Availability Service Cost to specially benefitted property, based upon the number of ERPs attributable to each Tax Parcel in the manner hereinafter described.

(F) A Tax Parcel's expected amount of demand for water and wastewater services is a fair, reasonable, and logical method of determining the relative amount of special benefit that will accrue to the property from the provision of the Utility Availability Services. Accordingly, it is fair and reasonable to use ERPs assigned based on property's existing or projected development to apportion the Utility Availability Service Cost because the provision of the Utility Availability Services are required in order to

Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

ensure adequate and available central water and wastewater utility services, as applicable, to the Assessed Property.

(G) For Improved Property, it is fair and reasonable to assign ERPs based upon the property's existing development, as determined by the Property Appraiser's assigned land use codes, and determining the property's likely meter size based on the similar property uses and American Water Works Association meter equivalent factors, which is a standard industry source for this type of information.

(H) The average size of all Lots with Available County water and/or wastewater utility facilities is ½ acre (21,780 feet^2). It is fair and reasonable to assign one (1) ERP to each Lot of Vacant Property because all such properties enjoy the same maximum development potential of one dwelling unit. It is fair and reasonable to assign ERPs to other Vacant Property based upon the property's development potential by equating each ERP to ½ acre of land area and limiting the depth of each Tax Parcel of Vacant Property to the first 200 feet abutting the Available County utility facilities, as applicable, based on the assumption that additional internal infrastructure would be needed to serve beyond the first 200 feet of depth.

(I) Each Tax Parcel of Assessed Property will be benefited by the County's provision of the Utility Availability Services in an amount not less than the Assessment imposed against such property, computed in the manner set forth in this Initial Assessment Resolution.

Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

ARTICLE II

UTILITY AVAILABILITY ASSESSMENTS

SECTION 2.01. IMPOSITION OF UTILITY AVAILABILITY ASSESSMENTS.

(A) Utility Availability Assessments shall be imposed against all Tax Parcels of Assessed Property with Available water and/or wastewater utility services, as applicable, and shall be computed in accordance with this Initial Assessment Resolution.

(B) When imposed, the Utility Availability Assessments shall constitute a lien upon the Tax Parcels of Assessed Property pursuant to Section 86-43 of the Assessment Ordinance.

SECTION 2.02. ESTIMATED UTILITY AVAILABILITY SERVICE COST.

(A) The total estimated Water Availability Service Cost is $522,655.51 for the Fiscal Year commencing October 1, 2021.

(B) The total estimated Wastewater Availability Service Cost is $158,492.70 for the Fiscal Year commencing October 1, 2021.

(C) This Utility Availability Service Cost will be funded through the imposition of Assessments against Assessed Property with Available water and/or wastewater utility services, as applicable, in the manner set forth in Section 2.04 hereof.

SECTION 2.03. ASSIGNMENT OF ERPS. To reflect the relative amount of special benefit to be derived from the provision of the Utility Availability Services, the number of ERPs for water and wastewater attributable to each Tax Parcel shall be determined in the manner set forth in this Section 2.03.

(A) All Lots of Improved Property with Available water service shall be assigned one (1) ERP. All other Tax Parcels of Improved Property with Available water

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service shall be assigned ERPs based upon the Tax Parcel's existing development, as determined by the Property Appraiser's assigned land use codes, and the likely meter size that would serve the existing development based on American Water Works Association meter equivalent factors, as provided in the Assessment Report.

(B) All Lots of Improved Property with Available wastewater service shall be assigned one (1) ERP. All other Tax Parcels of Improved Property with Available wastewater service shall be assigned ERPs based upon the Tax Parcel's existing development, as determined by the Property Appraiser's assigned land use codes, and the likely water meter size which also serves as a measure for estimating corresponding wastewater flow that would serve the existing development based on American Water Works Association meter equivalent factors, as provided in the Assessment Report.

(C) All Lots of Vacant Property with Available water service shall be assigned one (1) ERP. All other Tax Parcels of Vacant Property with Available water service shall be assigned ERPs by multiplying the Tax Parcel's Front Footage by the Tax Parcel's maximum depth up to a total of 200 feet, dividing that product by 43,560 (square feet per acre), and then further dividing that result by 0.5 acres, which is the average acreage of all Lots). The minimum number of ERPs assigned to any Tax Parcel shall be 1 ERP.

(D) All Lots of Vacant Property with Available wastewater service shall be assigned one (1) ERP. All other Tax Parcels of Vacant Property with Available wastewater service shall be assigned ERPs by multiplying the Tax Parcel's Front Footage by the Tax Parcel's maximum depth up to a total of 200 feet, dividing that product by 43,560 (square feet per acre), and then further dividing that result by 0.5

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acres, which is the average acreage of all Lots). The minimum number of ERPs assigned to any Tax Parcel shall be 1 ERP.

SECTION 2.04. COMPUTATION OF ASSESSMENTS. The Utility Availability Assessment amount for the Fiscal Year commencing October 1, 2021, shall be calculated and apportioned as follows:

(A) ANNUAL SERVICE COMPONENT.

(1) The "Annual Water Service Component" shall be calculated for each Fiscal Year for each Tax Parcel by dividing the number of water ERPs attributable to such Tax Parcel by the total number of water ERPs attributable to all Tax Parcels of Assessed Property and multiplying the result by the estimated Water Availability Service Cost.

(2) The "Annual Wastewater Service Component" shall be calculated for each Fiscal Year for each Tax Parcel by dividing the number of wastewater ERPs attributable to such Tax Parcel by the total number of wastewater ERPs attributable to all Tax Parcels of Assessed Property and multiplying the result by the estimated Wastewater Availability Service Cost.

(3) Add the Annual Water Service Component and the Annual Wastewater Service Component for each Tax Parcel to arrive at that Tax Parcel's total Annual Service Component.

(B) SERVICE ASSESSMENT COLLECTION COST COMPONENT. The "Collection Cost Component" shall be computed each Fiscal Year for each Tax Parcel by (1) dividing (a) the Annual Service Component for such Tax Parcel by (b) the Utility Availability Service Cost, and (2) multiplying the result by the Collection Cost.

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(C) SERVICE ASSESSMENT STATUTORY DISCOUNT AMOUNT. The "Statutory Discount Amount" shall be computed for each Tax Parcel as the amount allowed by law as the maximum discount for early payment of ad valorem taxes and non-ad valorem assessments, such amount to be calculated by deducting (1) the sum of (a) the Annual Service Component and (b) the Collection Cost Component, from (2) the amount computed by dividing (a) the sum of (i) the Annual Service Component and (ii) the Collection Cost Component, by (b) the factor of 0.95.

(D) UTILITY AVAILABILITY SERVICE ASSESSMENT. The annual Utility Availability Service Assessment for each Tax Parcel shall be computed as the sum of (1) the Annual Service Component, (2) the Collection Cost Component, and (3) the Statutory Discount Amount.

SECTION 2.05. UTILITY AVAILABILITY ASSESSMENT ROLL.

(A) The County Manager is hereby directed to prepare, or direct the preparation of, the preliminary Utility Availability Assessment Roll in the manner provided in Section 86-37 of the Assessment Ordinance.

(B) A copy of this Initial Assessment Resolution and the preliminary Utility Availability Assessment Roll shall be maintained on file in the office of the County Manager or such person's designee and open to public inspection. The foregoing shall not be construed to require that the Utility Availability Assessment Roll be in printed form if the amount of the Utility Availability Assessment for each Tax Parcel can be determined by use of an available computer terminal.

SECTION 2.06. METHOD OF COLLECTION. The Utility Availability Assessments shall be collected pursuant the Uniform Assessment Collection Act, as provided in Section 86-47 of the Assessment Ordinance.

Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

ARTICLE III

NOTICE AND PUBLIC HEARING

SECTION 3.01. PUBLIC HEARING. There is hereby established a public hearing to be held at 2:00 p.m. on August 24, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, to consider imposition of the Utility Availability Assessments.

SECTION 3.02. NOTICE BY PUBLICATION. The County Manager shall publish a notice of the public hearing authorized by Section 3.01 hereof in the manner and time provided in Section 86-38 of the Assessment Ordinance. The notice shall be published no later than August 3, 2021, in substantially the form attached hereto as Appendix A.

SECTION 3.03. NOTICE BY MAIL.

(A) The County Manager shall, at the time and in the manner specified in Section 86-39 of the Ordinance, provide first class mailed notice of the public hearing authorized by Section 3.01 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll.

(B) The mailed notice shall be mailed no later than August 3, 2021, in substantially the form attached hereto as Appendix “B.”

(C) For Tax Parcels with exempt “home addresses” pursuant to Chapter 2019-12, Laws of Florida, which amended Section 119.071(d), Florida Statutes, the County Manager shall work with the Property Appraiser and/or Tax Collector for provision of notice.

Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. SEVERABILITY. The provisions of this Initial Assessment Resolution are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Initial Assessment Resolution shall not be affected thereby.

SECTION 4.02. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

DONE AND ADOPTED in Regular Session this 13th day of July 2021.

ATTEST:

_____
ANGELA VICK, CLERK

BOARD OF COUNTY COMMSSIONERS
OF CITRUS COUNTY, FLORIDA

_____
SCOTT CARANAHAN, CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____
DENISE A. DYMOND LYN
COUNTY ATTORNEY

Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 3, 2021

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF UTILITY AVAILABILITY SPECIAL ASSESSMENTS

Notice is hereby given that the Board of County Commissioners of Citrus County, Florida will conduct a public hearing to consider the imposition of utility availability special assessments for the provision of water and wastewater utility availability services for the Fiscal Year beginning October 1, 2021 and future fiscal years within the unincorporated areas of Citrus County.

The hearing will be held at 2:00 p.m. on August 24, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the County within 20 days of this notice. If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Manager's office at (352) 341-6560, at least two days before the meeting. If you are hearing or speech impaired, use the TTY telephone (352) 341-6580. If you need a Spanish Translator please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370. Si necesita un

Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370.

The assessment for each parcel of property will be based on the total number of ERPs attributed to that parcel. ERPs for improved property are assigned based on the property's existing development, as determined by the Property Appraiser's assigned land use codes, and the property's likely meter size and meter maximum flow rates. ERPs for vacant property are assigned based on a combination of the property's front footage abutting the available utility lines and the property's land area to which service is available. The annual assessment will include each Tax Parcel's share of the service cost, plus administrative and collection costs. The maximum annual assessment is estimated to be $21.77 per ERP for water and $29.51 per ERP for wastewater.

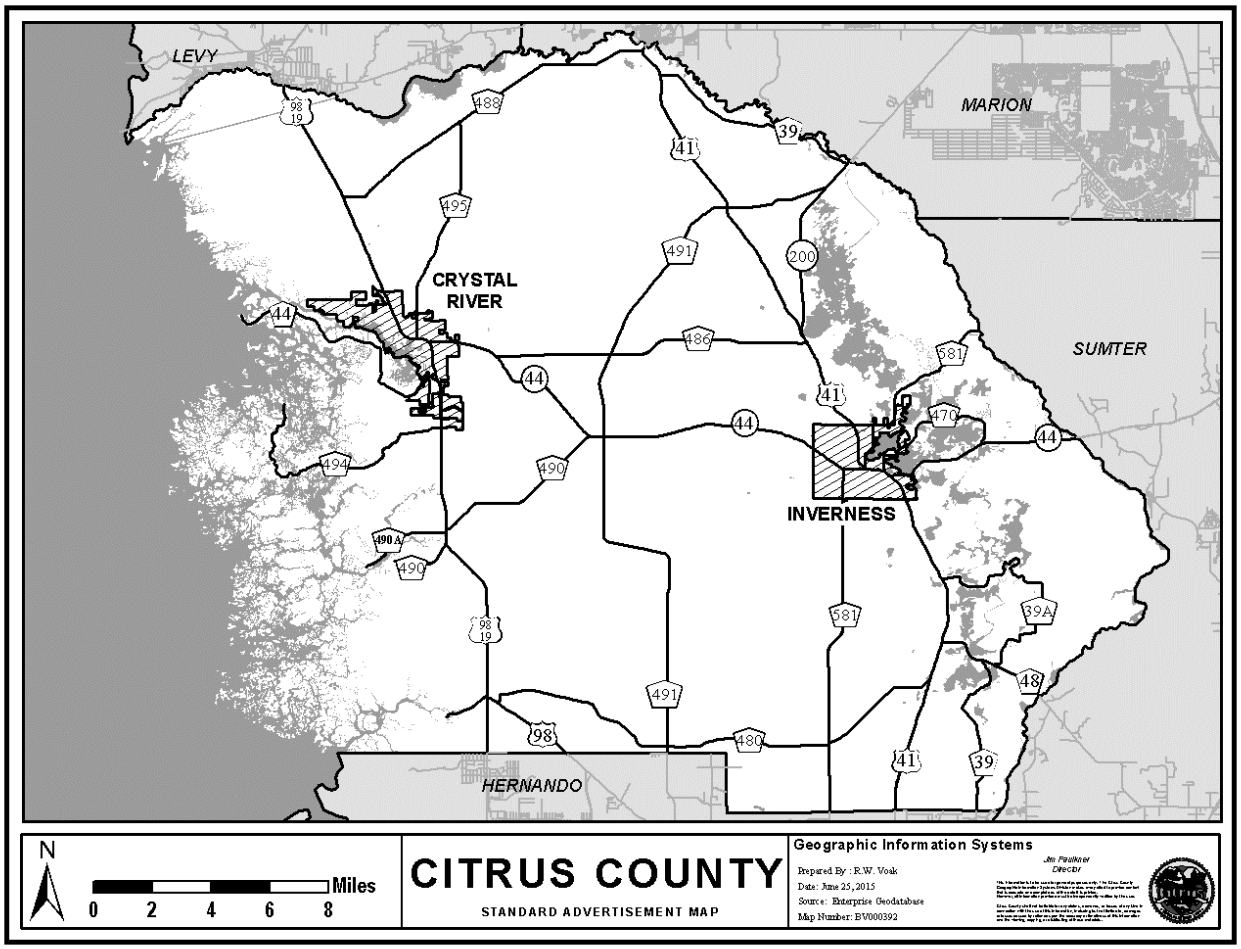
Copies of the Master Service Assessment Ordinance, Chapter 86 of the Citrus County Code of Ordinances, the Initial Assessment Resolution, and the preliminary Utility Availlability Assessment Roll are available for inspection at the Office of the Board of County Commissioners, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

If you have any questions, please contact Citrus County Land Section at (352) 527-5458, Monday through Friday between 8:00 a.m. and 4:30 p.m. or go to www.citrusbocc.com for additional information.

BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY, FLORIDA



Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

APPENDIX B

FORM OF NOTICE TO BE MAILED

APPENDIX B
FORM OF NOTICE TO BE MAILED

* * * * * NOTICE TO PROPERTY OWNER * * * * *

Citrus County
3600 West Sovereign Path, Suite 205
Lecanto, Florida 34461

Owner Name
Address
City, State Zip

CITRUS COUNTY, FLORIDA

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF UTILITY AVAILABILITY NON-AD VALOREM ASSESSMENTS

NOTICE DATE: August 3, 2021

Tax Parcel # _____
Legal Description: _____

As required by Section 197.3632, Florida Statutes, notice is given by Citrus County that an assessment for water and wastewater utility availability services using the tax bill collection method, may be levied on your property for the fiscal year beginning on October 1, 2021 and future fiscal years. The purpose of this assessment is to fund operations and maintenance services performed by the County to maintain potable water and wastewater utility lines that are available to provide utility services to the assessed property located within the unincorporated area of the County.

The total estimated water availability service cost is $522,655.51 for the Fiscal Year commencing October 1, 2021. The total estimated wastewater availability service cost is $158,492.70 for the Fiscal Year commencing October 1, 2021. The assessment for each parcel of property will be based the total number of ERPs attributed to that parcel. ERPs for improved property are assigned based on the property's existing development, as determined by the Property Appraiser's assigned land use codes, and the property's likely meter size and meter maximum flow rates. ERPs for vacant property are assigned based on a combination of the property's front footage abutting the available utility lines and the property's land area to which service is available. The annual assessment will include each Tax Parcel's share of the service cost, plus administrative and collection costs.

The total water ERPs assigned to the above parcel are ___.

The total wastewater ERPs assigned to the above parcel are ___.

The maximum water utility availability assessment for the above parcel is $_____ for the fiscal year beginning October 1, 2021 and future fiscal years.

The maximum wastewater utility availability assessment for the above parcel is $_____ for the fiscal year beginning October 1, 2021 and future fiscal years.

A public hearing will be held at 2:00 p.m. on August 24, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the County within 20 days of this

Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

notice. If you decide to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Manager's office at (352) 341-6560, at least two days before the meeting. If you are hearing or speech impaired, use the TTY telephone (352) 341-6580. If you need a Spanish Translator, please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of County's action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Master Service Assessment Ordinance, Chapter 86 of the Citrus County Code of Ordinances, the Initial Assessment Resolution, and the preliminary assessment roll are available for inspection at the Office of the Board of County Commissioners, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

The utility availability services non-ad valorem assessment amount shown on this notice will be collected on the tax bill mailed by the Citrus County Tax Collector in November of 2021. Failure to pay the assessment will cause a tax certificate to be issued against your property which may result in a loss of title.

If you have any questions regarding your utility availability services special assessment, please contact Citrus County Land Section at (352) 527-5458, Monday through Friday between 8:00 a.m. and 4:30 p.m. or go to www.citrusbocc.com for additional information.

*** * * * * THIS IS NOT A BILL * * * * ***

Attachment: 1b Supporting Docs UAA IAR_2021 (13022 : Proposed Utility Availability Assessment Roll for FY 2021-2022)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Preliminary Rate Resolution for Fire Protection Services
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

The Preliminary Rate Resolution for Fire Protection Services for FY 2021-22 has been prepared. The Property Appraiser's Office maintains the list of properties to which the Fire Protection Services assessment is applicable by contract with the Board. The Board is required to annual ratify and confirm that roll. Proposed revenues will provide a balanced budget for the Fire Protection Services fund. **Proposed rate is unchanged from last year.**

BUDGET IMPACT/FUNDING SOURCE:

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

Proposed fees and assessments will provide the revenue sources for the Fire Protection Services fund for FY 2021-22.

RECOMMENDED ACTION:

a. Adopt and authorize the Chairman to execute the Preliminary Rate Resolution for Fire Protection Services for FY 2021-22.

b. Set a public hearing on August 24, 2021 at 2:05 P.M. to consider adopting fees and assessment rates for Fire Protection Services for FY 2021-22 and adopting the Fire Protection Services assessment roll prepared by the Property Appraiser's Office.

CITRUS COUNTY, FLORIDA

PRELIMINARY RATE RESOLUTION
FOR FIRE PROTECTION SERVICES

ADOPTED JULY 13, 2021

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

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Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR FIRE PROTECTION SERVICES; ESTABLISHING THE ESTIMATED RATE FOR FIRE PROTECTION ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR HARDSHIP ASSISTANCE, VACANCY ADJUSTMENTS, AND A VETERANS' EXEMPTION; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of the Master Service Assessment Ordinance, Ordinance No. 2013-03, which is codified in Chapter 86 of the Citrus County Code of Ordinances (the "Ordinance"), the Initial Assessment Resolution (Resolution No. 2013-085), the Final Assessment Resolution (Resolution No. 2013-115), Article VIII, Section 1, Florida Constitution, section 125.01, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance. It initiates the annual process for updating the Assessment Roll and directs the reimposition of Fire Protection Assessments for the Fiscal Year beginning October 1, 2021.

(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance and the Initial Assessment Resolution. Unless the

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

(C) As used in this Preliminary Rate Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Low-Income Persons" shall mean one or more natural persons, the total gross household income of which does not exceed 30% of the median adjusted gross income for households within the metropolitan statistical area covering the County as reported by the U.S. Department of Housing and Urban Development or its governmental successor in function.

"Mobile Home Park Property" means (1) a place set aside and offered by a person, for either direct or indirect remuneration of the owner, lessor, or operator of such place, for the parking, accommodation, or rental of five or more mobile homes; and (2) licensed by the Department of Health of the State of Florida, or its successor in function as a "mobile home park" under Chapter 513, Florida Statutes, as may be amended from time-to-time.

"Pole Barn" means a nonresidential farm building in which 70 percent or more of the perimeter walls are permanently open and allow free ingress and egress as defined in Section 125.01(1)(r), Florida Statutes.

SECTION 3. PROVISION AND FUNDING OF FIRE PROTECTION SERVICES.

(A) Upon the reimposition of a Fire Protection Assessment for fire protection services, facilities, or programs against Assessed Property located within the Citrus County Municipal Service Benefit Unit for Fire Protection Services (the “MSBU”), the County shall provide fire protection services to such Assessed Property. All or a portion of the cost to

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

provide such fire protection services, facilities, or programs shall be funded from proceeds of the Fire Protection Assessments. The remaining cost, if any, required to provide fire protection services, facilities, and programs shall be funded by available County revenues other than Fire Protection Assessment proceeds.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the MSBU will be benefitted by the County's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 4. IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS. Fire Protection Assessments shall be imposed against all Tax Parcels within the Property Use Categories within the MSBU. Fire Protection Assessments shall be computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT.

(A) The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Initial Assessment Resolution and the Final Assessment Resolution are affirmed and incorporated herein by reference.

(B) In accordance with Section 125.01(1)(r), Florida Statutes, the County is required to exempt the following from the Fire Protection Assessment: (i) Agricultural/Vacant Property classified as agricultural land pursuant to Section 193.461, Florida Statutes (ii) Buildings of Non-Residential property with a just value of $10,000 or less that are located on lands classified as agricultural lands pursuant to Section 193.461,

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

Florida Statutes; and (iii) any Pole Barns that are located on lands classified as agricultural lands pursuant to Section 193.461, Florida Statutes. Accordingly, it is fair and reasonable not to impose Fire Protection Assessments upon such lands and Buildings.

SECTION 6. COST APPORTIONMENT METHODOLOGY. The Cost Apportionment embodied in Section 7 the Initial Assessment Resolution is affirmed and incorporated herein by reference.

SECTION 7. PARCEL APPORTIONMENT METHODOLOGY.

(A) The Parcel Apportionment embodied in Section 8 of the Initial Assessment Resolution as amended by the Final Assessment Resolution and the incorporated appendices is affirmed and incorporated herein by reference.

(B) It is hereby acknowledged that the Parcel Apportionment methodology described and determined in the Initial Assessment Resolution, as amended by the Final Assessment Resolution, is to be applied in the calculation of the estimated Fire Protection Assessment rates established in Section 8 of this Preliminary Rate Resolution.

SECTION 8. DETERMINATION OF FIRE PROTECTION ASSESSED COSTS; ESTABLISHMENT OF ANNUAL FIRE PROTECTION ASSESSMENTS.

(A) The Fire Protection Assessed Cost to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year commencing October 1, 2021, is $6,976,634.54.

(B) The estimated Fire Protection Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year commencing

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

October 1, 2021, are hereby established as follows for the purpose of this Preliminary Rate Resolution:

Residential Property Use Categories	Rate Per Dwelling Unit
Residential	$79.00

Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	$0.07
Industrial/Warehouse	$0.02
Institutional	$0.12

Land Property Use Categories	Rate
Agricultural/Vacant	
Land ≤ 160 (per parcel)	$4.07
Land > 160 (per acre)	$0.03

(C) As authorized in the Ordinance, the Maximum Assessment Rates that can, but are not required to, be assessed and apportioned among benefited parcels in future fiscal years without additional notice to Owners of the Tax Parcels as required by the Ordinance are hereby established as follows for the purpose of this Preliminary Rate Resolution:

Residential Property Use Categories	Rate Per Dwelling Unit
Residential	$100.00

Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	$0.09
Industrial/Warehouse	$0.02
Institutional	$0.15

Land Property Use Categories	Rate
Agricultural/Vacant	
Land ≤ 160 (per parcel)	$5.20
Land > 160 (per acre)	$0.04

(D) No Fire Protection Assessment shall be imposed upon a parcel of Government Property or upon Buildings categorized as Institutional Property whose

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

Building use is wholly or partially exempt from ad valorem taxation under Florida law; however, Government Property that is owned by federal mortgage entities, such as the VA and HUD, shall not be exempted from the Fire Protection Assessment. Further, no Fire Protection Assessment shall be imposed against any Agricultural/Vacant Property that is classified as agricultural land pursuant to Section 193.461, Florida Statutes, or Buildings of Non-Residential Property located on a Tax Parcel that is classified as agricultural land pursuant to Section 193.461, Florida Statutes, unless that Building exceeds a just value of $10,000 as determined by the Property Appraiser and is not a Pole Barn.

(E) Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Protection Assessments required by law or authorized by the Board shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the Board is improper or otherwise adversely affects the validity of the Fire Protection Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Protection Assessment upon each affected Tax Parcel in the amount of the Fire Protection Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the Board.

(F) The approval of the estimated Fire Protection Assessment rate schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Protection Assessed Cost. The remainder of such Fiscal Year budget for fire rescue services, facilities, and programs shall be funded from available County revenue other than Fire Protection Assessment proceeds.

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

(G) The estimated Fire Protection Assessments specified in the Fire Protection Assessment rate schedule in subsection (B) above are hereby established to fund the specified Fire Protection Assessed Cost determined to be assessed in the Fiscal Year commencing October 1, 2021. No portion of such Fire Protection Assessed Cost is attributable to impact fee revenue that funds capital improvements necessitated by new growth or development. Further, no portion of such Fire Protection Assessed Cost is attributable to emergency medical services.

(H) The estimated Fire Protection Assessments established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the Assessment Coordinator in the preparation of the updated Assessment Roll for the Fiscal Year commencing October 1, 2021 as provided in Section 9 of this Preliminary Rate Resolution.

SECTION 9. FIRE PROTECTION ASSESSMENT ROLL.

(A) The Assessment Coordinator is hereby directed to prepare, or cause to be prepared, an updated Fire Protection Assessment Roll for the Fiscal Year commencing October 1, 2021, in the manner provided in the Ordinance. The Fire Protection Assessment Roll shall include all Tax Parcels within the Property Use Categories. The Assessment Coordinator shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in this Preliminary Rate Resolution.

(B) A copy of the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, this Preliminary Rate Resolution, documentation related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Assessments, and the preliminary Fire Protection Assessment

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

Roll shall be maintained on file in the office of the County Manager and open to public inspection. The foregoing shall not be construed to require that the preliminary Fire Protection Assessment Roll be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(C) It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments for fire protection services as set forth in this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among parcels of Assessed Property located within the Citrus County Municipal Service Benefit Unit for Fire Protection Services.

SECTION 10. HARDSHIP ASSISTANCE.

(A) It is hereby ascertained, determined, and declared that it is in the best interest of the citizens of the County to assist Low Income Persons who are Owners of homesteaded Residential Property with the financial burden created by the imposition of a Fire Protection Assessment.

(B) There is hereby created an economic hardship program to assist Residential Property owners of homesteaded Residential Property who meet the definition of Low Income Persons as established herein. An owner of homesteaded Residential Property who meets low income level and asset guidelines specified by the County shall be eligible to receive payment of a Fire Protection Assessment by the County. Applicants for this hardship assistance shall provide written documentation satisfactory to the County Manager in order to qualify for such assistance. Any amounts provided for hardship assistance shall be paid by the County from funds other than those generated by the Fire

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

Protection Assessment.

(C) Prior to May 1 of each year, the applicant shall file with the County Manager an application under oath demonstrating entitlement to hardship assistance as provided herein. Such application shall include the following:

(1) The name and address of all Owners of the Residential Property;

(2) The parcel identification number and address for the Residential Property;

(3) Proof of Total Household Income from all sources and other documentation required to demonstrate qualification as a Low Income Person; and

(4) Such other information relating to the application as may be reasonably requested.

(D) The County Manager, with the assistance of other members of the administrative staff of the County, shall, within fifteen (15) days after the filing of such application, review the application and such other supporting data that may be filed therewith and make such further investigation as may be reasonably required in order to determine if the applicant is qualified for hardship assistance pursuant to this Section. If deemed qualified for the hardship assistance as outlined herein, the County shall pay the Fire Protection Assessment on said property.

(E) The County Manager shall furnish his or her written decision to such applicant by United States mail, postage prepaid, addressed to the applicant at the address stated on the application on or before the expiration of twenty (20) days following the filing of the application determining if the applicant is or is not qualified for hardship assistance pursuant to this Section.

(F) Any shortfall in the expected Fire Protection Assessment proceeds due to any

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

hardship assistance provided herein shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments. In the event a court of competent jurisdiction determines any assistance provided by the Board is improper or otherwise adversely affects the validity of the Fire Protection Assessment imposed for any Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Protection Assessment upon each affected Tax Parcel in the amount of the Fire Protection Assessment that would have been otherwise imposed save for such assistance afforded to such Tax Parcel by the Board.

SECTION 11. VACANCY ADJUSTMENT.

(A) As a consequence of the transient use and potential extraordinary vacancies within Mobile Home Park property and Recreational Vehicle Park property and the lack of demand for fire Rescue services for unoccupied spaces, it is fair and reasonable to provide for an extraordinary vacancy adjustment procedure for Mobile Home Park property and Recreational Vehicle Park property.

(B) As a consequence of the transient use and potential for significant numbers of vacancies within Mobile Home Parks and Recreational Vehicle Parks and the potential sustained lack of demand for fire rescue services for spaces not occupied by a recreational vehicle or a mobile home, each Owner of Mobile Home Park and Recreational Vehicle Park property shall be afforded the opportunity to demonstrate, in the manner described below, the vacancy rate in space occupancy within such property and receive a vacancy adjustment to the Fire Protection Assessments imposed upon such property.

(C) Notwithstanding any language to the contrary herein, vacant spaces in Mobile Home Park property shall not be subject to the Fire Protection Assessments.

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

Similarly, vacant spaces within Recreational Vehicle Park property shall not be subject to the Fire Protection Assessments.

(D) Vacant spaces shall be those determined by the County Manager based on evidence of a vacancy rate provided by the Owner on or before May 1 of each year. The vacancy rate shall be defined as the percentage of available spaces within a Mobile Home Park or Recreational Vehicle Park that were vacant between January 1 through and including December 31 of the calendar year preceding the applicable deadline for the Owner's submittal of vacancy rate evidence for each year and shall be calculated as follows:

Exact Number of Permitted Sites within the park (not including overflow areas)	____A
Times (x) Days in Reporting Period	(x 365) B
Total Possible Space Nights A x B = C (Example: 100 sites x 365 days = 36,500)	_____C
Actual Space Nights Sum of Number of Actual Occupied Spaces for Each Day in Calendar Year	_____D
Occupancy Percentage D/C = E (Example: 12,500/36,500 = 34.2%)	_____E
Vacancy Rate Subtract E from 100% (Example: 100% – 34.2% = 65.8%)	_____F

The Owner shall certify by affidavit to the County, on a form provided by the County Manager, the vacancy rate for the respective time period; such certification shall be subject to verification and audit. At a minimum, such affidavit shall conclusively identify and affirm (1) the tax parcel, (2) the number of spaces and type of improvements in the Mobile Home Park or Recreational Vehicle Park, and (3) the vacancy rate.

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

(E) The County Manager is directed and authorized to adjust, or cause to be adjusted, any Fire Protection Assessment imposed for the Fiscal Year beginning October 1, 2021 upon a parcel of Mobile Home Park or Recreational Vehicle Park property whose Owner timely and satisfactorily demonstrates by affidavit that such parcel has experienced vacancies by multiplying the vacancy rate (expressed as a decimal) by the Fire Protection Assessment attributable to the entire parcel of Mobile Home Park or Recreational Vehicle Park property and reducing the assessment by an equivalent amount.

(F) Any shortfall in the expected Fire Protection Assessment proceeds due to any adjustment for vacancy shall be supplemented by any legally available funds and shall not be paid for by proceeds or funds derived from Fire Protection Assessments.

SECTION 12. VETERANS' EXEMPTION.

(A) It is hereby ascertained, determined, and declared that it is in the best interest of the citizens of the County to assist totally and permanently disabled veterans and their surviving spouses who are Owners of homesteaded Residential Property with the financial burden created by the imposition of a Fire Protection Assessment.

(B) Accordingly, all qualified Owners who receive a total property tax exemption for their homesteaded Residential Property pursuant to either Sections 196.081 or 196.091, Florida Statutes, shall have the Fire Protection Assessment levied against said homesteaded Residential Property paid by the County from other legally available funds other than those derived from the Fire Protection Assessment proceeds. The County Manager is directed and authorized to adjust, or cause to be adjusted, any Fire Protection Assessment imposed for the Fiscal Year beginning October 1, 2021 upon the homesteaded Residential Property of such totally and permanently disabled veterans and their surviving

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

spouses.

SECTION 13. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 2:05 p.m. on August 24, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, at which time the Board will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider imposing Fire Protection Assessments for the Fiscal Year commencing October 1, 2021 and collecting such on the same bill as ad valorem taxes.

SECTION 14. NOTICE BY PUBLICATION. The Assessment Coordinator shall publish a notice of the public hearing authorized by Section 13 hereof in the manner and time provided in Section 86-38 of the Ordinance. The notice shall be published no later than August 3, 2021, in substantially the form attached hereto as Appendix A.

SECTION 15. NOTICE BY MAIL. If the circumstances in Section 86-42(f) of the Ordinance so require, the Assessment Coordinator shall also provide notice by first class mail to the Owner of each parcel of Assessed Property, as required by Section 86-39 of the Ordinance. Such notices shall be mailed no later than August 3, 2021, in substantially the form attached hereto as Appendix B. For Tax Parcels with exempt "home addresses" pursuant to Chapter 2019-12, Laws of Florida, which amended Section 119.071(d), Florida Statutes, the Assessment Coordinator shall work with the Property Appraiser and Tax Collector for provision of notice.

SECTION 16. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the County from the Fire Protection Assessments shall be used for the provision of fire protection services, facilities, and programs within the Citrus County Municipal

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

Service Benefit Unit for Fire Protection Services. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities, and programs.

SECTION 17. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

DONE AND ADOPTED in Regular Session this 13th day of July, 2021.

ATTEST:

BOARD OF COUNTY COMMSSIONERS
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: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 3, 2021

NOTICE OF HEARING TO IMPOSE AN PROVIDE FOR COLLECTION OF FIRE PROTECTION SPECIAL ASSESSMENTS

Notice is hereby given that the Board of County Commissioners of Citrus County, Florida will conduct a public hearing to consider the continued imposition of annual fire protection special assessments for the fiscal year beginning October 1, 2021 and future fiscal years to fund the provision of fire protection services within the Citrus County Municipal Service Benefit Unit for Fire Protection Services (the "MSBU"), which includes the unincorporated area of the County.

The hearing will be held at 2:05 p.m. on August 24, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the County within 20 days of this notice. If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service. If you need a Spanish Translator please make arrangements

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

with the County by telephone within two days of the publication notice at 352-527-5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following tables reflects the proposed fire protection assessment schedules.

FIRE PROTECTION ASSESSMENTS
FIRE PROTECTION ASSESSMENTS FOR FY 2021-22

Residential Property Use Categories	Rate Per Dwelling Unit
Residential	$79.00

Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	$0.07
Industrial/Warehouse	$0.02
Institutional	$0.12

Land Property Use Categories	Rate
Agricultural/Vacant	
Land ≤ 160 (per parcel)	$4.07
Land > 160 (per acre)	$0.03

MAXIMUM FIRE PROTECTION ASSESSMENTS

Residential Property Use Categories	Rate Per Dwelling Unit
Residential	$100.00

Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	$0.09
Industrial/Warehouse	$0.02
Institutional	$0.15

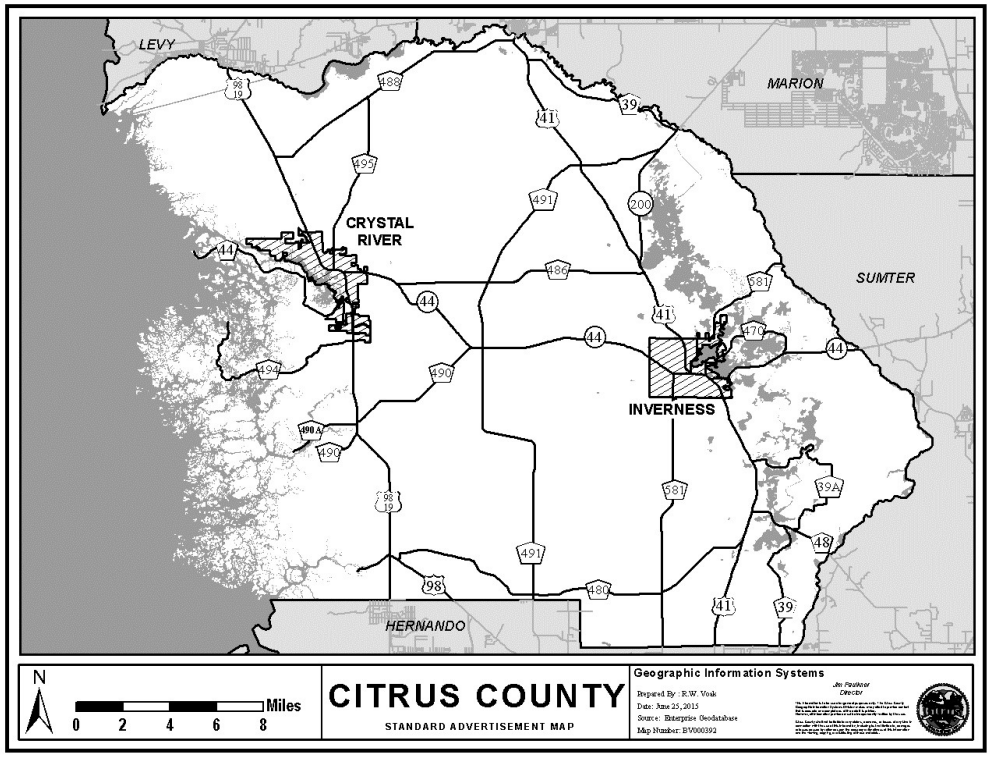
Land Property Use Categories	Rate
Agricultural/Vacant	
Land ≤ 160 (per parcel)	$5.20
Land > 160 (per acre)	$0.04

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

Copies of the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, the Preliminary Rate Resolution, and the updated Assessment Roll for the Fiscal Year commencing October 1, 2021 are available for inspection at the Office of the Board of County Commissioners, located in the Administration Office, Room 232, Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact Citrus County Land Section at (352) 527-5458, Monday through Friday between 8:30 a.m. and 4:30 p.m.



BOARDOF COUNTY COMMISSIONERS
CITRUS COUNTY, FLORIDA

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

APPENDIX B

FORM OF NOTICE TO BE MAILED

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

APPENDIX B

FORM OF NOTICE TO BE MAILED

* * * * * NOTICE TO PROPERTY OWNER * * * * *

Citrus County
[Address]
[City], Florida [zip code]

CITRUS COUNTY, FLORIDA

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF FIRE PROTECTION NON-AD VALOREM ASSESSMENTS

NOTICE DATE: AUGUST 3, 2021

Owner Name
Address
City, State Zip

*Altkey #*_____
Tax Parcel # _____
Legal Description: _____

As required by Section 197.3632, Florida Statutes, and the direction of Citrus County, notice is hereby given that Citrus County will consider the continued imposition of a special assessment for fire protection services using the tax bill collection method which may be levied on your property. The use of the annual special assessment to fund fire protection services benefiting improved property located within the Citrus County Municipal Service Benefit Unit for Fire Protection Services (the "MSBU") is a fair, efficient and effective method of funding these essential public services.

The total annual fire protection assessment revenue to be collected within the County is estimated to be $6,976,634.54 for fiscal year October 1, 2021 – September 30, 2022.

The annual fire protection assessment is based on the classification of each parcel of property and number of billing units contained therein. The above listed parcel has the following units:

Category	Type and Number of Billing Units	Fiscal Year 20-21 Assessment	Maximum Assessment
[Category]	[ParcelUnit][UnitDesc]	[Charge]	[Charge]
[Category]	[ParcelUnit][UnitDesc]	[Charge]	[Charge]
[Category]	[ParcelUnit][UnitDesc]	[Charge]	[Charge]
[Category]	[ParcelUnit][UnitDesc]	[Charge]	[Charge]
[Category]	[ParcelUnit][UnitDesc]	[Charge]	[Charge]
[Category]	[ParcelUnit][UnitDesc]	[Charge]	[Charge]
[Category]	[ParcelUnit][UnitDesc]	[Charge]	[Charge]
	Total Assessment	**$[SumofBld]**	**$[SumofBld]**

The maximum annual Fire Protection Assessment for the above parcel for Fiscal Year 2021-22 is $_____. The maximum annual Fire Protection Assessment that can be imposed without further notice for future fiscal years for the above parcel is $[SumofBldgCharge].

A public hearing will be held at 2:05 p.m. on August 24, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the County within 20 days of this notice. If you decide to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service. If you need a Spanish Translator please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of County's action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Master Service Assessment Ordinance (Ordinance No. 2013-03), the Initial Assessment Resolution (Resolution No. 2013-85), the Final Assessment Resolution (Resolution No. 2013-115), the Preliminary Rate Resolution, and the updated assessment roll for the upcoming fiscal year are available for inspection at the Office of the Board of County Commissioners, located in the Administrative Office, Room 232, Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

The fire protection service non-ad valorem assessment amount shown on this notice will be mailed by the Citrus County Tax Collector in November of 2021. Failure to pay the assessment could cause a tax certificate to be issued against your property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your fire protection special assessment, please contact Citrus County Land Section at (352) 527-5458, Monday through Friday between 8:30 a.m. and 4:30 p.m.

*** * * * * THIS IS NOT A BILL * * * * ***

Attachment: 1c Supporting Documents (13017 : Preliminary Rate Resolution for Fire Protection Services)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Certification of the 2021-22 Non-Ad Valorem Assessment Rolls
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

Florida Statutes Chapter 197.3632 states, "By September 15th of each year, the local governing board or his or her designee shall certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector". Staff has performed the necessary review of the countywide assessment roll, which includes assessments for street lighting, neighborhood beautification, roadway maintenance and improvements, and water and wastewater improvements within the various assessment areas. It is now necessary to set a public hearing for the purpose of hearing public comment on the adoption of a resolution adopting and certifying the countywide non-ad valorem assessment rolls.

BUDGET IMPACT/FUNDING SOURCE:

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

Special Assessments to be levied against benefited properties.

RECOMMENDED ACTION:

a. Adopt and authorize the Chairman to execute a preliminary rate resolution of Citrus County, Florida relating to the Certification of the Fiscal Year 2021-2022 Non-Ad Valorem Assessment Rolls.

b. Set a public hearing on Tuesday, August 24, 2021, at 2:10p.m. for the purpose of hearing public comment on the adoption of a final rate resolution adopting and certifying the countywide non-ad valorem assessment rolls for FY 2021-2022 which includes assessments for street lighting, neighborhood beautification, roadway maintenance and improvements, and water and wastewater assessments within the various assessment areas in compliance with Florida Statutes Chapter 197.3632.

CITRUS COUNTY, FLORIDA

PRELIMINARY RATE RESOLUTION

FOR

STREET LIGHTING, NEIGHBORHOOD BEAUTIFICATION,
ROADWAY MAINTENANCE AND IMPROVEMENTS,
AND WATER AND WASTEWATER ASSESSMENTS

RESOLUTION NO. 2021 - ____

ADOPTED JULY 13, 2021

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

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Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

RESOLUTION NO. 2021 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, RELATING TO THE PROVISION OF STREET LIGHTING, NEIGHBORHOOD BEAUTIFICATION, ROADWAY MAINTENANCE AND IMPROVEMENTS, AND WATER AND WASTEWATER IMPROVEMENTS FOR VARIOUS ASSESSMENT AREAS WITHIN THE COUNTY; ESTABLISHING THE ESTIMATED ASSESSMENT RATES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of Chapters 86 and 90 of the Citrus County Code of Ordinances (the "Ordinance"), Article VIII, section 1, Florida Constitution, sections 125.01 and 125.66, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance. It initiates the annual process for updating the Assessment Rolls and directs the reimposition of assessments for the Fiscal Year beginning October 1, 2021. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance.

(B) Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

"hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 3. GENERAL FINDINGS.

(A) The legislative findings of special benefit and apportionment embodied in the Ordinance and the applicable implementing resolutions for each Assessment Area identified in Section 4 below are affirmed and incorporated herein by reference.

(B) The street lighting services will provide a special benefit to all Tax Parcels located within the Assessment Areas for street lighting services identified in Section 4 below by protecting and enhancing the value, use and enjoyment of such property. The provision of streetlights, and the operation and maintenance of those lights will preserve or enhance the property values, provide better property identification and recognition of property and enhance the aesthetics, safety and access to property.

(C) The installation and maintenance of neighborhood beautification improvements will provide a special benefit to all Tax Parcels located within the Assessment Areas identified in Section 4 below by protecting and enhancing the value, use, and enjoyment of such property. The beautification services and improvements will improve and enhance: (1) the boundaries, character and neighborhood identity of the Assessment Area; and (2) the safety and overall aesthetics of the Assessment Area.

(D) The roadway maintenance and improvements will provide a special benefit to all Tax Parcels located within the Assessment Areas identified in Section 4 below by protecting and enhancing the value, use, and enjoyment of such property. The

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

roadway maintenance and improvements will: (1) increase, establish and preserve adequate ingress and egress to all properties within the proposed Assessment Area; and (2) enhance the use and enjoyment of property located within the Assessment Area; and (3) protect and enhance the value and integrity of all property within the Assessment Area through the provision of the roadway services and improvements.

(E) The construction and installation of water and wastewater utility improvements will provide a special benefit to all Tax Parcels located within the Assessment Areas identified in Section 4 below by protecting and enhancing the value, use, and enjoyment of such property. The water and wastewater utility improvements will protect and enhance the value, use, enjoyment and attractiveness and viability of such property by improving and enhancing utility services, reliability and safety for those properties within the Assessment Area and providing access to central utility facilities and services, which will increase the attractiveness and development potential of all properties therein.

(F) The Assessments to be imposed in accordance with this Preliminary Rate Resolution provide an equitable method of funding the provision of street lighting, neighborhood beautification, roadway maintenance and improvements, and water and wastewater improvements by fairly and reasonably allocating the cost to specially benefitted property, based upon the number of Assessment Units attributable to each parcel of property in the manner previously approved.

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

SECTION 4. ESTIMATED ASSESSED COST.

(A) The total estimated Assessed Cost to be assessed and apportioned among all Assessment Units within each Assessment Area to provide the identified street lighting, neighborhood beautification, roadway maintenance and improvements, and water and wastewater improvements for the Fiscal Year commencing October 1, 2021 is as follows:

DIST#	ASSESSMENT AREA AND PURPOSE	TOTAL ANNUAL ASSESSMENT REVENUE FOR FY 21-22
0002	CRYSTAL GLEN LIGHTING DISTRICT	$7,438.69
0003	RIVERHAVEN VILLAGE LIGHTING DISTRICT	$24,791.90
0004	CRYSTAL PARADISE ESTATES (ALL UNITS) LIGHTING DISTRICT	$11,733.48
0005	FOXWOOD UNITS 1 & 2 LIGHTING DISTRICT	$3,816.75
0006	CINNAMON RIDGE UNITS 1 & 2 LIGHTING DISTRICT	$7,104.78
0007	FLYING DUTCHMAN ESTATES LIGHTING DISTRICT	$4,494.00
0008	WATER OAKS LIGHTING DISTRICT	$3,121.95
0009	OAK FOREST UNITS 1 & 2 UNREC. LIGHTING DISTRICT	$2,464.93
0010	SPRING GARDENS UNITS 1& 2 LIGHTING DISTRICT	$3,427.38
0011	CONNELL HEIGHTS UNIT 8 LIGHTING DISTRICT	$1,407.12
0012	DIXIE SHORES LIGHTING DISTRICT	$2,451.00
0014	CINNNAMON RIDGE UNIT 3 LIGHTING DISTRICT	$2,357.64
0017	CRYSTAL OAKS LIGHTING DISTRICT	$13,083.20
0018	SUGARMILL WOODS CYPRESS VILLAGE LIGHTING DISTRICT	$127,570.02
0019	SUGARMILL WOODS OAK VILLAGE LIGHTING DISTRICT	$82,444.34
0020	EMERALD OAKS LIGHTING DISTRICT	$1,749.12
0022	APACHE SHORES 10 & 11 / LAKE PARK LIGHTING DISTRICT	$3,882.00
0023	HAMPTON HILLS LIGHTING DISTRICT	$7,996.80
0024	CITRUS SPRINGS NEIGHBORHOOD BEAUTIFICATION	$986,841.00
0034	SOUTHERN WOODS PHASE 1 LIGHTING DISTRICT	$4,218.20
0037	CRYSTAL OAKS 7& 8 LIGHTING DISTRICT	$7,424.58
0038	SOUTHERN WOODS 2 & 3 LIGHTING DISTRICT	$6,317.28
0040	CARPENTERS COUNTRY SQUARE UNITS 1& 2 LIGHTING DISTRICT	$2,504.04
0041	CEDAR LAKE ESTATES LIGHTING DISTRICT	$2,232.00
0042	KENSINGTON EST. UNITS 1 & 2 LIGHTING DISTRICT	$2,957.15
0043	LOVELACE LODGES LIGHTING DISTRICT	$4,740.45

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

0045	BEV. HILLS BEAUTIFICATION Assessment Area	$60,170.00
0048	CASTLE LAKE LIGHTING DISTRICT	$5,768.40
0049	RIVER RD. & STOKES FERRY PRIVATE RD PERPETUAL MAINT.	$2,150.82
0050	HIGH RIDGE ESTATES PRIVATE RD PERPETUAL MAINT.	$1,495.00
0051	SUBURBAN ACRES PRIVATE RD PERPETUAL MAINT.	$8,577.60
0057	SOUTH BENNETT POINT PRIVATE RD PERPETUAL MAINT	$611.64
0058	EAST BOW N ARROW LOOP PRIVATE RD PERPETUAL MAINT	$1,343.68
0059	WEST CARAVAN PATH PRIVATE RD PERPETUAL MAINT	$790.40
0061	E HARTLEY CT & N SKEETER TERR PRIVATE RD PERPETUAL MAINT	$1,141.50
0062	SOUTH HULL TERRACE PRIVATE RD PERPETUAL MAINT	$304.72
0063	S KENVERA LOOP ET AL PRIVATE RD PERPETUAL MAINT	$2,770.31
0073	SOUTHERN WOODS PHASE IIB LIGHTING DISTRICT	$3,188.16
0074	SOUTHERN WOODS PHASE IV LIGHTING DISTRICT	$6,406.08
0079	CRYSTAL GLEN PHASE IIA LIGHTING DISTRICT	$1,518.07
0081	CHASSAHOWITZKA WATER PHASE 1	$83,929.58
0082	CHASSAHOWITZKA WASTEWATER	$9,432.64
0084	CITRUS SPGS WATER EXT 2008	$602,691.27
0088	CITRUS SPGS WATER EXT 2009	$68,495.77
0124	CITRUS SPGS WATER EXT 2010	$24,018.66
0127	2011 CITRUS SPRINGS WATER	$2,327.16
0128	NORTH KINGS COVE POINT ROAD IMPR	$8,019.12
0129	INV VILLAGE UNIT 4 DIST B ROAD PAVING	$44,365.53
0130	2010 CR WASTEWTR 112&113	$48,563.98
0132	COUNTRY OAKS ROAD IMPR	$8,015.89
0133	CR WASTEWATER HARBOR ISLE	$3,397.36
0134	CR WASTEWATER AREA 114	$44,911.17
0135	2014 CS WATERLINE EXT	$1,121.34
0136	FLYING DUTCHMAN ROAD IMP	$26,071.74
0137	LAS BRISAS ROAD IMP	$4,424.72
0138	2017 WEST BRITAIN ST WATERLINE EXT	$2,293.97
0139	2017 LIMEROCK ROAD PAVING PROJECT	$899.48
0140	2018 LIMEROCK ROAD PAVING PROJECT	$5,376.82
0141	2018 CITRUS SPRINGS WATER LINE EXT	$7,072.55
0142	SOUTH GARCIA POINT SEWER PROJECT	$48,818.45
0143	2019 CITRUS SPRINGS WATER LINE EXT	$6,002.10
0144	2019 LIMEROCK ROAD PAVING PROJECT	$925.70
0145	WEST RED VALLEY COURT WATERLINE EXT	$3,675.76
0149	2020 CITRUS SPRINGS WATER LINE EXT	$7,839.72
0150	2020 LIMEROCK ROAD PAVING PROJECT	$6,317.72

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

(B) The Assessed Cost of the identified street lighting, neighborhood beautification, roadway maintenance and improvements, and water and wastewater improvements will be funded through the reimposition of Assessments against property located in the Assessment Areas in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. ASSESSMENT ROLL.

(A) The County Manager is hereby directed to prepare the updated Assessment Roll for each Assessment Area identified in Section 4 above for the Fiscal Year commencing October 1, 2021, in the manner provided in the Ordinance. The County Manager shall apportion the Assessed Cost for each Assessment Area among the parcels of real property within each Assessment Area as reflected on the Tax Roll in conformity with this Preliminary Rate Resolution.

(B) Copies of Chapters 86 and 90 of the County Code, the enabling resolutions, documentation related to the estimated Assessed Cost, and the preliminary assessment rolls for the upcoming fiscal year shall be maintained on file in the offices of the County Manager and open to public inspection. The foregoing shall not be construed to require that the Assessment Rolls be in printed form if the amount of the Assessment for each Tax Parcel can be determined by use of a computer terminal available to the public.

SECTION 6. PUBLIC HEARING. There is hereby established a public hearing to be held by the Board at 2:10 p.m. on August 24, 2021, to consider (A) reimposition of

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

the Assessments, and (B) collection of the Assessments pursuant to the Uniform Assessment Collection Act.

SECTION 7. NOTICE BY PUBLICATION. Upon completion of the materials required by Section 5 hereof, the County Manager shall publish a notice of the public hearing authorized by Section 6 hereof in the manner and the time provided in Sections 86-25 and 86-38 of the Ordinance. The notice shall be published no later than August 3, 2021, in substantially the form attached hereto as Appendix A.

SECTION 8. NOTICE BY MAIL. In the event the circumstances described in Sections 86-28 or 86-42 of the Ordinance so require, the County Manager shall, at the time and in the manner specified in Sections 86-26 and 86-39 of the Ordinance, provide first class mailed notice of the public hearing authorized by Section 6 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll. The notice shall be mailed no later than August 3, 2021, in substantially the form attached hereto as Appendix B.

SECTION 9. IMPOSITION OF ASSESSMENTS.

(A) The Assessments shall be reimposed against all Tax Parcels within the Assessment Areas for the provision of the identified street lighting, neighborhood beautification, roadway maintenance and improvements, and water and wastewater improvements for the Fiscal Year commencing on October 1, 2021. The annual Assessments will be included on the ad valorem tax bill to be mailed in November 2021. The Assessments for the Fiscal Year commencing on October 1, 2021 shall constitute a lien upon the Tax Parcels located in the Assessment Areas, pursuant to the Ordinance.

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

(B) The Assessment amount for the Fiscal Year commencing on October 1, 2021, shall be calculated and apportioned in accordance with the apportionment method previously adopted by the Board for each Assessment Area in order to generate the estimated Assessed Cost established for each Assessment Area in Section 4 hereof.

(C) Based upon the Assessed Costs for each Assessment Area, as provided in Section 4 of this Preliminary Rate Resolution, and the apportionment methodologies previously adopted by the Board, the estimated Assessments provided below are hereby established to fund the specified Assessed Costs for each Assessment Area determined to be assessed in the Fiscal Year commencing October 1, 2021.

DIST#	ASSESSMENT AREA AND PURPOSE	TOTAL ANNUAL ASSESSMENT REVENUE FOR FY21-22	ASSESSMENT UNITS	MAXIMUM ANNUAL ASSESSMENT RATE PER UNIT
0002	CRYSTAL GLEN LIGHTING DISTRICT	$7,438.69	Lot	$55.93
0003	RIVERHAVEN VILLAGE LIGHTING DISTRICT	$24,791.90	Lot	$33.10
0004	CRYSTAL PARADISE ESTATES (ALL UNITS) LIGHTING DISTRICT	$11,733.48	Lot	$29.63
0005	FOXWOOD UNITS 1 & 2 LIGHTING DISTRICT	$3,816.75	Lot	$50.89
0006	CINNAMON RIDGE UNITS 1 & 2 LIGHTING DISTRICT	$7,104.78	Lot	$31.86
0007	FLYING DUTCHMAN ESTATES LIGHTING DISTRICT	$4,494.00	Lot	$53.50
0008	WATER OAKS LIGHTING DISTRICT	$3,121.95	Lot	$48.03
0009	OAK FOREST UNITS 1 & 2 UNREC. LIGHTING DISTRICT	$2,464.93	Lot	$8.71
0010	SPRING GARDENS UNITS 1& 2 LIGHTING DISTRICT	$3,427.38	Lot	$34.62
0011	CONNELL HEIGHTS UNIT 8 LIGHTING DISTRICT	$1,407.12	Lot	$27.06
0012	DIXIE SHORES LIGHTING DISTRICT	$2,451.00	Lot	$19.00
0014	CINNNAMON RIDGE UNIT 3 LIGHTING DISTRICT	$2,357.64	Lot	$31.86
0017	CRYSTAL OAKS LIGHTING DISTRICT	$13,083.20	Lot	$48.10
0018	SUGARMILL WOODS CYPRESS VILLAGE LIGHTING DISTRICT	$127,570.02	Lot	$25.58
0019	SUGARMILL WOODS OAK VILLAGE LIGHTING DISTRICT	$82,444.34	Lot	$25.58
0020	EMERALD OAKS LIGHTING DISTRICT	$1,749.12	Lot	$72.88
0022	APACHE SHORES 10 & 11 / LAKE PARK LIGHTING DISTRICT	$3,882.00	Lot	$12.90
0023	HAMPTON HILLS LIGHTING DISTRICT	$7,996.80	Lot	$58.80
0024	CITRUS SPRINGS NEIGHBORHOOD BEAUTIFICATION	$986,841.00	Lot/Tract	$250.00
0034	SOUTHERN WOODS PHASE 1 LIGHTING DISTRICT	$4,218.20	Lot	$45.85
0037	CRYSTAL OAKS 7& 8 LIGHTING DISTRICT	$7,424.58	Lot	$72.79

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

0038	SOUTHERN WOODS 2 & 3 LIGHTING DISTRICT	$6,317.28	Lot	$87.74
0040	CARPENTERS COUNTRY SQUARE UNITS 1& 2 LIGHTING DISTRICT	$2,504.04	Lot	$89.43
0041	CEDAR LAKE ESTATES LIGHTING DISTRICT	$2,232.00	Lot	$22.32
0042	KENSINGTON EST. UNITS 1 & 2 LIGHTING DISTRICT	$2,957.15	Lot	$5.95
0043	LOVELACE LODGES LIGHTING DISTRICT	$4,740.45	Lot	$21.45
0045	BEV. HILLS BEAUTIFICATION Assessment Area	$60, 170.00	Lot/Tract	$250.00
0048	CASTLE LAKE LIGHTING DISTRICT	$5,768.40	Lot	$50.16
0049	RIVER RD. & STOKES FERRY PRIVATE RD PERPETUAL MAINT.	$2,150.82	Lot	$34.14
0050	HIGH RIDGE ESTATES PRIVATE RD PERPETUAL MAINT.	$1,495.00	Lot	$32.50
0051	SUBURBAN ACRES PRIVATE RD PERPETUAL MAINT.	$8,577.60	Lot	$89.35
0057	SOUTH BENNETT POINT PRIVATE RD PERPETUAL MAINT	$611.64	Lot	$33.98
0058	EAST BOW N ARROW LOOP PRIVATE RD PERPETUAL MAINT	$1,343.68	Lot	$17.68
0059	WEST CARAVAN PATH PRIVATE RD PERPETUAL MAINT	$790.40	Lot	$60.80
0061	E HARTLEY CT & N SKEETER TERR PRIVATE RD PERPETUAL MAINT	$1,141.50	Lot	$76.10
0062	SOUTH HULL TERRACE PRIVATE RD PERPETUAL MAINT	$304.72	Lot	$23.44
0063	S KENVERA LOOP ET AL PRIVATE RD PERPETUAL MAINT	$2,770.31	Lot	$52.27
0073	SOUTHERN WOODS PHASE IIB LIGHTING DISTRICT	$3,188.16	Lot	$88.56
0074	SOUTHERN WOODS PHASE IV LIGHTING DISTRICT	$6406.08	Lot	$66.73
0079	CRYSTAL GLEN PHASE IIA LIGHTING DISTRICT	$1,518.07	Lot	$48.97
0081	CHASSAHOWITZKA WATER PHASE 1	$83929.58	ERU	$207.86
0082	CHASSAHOWITZKA WASTEWATER	$9,432.64	ERU	$25.57
0084	CITRUS SPGS WATER EXT 2008	$602,691.27	Lot	$161.35
0088	CITRUS SPGS WATER EXT 2009	$68,495.77	Lot	$285.64
0124	CITRUS SPGS WATER EXT 2010	$24,018.66	Lot	$348.20
0127	2011 CITRUS SPRINGS WATER	$2,327.16	Lot	$211.55
0128	NORTH KINGS COVE POINT ROAD IMPR	$8,019.12	Lot	$2,004.77
0129	INV VILLAGE UNIT 4 DIST B ROAD PAVING	$44,365.53	Lot	$846.96
0130	2010 CR WASTEWTR 112&113	$48,563.98	Lot	$277.42
0132	COUNTRY OAKS ROAD IMPR	$8,015.89	Lot	$575.61
0133	CR WASTEWATER HARBOR ISLE	$3,397.36	Lot	$424.67
0134	CR WASTEWATER AREA 114	$44,911.17	Lot	$352.64
0135	2014 CS WATERLINE EXT	$1,121.34	Lot	$186.89
0136	FLYING DUTCHMAN ROAD IMP	$26,071.74	Lot	$582.93
0137	LAS BRISAS ROAD IMP	$4,424.72	Lot	$309.99
0138	2017 WEST BRITAIN ST WATERLINE EXT	$2,293.97	Lot	$327.70
0139	2017 LIMEROCK ROAD PAVING PROJECT	$899.48	Front Foot	$1,634.21
0140	2018 LIMEROCK ROAD PAVING PROJECT	$5,376.82	Front Foot	$1,558.85
0141	2018 CITRUS SPRINGS WATER LINE EXT	$7,072.55	Lot	$150.48
0142	SOUTH GARCIA POINT SEWER PROJECT	$48,818.45	Lot	$827.44

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

0143	2019 CITRUS SPRINGS WATER LINE EXT	$6,002.10	Lot	$133.38
0144	2019 LIMEROCK ROAD PAVING PROJECT	$925.70	Front Foot	$2,335.00
0145	WEST RED VALLEY COURT WATERLINE EXT	$3,675.76	Lot	$777.27
0149	2020 CITRUS SPRINGS WATER LINE EXT	$7,839.72	Lot	$145.18
0150	2020 LIMEROCK ROAD PAVING PROJECT	$6,317.72	Front Foot	$3,055.61

SECTION 10. METHOD OF COLLECTION. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

SECTION 11. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the County from the Assessments will be utilized for the provision of the identified street lighting, neighborhood beautification, roadway maintenance and improvements, and water and wastewater improvements within the Assessment Area from which the Assessments were collected. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund the identified street lighting, neighborhood beautification, roadway maintenance and improvements, and water and wastewater improvements within the Assessment Area from which the fund balance was collected.

SECTION 12. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 13. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 13th day of July, 2021.

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

By:_____
Scott Carnahan, Chairman

ATTEST:

By:_____
Angela Vick, County Clerk

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY

By:_____
Denise A. Dymond Lyn, County Attorney

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS IN CITRUS COUNTY TO PROVIDE FOR SERVICES, FACILITIES, AND PROGRAMS RELATED TO STREET LIGHTING, NEIGHBORHOOD BEAUTIFICATION, ROADWAY MAINTENANCE AND IMPROVEMENTS, AND WATER AND WASTEWATER

Notice is hereby given that the Board of County Commissioners of Citrus County will conduct a public hearing to consider the continued imposition of annual, non-ad valorem special assessments to fund street lighting, neighborhood beautification, roadway maintenance and improvements, and water and wastewater improvements within the various assessment areas identified below for the fiscal year beginning on October 1, 2021 and future fiscal years. The following table reflects the previously approved assessment areas, the total estimated revenue, the assessment units used for apportionment, and the proposed assessment rate schedules:

DIST#	ASSESSMENT AREA AND PURPOSE	TOTAL ANNUAL ASSESSMENT REVENUE FOR FY21-22	ASSESSMENT UNITS	MAXIMUM ANNUAL ASSESSMENT RATE PER UNIT
0002	CRYSTAL GLEN LIGHTING DISTRICT	$7,438.69	Lot	$55.93
0003	RIVERHAVEN VILLAGE LIGHTING DISTRICT	$24,791.90	Lot	$33.10
0004	CRYSTAL PARADISE ESTATES (ALL UNITS) LIGHTING DISTRICT	$11,733.48	Lot	$29.63
0005	FOXWOOD UNITS 1 & 2 LIGHTING DISTRICT	$3,816.75	Lot	$50.89
0006	CINNAMON RIDGE UNITS 1 & 2 LIGHTING DISTRICT	$7,104.78	Lot	$31.86
0007	FLYING DUTCHMAN ESTATES LIGHTING DISTRICT	$4,494.00	Lot	$53.50
0008	WATER OAKS LIGHTING DISTRICT	$3,121.95	Lot	$48.03
0009	OAK FOREST UNITS 1 & 2 UNREC. LIGHTING DISTRICT	$2,464.93	Lot	$8.71
0010	SPRING GARDENS UNITS 1& 2 LIGHTING DISTRICT	$3,427.38	Lot	$34.62
0011	CONNELL HEIGHTS UNIT 8 LIGHTING DISTRICT	$1,407.12	Lot	$27.06
0012	DIXIE SHORES LIGHTING DISTRICT	$2,451.00	Lot	$19.00
0014	CINNNAMON RIDGE UNIT 3 LIGHTING DISTRICT	$2,357.64	Lot	$31.86
0017	CRYSTAL OAKS LIGHTING DISTRICT	$13,083.20	Lot	$48.10
0018	SUGARMILL WOODS CYPRESS VILLAGE LIGHTING DISTRICT	$127,570.02	Lot	$25.58

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

0019	SUGARMILL WOODS OAK VILLAGE LIGHTING DISTRICT	$82,444.34	Lot	$25.58
0020	EMERALD OAKS LIGHTING DISTRICT	$1,749.12	Lot	$72.88
0022	APACHE SHORES 10 & 11 / LAKE PARK LIGHTING DISTRICT	$3,882.00	Lot	$12.90
0023	HAMPTON HILLS LIGHTING DISTRICT	$7,996.80	Lot	$58.80
0024	CITRUS SPRINGS NEIGHBORHOOD BEAUTIFICATION	$986,841.00	Lot/Tract	$250.00
0034	SOUTHERN WOODS PHASE 1 LIGHTING DISTRICT	$4,218.20	Lot	$45.85
0037	CRYSTAL OAKS 7& 8 LIGHTING DISTRICT	$7,424.58	Lot	$72.79
0038	SOUTHERN WOODS 2 & 3 LIGHTING DISTRICT	$6,317.28	Lot	$87.74
0040	CARPENTERS COUNTRY SQUARE UNITS 1& 2 LIGHTING DISTRICT	$2,504.04	Lot	$89.43
0041	CEDAR LAKE ESTATES LIGHTING DISTRICT	$2,232.00	Lot	$22.32
0042	KENSINGTON EST. UNITS 1 & 2 LIGHTING DISTRICT	$2,957.15	Lot	$5.95
0043	LOVELACE LODGES LIGHTING DISTRICT	$4,740.45	Lot	$21.45
0045	BEV. HILLS BEAUTIFICATION Assessment Area	$60, 170.00	Lot/Tract	$250.00
0048	CASTLE LAKE LIGHTING DISTRICT	$5,768.40	Lot	$50.16
0049	RIVER RD. & STOKES FERRY PRIVATE RD PERPETUAL MAINT.	$2,150.82	Lot	$34.14
0050	HIGH RIDGE ESTATES PRIVATE RD PERPETUAL MAINT.	$1,495.00	Lot	$32.50
0051	SUBURBAN ACRES PRIVATE RD PERPETUAL MAINT.	$8,577.60	Lot	$89.35
0057	SOUTH BENNETT POINT PRIVATE RD PERPETUAL MAINT	$611.64	Lot	$33.98
0058	EAST BOW N ARROW LOOP PRIVATE RD PERPETUAL MAINT	$1,343.68	Lot	$17.68
0059	WEST CARAVAN PATH PRIVATE RD PERPETUAL MAINT	$790.40	Lot	$60.80
0061	E HARTLEY CT & N SKEETER TERR PRIVATE RD PERPETUAL MAINT	$1,141.50	Lot	$76.10
0062	SOUTH HULL TERRACE PRIVATE RD PERPETUAL MAINT	$304.72	Lot	$23.44
0063	S KENVERA LOOP ET AL PRIVATE RD PERPETUAL MAINT	$2,770.31	Lot	$52.27
0073	SOUTHERN WOODS PHASE IIB LIGHTING DISTRICT	$3,188.16	Lot	$88.56
0074	SOUTHERN WOODS PHASE IV LIGHTING DISTRICT	$6406.08	Lot	$66.73
0079	CRYSTAL GLEN PHASE IIA LIGHTING DISTRICT	$1,518.07	Lot	$48.97
0081	CHASSAHOWITZKA WATER PHASE 1	$83929.58	ERU	$207.86
0082	CHASSAHOWITZKA WASTEWATER	$9,432.64	ERU	$25.57
0084	CITRUS SPGS WATER EXT 2008	$602,691.27	Lot	$161.35
0088	CITRUS SPGS WATER EXT 2009	$68,495.77	Lot	$285.64
0124	CITRUS SPGS WATER EXT 2010	$24,018.66	Lot	$348.20
0127	2011 CITRUS SPRINGS WATER	$2,327.16	Lot	$211.55
0128	NORTH KINGS COVE POINT ROAD IMPR	$8,019.12	Lot	$2,004.77
0129	INV VILLAGE UNIT 4 DIST B ROAD PAVING	$44,365.53	Lot	$846.96
0130	2010 CR WASTEWTR 112&113	$48,563.98	Lot	$277.42
0132	COUNTRY OAKS ROAD IMPR	$8,015.89	Lot	$575.61
0133	CR WASTEWATER HARBOR ISLE	$3,397.36	Lot	$424.67
0134	CR WASTEWATER AREA 114	$44,911.17	Lot	$352.64
0135	2014 CS WATERLINE EXT	$1,121.34	Lot	$186.89
0136	FLYING DUTCHMAN ROAD IMP	$26,071.74	Lot	$582.93
0137	LAS BRISAS ROAD IMP	$4,424.72	Lot	$309.99
0138	2017 WEST BRITAIN ST WATERLINE EXT	$2,293.97	Lot	$327.70
0139	2017 LIMEROCK ROAD PAVING PROJECT	$899.48	Front Foot	$1,634.21

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

0140	2018 LIMEROCK ROAD PAVING PROJECT	$5,376.82	Front Foot	$1,558.85
0141	2018 CITRUS SPRINGS WATER LINE EXT	$7,072.55	Lot	$150.48
0142	SOUTH GARCIA POINT SEWER PROJECT	$48,818.45	Lot	$827.44
0143	2019 CITRUS SPRINGS WATER LINE EXT	$6,002.10	Lot	$133.38
0144	2019 LIMEROCK ROAD PAVING PROJECT	$925.70	Front Foot	$2,335.00
0145	WEST RED VALLEY COURT WATERLINE EXT	$3,675.76	Lot	$777.27
0149	2020 CITRUS SPRINGS WATER LINE EXT	$7,839.72	Lot	$145.18
0150	2020 LIMEROCK ROAD PAVING PROJECT	$6,317.72	Front Foot	$3,055.61

The assessment for each parcel of property will be based on the number of assessment units attributed to each tax parcel. The annual assessment will also include each tax parcel's share of administration and collection costs. A more specific description of the services, facilities, or programs and the method of computing the assessment for each parcel of property can be found in the enabling documents for the specific assessment area. Copies of Chapters 86 and 90 of the County Code, the enabling resolutions, and the preliminary assessment rolls for the upcoming fiscal year are available for inspection at the office of the Office of the Board of County Commissioners' Administrative Office, Room 232, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, and the Land Section Office, located at 3600 W. Sovereign Path, Suite 205, Lecanto, Florida, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

The hearing will be held at 2:10 p.m. on August 24, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the proposed special assessments and their collection on the ad valorem tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice.

Pursuant to section 286.0105, Florida Statutes, if you decide to appeal any decision made by the Board with respect to any matter considered at the hearing or at any subsequent meeting to which the Board has continued its deliberations, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, use the TTY telephone

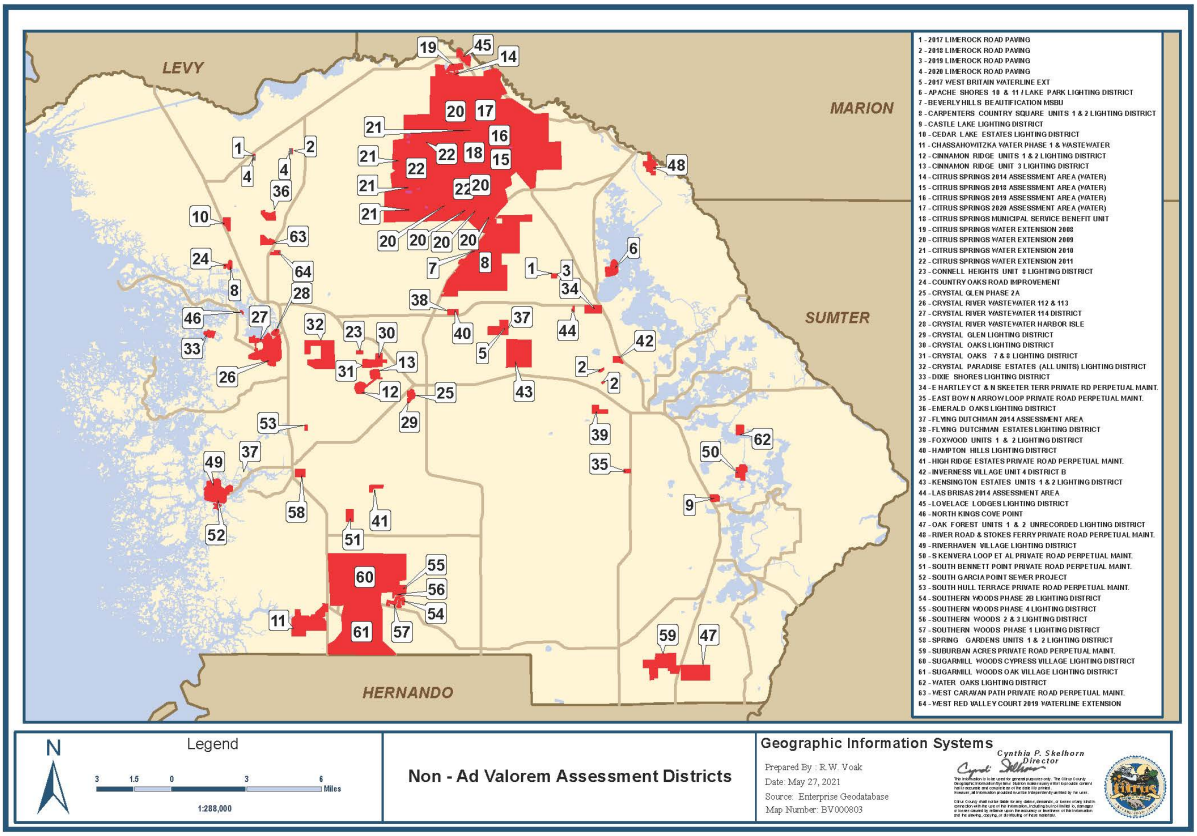
Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

(352) 341-6580. If you need a Spanish Translator please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the Land Section Office at (352) 527-5458, Monday through Friday between 8:30 a.m. and 4:30 p.m.

MAP OF ASSESSMENT AREAS



CITRUS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

APPENDIX B

FORM OF NOTICE TO BE MAILED

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

APPENDIX B

FORM OF NOTICE TO BE MAILED

Citrus County Land Section
3600 W. Sovereign Path, Suite 205
Lecanto, FL 34461

CITRUS COUNTY, FLORIDA
NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF ROAD GRADING AND MAINTENANCE NON-AD VALOREM ASSESSMENTS
NOTICE DATE: AUGUST 3, 2021

Owner Name
Address
City, State Zip

AK #: «ALTKEY»
Parcel Tax ID: «PARCELID»
Legal: «LEGAL_128»

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* * * * * NOTICE TO PROPERTY OWNER * * * * *

In «ORIGINATION_YR», the Board of County Commissioners of Citrus County created the «MSBU_NAME» Municipal Service Benefit Unit (the "MSBU") for the provision and funding of «DIST_TYPE» services. The provision of these services is funded by an annual «DIST_TYPE» assessment imposed against all benefited property within the MSBU. Accordingly, pursuant to section 197.3632, Florida Statutes, notice is hereby given that the Board of County Commissioners of Citrus County, which may be sitting as the governing body of the MSBU, will consider the continued imposition of an annual «DIST_TYPE» assessment for «DIST_TYPE» services using the tax bill collection method which may be levied on your property for the fiscal year beginning October 1, 2021 and future fiscal years. The use of the annual «DIST_TYPE» assessment to fund «DIST_TYPE» services benefiting property located within the MSBU is a fair, efficient and effective method of funding these essential public services.

The annual «DIST_TYPE» assessment is based on the number of «assmnt_unit_type»s attributed to each tax parcel of property. The annual «DIST_TYPE» assessment will include each tax parcel's share of the annual «DIST_TYPE» costs, administrative costs, and collection costs. The maximum annual «DIST_TYPE» assessment is estimated to be «BASE_ASMNT» per «ASSMNT_UNIT_TYPE». The total annual assessment revenue to be collected within the MSBU for the Fiscal Year beginning October 1, 2021, is estimated to be «TOTAL_COLLECTED». Information regarding the assessment for the tax parcel identified above is provided below:

The total number of «ASSMNT_UNIT_TYPE»s on the above tax parcel is «SPUNITNBR».

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

The maximum annual «DIST_TYPE» assessment for the above tax parcel for the fiscal year commencing on October 1, 2021 and future fiscal years is «SPDISTAMT».

A more specific description of the «DIST_TYPE» services and the method of computing the assessment for each parcel of property are set forth in Chapter 86 and Chapter 90 of the Citrus County Code of Ordinances and the County's existing rate resolution for the MSBU. Copies of these documents and the preliminary Annual «Dist_Type» Assessment Roll for the upcoming fiscal year are available for inspection at the Office of the Board of County Commissioner's Administrative Office, Room 232, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, and the Land Section Office, located at 3600 W. Sovereign Path, Suite 205, Lecanto, Florida, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

A public hearing will be held at 2:10 p.m., or as soon thereafter as the matter can be heard, on August 24, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the proposed annual «DIST_TYPE» assessments and their collection on the ad valorem tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice. All comments should be addressed to the Clerk of the Board of County Commissioners, 110 North Apopka Avenue, Inverness, Florida 34450.

The County intends to include annual assessments on your ad valorem tax bill. Failure to pay your assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you decide to appeal any decision made by the Board with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, use the TTY telephone (352) 341-6580. If you need a Spanish Translator please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370.

If you have any questions, please contact the Land Section Office at (352) 527-5458, Monday through Friday between 8:30 a.m. and 4:30 p.m.

* * * * * THIS IS NOT A BILL * * * * *

Attachment: 1c Supporting Documents (13006 : Certification of the 2021-22 Non-Ad Valorem Assessment Rolls)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Proposed 2021 Property Abatement Assessments
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

Proposed 2021 Property Abatement Assessments

BUDGET IMPACT/FUNDING SOURCE:

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

Special Assessments to be levied against benefited properties.

RECOMMENDED ACTION:

a. Adopt and authorize the Chairman to execute a Resolution for the 2021 Property Abatement Assessments relating to the provision of property abatement services; describing the method of assessing property abatement service costs against assessed property located within Citrus County, Florida; determining the property abatement service costs and the initial property abatement special assessments; directing the preparation of an assessment roll, authorizing a public hearing and directing the provision of notice thereof and providing for an effective date.

b. Set a public hearing on August 24, 2021, at 2:15 P.M. regarding the 2021 Property Abatement Assessments.

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CITRUS COUNTY, FLORIDA

INITIAL ASSESSMENT RESOLUTION FOR PROPERTY ABATEMENT ASSESSMENTS (2021 PROGRAM)

ADOPTED JULY 13, 2021

Attachment: Supporting Docs (13005 : Proposed 2021 Property Abatement Assessments)

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Attachment: Supporting Docs (13005 : Proposed 2021 Property Abatement Assessments)

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, RELATING TO THE PROVISION OF PROPERTY ABATEMENT SERVICES; DESCRIBING THE METHOD OF ASSESSING PROPERTY ABATEMENT SERVICE COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN CITRUS COUNTY, FLORIDA; DETERMINING THE PROPERTY ABATEMENT SERVICE COSTS AND THE INITIAL PROPERTY ABATEMENT SPECIAL ASSESSMENTS; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of Chapter 86 of the Citrus County Code of Ordinances (hereinafter referred to as the "Assessment Ordinance"), Chapters 19 and 20 of the Citrus County Code of Ordinances (hereinafter referred to as the "Property Abatement Ordinance"), Article VIII, Section 1, Florida Constitution, section 125.01, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This resolution constitutes the Initial Assessment Resolution for Property Abatement Assessments as defined in the Assessment Ordinance.

(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in Section 86-1 of the Assessment Ordinance. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

Attachment: Supporting Docs (13005 : Proposed 2021 Property Abatement Assessments)

(C) As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Property Abatement Assessment" means a Service Assessment, as defined in the Assessment Ordinance, lawfully imposed by the Board against Assessed Property to fund all or any portion of the cost of the provision of property abatement services providing a special benefit to property that were provided in accordance with the Property Abatement Ordinance and necessary to abate a violation of the Citrus County Code of Ordinances that was present on the affected Tax Parcel.

"Property Abatement Service Cost" means the Service Cost, as defined in the Assessment Ordinance, that is properly attributable to the provision of the property abatement services under generally accepted accounting principles, including, without limiting the generality of the foregoing: (A) the costs incurred by the County, including all actual, administrative, and collection costs, in performing any work authorized in accordance with the Property Abatement Ordinance and necessary to abate or correct a violation of the Citrus County Code of Ordinances, which condition was located on a Tax Parcel and was found to present a serious threat to the public health, safety, or welfare in accordance with the Property Abatement Ordinance; and (B) interest and reimbursement to the County or any other Person for any moneys advanced for any costs incurred by the County or such Person in connection with any of the foregoing components of Property Abatement Service Cost.

"Property Abatement Assessment Roll" means the Assessment Roll as defined in the Assessment Ordinance relating to the Property Abatement Assessments.

Attachment: Supporting Docs (13005 : Proposed 2021 Property Abatement Assessments)

"Service Assessment Collection Cost" means the estimated cost to be incurred by the County during any Fiscal Year in connection with the collection of Property Abatement Assessments.

"Service Assessment Collection Cost Component" means the amount computed for each Tax Parcel pursuant to Section 5(B) hereof.

"Service Assessment Statutory Discount Amount" means the amount computed for each Tax Parcel pursuant to Section 5(C) hereof.

"Service Component" means the amount computed for each Tax Parcel pursuant to Section 5(A) hereof.

"Tax Parcel" means a parcel of property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

SECTION 3. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. It is hereby ascertained, determined, and declared that the Property Abatement Service Costs provide a special benefit to each Tax Parcel of Assessed Property based upon the following legislative determinations:

(A) Pursuant to Article VIII, Section 1 of the Florida Constitution, and sections 125.01 and 125.66, Florida Statutes, and other applicable provisions of law, the Board has all powers of local self-government to perform county functions and to render county services except when prohibited by law and such power may be exercised by the enactment of legislation in the form of County ordinances.

(B) The Board has enacted the Assessment Ordinance and the Property Abatement Ordinance to authorize the imposition of Property Abatement Assessments to fund the Property Abatement Service Cost for affected properties.

(C) The Property Abatement Assessments imposed pursuant to the procedures

Attachment: Supporting Docs (13005 : Proposed 2021 Property Abatement Assessments)

provided in the Assessment Ordinance and this Initial Assessment Resolution will be imposed by the Board. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

(D) Upon the adoption of this Initial Assessment Resolution determining the Property Abatement Service Costs and identifying the Tax Parcels of Assessed Property to be included in the Property Abatement Assessment Roll, the legislative determinations ascertained and declared in Section 86-3 of the Assessment Ordinance are hereby ratified and confirmed.

(E) The provision of property abatement services has enhanced the utilization and enjoyment of the property by one more of the following: (1) protecting or enhancing the value and use of the property through the elimination of an existing code violation that presents a serious threat to the public health, safety, and welfare; (2) providing increased safety and better access to the property; (3) improving the property's appearance; (4) rendering the property more adaptable to a current or reasonably foreseeable new and higher use; (5) fostering the enhancement of environmentally responsible use and enjoyment of the property; and (6) eliminating the accrual of daily fines imposed on the property due to the original code violation.

(F) The Property Abatement Service Costs consists of costs incurred by the County, including all actual, administrative, and collection costs, in performing any work necessary to bring each affected Tax Parcel into compliance. The Board hereby determines that it is fair and equitable to allocate the Property Abatement Service Cost to property owners based upon the actual, administrative and collection costs incurred by the County in bringing the Tax Parcel into compliance.

Attachment: Supporting Docs (13005 : Proposed 2021 Property Abatement Assessments)

(G) Pursuant to Section 86-39 of the Assessment Ordinance, notice of the Property Abatement Assessment will be provided to each property owner proposed to be assessed.

SECTION 4. DETERMINATION OF PROPERTY ABATEMENT SERVICE COST; ESTABLISHMENT OF INITIAL PROPERTY ABATEMENT ASSESSMENTS.

(A) The estimated total Property Abatement Service Cost for the Fiscal Year commencing October 1, 2021, is hereby established as follows for the purpose of this Initial Assessment Resolution:

AltKey#	PARCEL ID	PROPERTY OWNER	TOTAL
1593875	19E18S14001A 00010 0090	Joseph D. Ambrose Saunders	**$ 12,615.58**
1577845	19E17S35 2B0A0 0170	Janet Mae Becker Estate	**$ 7,450.40**
1007321	16E19S100020 000A0 0130	James Junior Burke	**$ 4,419.81**
1597901	19E18S140060 00200 0240	Ernest H. Carr	**$ 6,353.36**
1596084	19E18S140030 00170 0080	David J. Evans	**$ 4,455.69**
1175119	17E19S360280 0240	Steve & Miranda Gibson	**$ 4,514.43**
1102031	17E18S34 1A000 0220	Nickole Hite	**$ 2,990.01**
2328738	18E19S28004A 01190 0030	Troy Leslie Oliver & Jason Ingram	**$ 5,591.35**
1163749	17E19S360210 0310	OSC Holdings LLC	**$ 2,909.83**
2257164	18E16S330010 00040 0030	Travis Savage	**$ 6,360.75**
			$ 57,661.21

(B) The Property Abatement Service Cost will be funded through the imposition of Property Abatement Assessments against the identified Tax Parcels in the manner set forth in Section 5 hereof.

SECTION 5. IMPOSITION AND COMPUTATION OF PROPERTY ABATEMENT ASSESSMENTS. Property Abatement Assessments shall be imposed against those Tax Parcels identified in Section 4(A) above and shall be computed as follows:

Attachment: Supporting Docs (13005 : Proposed 2021 Property Abatement Assessments)

(A) SERVICE COMPONENT. The "Service Component" shall be calculated based upon the actual costs incurred by the County in performing any work necessary to abate or correct a violation of the Citrus County Code of Ordinances for each specific Tax Parcel identified in Section 4(A) above.

(B) SERVICE ASSESSMENT COLLECTION COST COMPONENT. The "Service Assessment Collection Cost Component" shall be computed by (1) dividing (a) the Service Component for each Tax Parcel by (b) the Property Abatement Service Cost, and (2) multiplying the result by the Service Assessment Collection Cost.

(C) SERVICE ASSESSMENT STATUTORY DISCOUNT AMOUNT. The "Service Assessment Statutory Discount Amount" shall be computed for each Tax Parcel as the amount the County is allowed by law to budget receipts, which shall also include the maximum discount for early payment of ad valorem taxes and non-ad valorem assessment, such amount to be calculated by deducting (1) the sum of (a) the Service Component and (b) the Service Assessment Collection Cost Component, from (2) the amount computed by dividing (a) the sum of (i) the Service Component and (ii) the Service Assessment Collection Cost Component, by (b) the factor of 0.95.

(D) PROPERTY ABATEMENT ASSESSMENT. The Property Abatement Assessment for each Tax Parcel shall be computed as the sum of (1) the Service Component, (2) the Service Assessment Collection Cost Component, and (3) the Service Assessment Statutory Discount Amount.

(E) The estimated Property Abatement Assessments established in this Initial Assessment Resolution shall be the estimated assessment rates applied by

Attachment: Supporting Docs (13005 : Proposed 2021 Property Abatement Assessments)

the County Administrator in the preparation of the preliminary Property Abatement Assessment Roll for the Fiscal Year commencing October 1, 2021, as provided in Section 6 of this Initial Assessment Resolution.

(F) When imposed, the Property Abatement Assessments shall constitute a lien upon the Tax Parcels identified in Section 4(A) above pursuant to Section 86-41 of the Assessment Ordinance.

SECTION 6. PROPERTY ABATEMENT ASSESSMENT ROLL.

(A) The County Administrator is hereby directed to prepare, or cause to be prepared, a preliminary Property Abatement Assessment Roll for the Fiscal Year commencing October 1, 2021, in the manner provided in the Assessment Ordinance. The Property Abatement Assessment Roll shall include all Tax Parcels identified in Section 4(A) hereof.

(B) A copy of this Initial Assessment Resolution and the preliminary Property Abatement Assessment Roll shall be maintained on file in the office of the County Administrator and open to public inspection. The foregoing shall not be construed to require that the preliminary Property Abatement Assessment Roll be in printed form if the amount of the Property Abatement Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(C) It is hereby ascertained, determined, and declared that the method of determining the Property Abatement Assessments for property abatement services as set forth in this Initial Assessment Resolution is a fair and reasonable method of apportioning the Property Abatement Service Cost among parcels of Assessed Property.

Attachment: Supporting Docs (13005 : Proposed 2021 Property Abatement Assessments)

SECTION 7. AUTHORIZATION OF PUBLIC HEARING.

(A) There is hereby established a public hearing to be held at 2:15 p.m. on August 24, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, at which time the Board will receive and consider any comments on the Property Abatement Assessments from the public and affected property owners and consider imposing Property Abatement Assessments and collecting such assessments on the same bill as ad valorem taxes.

(B) In the event the County is required or authorized to hold this public hearing through communications media technology, then the County Manager is authorized to modify the location of the public hearing as provided in Section 7(A) accordingly and to include that information in the notices directed by Sections 8 and 9.

SECTION 8. NOTICE BY PUBLICATION. The County Administrator shall publish a notice of the public hearing authorized by Section 7 hereof in the manner and time provided in Section 86-38 of the Assessment Ordinance. The notice shall be published no later than August 3, 2021, in substantially the form attached hereto as Appendix "A."

SECTION 9. NOTICE BY MAIL.

(A) The County Administrator shall, at the time and in the manner specified in Section 86-39 of the Ordinance, provide first class mailed notice of the public hearing authorized by Section 7 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll.

(B) The mailed notice shall be mailed no later than August 3, 2021, in substantially the form attached hereto as Appendix "B."

Attachment: Supporting Docs (13005 : Proposed 2021 Property Abatement Assessments)

(C) For Tax Parcels with exempt "home addresses" pursuant to Section 119.071(d), Florida Statutes, the County Administrator shall work with the Property Appraiser and/or Tax Collector for provision of notice.

SECTION 10. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the County from the Property Abatement Assessments shall be used to reimburse the County for the costs incurred in performing any work necessary to abate or correct a violation of the Citrus County Code of Ordinances.

SECTION 11. METHOD OF COLLECTION.

(A) The Property Abatement Assessments shall be collected pursuant to the Uniform Assessment Collection Act as provided in Section 86-47 of the Assessment Ordinance. The full amount of the Property Abatement Assessment attributable to each Tax Parcel, as computed pursuant to Section 5 hereof, shall be collected on the tax bill to be mailed in November 2021.

SECTION 12. EFFECTIVE DATE. This Initial Assessment Resolution shall take effect immediately upon its passage and adoption.

DONE AND ADOPTED in Regular Session this 13th day of July, 2021.

ATTEST:

BOARD OF COUNTY COMMSSIONERS
OF CITRUS COUNTY, FLORIDA

_____
ANGELA VICK, CLERK

_____
SCOTT E. CARNAHAN, CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____
DENISE A. DYMOND LYN
COUNTY ATTORNEY

Attachment: Supporting Docs (13005 : Proposed 2021 Property Abatement Assessments)

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

Attachment: Supporting Docs (13005 : Proposed 2021 Property Abatement Assessments)

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 3, 2021

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF PROPERTY ABATEMENT SPECIAL ASSESSMENTS FOR REMOVAL OR SECURING UNSAFE STRUCTURES AND ABATEMENT OF NUISANCES

Notice is hereby given that the Board of County Commissioners of Citrus County, Florida will conduct a public hearing to consider the imposition of property abatement special assessments for the Fiscal Year beginning October 1, 2021, to reimburse the County for the costs incurred in performing the work necessary to abate or correct a violation of the Citrus County Code of Ordinances on the following properties:

AltKey#	PARCEL ID	PROPERTY OWNER	TOTAL
1593875	19E18S14001A 00010 0090	Joseph D. Ambrose Saunders	**$ 14,100.77**
1577845	19E17S35 2B0A0 0170	Janet Mae Becker Estate	**$ 8,327.51**
1007321	16E19S100020 000A0 0130	James Junior Burke	**$ 4,940.14**
1597901	19E18S140060 00200 0240	Ernest H. Carr	**$ 7,101.32**
1596084	19E18S140030 00170 0080	David J. Evans	**$ 4,980.24**
1175119	17E19S360280 0240	Steve & Miranda Gibson	**$ 5,045.90**
1102031	17E18S34 1A000 0220	Nickole Hite	**$ 3,342.01**
2328738	18E19S28004A 01190 0030	Troy Leslie Oliver & Jason Ingram	**$ 6,249.60**
1163749	17E19S360210 0310	OSC Holdings LLC	**$ 3,252.39**
2257164	18E16S330010 00040 0030	Travis Savage	**$ 7,109.58**
			$ 64,449.45

The hearing will be held at 2:15 p.m. on August 24, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the proposed assessments and their collection on the same

Attachment: Supporting Docs (13005 : Proposed 2021 Property Abatement Assessments)

bill as ad valorem taxes. All affected property owners have a right to appear at the hearing and to file written objections with the County within 20 days of this notice. If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Administrator's office, 3600 W. Sovereign Path, Suite 257, Lecanto, Florida 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service. If you need a Spanish Translator, please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370.

The assessments for each parcel of property will be based upon the actual cost and extent of work necessary to abate unsafe structures or nuisances or correct a violation of the Citrus County Code of Ordinances. The total cost allocated to each property, plus administrative and collection costs, will be collected on the tax bill to be mailed in November 2021. The amount of the assessment for each parcel of property is shown in the table above.

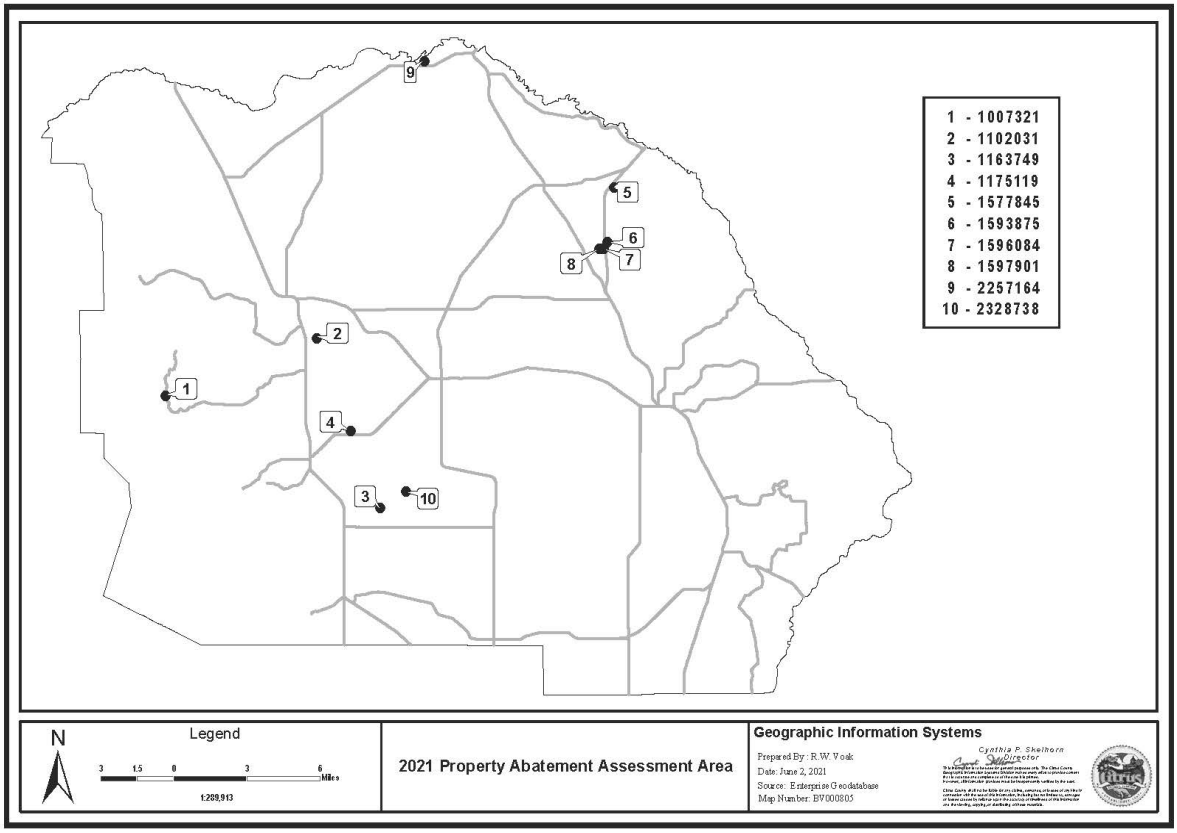
Copies of the Assessment Ordinance, the Property Abatement Ordinance, the Initial Assessment Resolution for Property Abatement Services, and the preliminary Property Abatement Assessment Roll are available for inspection at the Board of County

Attachment: Supporting Docs (13005 : Proposed 2021 Property Abatement Assessments)

Commissioner's Administrative Office, Room 232, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact Citrus County Land Section at (352) 527-5458, Monday through Friday between 8:00 a.m. and 4:30 p.m.



BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY, FLORIDA

Attachment: Supporting Docs (13005 : Proposed 2021 Property Abatement Assessments)

APPENDIX B

FORM OF NOTICE TO BE MAILED

Attachment: Supporting Docs (13005 : Proposed 2021 Property Abatement Assessments)

APPENDIX B - FORM OF NOTICE TO BE MAILED

* * * * * NOTICE TO PROPERTY OWNER * * * * *

Citrus County
[Address]
[City], Florida [zip code]

CITRUS COUNTY, FLORIDA

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF PROPERTY ABATEMENT NON-AD VALOREM ASSESSMENTS

NOTICE DATE: August 3, 2021

Owner Name
Address
City, State Zip

Tax Parcel # _____
Legal Description: _____

As required by Section 197.3632, Florida Statutes, notice is given by Citrus County that an assessment for property abatement services using the tax bill collection method may be levied on your property for the fiscal year beginning on October 1, 2021. The purpose of this assessment is to reimburse the County for the costs incurred in performing the work necessary to abate or correct a violation of the Citrus County Code of Ordinances ("property abatement services") on your property located within the County. The total property abatement assessment revenue to be collected is estimated to be $_____ for the fiscal year beginning October 1, 2021. The assessment for each parcel of property will be based upon the actual, administrative and collection costs incurred by the County in performing any work necessary to abate or correct a violation of the Citrus County Code of Ordinances.

The total amount of actual, administrative and collection costs incurred by the County in performing the work necessary to abate or correct a violation of the Citrus County Code of Ordinances on the above parcel is $_____.

The Property Abatement Assessment for the above parcel is $_____ for the fiscal year beginning October 1, 2021.

A public hearing will be held at 2:15 p.m. on August 24, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the County within 20 days of this notice. If you decide to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Administrator's office, 3600 W. Sovereign Path, Suite 267, Lecanto, Florida 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service. If you need a Spanish Translator, please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos dias de la notificatión de la publicación a 352-527-5370.

Attachment: Supporting Docs (13005 : Proposed 2021 Property Abatement Assessments)

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of County's action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Assessment Ordinance, the Property Abatement Ordinance, the Initial Assessment Resolution, and the preliminary assessment roll are available for inspection at the Board of County Commissioners Administrative Office, Room 232, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday.

The property abatement assessment amount shown on this notice will be mailed by the Citrus County Tax Collector in November of 2021. Failure to pay the assessment could cause a tax certificate to be issued against your property which may result in a loss of title.

If you have any questions regarding your property abatement assessment, please contact Citrus County Compliance Division at (352) 527-5350, Monday through Friday between 8:00 a.m. and 4:30 p.m.

*** * * * * THIS IS NOT A BILL * * * * ***

Attachment: Supporting Docs (13005 : Proposed 2021 Property Abatement Assessments)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Proclamation Bereaved Parents Month
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

Nature Coast is requesting a Proclamation for the Bereaved Parents Month

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize the Board to proclaim the month of July 2021, as Bereaved Parents Month in Citrus County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

P R O C L A M A T I O N

BEREAVED PARENTS MONTH

WHEREAS; parents who have experienced the death of a child, carry the loss within them forever, and it causes traumatic memories in the minds of parents as they struggle to understand why their child one was taken away; and

WHEREAS, the great majority of grieving parents feel alone, a loss of identity, helpless, fearful and not understood, on top of their feelings of grief, leading in many cases to an inability to manage or even face their grief; and

WHEREAS, many people erroneously believe that grieving parents are resilient enough that they "just get over" their grief, to let go…move on; and

WHEREAS, July being Bereaved Parent's Month in hopes to raise awareness of the painful impact the death of a child has on the life of a parent, and to provide ways to let grieving parents know that they are not forgotten in the midst of their grief; and

WHEREAS, Bereaved Parents Month is observed each year in July, millions of people from all walks of life from across the United States will join to show their support for grieving parents by participating in Bereaved Parents Month.

NOW, THEREFORE, the Board of County Commissioners of Citrus County does hereby proclaim the month of July as "Bereaved Parents Month" and encourages citizens to increase their understanding and awareness of parents who have experienced the loss of a child.

EXECUTED this 13th day of July 2021

_____

Chairman Scott Carnahan

_____ _____

Ronald E. Kitchen Jr. **Ruthie Davis Schlabach**

_____ _____

Jeff Kinnard D.C. **Holly L. Davis**

Attachment: 7-13-2021 Proc Bereaved Parents Month (13041 : Proclamation Bereaved Parents Month)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Proclamation: Smart Irrigation Month
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

The Irrigation Association is requesting the Board proclaim July 2021 as "Smart Irrigation Month" in Citrus County, Florida.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize the Board to execute a Proclamation declaring July 2021 as Smart Irrigation Month in Citrus County.

PROCLAMATION
SMART IRRIGATION MONTH

Whereas, the Board of County Commissioners of Citrus County recognizes water is a finite resource that is vital to human life; and

Whereas, well-maintained green spaces are important to the health and well being of communities and individuals; and

Whereas, appropriate irrigation technology, combined with best practices, can significantly reduce water usage and runoff while creating healthy lawns, landscaping, and sports turf; and

Whereas, the adoption of smart irrigation practices further improves water-use efficiency; and

Whereas, July is a peak month for irrigation water use; and

Whereas, the Citrus County Department of Water Resources encourages citizens to install Water Sense labeled smart irrigation controllers for increased water efficiency.

Now, therefore, be it resolved that the Board of County Commissioners of Citrus County hereby declares that July should be designated as ‘‘Smart Irrigation Month’’—

(1) to recognize the advances in irrigation technology and practices that help raise healthy plants and increase crop yields while using water more efficiently; and

(2) to encourage the adoption of smart irrigation practices to further improve water-use efficiency in agricultural, residential and commercial activities.

EXECUTED this 13th day of July 2021

_____
Chairman Scott Carnahan

_____
Jeff Kinnard D.C.

_____
Ruthie Davis Schlabach

_____
Holly L. Davis

_____
Ronald E. Kitchen Jr.

Attachment: '21 Smart Irrigation Month Proclamation (13030 : Proclamation: Smart Irrigation Month)

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/21

Name: John Labriola

Address: 2806 Eisenhower St W
Inverness FL 34453

Telephone #: 954-515-2084

Item to be Addressed: "Pride" displays and LGBT indoctrination promotion

Communication: Public Speaker Forms for item D (Open to

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/21

Name: Billy CAYCE

Address: 7909 N. IBSEN DR. CITRUS SPGS

Telephone #: 352-322-3097

Item to be Addressed: DISPLAY IN LIBRARY

Communication: Public Speaker Forms for item D (Open

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/21

Name: Melody Gandford

Address: 2407 N. Brentwood Circle
Lecanto FL 34461

Telephone #: 7188096635

Item to be Addressed: Library literature

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: _____

Name: Mary Seader Mary Seader

Address: _____

_____

Telephone #: _____

Item to be Addressed: _____

Communication: Public Speaker Forms for item D (Open to

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: July 13 2021

Name: DOROTHY BAUM-CLARKE

Address: 4038 UMATILLA WAY
THE VILLAGES FL 32163

Telephone #: 813-230-4779

Item to be Addressed: CHOICE OF HOTELS PLACED ON DISPLAY
RE: LGBTQ

Communication: Public Speaker Forms for item D (Open to the

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: July 13, 2021

Name: Marcia Jewell

Address: 40158 OAKRIDGE DR
LADY LAKE, FL 32159

Telephone #: 352-638-3881

Item to be Addressed: LGBT DISPLAYS.

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/2021

Name: Margaret Joseph

Address: 621 First Ave
Lady Lake Fl 32159

Telephone #: 919 471-8993 text only

Item to be Addressed: Gay Pride Displays

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: July 13, 2021

Name: Lynette Gee

Address: 1447 Pelican Path
The Villages FL 32162

Telephone #: (424) 229-4926

Item to be Addressed: promotion of LGBT

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/21

Name: MILLIE CANDARINI

Address: 27H FATHOM LOOP - 230
Beverly Hills, FL 34465

Telephone #: 352 513 3455

Item to be Addressed: LIBRARY DISPLAYS

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/21

Name: JERRY McCARTHY

Address: 23621 Gracewood Circle
Land O'Lakes, FL 34639

Telephone #: 813-493-4822

Item to be Addressed: 21-063

Communication: Public Speaker Forms for item D (Open

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7-13-21

Name: DAN HILLIARD

Address: 1629 N. CROOKED BRANCH DR
LECANTO

Telephone #: 352-527-0023

Item to be Addressed: LOWER WITHLACOOCHEE RIVER ENVIRONMENTAL REPO

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/21

Name: Tracy Wyatt

Address: ~~56~~ 21600 N. Gulfwater Pt.
Crystal River (Ozello)

Telephone #: 321-557-7711

Item to be Addressed: Ozello Fire House

Communication: Public Speaker Forms for item D (Open

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 2-13

Name: DAVID DESAULEN AKA SPANKY

Address: N. 17 JACKSON

Telephone #: 813-967-2425

Item to be Addressed: Pickell Ball

Communication: Public Speaker Forms for item D (Open to

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 07.13.2021

Name: Lee Spallas

Address: 5074 N. BUFFALO DR
Pine Ridge, FL 34465

Telephone #: 480 . 440 . 0833

Item to be Addressed: Library materials

Communication: Public Speaker Forms for item D (Open to

D, EllisBC, MI

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/2021

Name: Edwin Roberts

Address: 8919 N Creek Way
Citrus Springs FL 34434

Telephone #: 352-462-7054

Item to be Addressed: IS TAX payer money being used for these displays at the Library to support ~~LGBT~~ dispute — we do not need for to be children this kind of lifestyle (Thanks!

Communication: Public Speaker Forms for item D (Open

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/21

Name: Mark Conley

Address: 4312 W. Baywood Dr.
Hernando FL 34442

Telephone #: 352-419-8539

Item to be Addressed: Ideological Displays in Public Library

Communication: Public Speaker Forms for item D (Open to

Board of County Commissioners
Speakers Form

D

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/12/21

Name: Stephanie Gombrelli

Address: 534 E Charleston Ct.
Hernando, FL 34442

Telephone #: 532/613-6111

Item to be Addressed: Sexual propaganda in Library & school

Communication: Public Speaker Forms for item D (Open

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7-13-21

Name: Ray Kalavsky

Address: 4551 East View Top Lane

Telephone #:

Item to be Addressed: Gay Pride at Library without Christian

Communication: Public Speaker Forms for item D (Open

D, E1/ABC G3 A
F, M1, 02
Q

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: July 13, 2021

Name: Janet A. Barek

Address: 7022 N. Santos Dr.
Citrus Springs, FL 34434

Telephone #: (616) 648-1242 (cell)

Item to be Addressed:

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7-13-21

Name: MICHAEL D. WEIRICH

Address: 1045 S. VAL DR.
INVERNESS, FL 34450

Telephone #: 352-419-4498

Item to be Addressed: 100 FAR LAKE RESTORATION PROJECT

Communication: Public Speaker Forms for item D (Open to the

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: July 13, 2021

Name: Margaret Mardis

Address: 8430 E Cresco Ln
Inverness FL 34450

Telephone #: 216-647-2071

Item to be Addressed: Boys wearing dresses in The Inverness Middle School and when my son spoke up for what he believes in That "boys should not be wearing dresses," He was bullied and had to go

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 1/13/21

Name: Edna Bachman

Address: 1755 SE Lake Evelyn Ave.
Crystal River, FL 34429

Telephone #: 352-228-8063

Item to be Addressed: Library Displays - Future Displays

Communication: Public Speaker Forms for item D (Open

Board of County Commissioners
Speakers Form

D

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/21

Name: Cori Wolbes

Address: 925 Davis St
Beverly Hills, FL 34465

Telephone #: 352 817 5440

Item to be Addressed: Beverly Hills Pool

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 13 July 2021

Name: Debbie Wheatley

Address: 1801 Silverwood St

Telephone #: 352-201-9454

Item to be Addressed: Bay Agenda - Connects us to 2 Blue Cities

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7-13-21

Name: Vickie Robinson

Address: 1067 W. Skyview Crossing Dr.
Hernando, FL 34442

Telephone #: 609-239-9883

Item to be Addressed: Alternative reading material offered to school age children

Communication: Public Speaker Forms for item D (Open

Board of County Commissioners
Speakers Form

D

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 12-13-21

Name: Ron Kostreba

Address: 2223 S Carnegie Dr
Inverness

Telephone #: 251 979 1638

Item to be Addressed: Immorality

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7-13-21

Name: SABRINA WATSON

Address: Lecanto FL

Telephone #: 509-701-1579

Item to be Addressed: Library Indoctrination Of Children

Communication: Public Speaker Forms for item D (Open to the

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: July 13th

Name: Renee McPheeters

Address: 1544 W. Cardinal St

Telephone #: (352) 257-5381

Item to be Addressed: (5) various

Communication: Public Speaker Forms for item D (Open to the

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/21

Name: Steve Mecken

Address: 402 S. Ponder Ave

Telephone #: 410 459 0262

Item to be Addressed: Display in Library

Communication: Public Speaker Forms for item D (Open

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/2021

Name: Nyla Best

Address: PO Box 1574
Inverness, FL

Telephone #: 352-364-3165

Item to be Addressed: Library Books / affordable housing?

Communication: Public Speaker Forms for item D (Open to

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/2021

Name: Connie Martin Carter

Address: 151 W. Sugarberry Ln
Beverly Hills FL

Telephone #: 7467245

Item to be Addressed: BH pool

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/2021

Name: HARVEY GERBER

Address: 5362 W Yearling Drive Beverly Hills

Telephone #: 352 422-2799

Item to be Addressed: BH Swimming Pool

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/21

Name: MIKE BELKIN

Address: BEV HILLS

Telephone #: 352-513-5368

Item to be Addressed: POL

Communication: Public Speaker Forms for item D (Open to

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 21-063 Sea Otter Path Sewer Addition; Constantine Constructors, LLC
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

On April 18, 2021, staff issued an Invitation to Bid ITB 21-063 Sea Otter Path Sewer Addition to provide complete construction of the Sea Otter Path Sewer Addition Project along South Garcia Road and Sea Otter Path in which staff received three (3) bids.

Staff desires to award ITB 21-063 Sea Otter Path Sewer Addition to Constantine Constructors, LLC as the lowest most responsive and responsible bidder to provide complete construction of the Sea Otter Path Sewer Addition Project along South Garcia Road and Sea Otter Path for the cost of $249,150.95.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
9000F1-56300	Improve other	$462,596	$0	$0	$462,596

Sea Otter Path-Improve other than Bldg.
*Available balance prior to award.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Constantine Constructors, LLC to provide complete construction of the Sea Otter Path Sewer Addition Project along South Garcia Road and Sea Otter Path.

PROCUREMENT AUTHORIZATION FORM

FOR PURCHASES IN EXCESS OF $ 25,000

Only complete the sections that apply and leave the rest blank. The last two pages are only if requesting an RFP/RFI/RFQ. Once completed in Docusign, send to requested staff that electronic signature is required.

(USE THE TAB KEY TO MOVE BETWEEN FIELDS)

NAME OF PROJECT: Sea Otter Path Sewer Addition
(Two lines maximum)

DEPARTMENT / DIVISION: Water Resources / Planning and Engineering

ACCOUNT NUMBER: 450F-9000F1-56300 **BUDGET AMOUNT:** $160,000.00
(Four lines maximum)

FINANCING REQUIRED: YES [ ] NO [X] **GRANT FUNDED:** YES [X] NO [ ]

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

The primary goal of this project is to improve water quality on the Homosassa River and Spring by providing sanitary sewer service to areas adjacent to Sea Otter Path. Aging septic tanks currently serving this area have been identified by the Florida Department of Environmental Protection as a major cause of deteriorating water quality in the Homosassa Springshed and may also adversely impact the quality of private drinking water wells.

The project includes installation of a combined gravity/low-pressure sewage collection system in the Sea Otter Path neighborhood that is currently serviced by individual on-site sewage treatment systems. The project includes the construction of PVC service lateral connections to approximately 7 active or future residential septic systems, PVC gravity collection mains, duplex grinder pump station, and small diameter HDPE force mains.

REQUESTOR (SIGNATURE)	DocuSigned by: Jeanette Smith 0C341D97393B42E...	**DATE**	3/2/2021 | 3:54:21 PM EST
REQUESTOR (PRINT NAME)	Jeanette Smith	**DATE**	3/2/2021 | 3:54:21 PM EST
DIVISION DIRECTOR	DocuSigned by: Christina Malmberg FD97AACDBBF94D8...	**DATE**	3/2/2021 | 4:04:04 PM EST
DEPARTMENT DIRECTOR	DocuSigned by: Ken Cheek 551AF3D140DC4F6...	**DATE**	3/2/2021 | 4:40:56 PM EST
MANAGEMENT & BUDGET DIRECTOR	DocuSigned by: Colleen Scott 2F545E3B682A4A7...	**DATE**	3/2/2021 | 5:08:56 PM EST

Attachment: 7-13-21 ITB 21-063 Agenda Docs (13003 : ITB 21-063 Sea Otter Path Sewer Addition; Constantine Constructors, LLC)

BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF WATER RESOURCES
DIVISION OF UTILITIES
3600 W. Sovereign Path, Ste. 291
Lecanto, Florida 34461-9014

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

MEMORANDUM

To: Linda Morse, Purchasing Manager, Management and Budget

Through: Tina Malmberg, Director, Utility Planning & Engineering Christina Malmberg

From: Jeanette Smith, Water Resources Project Manager Jeanette Smith Digitally signed by Jeanette Smi Date: 2021.05.28 09:50:54 -04'00

Date: May 28, 2021

RE: **ITB # 21-063**

Citrus County Water Resources Staff has reviewed bids received in response to ITB # 21-063 Sea Otter Path Sewer Addition Project. Based on our review, we recommend the award of this project to the lowest bidder, Constantine Constructors, LLC. The total amount of the bid received was in the amount of $249,150.00.

As always, your assistance is greatly appreciated.

Attachment: 7-13-21 ITB 21-063 Agenda Docs (13003 : ITB 21-063 Sea Otter Path Sewer Addition; Constantine Constructors, LLC)

JonesEdmunds
Integrity • Knowledge • Service

May 27, 2021

Jeanette M. Smith
Water Resources Project Manager
Citrus County BOCC
3600 W. Sovereign Path, Suite 291
Lecanto, Florida 34461

RE: Citrus County BOCC
Sea Otter Path Sewer Addition
Citrus County ITB No.: 21-063
Jones Edmunds Project No.: 03860-066-02
Bid Review and Evaluation of Findings

Dear Ms. Smith,

This letter summarizes the construction contract bids received for the Sea Otter Path Sewer Addition Project. Citrus County advertised for bids on April 18, 2021 in the Citrus County Chronicle. Three bids were received at the Citrus County BOCC, Procurement Services Department on May 25, 2021 at 2:00 pm and read publicly. Based on the interest from three contractors, Jones Edmunds believes the project was well advertised. The three base bids ranged from $249,150.95 to $461,489.25.

Constantine Constructors, LLC submitted the lowest base bid for $249,150.95. Jones Edmunds has reviewed the bid package provided by Citrus County for Constantine Constructors, LLC with the following findings:

- The Addendums were acknowledged on the Bid Form.
- The County Procurement division marked that the Bid Bond, Contractor's license/certifications, and Certificate of Insurance were provided.
- Constantine Constructors, LLC is not a federally debarred contractor.
- Jones Edmunds ran a D&B report on Constantine Constructors, LLC which indicated them as moderate financial risk.
- Jones Edmunds investigated the Contractor's experience, reputation, performance, past projects, and outstanding projects and finds the Contractor appears capable to perform scope of work for this project.

Attachment: 7-13-21 ITB 21-063 Agenda Docs (13003 : ITB 21-063 Sea Otter Path Sewer Addition; Constantine Constructors, LLC)

While the final determination of which contractor will be awarded this project will be made by Citrus County, Jones Edmunds believes the bid to be responsive and, based on the findings above, does not take exception to awarding the project to the low bidder, Constantine Constructors, LLC for the bid amount of $249,150.95.

If you have any questions or comments, feel free to contact me at (352) 377-5821 or thays@jonesedmunds.com.

Sincerely,



Troy D. Hays, PG
Senior Manager/Vice President
730 NE Waldo Road
Gainesville, Florida 32641
thays@jonesedmunds.com

Y:\03860-Citrus County\Projects\066-02 Garcia Point CA Services\Sea Otter Path\Construction Services\Contract\NOA\Sea Otter-Low Bidder Letter of Bid Evaluation.doc

Attachment: 7-13-21 ITB 21-063 Agenda Docs (13003 : ITB 21-063 Sea Otter Path Sewer Addition; Constantine Constructors, LLC)

BID FORM
SCHEDULE of VALUES

Tuesday, May 25, 2021

ITB 21-063
Sea Otter Path Sewer Addition

Bid Item No.	Description	EST. QTY.	UNIT	Constantine Constructors, LLC Ft. Walton Beach, FL UNIT PRICE	C&T Contracting Services, LLC Clearwater, FL UNIT PRICE	Pospiech Contracting, Inc. Inverness, FL UNIT PRICE
1	Mobilization and Demobilization	1	LS	$3,231.00	$38,000.00	$45,000.00
2	Environmental Protection	1	LS	$1,744.00	$5,600.00	$13,800.00
3	Construction Staking and Certified Record Drawings	1	LS	$16,153.00	$8,900.00	$17,250.00
4	Performance/Payment Bonds	1	LS	$4,983.00	$6,800.00	$5,750.00
5	Gravity Sewer Collection System	1	LS	$50,138.00	$152,000.00	$128,800.00
6	Force Main System	1	LS	$4,326.00	$26,600.00	$20,700.00
7	Connection to Existing Force Main	1	LS	$1,972.00	$18,700.00	$7,245.00
8	Lift Station	1	LS	$54,790.00	$80,600.00	$94,500.00
9	Mill and Repave	1	LS	$74,316.00	$42,800.00	$63,250.00
10	Testing Allowance ($5,000.00)	1	LS	$5,000.00	$5,000.00	$5,000.00
			SUBTOTALs	$216,653.00	$385,000.00	$401,295.00
11	Contingency (15% of Base Bid)	1	LS	$32,497.95	$57,750.00	$60,194.25
			Total Bid Cost	$249,150.95	$442,750.00	$461,489.25

Attachment: 7-13-21 ITB 21-063 Agenda Docs (13003 : ITB 21-063 Sea Otter Path Sewer Addition; Constantine Constructors, LLC)

BID FORM
(Page 1 of 4)

BIDDER'S NAME: Constantine Constructors, LLC

DGM Our Bid is in compliance with all specifications.
Initial
Bid includes Nema 4X panel. 6P panel rating cannot be provided with a generator receptacle mounted on the side as shown on drawings E2

SUBMIT A SINGLE ELECTRONIC FILE AND TITLE BID SUBMITTAL TO INDICATE "ITB 21-063" AND "YOUR COMPANY NAME"

Electronic Bids are to be submitted **on or before May 25, 2021 at** 2:00 pm. It is the sole responsibility of the Bidder to ensure that their Bid submittal is submitted through VendorLink no later than the time and date specified in the Solicitation or subsequent addenda.

ADDENDA

Bidder hereby acknowledges that they have received Addenda No.'s 1, 2, _____, _____, _____, _____, _____, (Bidder shall insert the number of each Addendum received) and agrees that all addenda issued are hereby made part of the Invitation to Bid and their Bid Price includes all impacts resulting from said addenda.

BIDDER'S DECLARATION AND UNDERSTANDING

Bidder declares (1) that the only persons or parties interested in this Bid are those named herein, (2) that their Bid is, in all respects, fair and without fraud, (3) that their Bid is made without collusion with any official of the County, and (d) that their Bid is made without any connection of collusion with any person submitting another Bid for this Invitation to Bid.

Bidder understands and agrees that if an award is made, County may elect to award all schedules separately or in any combination that is in the best interest of County.

Bidder further declares (1) that they have carefully examined the Bid Documents for the Services covered under this Invitation to Bid, (2) that they have personally inspected the site where the Services will be performed, if applicable and (3) that their Bid is made according to the provisions and the terms and conditions noted in the Invitation to Bid, which are hereby made a part of their Bid.

BIDDER'S REPRESENTATION AND CERTIFICATION FORM

Bidder acknowledges that they understand and have executed the Bidder's Representation and Certification Form and have included such with their Bid.

BID SCHEDULE

All blanks on the Bid Form must be completed. If anything is not applicable, Bidder shall indicate such with "N/A". If there is no charge for any specific item noted on the Bid Form, Bidders shall indicate such by entering "no charge". Bid pricing shall include all materials, equipment, labor, and insurance costs (including MyCOI registration) associated with the Services required in this solicitation.

BID SECURITY (Required if total base bid or lump sum equals $100,000 or more)

Bidder has furnished with their Bid a Bid Security in the amount of 5% of their Bid amount, as specified in the Invitation to Bid in the form of a Bid Bond, certified check or cashier's check, made out to Citrus County, Florida, in the amount of 5% of the Bidder's Bid.

Attachment: 7-13-21 ITB 21-063 Agenda Docs (13003 : ITB 21-063 Sea Otter Path Sewer Addition; Constantine Constructors, LLC)

BID FORM
(Page 2 of 4)

Bid Submittal Format

Bids MUST be submitted in the format noted below:

⇒ Bid Form
⇒ Bid Security
⇒ Bidder's Representation and Certification Form
⇒ Certificate(s) of Insurance
⇒ Copies of Licenses and Certifications
⇒ Bidder's Qualification Statement
⇒ List of Sub-contractors
⇒ Copy of Maintenance of Traffic (MOT) Certification

CERTIFICATES OF INSURANCE

If an award is made, the Successful Bidder agrees to obtain the minimum types and limits of insurance as specified in the Invitation to Bid and will provide County certificates of insurance evidencing such. Furthermore, should Bidder be required to procure additional insurance to meet County's minimum insurance requirements, Bidder has factored the cost for such additional insurance into their Bid Price.

Once ALL paperwork is completed and received by the County, an email will be sent to Bidder asking Bidder to register online with myCOI. It is critical that Bidder provide the County 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 Bidder's insurance agent(s). This information must be available at the time of registration. Once Bidder has registered and entered the email address for its insurance agent(s), an email will be sent to the insurance agent(s) requesting them to upload Bidder's Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Bidder will not be allowed to begin work and no payments will be made until registration is completed and a compliant COI is received from Bidder's insurance agent(s). This is a yearly requirement for the duration of the Agreement.

CONTRACT EXECUTION

Bidder agrees that if their Bid is accepted for award the contents of their Bid shall become a contractual obligation and that they will furnish all supervision, labor, materials, equipment, supplies, machinery, tools, apparatus, insurance, MyCOI registration, bonds, and anything else required to provide the service as specified in the Bid Documents.

LIQUIDATED DAMAGES

If the Services covered under this Agreement are not completed within the time allowed as stipulated herein, plus any extensions thereof, County could incur additional expenses. Since these expenses are difficult to prove in a legal or arbitration proceeding to establish the actual loss suffered by County, instead of requiring any such proof, Contractor agrees that as liquidated damages for any delays (but not as a penalty) it shall pay County **one thousand five hundred dollars ($1,500.00)** for each day that expires after the time specified herein for completion. Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and Contractor has promptly given written notice of such delay to County: (1) to any preference, priority or allocation order duly issued by County, or (2) to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to, acts of God, or of the public enemy, acts of County, acts of another contractor in the performance of a contract for County, fires, floods, strikes, freight embargoes and abnormal and unforeseeable weather; and (3) to any delays of Sub-Contractor occasioned by any of the causes specified in (1) and (2) of this Section.

PERFORMANCE AND PAYMENT BONDS (Required if total base bid or lump sum equals $100,000 or more)

Bidder agrees that if their Bid is accepted, they will, within 10 calendar days after notice of award, deliver to County Performance Bond and Payment Bonds in the amount of 100% of their Bid Amount.

Attachment: 7-13-21 ITB 21-063 Agenda Docs (13003 : ITB 21-063 Sea Otter Path Sewer Addition; Constantine Constructors, LLC)

BID FORM

BID SCHEDULE

Item	Description	QTY	Unit	Amount
1	Mobilization	1	LS	3,231
2	Environmental Protection	1	LS	1,744
3	Construction Staking and Certified Record Drawings	1	LS	16,153
4	Performance/Payment Bond	1	LS	4,983
5	Gravity Sewer Collection System	1	LS	50,138
6	Force Main System	1	LS	4,326
7	Connection to Existing Force Main	1	LS	1,972
8	Lift Station	1	LS	54,790
9	Mill and Repave	1	LS	74,316
10	Testing Allowance	1	LS	5,000
			SUB-TOTAL	$ 216,652
11	Contingency (15% of Base Bid)	1	LS	$ 32,498
	TOTAL BID AMOUNT WITH CONTINGENCY AMOUNT			$ 249,150

All unit/Lump Sum prices shall include any and all applicable fees/costs. These prices shall include all materials, labor, and equipment necessary to remove and discard the old beacon/equipment and to construct the project in accordance with the plans and specifications.
Mobilization shall include the cost of bonds and any required insurance, MyCOI Registration and any preconstruction expense necessary for beginning work on the Project.

Total Base Bid (including contingency)

Two hundred forty nine thousand, one hundred fifty dollars and no cents
(In words)

(In words)

$ 249,150
(In figures)

Attachment: 7-13-21 ITB 21-063 Agenda Docs (13003 : ITB 21-063 Sea Otter Path Sewer Addition; Constantine Constructors, LLC)

BID FORM
(Page 4 of 4)

SIGNATURE

By affixing their signature to the Bid Form, Bidder hereby states that they have read all bid specifications, terms and conditions outlined in the Invitation to Bid and agree to such.

Bidder declares that the individual signing this Bid Form has the legal capacity to sign on behalf of Bidder and to contractually obligate Bidder.

Furthermore, Bidder hereby agrees to provide the Services described in the Invitation to Bid for the unit or lump sum prices as noted above, which includes all supervision, labor, materials, equipment, supplies, machinery, tools, apparatus, insurance, MYCOI, bonds, transportation, overhead, profit, applicable taxes and costs of all kinds necessary to complete the Services.

Bidder's Name: Constantine Constructors, LLC

Federal Employer Identification No.: 85-0850101

Bidders Address: 1988 Lewis Turner Blvd Unit 3 Fort Walton Beach, FL 32547
Address, City, State, Zip

By: _____
Signature

Name: David G. Marshall
Print Name

Title: Member/President
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: 850.833.6978 Fax No.: 888.862.5808

E-Mail Address: dmarshall.ccl@gmail.com

Date: May 24, 2021

CORPORATE SEAL

Attachment: 7-13-21 ITB 21-063 Agenda Docs (13003 : ITB 21-063 Sea Otter Path Sewer Addition; Constantine Constructors, LLC)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2020

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 M.E. Wilson Company LLC Waldorff Insurance & Bonding 45 Eglin Parkway NE Ste 202 Fort Walton Beach FL 32548	CONTACT NAME: K. Wayne Walker PHONE (A/C, No, Ext): 850-581-4925 FAX (A/C, No): 850-581-4930 E-MAIL ADDRESS: receptionist@waldorffinsurance.com
INSURED CONS-08 Constantine Constructors Inc. 1988 Lewis Turner Blvd Fort Walton Beach FL 32547	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Monroe Guaranty Ins Co. — 32506 INSURER B : Brierfield Insurance Co. — 10993 INSURER C : The FCCI Insurance Company — 10178 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1243237223 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY [X] PRO-JECT [ ] LOC OTHER	Y	Y	GL100029485-03	9/2/2020	9/2/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	X AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CA100005840-05	9/2/2020	9/2/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			UMB100017337-04	9/2/2020	9/2/2021	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	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	Y	WC0100060610-01	9/2/2020	9/2/2021	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 C	Leased/Rented Equipment Installation Floater			CM100029484-03 CM100029484-03	9/2/2020 9/2/2020	9/2/2021 9/2/2021	Limit / Deductible Limit / Deductible	250,000 / 500 200,000 / 1,000

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

Certificate Holder is listed as Additional Insured, when required by written contract, as pertains to General Liability and Automobile. This insurance is Primary and Non-Contributory when required by written contract as respects to General Liability. Waiver of Subrogation applies when required by written contract in favor of the Certificate Holder as respects to General Liability, Automobile, and Workers Compensation.
Cancellation Provision: 30 Days Notice of Cancellation except 10 days for non-payment of premium as respects to General Liability and Automobile.
Cancellation Provision: 45 Days Notice of Cancellation except 10 days for non-payment of premium as respects to Workers Compensation.

CERTIFICATE HOLDER

Citrus County, Florida, a political subdivision of the State of Florida
3600 W. Sovereign Path
Ste 180
Lecanto FL 34461

CANCELLATION

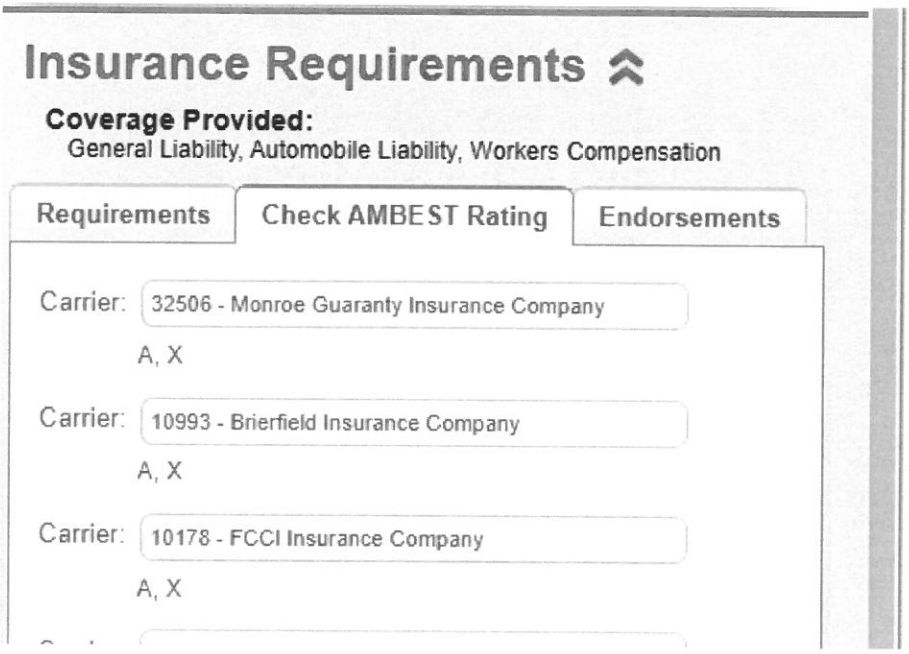
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
K Wayne Walker

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Attachment: 7-13-21 ITB 21-063 Agenda Docs (13003 : ITB 21-063 Sea Otter Path Sewer Addition; Constantine Constructors, LLC)

AMBEST 2021 Constantine Constructors



Attachment: 7-13-21 ITB 21-063 Agenda Docs (13003 : ITB 21-063 Sea Otter Path Sewer Addition; Constantine Constructors, LLC)

CONSTRUCTION AGREEMENT

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

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Constantine Constructors, LLC, (Contractor).

2.0 Designated Contact Person as to County:
Jeanette Smith, Project Manager
Department of Water Resources Division
3600 W. Sovereign Path, Ste 291
Lecanto, Florida, 34461
Phone: 352-527-7649
Fax: 352-527-7644
Email: jeanette.smith@citrusbocc.com

3.0 Designated Contact Person as to Contractor:
David G. Marshall, Member/President
Constantine Constructors, LLC
1988 Lewis Turner Blvd, Unit 3
Fort Walton Beach, Florida, 32547
Phone: 850-833-6978
Fax: 888-862-5808
Email: dmarshall.ccl@gmail.com

4.0 Agent for County:
Troy Hays, PE,
Jones, Edmunds & Associates, Inc.
730 NE Waldo Road
Gainesville, Florida 32641
Phone: 352-377-5821
Email: Thayes@jonesedmunds.com

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

6.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Invitation to Bid, (4) provisions of Contractor's Bid, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

7.0 Project Design: The Project has been designed by the Agent for County. The County's Agent shall assume all duties and responsibilities and have the rights and authority assigned to them in the Agreement Documents with regards to the plans and specifications, in accordance with the Contract Documents.

8.0 Agreement Documents:
1. Exhibit "A" – Compensation

Attachment: 7-13-21 ITB 21-063 Agenda Docs (13003 : ITB 21-063 Sea Otter Path Sewer Addition; Constantine Constructors, LLC)

9.0 Duration of Agreement and Commencement of Services: Contractor shall be substantially completed within one hundred and twenty (120) days after start date set forth in the Notice to proceed, and all work shall reach final completion within one hundred and fifty (150) days after date set forth in the Notice to Proceed issued by County. Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between Contractor and County, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

10.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

11.0 Services Provided by Contractor: The Services to be provided by Contractor are summarized in the Technical Specifications as an attachment to the Solicitation Document. If County identifies any additional Services to be provided by Contractor that are not covered under the original Agreement, such additional services shall be made a part of this Agreement by a written Addendum.

12.0 Compensation to Contractor: Compensation to be paid to Contractor for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "A", attached to this Agreement.

13.0 Payment of Payment Requests:

13.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

13.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

13.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

13.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment

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request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

13.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however, such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

13.6 Progress Payments: Contractor may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Contractor which is attributable to any services provided by any of Contractors' suppliers, sub-consultants or sub-contractors, Contractor shall remit payment for such from the progress payments to those sub-consultants or sub-contractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Contractor of the sole responsibility for the care and protection of those Services which have been completed, even if Contractor remains in possession and control of such Services, or as a waiver of the right of County to require Contractor to fulfill all of the terms of the Agreement.

13.7 Payments to Subcontractors: When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

13.8 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 Contractor's general accounting records and the project records, together with supporting documents and records, of Contractor, their sub-consultants and sub-contractors, performing work on the project, and all other records of Contractor, their sub-consultants and sub-contractors considered necessary by County for a proper audit of project costs.

13.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Contractor under this Agreement an amount sufficient to satisfy any amount due and owing to County by Contractor on any other Agreement between Contractor and County. County may withhold payment on any invoice in the event that Contractor is in default under any provision of this Agreement or any other Agreement between Contractor 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.

13.10 Final Payment: Once the Services have been completed, delivered to and accepted by County, and provided there are no outstanding disputes, no outstanding security claims, claims or demands

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between County and Contractor, Contractor may submit a final payment request to County. Upon receipt of such, County shall pay the retainage withheld to Contractor.

13.11 Retainage: Pursuant to Section 255.078, Florida Statutes, County may withhold an amount from each payment made to Contractor as retainage. Provided there are no outstanding disputes between County and Contractor, no outstanding surety claims, and no outstanding claims or demands by County or Contractor, County shall make payment of such retainage to Contractor in accordance with Sections 255.077 and 255.078, Florida Statutes. If County makes payment of retainage to Contractor which is attributable to any sub-contracted services or equipment and materials provided by suppliers, Contractor shall remit payment to those sub-contractors and suppliers from the retainage.

13.12 ACH Enrollment: All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form" vendor payments will be deposited directly to Contractor's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

14.0 Liquidated Damages: If the Services covered under this Agreement are not completed within the time allowed as stipulated herein, plus any extensions thereof, County could incur additional expenses. Since these expenses are difficult to prove in a legal or arbitration proceeding to establish the actual loss suffered by County, instead of requiring any such proof, Contractor agrees that as liquidated damages for any delays (but not as a penalty) it shall pay County **one thousand five hundred dollars ($1,500.00)** for each day that expires after the time specified herein for completion. Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and Contractor has promptly given written notice of such delay to County: (1) to any preference, priority or allocation order duly issued by County, or (2) to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to, acts of God, or of the public enemy, acts of County, acts of another contractor in the performance of a contract for County, fires, floods, strikes, freight embargoes and abnormal and unforeseeable weather; and (3) to any delays of sub-contractor occasioned by any of the causes specified in (1) and (2) of this Section.

15.0 Warranties:

15.1 Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

15.2 Warranty Against Defects in Workmanship: Contractor shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

15.3 Warranty of Standard Care: In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's subconsultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

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15.4 Warranty of Title: Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

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

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

17.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

17.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

17.2 Commercial General Liability: Contractor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

17.3 Automobile Liability: Contractor must obtain coverage for all for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied

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by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

17.4 Workers Compensation and Employer's Liability:

17.4.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

17.4.2 For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.

17.4.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

17.5 Other Insurance Provisions:

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

17.5.2 The project's Bid number shall be noted on the certificate. **ITB 21-063**

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

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

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

17.5.6 For all policies of insurance: Contractor and its insurance carrier waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

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

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

17.5.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

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

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

18.0 Indemnification: Contractor shall indemnify save and hold harmless County, Florida Department of Environmental Protection, and Engineer, 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 contractor and persons employed or utilized by Contractor, including any subcontractors, in the performance of the construction contract. Neither Contractor nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of 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 Contractor 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.

19.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Contractor shall proceed with the performance of any changes in the Services so ordered by County unless Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Contractor shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

20.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

21.0 Licenses and Certifications: Contractor, or its sub-contractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

22.0 Payment and Performance Bonds:

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22.1 Contractor shall be required to provide County with Payment and Performance Bonds, each in the amount of one hundred (100%) percent of Contractor's total Contract Price, as evidence of faithful performance of this Agreement. Upon execution of this Agreement, Contractor shall have ten (10) business days to provide the Payment and Performance Bonds to County, at which time Contractor's Bid Security shall be returned to Contractor. If the Payment and Performance Bonds are not delivered to County within the stipulated time frame, Contractor shall be considered in default of this Agreement, and County shall have the right to cancel the Agreement and utilize the proceeds from Contractor's Bid Security to pay for expenses incurred by County as a result of such default.

22.2 Contractor is responsible for recording the Payment and Performance Bonds in the official records of Citrus County. Contractor shall deliver a certified copy of the Bonds as recorded by the Clerk of Court.

22.3 The Bonds shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the surety company shall be rated A.M. Best's Rating of A-, VI or better. The surety company executing the Bonds must be authorized to transact business in the State of Florida. Attorney-in-Fact who signs the Bonds must file with each Bond a certified and effective date copy of their Power of Attorney. The Bonds must show the name, address and phone number of Contractor, Surety Company and County. Furthermore, the Bonds must indicate the Bid Number, a general description of the project, and the address of the Project Site.

22.4 Should there be an increase in Contractor's total Price by more than ten percent (10%), Contractor shall be required to amend the value of the Payment and Performance Bonds accordingly. Contractor is responsible for recording the amended Bonds in the public records of Citrus County. Contractor shall deliver a certified copy of the amended Bonds, as recorded by the Clerk of Court.

23.0 Additional Terms and Conditions:

23.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

23.2 Assignment: Neither County nor Contractor shall sell, assign, or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

23.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

23.4 Contingency Allowance: Contractor agrees that a contingency allowance, if any, is for the sole use of County to cover anticipated/unanticipated costs. Contractor shall not proceed on any additional work to be covered by contingencies until authorized in writing by the County.

23.5 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

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23.5.1 Contractor shall comply with all local, state, and federal regulations including nondiscrimination, wages, social security, workers compensation, licenses and registration requirements and include this provision in all subcontracts issued as a result of this Agreement.

23.6 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

23.7 Correction of Services: Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

23.8 County and State Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

23.9 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

23.10 Direct Purchase: County may purchase materials, equipment and supplies directly from the Contractor's supplier instead of through Contract, foregoing the payment of sales and use taxes.

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23.11 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

23.12 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

23.13 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

23.14 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

23.15 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

23.16 Employees, Sub-Contractors and Agents: All Contractor employees, Sub-Contractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, Sub-Contractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, Sub-Contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, Sub-Contractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, Sub-Contractors, or agents. County shall have the right to review and approve any Sub-Contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its Sub-Contractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their Sub-Contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

23.17 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

23.18 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, gender, 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

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(42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed Sub-Contractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any Sub-Contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying Sub-Contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring Sub-Contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state Sub-Contractors is NOT allowed.

23.19 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including Sub-Contractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. If Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral termination of this Agreement.

23.20 Florida Department of Environmental Protection Terms: Contractor shall comply with the Federal contract provisions for state funded grants. Contractor shall include these provisions in all subcontracts issued to Subcontractors.

23.21 Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

23.22 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.

23.23 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

23.24 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with

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County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

23.25 Inspection, Performance, Supervision: County and Florida Department of Environmental Protection (DEP) reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County or FDEP for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County and FDEP reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County and FDEP reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Contractor's Services.

23.26 Inspector General: Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statute.

23.27 Lawful Claims and Demands: Should any outstanding claims by Sub-Contractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

23.28 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

23.289 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

23.30 Non-Collusion: Contractor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action

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which is in restraint of a free competitive solicitation in connection with this Agreement, and that Contractor intends to do the work with its own bonafide employees or Sub-Contractors and has not provided a response for the benefit of another contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Bid on any public contract.

23.31 Patent and Copyright Responsibility: Any material, design or supplied specified by Contractor or supplied by Contractor pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Contractor in the performance of the services.

23.32 Project Site Conditions: Contractor shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

23.33 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its Sub-Contractors, during the provision of the Services. Contractor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, Sub-Contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

23.34 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, Sub-Contractor, 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.

23.35 Relationship: Contractor is an independent Contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

23.36 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.

23.37 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County, state and federal reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of five (5) years from the date of final payment under the Agreement.

23.38 Scrutinized Companies: Contractor certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Contractor further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and

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subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Contractor.

23.39 Security and Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, Sub-Contractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and Sub-Contractors. The warranties of this paragraph shall survive the Agreement.

23.40 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

23.41 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

23.42 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment or supplies ("direct purchase") instead of through Contractor are exempt from sales, consumer, use and other similar taxes.

23.43 Third Parties: The Grant Agreement shall not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

23.44 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

24.0 Gopher Tortoise Relocation: If necessary, it shall be the Contractors responsibility to obtain and comply with a Standard Gopher Tortoise Relocation Permit from the Florida Fish and Wildlife Conservation Commission, pursuant to Rules 68A-9.002, 68A-25.002 and 68A-27.004, F.A.C.

25.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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

Signature of Witness (1)

Kory Carter
Printed Name of Witness (1)

Signature of Witness (2)

Joey Crews, PE
Printed Name of Witness (2)

CONSTANTINE CONSTRUCTORS, LLC

BY: _____
DAVID G. MARSHALL,
MEMBER/PRESIDENT

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 10th day of June, 2021, by David G Marshall as President who is ☐ personally known to me or ☑ who produced AL DL as identification.

Witness my hand and official seal this 10th day of June, 2021.

NOTARY PUBLIC Signature
Printed Name: Robert J. Roulund
Commission No.: HH 066905
Expiration Date: 11-24-2024

SEAL

Notary Public State of Florida
Robert J Roulund
My Commission HH 066905
Expires 11/24/2024

Official use only

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

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

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EXHIBIT "A"				
ITB 21-063 Sea Otter Path Sewer Addition Project				
Constantine Constructors, LLC				
Item	**Description**	**QTY**	**Unit**	**Amount**
Item 1	Mobilization and Demobilization	1	LS	$ 3,231.00
Item 2	Environmental Protection	1	LS	$ 1,744.00
Item 3	Construction Staking and Certified Record Drawings	1	LS	$ 16,153.00
Item 4	Performance/Payment Bonds	1	LS	$ 4,983.00
Item 5	Gravity Sewer Collection System	1	LS	$ 50,138.00
Item 6	Force Main System	1	LS	$ 4,326.00
Item 7	Connection to Existing Force Main	1	LS	$ 1,972.00
Item 8	Lift Station	1	LS	$ 54,790.00
Item 9	Mill and Repave	1	LS	$ 74,316.00
Item 10	Testing Allowance ($5000.00)	1	LS	$ 5,000.00
	SUB-TOTAL			$ 216,653.00
Item 11	Contingency (15% of Base Bid)	1	LS	$ 32,497.95
	TOTAL BID AMOUNT WITH CONTINGENCY			**$ 249,150.95**

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AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 20-044 Amendment No. 1; Montezuma Waters Septic to Sewer; Constantine Constructors, LLC
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

On September 22, 2020, Board approved the award to Constantine Constructors, LLC to provide septic to sewer modifications for the Montezuma Waters community at 11225 West Chickasaw Lane, including West Chickasaw Lane, North Seneca Point, and North Comanche Point.

On October 8, 2020, a Notice to Proceed was given to Contractor by County to commence work on the project beginning on November 2, 2020, to reach final completion of project by July 29, 2021.

Staff desires approval to extend the completion date to September 27, 2021, due to delays associated with Duke Energy's installation of new electric services.

No cost increase associated with this Amendment.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
9000E-56300	Improve othe	$2,775,000	$923,164	$500,128	$1,351,708

Fort Island Trail Septic Interconnection-Improve other than bldg.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and Constantine Constructors, Inc. to extend the completion date to September 27, 2021.

Board of County Commissioners
DEPARTMENT OF WATER RESOURCES
UTILITY PLANNING & ENGINEERING
3600 W. Sovereign Path, Suite 291
Lecanto, Florida 34461
Telephone: (352) 527-7646 Fax: (352) 527-7644
itrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.citrusbocc.com

AMMENDED NOTICE TO PROCEED

TO: Constantine Constructors, LLC.
1988 Lewis Turner Blvd., Unit 3
Fort Walton Beach, FL 32547

DATE: May 27, 2021

PROJECT: **Montezuma Waters Septic to Sewer Modifications Project ITB 20-044**

Constantine Constructors LLC is requesting an additional 60 days be added to the project due to scheduling delays by their subcontractor and by Duke Energy. Pursuant to Article 9.0 of the agreement, Constantine Constructors LLC is hereby notified to continue with the work that commenced on **November 2, 2020** and to achieve Substantial Completion on or before **August 28, 2021** and Final Completion on or before **September 27, 2021**.

OWNER: Citrus County Board of County Commissioners
Water Resources Department

BY: Christina Malmberg

Christina Malmberg, P.E, Utility Planning and Engineering Director,
Department of Water Resources

ACCEPTANCE NOTICE:

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

BY: _____

David Marshall, (Secretary/Treasurer or designated representative)
Constantine Constructors, LLC.

Attachment: 7-13-21 ITB 20-044 Agenda Docs (13034 : ITB 20-044 Amendment No. 1; Montezuma Waters Septic to Sewer; Constantine

REQUEST FOR CHANGE ORDER

Constantine Constructors, LLC

RCO NO.:	Amendment #
DATE:	05 26 2021
PROJECT:	Montezuma Waters Septic to Sewer Mods Project ITB 20-044
PROJECT NO.:	200447.03
CONTRACTOR:	Constantine Constructors, LLC
KEY WORD DESCRIPTION:	Request for Extension of Time

THE FOLLOWING MODIFICATION TO THE CONTRACT HAS BEEN IDENTIFIED. PURSUANT TO GENERAL CONDITIONS, THIS QUOTATION INCLUDES AN ITEMIZED BREAKDOWN OF CONTRACTOR AND SUBCONTRACTOR COSTS, INCLUDING LABOR, MATERIALS, RENTALS, APPROVED SERVICES, OVERHEAD, AND PROFIT. THIS REQUEST SHALL NOT BE CONSIDERED AUTHORIZATION TO PROCEED WITH THE WORK HEREIN DESCRIBED.

TO BE COMPLETED BY INITIATOR OF REQUEST:

1. **SCOPE OF WORK:**

Additional time due to delays associated with vendors and utility
1. Duke Energy Services

2. **REASON(S) FOR MODIFICATIONS:**

1.Duke Energy will be completing the installation of the new services in a few weeks. This will allow the pump stations to be commissioned and the restoration work completed

3. **APPROVAL OF REQUEST:**

CONTRACTOR: Constantine Constructors, LLC *Dave Marshall* David G. Marshall/President	DATE: 05/26/2021
OWNER: Citrus County Board of County Commissioners Dept of Water Resources (Utility Planning & Engineering) _____ Roger Ingall/Project Manager	DATE:

4. **TOTAL COST OF MODIFICATION (ATTACH BREAKDOWN)** — $0.00

5. **WILL A MODIFICATION TO THE CONTRACT TIME BE REQUIRED?**

X YES NO

DURATION — 60 CALENDAR DAYS; 8/28/2021 (Substantial), 9/27/2021(Final)

6. **ATTACHMENT IDENTIFICATION: (LIST)** — N/A

7. **QUOTATION IS IN EFFECT UNTIL (DATE)** — N/A

Attachment: 7-13-21 ITB 20-044 Agenda Docs (13034 : ITB 20-044 Amendment No. 1; Montezuma Waters Septic to Sewer; Constantine

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2020

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 M.E. Wilson Company LLC Waldorff Insurance & Bonding 45 Eglin Parkway NE Ste 202 Fort Walton Beach FL 32548	CONTACT NAME: K. Wayne Walker PHONE (A/C, No, Ext): 850-581-4925 FAX (A/C, No): 850-581-4930 E-MAIL ADDRESS: receptionist@waldorffinsurance.com
INSURED CONS-08 Constantine Constructors Inc. 1988 Lewis Turner Blvd Fort Walton Beach FL 32547	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Monroe Guaranty Ins Co. — 32506 INSURER B: Brierfield Insurance Co. — 10993 INSURER C: The FCCI Insurance Company — 10178 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1243237223 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY [X] PRO-JECT [ ] LOC OTHER	Y	Y	GL100029485-03	9/2/2020	9/2/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CA100005840-05	9/2/2020	9/2/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			UMB100017337-04	9/2/2020	9/2/2021	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC0100060610-01	9/2/2020	9/2/2021	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 C	Leased/Rented Equipment Installation Floater			CM100029484-03 CM100029484-03	9/2/2020 9/2/2020	9/2/2021 9/2/2021	Limit / Deductible Limit / Deductible	250,000 / 500 200,000 / 1,000

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

Certificate Holder is listed as Additional Insured, when required by written contract, as pertains to General Liability and Automobile. This insurance is Primary and Non-Contributory when required by written contract as respects to General Liability. Waiver of Subrogation applies when required by written contract in favor of the Certificate Holder as respects to General Liability, Automobile, and Workers Compensation.
Cancellation Provision: 30 Days Notice of Cancellation except 10 days for non-payment of premium as respects to General Liability and Automobile.
Cancellation Provision: 45 Days Notice of Cancellation except 10 days for non-payment of premium as respects to Workers Compensation.

CERTIFICATE HOLDER

Citrus County, Florida, a political subdivision of the State of Florida
3600 W. Sovereign Path
Ste 180
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

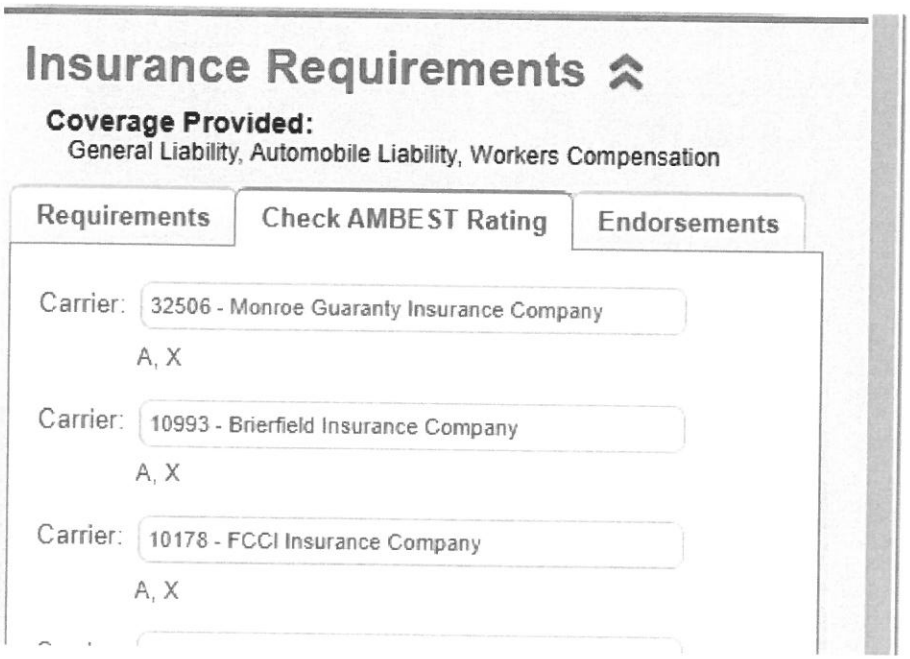
K Wayne Walker

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Attachment: 7-13-21 ITB 20-044 Agenda Docs (13034 : ITB 20-044 Amendment No. 1; Montezuma Waters Septic to Sewer; Constantine

AMBEST 2021 Constantine Constructors



Attachment: 7-13-21 ITB 20-044 Agenda Docs (13034 : ITB 20-044 Amendment No. 1; Montezuma Waters Septic to Sewer; Constantine

Amendment No. 1 to the Agreement

ITB 20-044
Montezuma Waters Septic to Sewer Modifications

THIS AMENDMENT is made and entered into by and between Constantine Constructors, LLC., a Florida Limited Liability Company 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 September 22, 2020, County and Constantine Constructors, LLC entered into an Agreement for services to provide septic to sewer modifications for Montezuma Waters; and

WHEREAS, On October 8, 2020, the Department of Water Resources issued a Notice to Proceed directing Contractor to commence work on November 2, 2020, and reach substantial completion on June 29, 2021, and final completion on July 29, 2021; and

WHEREAS, May 27, 2021, due to delays associated with Duke Energy's installation of new electric services, the Department of Water Resources issued an Amended Notice to Proceed to change the date of substantial completion to August 28, 2021, and final completion to September 27, 2021; and

WHEREAS, County and Contractor desire to amend the Agreement to extend the duration of the Agreement as set forth in the Amended Notice to Proceed, Contractor shall reach substantial completion by August 28, 2021, and final completion by September 27, 2021; 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.

2. County and Contractor hereby amend the Agreement to provide that; as set forth in the Amended Notice to Proceed, Contractor shall reach substantial completion by August 28, 2021, and final completion by September 27, 2021; and

3. 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: 7-13-21 ITB 20-044 Agenda Docs (13034 : ITB 20-044 Amendment No. 1; Montezuma Waters Septic to Sewer; Constantine

IN WITNESS WHEREOF, this Amendment No. 1 to Agreement is accepted by the parties as of the date noted below.

CONSTANTINE CONSTRUCTORS, LLC

Signature of Witness (1)

Nancy Wicker
Printed Name of Witness (1)

Brittany N Mason
Signature of Witness (2)

Brittany N Mason
Printed Name of Witness (2)

BY: _____
DAVID G. MARSHALL, PRESIDENT

STATE OF Alabama
COUNTY OF Morgan

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 15 day of June, 2021, by Nancy Wicker as Brittany N Mason who is ☐ personally known to me or ☒ who produced Drivers License as identification.

Witness my hand and official seal this 15 day of June, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: Kim Klinkovsky
Commission No.: _____
Expiration Date: 11-04-2024

SEAL

KIM KLINKOVSKY
NOTARY PUBLIC
ALABAMA STATE AT LARGE
My Commission Expires 11-04-2024

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

ATTEST:

_____
ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

Attachment: 7-13-21 ITB 20-044 Agenda Docs (13034 : ITB 20-044 Amendment No. 1; Montezuma Waters Septic to Sewer; Constantine

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 20-036 Amendment No. 3; ForestView & Stonebrook MHP WW System Mod; Constantine Constructors
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

This is a Springs Initiative project that is funded through a Cooperative Funding Agreement between Southwest Florida Water Management District and Citrus County.

On July 28, 2020, Board awarded an Invitation to Bid for ITB 20-036 Forest View and Stonebrook Mobile Home Park Wastewater System Modifications to Constantine Constructors, Inc to provide all labor, materials, equipment, tools, transportation, services, and incidentals necessary to decommission the private package wastewater treatment plants at those locations and interconnect them with the County's central wastewater collection system.

On March 25, 2021, Board approved Amendment to the Agreement to extend the date for final completion to July 17, 2021 due to delays with vendors and utilities.

Staff desires to amend the Agreement to modify the completion date to September 15, 2021 due to delays resulting from scheduling conflicts between Contractor and Duke Energy.

No Cost Increase associated with this Amendment.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
9000-56300	Improve oth	$7,662,814	$1,474,727	$1,307,895	$4,880,192
9000G-56300	Improve oth	$1,286,051	$735,818	$550,233	$0

9000-56300 Citrus Co Utilities-Improve other than Bldg
9000G-56300 Private Pack Plant Interconnection-Improve other than Bldg

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute Amendment No. 3 to the Agreement between Citrus County, Florida and Constantine Constructors, LLC to modify the completion date.

Board of County Commissioners
DEPARTMENT OF WATER RESOURCES
UTILITY PLANNING & ENGINEERING
3600 W. Sovereign Path, Suite 291
Lecanto, Florida 34461
Telephone: (352) 527-7646 Fax: (352) 527-7644
itrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.citrusbocc.com

AMMENDED NOTICE TO PROCEED

TO: Constantine Constructors, LLC.
1988 Lewis Turner Blvd., Unit 3
Fort Walton Beach, FL 32547

DATE: May 27, 2021

PROJECT: **Forest View & Stonebrook MHP Waste Water System Modifications Project ITB 20-036**

Constantine Constructors LLC is requesting an additional 60 days be added to the project due to scheduling delays by their subcontractor and by Duke Energy. Pursuant to Article 9.0 of the agreement, Constantine Constructors LLC is hereby notified to continue with the work that commenced on **September 8, 2020** and to achieve Substantial Completion on or before **August 16, 2021** and Final Completion on or before **September 15, 2021**.

OWNER: Citrus County Board of County Commissioners
Water Resources Department

BY: Christina Malmberg Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2021.06.02 15:01:57-04'00'

Christina Malmberg, P.E, Utility Planning and Engineering Director,
Department of Water Resources

ACCEPTANCE NOTICE:

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

BY: _____

David Marshall, (Secretary/Treasurer or designated representative)
Constantine Constructors, LLC.

Attachment: 7-13-21 ITB 20-036 Agenda Docs (13035 : ITB 20-036 Amendment No. 3; ForestView & Stonebrook MHP WW System Mod;

REQUEST FOR CHANGE ORDER

Constantine Constructors, LLC

RCO NO.:	Amendment #
DATE:	05 26 2021
PROJECT:	Forestview MHP and Stonebrook MHP Wastewater System Mods
PROJECT NO.:	200447.02
CONTRACTOR:	Constantine Constructors, LLC
KEY WORD DESCRIPTION:	Extension for Time

THE FOLLOWING MODIFICATION TO THE CONTRACT HAS BEEN IDENTIFIED. PURSUANT TO GENERAL CONDITIONS, THIS QUOTATION INCLUDES AN ITEMIZED BREAKDOWN OF CONTRACTOR AND SUBCONTRACTOR COSTS, INCLUDING LABOR, MATERIALS, RENTALS, APPROVED SERVICES, OVERHEAD, AND PROFIT. THIS REQUEST SHALL NOT BE CONSIDERED AUTHORIZATION TO PROCEED WITH THE WORK HEREIN DESCRIBED.

TO BE COMPLETED BY INITIATOR OF REQUEST:

1. SCOPE OF WORK:

Additional time due to delays associated with vendors and utility
1. Mader Electric/Terminal Junction Box
2. Duke Energy Services

2. REASON(S) FOR MODIFICATIONS:

1. The deductive alternate pumps and control panel packages were not provided with terminal junction boxes. The terminal junction is to be located on the side of the control panel. This allows ease of removal for the low voltage cables and a safe zone (explosion proof) for the cables. The lead time associated for the construction of these panels is several weeks.
2.Duke Energy will be completing the installation of the new services in a few weeks. This will allow the pump station on Stonebrook to be bypassed and the pump station work to be start.

3. APPROVAL OF REQUEST:

CONTRACTOR: Constantine Constructors, LLC Dave Marshall David G. Marshall/President	DATE: 05/26/2021
OWNER: Citrus County Board of County Commissioners Dept of Water Resources (Utility Planning & Engineering) _____ Roger Ingall/Project Manager	DATE:

4. TOTAL COST OF MODIFICATION (ATTACH BREAKDOWN) $0.00

5. WILL A MODIFICATION TO THE CONTRACT TIME BE REQUIRED?

X YES NO

DURATION 60 CALENDAR DAYS

8/16/2021 (Substantial), 9/15/2021(Final)

6. ATTACHMENT IDENTIFICATION: (LIST) N/A

7. QUOTATION IS IN EFFECT UNTIL (DATE) N/A

Attachment: 7-13-21 ITB 20-036 Agenda Docs (13035 : ITB 20-036 Amendment No. 3; ForestView & Stonebrook MHP WW System Mod;

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2020

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 M.E. Wilson Company LLC Waldorff Insurance & Bonding 45 Eglin Parkway NE Ste 202 Fort Walton Beach FL 32548	CONTACT NAME: K. Wayne Walker PHONE (A/C, No, Ext): 850-581-4925 FAX (A/C, No): 850-581-4930 E-MAIL ADDRESS: receptionist@waldorffinsurance.com
INSURED CONS-08 Constantine Constructors Inc. 1988 Lewis Turner Blvd Fort Walton Beach FL 32547	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Monroe Guaranty Ins Co. — 32506 INSURER B : Brierfield Insurance Co. — 10993 INSURER C : The FCCI Insurance Company — 10178 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1243237223 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC OTHER	Y	Y	GL100029485-03	9/2/2020	9/2/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	CA100005840-05	9/2/2020	9/2/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB100017337-04	9/2/2020	9/2/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC0100060610-01	9/2/2020	9/2/2021	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 C	Leased/Rented Equipment Installation Floater			CM100029484-03 CM100029484-03	9/2/2020 9/2/2020	9/2/2021 9/2/2021	Limit / Deductible Limit / Deductible	250,000 / 500 200,000 / 1,000

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

Certificate Holder is listed as Additional Insured, when required by written contract, as pertains to General Liability and Automobile. This insurance is Primary and Non-Contributory when required by written contract as respects to General Liability. Waiver of Subrogation applies when required by written contract in favor of the Certificate Holder as respects to General Liability, Automobile, and Workers Compensation.
Cancellation Provision: 30 Days Notice of Cancellation except 10 days for non-payment of premium as respects to General Liability and Automobile.
Cancellation Provision: 45 Days Notice of Cancellation except 10 days for non-payment of premium as respects to Workers Compensation.

CERTIFICATE HOLDER

Citrus County, Florida, a political subdivision of the State of Florida
3600 W. Sovereign Path
Ste 180
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

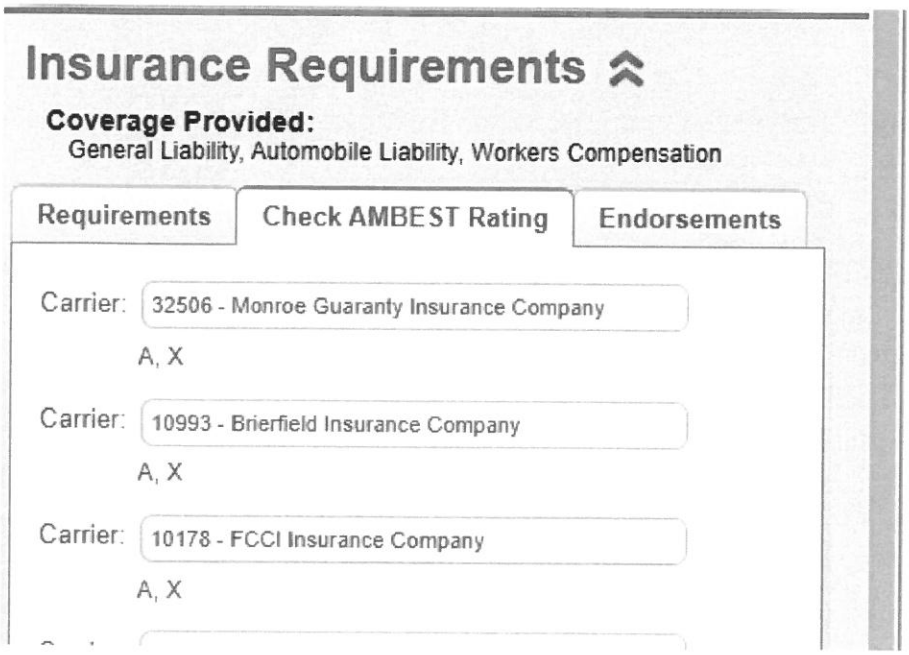
K Wayne Walker

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Attachment: 7-13-21 ITB 20-036 Agenda Docs (13035 : ITB 20-036 Amendment No. 3; ForestView & Stonebrook MHP WW System Mod;

AMBEST 2021 Constantine Constructors



Attachment: 7-13-21 ITB 20-036 Agenda Docs (13035 : ITB 20-036 Amendment No. 3; ForestView & Stonebrook MHP WW System Mod;

Amendment No. 3 to the Agreement

ITB 20-036
Forest View and Stonebrook Mobile Home Parks
Wastewater System Modifications

THIS AMENDMENT is made and entered into by and between Constantine Constructors, LLC., a Florida Limited Liability Company 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 July 28, 2020, County and Constantine Constructors, Inc. entered into an Agreement for Services to provide water wastewater system modifications at Forest View Mobile Home Park and Stonebrook Mobile Home Park; and

WHEREAS, On August 17, 2020, the Department of Water Resources issued a Notice to Proceed directing Contractor to commence work on September 8, 2020, and reach substantial completion on May 6, 2021, and final completion on June 5, 2021; and

WHEREAS, On January 19, 2021, County and Contractor amended the Agreement to reflect Contractor is now known as Constantine Constructors, LLC; and

WHEREAS, March 25, 2021, the Department of Water Resources issued an Amended Notice to Proceed to change the date of substantial completion to June 17, 2021, and final completion to July 17, 2021; and

WHEREAS, On April 27, 2021, County and Contractor amended the Agreement to extend the duration of the Agreement for substantial completion to June 17, 2021, and final completion to July 17, 2021, the second amendment was erroneously titled "Amendment No. 1 to Agreement"; and

WHEREAS, May 27, 2021, due to delays resulting from scheduling conflicts between Contractor and Duke Energy, the Department of Water Resources issued an Amended Notice to Proceed to change the date of substantial completion to August 16, 2021, and final completion to September 15, 2021; and

WHEREAS, County and Contractor desire to amend the Agreement to modify the dates for substantial completion to August 16, 2021, and final completion to September 15, 2021; 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.

2. County and Contractor hereby amend the Agreement to provide that the Contractor shall reach substantial completion by August 16, 2021, and final completion by September 15, 2021; and

3. 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: 7-13-21 ITB 20-036 Agenda Docs (13035 : ITB 20-036 Amendment No. 3; ForestView & Stonebrook MHP WW System Mod;

IN WITNESS WHEREOF, this Amendment No. 3 to Agreement is accepted by the parties as of the date noted below.

CONSTANTINE CONSTRUCTORS, LLC

Signature of Witness (1)

Nancy Wicker
Printed Name of Witness (1)

Brittany N Mason
Signature of Witness (2)

Brittany N Mason
Printed Name of Witness (2)

BY: _____
DAVID G. MARSHALL, PRESIDENT

STATE OF Alabama
COUNTY OF Morgan

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 15 day of June, 2021, by Nancy Wicker as Brittany N Mason who is ☐ personally known to me or ☒ who produced Drivers License as identification.

Witness my hand and official seal this 15 day of June, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: Kim Klinkovsky
Commission No.: _____
Expiration Date: 11-04-2024

SEAL

KIM KLINKOVSKY
NOTARY PUBLIC
ALABAMA STATE AT LARGE
My Commission Expires 11-04-2024

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

ATTEST:

_____
ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

Attachment: 7-13-21 ITB 20-036 Agenda Docs (13035 : ITB 20-036 Amendment No. 3; ForestView & Stonebrook MHP WW System Mod;

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

On March 9, 2021, Board approved award to Monk's Mowing & Tree Trimming, LLC as the lowest and most responsive bidder.

On June 1, 2021, Monk's Mowing and Tree Trimming, LLC sent an e-mail stating that their company would not be able to fulfill the contract for the mowing of the airports and cancelled the contract.

Therefore, Staff desires to award to the second lowest bidder for ITB 21-014 Mowing at Crystal River and Inverness Airports to Gilmer Lawn Service, Inc. as the most responsible and responsive bidder. Annual cost of services at this time is $61,232.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
7201-53409	Contrct Mow	$30,538	$7,936	$0	$22,602

Aviation-Contractual Serv Mowing
See related Budget Transfer.

RECOMMENDED ACTION:

a. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Gilmer Lawn Service, Inc. to provide mowing at the Crystal River and Inverness Airports.
b. Approve related Budget Transfer

Citrus County Board of County Commissioners
Budget Transfer Form

June 23, 2021 — **Date**

001 — **Fund Number**

General Fund — **Fund Title**

Dept/Office/Division: Aviation

Department Number	Account Number	From Amount	To Amount	Account Title
7201	53100	6,018		Professional Services
7201	54600	7,000		Repair and Maintenance
7201	56300	13,227		Improvement other than Building
7201	53409		26,245	Contractual Services - Mowing

Detailed Reason for Transfer:

This budget transfer will allocate additional funds for the mowing services due to the low bidder canceling their contract and the next lowest bidder was triple the amount.

Division Approval: *Prepared by Management & Budget* Date:

Department/Office Approval: *Prepared by Management & Budget* Date:

Management & Budget Approval: C Scott Date: 6.24.202

Board Approval:

Attachment: 7-13-21 ITB 21-014 Agenda Docs (13038 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.)

Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS
ENGINEERING

3600 W. Sovereign Path, Suite 241
Lecanto, FL 34461

Telephone: (352) 527-5446 Fax: (352) 527-5476
Citrus Springs/Dunnellon area - Toll Free (352) 489-2120

TO: Linda Morse, Purchasing Manager

THRU: Randall S. Olney, Public Works Director RSO
Brian Kauffman, PE, Engineering Director BCK

FROM: Quincy D. Wylupek, Engineering Project Manager QDW

DATE: June 3, 2021

SUBJECT: ITB # 21-014, Contract Mowing for the Crystal River and Inverness Airports

---

The Engineering Division received three bids for the subject work. The bid/contract was awarded to the lowest qualified bidder, Monks Mowing & Tree Trimming LLC, at the March 9, 2021, BOCC meeting.

On June 1, 2021, staff received notice from Monks Mowing & Tree Trimming LLC (see attached), that they are not able to fulfill their contract.

Staff recommends awarding to the next lowest qualified bidder, Gilmer Lawn Services, Inc., at the total bid price of $61,232.00.

If you need any additional information, please contact me at x5488.

Attachment: 7-13-21 ITB 21-014 Agenda Docs (13038 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.)

PROCUREMENT AUTHORIZATION FORM

FOR PURCHASES IN EXCESS OF $ 25,000

Only complete the sections that apply and leave the rest blank. The last two pages are only if requesting an RFP/RFI/RFQ. Once completed send to Linda Morse at linda.morse@citrusbocc.com or interoffice mail.

(USE THE TAB KEY TO MOVE BETWEEN FIELDS)

NAME OF PROJECT: Contract Mowing of Crystal River and Inverness Airports
(Two lines maximum)

DEPARTMENT / DIVISION: Public Works / Engineering

ACCOUNT NUMBER: 7201-53409
(Four lines maximum)

BUDGET AMOUNT: $27,238**

FINANCING REQUIRED: YES ☐ NO ☑ **GRANT FUNDED:** YES ☐ NO ☑

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

This Bid is for Contract Mowing at the Crystal River and Inverness Airports to perform mowing of the FBO/Hangar areas (FBO office, hangars, and tie-down areas), primary areas (includes turf runway @ the Crystal River Airport, and the areas around the taxiways and runways), and secondary areas (includes all the grassed areas not within the FBO/Hangar and Primary areas). This is done for aesthetic and safety reasons. Maintaining grassed areas improves visibility and minimizes the areas as a wildlife attractant.

**Subject to FY 2021 budget approval.

REQUESTOR (SIGNATURE) Quincy D. Wylupek Digitally signed by Quincy D. Wylupek Date: 2020.09.23 11:06:21 -04'00' **DATE** _____

REQUESTOR (PRINT NAME) Quincy D. Wylupek **DATE** 9/23/2020

DIVISION DIRECTOR Brian Kapff **DATE** 9/28/20

DEPARTMENT DIRECTOR _____ **DATE** 9/30/2020

MANAGEMENT & BUDGET DIRECTOR _____ **DATE** 10.5.2020

Attachment: 7-13-21 ITB 21-014 Agenda Docs (13038 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.)

Bid Form
Schedule of Values

14Mowing Inverness & Crystal River A
Wednesday, December 9, 2020

CRYSTAL RIVER AIRPORT		Gilmer Lawn Service, Inc Inverness FL				Monks Mowing & Tree Trimming LLC Trenton FL			
MOWING (PRICE PER ACRE)									
AREAS	TOTAL ACREAS	PRICE PER ACRE	TOTAL PRICE PER ACRE	CUTS PER YEAR	ANNUAL TOTAL PRICE PER CUT	PRICE PER ACRE	TOTAL PRICE PER ACRE	CUTS PER YEAR	ANNUAL TOTAL PRICE PER CUT
Primary Area	45	$28.00	$1,260.00	10	$12,600.00	$10.00	$450.00	10	$4,500.00
Secondary Area	60	$28.00	$1,680.00	4	$6,720.00	$10.00	$600.00	4	$2,400.00
FBO/Hangers Areas	4	$28.00	$112.00	30	$3,360.00	$10.00	$40.00	30	$1,200.00
SUB-TOTAL MOWING ANNUAL PRICE (ALL AREAS)					$22,680.00				$8,100.00
TRIM (PRICE PER TRIM)									
AREAS	TOTAL TRIMS PER YEAR	COST PER TRIM			ANNUAL TOTAL PRICE PER TRIM	COST PER TRIM			ANNUAL TOTAL PRICE PER TRIM
Primary Area	10	$280.00			$2,800.00	$72.10			$721.00
Secondary Area	4	$280.00			$1,120.00	$72.10			$288.40
FBO/Hangers Areas	30	$50.00			$1,500.00	$23.00			$690.00
Asphalt Edging	2	$500.00			$1,000.00	$74.00			$148.00
Hedge Trimming	4	$50.00			$200.00	$23.00			$92.00
SUB-TOTAL TRIMMING ANNUAL PRICE (ALL AREAS)					$6,620.00				$1,939.40
CRYSTAL RIVER AIRPORT TOTAL (BOTH MOWING AND TRIMMING)					$29,300.00				$10,039.40
INVERNESS AIRPORT									
MOWING (PRICE PER ACRE)									
AREAS	TOTAL ACREAS	PRICE PER ACRE	TOTAL PRICE PER ACRE	CUTS PER YEAR	ANNUAL TOTAL PRICE PER CUT	PRICE PER ACRE	TOTAL PRICE PER ACRE	CUTS PER YEAR	ANNUAL TOTAL PRICE PER CUT
Primary Area	28	$28.00	$784.00	10	$7,840.00	$10.00	$280.00	10	$2,800.00
Secondary Area	114	$28.00	$3,192.00	4	$12,768.00	$10.00	$1,140.00	4	$4,560.00
FBO/Hangers Areas	5.6	$28.00	$156.80	30	$4,704.00	$10.00	$56.00	30	$1,680.00
SUB-TOTAL MOWING ANNUAL PRICE (ALL AREAS)					$25,312.00				$9,040.00
TRIM (PRICE PER TRIM)									
AREAS	TOTAL TRIMS PER YEAR	COST PER TRIM			TOTAL ANNUAL PRICE PER TRIM	COST PER TRIM			TOTAL ANNUAL PRICE PER TRIM
Primary Area	10	$280.00			$2,800.00	$75.00			$750.00
Secondary Area	4	$280.00			$1,120.00	$75.00			$300.00
FBO/Hangers Areas	30	$50.00			$1,500.00	$24.50			$735.00
Asphalt Edging	2	$500.00			$1,000.00	$80.00			$160.00
Hedge Trimming	4	$50.00			$200.00	$24.50			$98.00
SUB-TOTAL TRIMMING ANNUAL PRICE (ALL AREA)					$6,620.00				$2,043.00
INVERNESS AIRPORT TOTAL (BOTH MOWING AND TRIMMING)					$31,932.00				$11,083.00
TOTAL BID COST FOR BOTH CRYSTAL RIVER & INVERNESS AIRPORT					$61,232.00				$21,122.40

Attachment: 7-13-21 ITB 21-014 Agenda Docs (13038 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.)

Bid Form
Schedule of Values

14Mowing Inverness & Crystal River A
Wednesday, December 9, 2020

CRYSTAL RIVER AIRPORT		Sean M Gerrits, Inc Crystal River FL			
MOWING (PRICE PER ACRE)					
AREAS	TOTAL ACREAS	PRICE PER ACRE	TOTAL PRICE PER ACRE	CUTS PER YEAR	ANNUAL TOTAL PRICE PER CUT
Primary Area	45	$14.49	$652.05	10	$6,520.50
Secondary Area	60	$19.99	$1,199.40	4	$4,797.60
FBO/Hangers Areas	4	$99.99	$399.96	30	$11,998.80
SUB-TOTAL MOWING ANNUAL PRICE (ALL AREAS)					$23,316.90
TRIM (PRICE PER TRIM)					
AREAS	TOTAL TRIMS PER YEAR	COST PER TRIM			ANNUAL TOTAL PRICE PER TRIM
Primary Area	10	$84.29			$842.90
Secondary Area	4	$84.29			$337.16
FBO/Hangers Areas	30	$27.79			$833.70
Asphalt Edging	2	$300.00			$600.00
Hedge Trimming	4	$300.00			$1,200.00
SUB-TOTAL TRIMMING ANNUAL PRICE (ALL AREAS)					$3,813.76
CRYSTAL RIVER AIRPORT TOTAL (BOTH MOWING AND TRIMMING)					$27,130.66
INVERNESS AIRPORT					
MOWING (PRICE PER ACRE)					
AREAS	TOTAL ACREAS	PRICE PER ACRE	TOTAL PRICE PER ACRE	CUTS PER YEAR	ANNUAL TOTAL PRICE PER CUT
Primary Area	28	$16.60	$464.80	10	$4,648.00
Secondary Area	114	$19.99	$2,278.86	4	$9,115.44
FBO/Hangers Areas	5.6	$99.99	$559.94	30	$16,798.32
SUB-TOTAL MOWING ANNUAL PRICE (ALL AREAS)					$30,561.76
TRIM (PRICE PER TRIM)					
AREAS	TOTAL TRIMS PER YEAR	COST PER TRIM			TOTAL ANNUAL PRICE PER TRIM
Primary Area	10	$84.29			$842.90
Secondary Area	4	$84.29			$337.16
FBO/Hangers Areas	30	$27.79			$833.70
Asphalt Edging	2	$300.00			$600.00
Hedge Trimming	4	$300.00			$1,200.00
SUB-TOTAL TRIMMING ANNUA					$3,813.76
INVERNESS AIRPORT TOTAL (BOTH MOWING AND TRIMMING)					$34,375.52
TOTAL BID COST FOR BOTH CRYSTAL RIVER & INVERNESS AIRPORT					$61,506.18

Attachment: 7-13-21 ITB 21-014 Agenda Docs (13038 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.)

BID FORM
(Page 1)

BIDDER'S NAME: GILMER LAWN SERVICE INC

✓ Our Bid is in compliance with all specifications.

Allow "Piggybacking"? ✓ YES _____ NO

Claiming "Local Preference"? ✓ YES _____ NO

(Supportive documentation MUST be submitted with the Bid if claiming local preference.)

SUBMIT A SINGLE ELECTRONIC FILE AND TITLE BID SUBMITTAL TO INDICATE, "ITB No. 21-014" AND "COMPANY NAME".

Bids are due on or before December 2, 2020

ADDENDA

Bidder hereby acknowledges that they have received Addenda No.'s 1, 2, 3, 4, 5, 6, (Bidder shall insert the number of each Addendum received) and agrees that all addenda issued are hereby made part of the Invitation to Bid and their Bid Price includes all impacts resulting from said addenda.

BIDDER'S DECLARATION AND UNDERSTANDING

Bidder declares (1) that the only persons or parties interested in this Bid are those named herein, (2) that their Bid is, in all respects, fair and without fraud, (3) that their Bid is made without collusion with any official of the County, and (d) that their Bid is made without any connection of collusion with any person submitting another Bid for this Invitation to Bid.

Bidder understands and agrees that if an award is made, County may elect to award all schedules separately or in any combination that is in the best interest of County.

Bidder further declares (1) that they have carefully examined the Bid Documents for the Services covered under this Invitation to Bid, (2) that they have personally inspected the site where the Services will be performed, if applicable and (3) that their Bid is made according to the provisions and the terms and conditions noted in the Invitation to Bid, which are hereby made a part of their Bid.

BIDDER'S REPRESENTATION AND CERTIFICATION FORM

Bidder acknowledges that they understand and have executed the Bidder's Representation and Certification Form and have included such with their Bid.

Attachment: 7-13-21 ITB 21-014 Agenda Docs (13038 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.)

BID FORM
(Page 3)

BID PRICING

CRYSTAL RIVER AIRPORT					
MOWING (PRICE PER ACRE)					
AREAS	TOTAL ACREAS	PRICE PER ACRE	TOTAL PRICE PER ACRE	CUTS PER YEAR	ANNUAL TOTAL PRICE PER CUT
Primary Area	45	28	1260	10	12600
Secondary Area	60	28	1680	4	6720
FBO/Hangers Areas	4	28	112	30	3360
SUB-TOTAL MOWING ANNUAL PRICE (ALL AREAS)					22680.
TRIM (PRICE PER TRIM)					
AREAS	TOTAL TRIMS PER YEAR	COST PER TRIM			ANNUAL TOTAL PRICE PER TRIM
Primary Area	10	280			2800
Secondary Area	4	280			1120
FBO/Hangers Areas	30	50			1500
Asphalt Edging	2	500			2000
Hedge Trimming	4	50			200
SUB-TOTAL TRIMMING ANNUAL PRICE (ALL AREA)					7620
CRYSTAL RIVER AIRPORT SUB-TOTAL (BOTH MOWING AND TRIMMING)					30,300.
INVERNESS AIRPORT					
MOWING (PRICE PER ACRE)					
AREAS	TOTAL ACREAS	PRICE PER ACRE	TOTAL PRICE PER ACRE	CUTS PER YEAR	ANNUAL TOTAL PRICE PER CUT
Primary Area	28	28	784	10	7840
Secondary Area	114	28	3192	4	12768
FBO/Hangers Areas	5.6	28	156.80	30	4704
SUB-TOTAL MOWING ANNUAL PRICE (ALL AREAS)					25312.
TRIM (PRICE PER TRIM)					
AREAS	TOTAL TRIMS PER YEAR	COST PER TRIM			TOTAL ANNUAL PRICE PER TRIM
Primary Area	10	280			2800
Secondary Area	4	280			1120
FBO/Hangers Areas	30	50			1500
Asphalt Edging	2	500			2000
Hedge Trimming	4	50			200
SUB-TOTAL TRIMMING ANNUAL PRICE (ALL AREA)					7620
INVERNESS AIRPORT SUB-TOTAL (BOTH MOWING AND TRIMMING)					32932.
TOTAL BID COST FOR BOTH CRYSTAL RIVER & INVERNESS AIRPORT					63232.

Attachment: 7-13-21 ITB 21-014 Agenda Docs (13038 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.)

BID FORM
(Page 4)

BID TOTAL: 63232.00
(Numerical)

BID TOTAL: Sixty three thousand two hundred thirty two 00/100
(Written Words)

SIGNATURE

By affixing their signature to the Bid Form, Bidder hereby states that they have read all bid specifications, terms and conditions outlined in the Invitation to Bid and agree to such.

Bidder declares that the individual signing this Bid Form has the legal capacity to sign on behalf of Bidder and to contractually obligate Bidder.

Furthermore, Bidder hereby agrees to provide the Services described in the Invitation to Bid for the unit or lump sum prices as noted above, which includes all supervision, labor, materials, equipment, supplies, machinery, tools, apparatus, insurance, MYCOI, bonds, transportation, overhead, profit, applicable taxes and costs of all kinds necessary to complete the Services.

Bidder's Name: GILMER LAWN SERVICE INC

Federal Employer Identification No.: 59-3457387

Bidders Address: 5434 S. Garcia Ter INVERNESS
Address, City, State, Zip FL 34452

By: William T. Gilmer
Signature

Name: William T. Gilmer
Print Name

Title: president/owner
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: 352-201-5964 Fax No.: _____

E-Mail Address: glsinc2017@gmail.com

Date: 12/15/20

CORPORATE SEAL

Attachment: 7-13-21 ITB 21-014 Agenda Docs (13038 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/10/2021

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 Lassiter-Ware Insurance, Inc. 1317 Citizens Blvd. Leesburg FL 34748	CONTACT NAME: Gina Trapani PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680 E-MAIL ADDRESS: ginam@lassiterware.com
INSURED William Gilmer, DBA: Gilmer Lawn Service Inc P O Box 3101 Inverness FL 34451	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Southern Owners Insurance Co. — 10190 INSURER B: Auto Owners Insurance Company — 18988 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 21-22 GL/Auto 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	72297041	08/19/2021	08/19/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired and Non Owned	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	4729704100	07/09/2021	07/09/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist BI	$ 1,000,000 $ $ $ $ 500,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

The certificate holder is an additional insured for premises operations under the terms and conditions of the general liability & automobile policies with respect to work being performed by the named insured as required by written contract. The general liability & automobile policies contain Waivers of Subrogation in favor of the certificate holder providing contract is executed prior to any loss.

CERTIFICATE HOLDER

Citrus County, Florida
3600 W Sovereign Path
Suite 180
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: 7-13-21 ITB 21-014 Agenda Docs (13038 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.)

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: 4/5/2021 EXPIRATION DATE: 4/5/2023

PERSON: WILLIAM T GILMER EMAIL: WGILMER1@TAMPABAY.RR.COM

FEIN: 593457387

BUSINESS NAME AND ADDRESS:

GILMER LAWN SERVICE, INC.

5434 S GARCIA TER

INVERNESS, FL 34452

SCOPE OF BUSINESS OR TRADE:

Park NOC-All Employees & 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 E01289309 QUESTIONS? (850) 413-1609

Attachment: 7-13-21 ITB 21-014 Agenda Docs (13038 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.)


Requirements
Check AMBEST Rating
Endorsements
Carrier: 10190 - Southern-Owners Insurance Company
A++, XV
Carrier: 18988 - Auto-Owners Insurance Company
A++ XV

SERVICES AGREEMENT

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

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Gilmer Lawn Service, Inc., (Contractor).

2.0 Designated Contact Person as to County:
Quincy Wylupek, Project Manager
Public Work Department/Engineering Div
300 W. Sovereign Path, Suite 241
Lecanto, Florida, 34461
Phone: 352-527-5488
Fax: 352-527-5476
Email: quincy.wylupek@citrusbocc.com

3.0 Designated Contact Person as to Contractor:
William T. Gilmer, President/Owner
Gilmer Lawn Service, Inc.
5434 S. Garcia Terrace
Inverness, Florida, 34452
Phone: 352-201-5864
Fax: None
Email: glsinc2017@gmail.com

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

5.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Invitation to Bid, (4) provisions of Contractor's Bid, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:
1. Exhibit "A" - Scope of Services
2. Exhibit "B" – Compensation/ Bid Form

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall begin February 23, 2021 for a period of three (3) years from the date that the Parties have executed the Agreement, with an option to renew for two (2) additional, one (1) year periods. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and Contractor. The date that Contractor shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Contractor.

Attachment: 7-13-21 ITB 21-014 Agenda Docs (13038 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.)

8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

9.0 Services Provided by Contractor: The Services to be provided by Contractor are summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Services to be provided by Contractor that are not covered under the original Agreement, such additional services shall be made a part of this Agreement by a written Addendum.

10.0 Compensation to Contractor: Compensation to be paid to Contractor for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement. Contractor may request an increase in fees for any of the renewal term(s). The request to increase the fees must be made in writing to County supported by a detailed justification that warrants the requested increase. The request must be submitted at least ninety (90) calendar days prior to the anniversary date of the Agreement in order for a request to be considered by County. Such increase may be no greater than the annual consumer price index (CPI) or five percent (5%), whichever is less.

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

Attachment: 7-13-21 ITB 21-014 Agenda Docs (13038 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.)

11.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

11.6 Payments to Subcontractors: When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

11.7 ACH Enrollment: All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

12.2 Warranty Against Defects in Workmanship: Contractor shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

12.3 Warranty of Standard Care: In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's subconsultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

Attachment: 7-13-21 ITB 21-014 Agenda Docs (13038 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.)

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

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

14.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

14.2 Commercial General Liability: Contractor must obtain an occurrence form policy for limits not less than $1,000,000 each occurrence, $1,000,000 products / completed operations each occurrence, $1,000,000 personal and advertising injury liability, $50,000 fire damage liability and $5,000 medical expense.

14.3 Automobile Liability: Contractor must obtain coverage for all for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

Attachment: 7-13-21 ITB 21-014 Agenda Docs (13038 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.)

14.4.2 For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.

14.4.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Other Insurance Provisions:

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

14.5.2 The project's Bid number shall be noted on the certificate. **ITB 21-014**

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

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

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

14.5.6 For all policies of insurance: Contractor and its insurance carrier waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

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

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

14.5.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

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

14.5.11 Once ALL paperwork is completed and received by the County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that the County is provided with an

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accurate email address. The **cost to register is $19.95 per year** and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s). **This is a yearly requirement for the duration of the Agreement.**

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

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Contractor shall proceed with the performance of any changes in the Services so ordered by County unless Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Contractor shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

18.0 Licenses and Certifications: Contractor, or its sub-contractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

19.0 Additional Terms and Conditions:

19.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

19.2 Assignment: Neither County nor Contractor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any

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assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

19.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

19.4 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Federal Aviation Administration and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

19.5 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

> *"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

19.6 Correction of Services: Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

19.7 County Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

19.8 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen

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property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

19.9 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

19.10 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

19.11 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

19.12 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

19.13 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

19.14 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, subcontractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents. County shall have the right to review and approve any sub-contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

19.15 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

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19.16 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

19.17 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

19.18 Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

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

19.20 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

19.21 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

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19.22 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.

19.23 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

19.24 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

19.25 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors who County awards contracts to should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CareerSource CLM of all awards involving construction and other types of services. CareerSource CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Contractor will be contacted by CareerSource CLM, to discuss hiring through its staff and services. Contractor's participation with CareerSource CLM is not required as a condition of award, but rather an opportunity for greater support for the community of Citrus County.

19.26 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

19.27 Non-Collusion: Contractor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Contractor intends to do the work with its own bona fide employees or subcontractors and has not provided a response for the benefit of another contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries,

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directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

19.28 Project Site Conditions: Contractor shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

19.29 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors, during the provision of the Services. Contractor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

19.30 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19.31 Relationship: Contractor is an independent contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

19.32 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.

19.33 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement.

19.34 Security and Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

19.35 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

19.36 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.

19.37 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to

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the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment or supplies ("direct purchase") instead of through the Contractor are exempt from sales, consumer, use and other similar taxes.

19.38 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the County of any other or further exercise thereof or the exercise of any other right.

20.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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

GILMER LAWN SERVICE, INC.

Jennifer Palmer
Signature of Witness (1)

Jennifer Palmer
Printed Name of Witness (1)

Todd Stridiron
Signature of Witness (2)

Todd Joseph Turridino
Printed Name of Witness (2)

BY: _____
WILLIAM T. GILMER,
PRESIDENT / 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 June, 2021, by William T. Gilmer as President/Owner who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 10th day of June, 2021.

Official use only

Linda Morse
NOTARY PUBLIC Signature
Printed Name: Linda Morse
Commission No.: GG 308399
Expiration Date: 7/6/2023

SEAL

LINDA MORSE
Commission # GG 308399
Expires July 6, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

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

ATTEST:

_____
ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

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EXHIBIT "A"

SCOPE OF SERVICES

Detailed Specifications and Bid Information

Purpose and Intent

It is the intent of these specifications to cover the work involved with routine mowing and trimming of the Crystal River and Inverness Airports for the purpose of controlling vegetation growth adjacent to the runway and taxiways, along the perimeter fences, and other grassed areas. It is recognized and understood that the prime purpose of a runway is to provide a safe area for landing aircraft, and the prime purpose for grassed foreslopes, ditches, and back slopes is to control erosion and, secondly, to provide a stabilized recovery area. The Contractor is, therefore, responsible for proper procedures to assure the purpose of grassed areas is not jeopardized by his activities.

Grassed areas adjacent to both FBO offices, and hangars, are to be mowed on a more frequent basis. In these areas, the lawn is to be maintained in an aesthetically appealing manner, to provide a well-kept area for airport users.

Methods and Procedures

The number and size of mowers and power equipment used is at the Contractor's option. It is a requirement of these specifications, however, that the work required be performed in a timely fashion, and that the grassed areas be kept neat and reasonably clean.

Mowers shall be equipped with devices to curtail the discharge of objects from beneath the mower. Those devices may consist of chains or other methods that will, in the opinion of the Engineering Project Manager, tend to hold rocks, glass, and other potential projectiles under the mower housing. Tractors used to propel the mowers shall be rubber-tired such that the wheels will not penetrate the ground to such an extent as to create channels or ponding on shoulders and side slopes.

Mowing on steep slopes (3:1 or steeper) will not be required unless specified.

Mowing shall proceed from the edge of pavement outward except as may be otherwise approved by the Engineering Project Manager.

Care shall be taken as to not leave any mowing/weed-eating debris on the runways, taxiways, or aircraft aprons.

FBO/Hangars Areas:

Finish mowers shall be used and set at a mowing height of three inches (3"), unless specifically otherwise ordered by the Engineering Project Manager or his Representative. Mowing frequency in these areas shall be performed as noted in the Mowing Schedule, or as otherwise directed by the Engineering Project Manager or his Representative. To provide a pleasing appearance, the mowing of these areas shall include edging along sidewalks, trimming around trees, shrubs, fences and obstructions, trimming the hedges; and the walks and paved parking areas will be swept or blown; to the satisfaction of the Engineering Project Manager or his Representative. At the Crystal River Airport, the immediate FBO area will be raked, or by some other means, the pine needles and pinecones are to be picked up before mowing.

Primary Areas:

Mowers shall be set at a mowing height of four inches (4"), unless specifically otherwise ordered by the Engineering Project Manager or his Representative. These areas, as noted on the attached Mowing Area Exhibits, shall be mowed at the frequency noted in the Mowing Schedule, or as ordered by the Engineering Project Manager or his Representative. The Primary/Secondary lines, depicted on the attached Exhibits, along the runways and taxiways extend out 25 feet unless otherwise noted. The Contractor will also be required to trim around all light fixtures, signs, and fences as needed.

Attachment: 7-13-21 ITB 21-014 Agenda Docs (13038 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.)

As an alternative, the contractor may elect to apply herbicide to reduce the amount of trimming or decrease the frequency. It is understood that if the herbicide alternate is selected by the contractor, payment for trimming will be made as long as the herbicide is effective.

Secondary Areas:

Mowers shall be set at a mowing height of four inches (4"), unless specifically otherwise ordered by the Engineering Project Manager or his Representative. These areas, as noted on the attached Mowing Area Exhibits, shall be mowed four (4) times a year (see the Mowing Schedule below). The months given are for the purposes of planning and may be varied, dependent upon the rate of growth.

Additional Specifications are as follows:

1. Any one or more scheduled mowing's may be deleted if growth fails to reach the point where mowing is needed. The Engineering Project Manager or his Representative shall determine when mowing is to be performed.
2. Trimming or spraying is to be done around all windsocks and segmented circles at both airports at time of each primary mowing.
3. Vegetation is to be kept off all perimeter, AWOS, generator, and beacon fencing by spraying or mechanical means at time of each secondary mowing.
4. Trimming and/or spraying is to be done around all runway, taxiway and other lighting and signage at both airports at time of primary mowing, as needed.
5. The fenced in areas for the Automated Weather Observation Systems and generators at both airports, are to be trimmed or sprayed to eliminate all vegetation.
6. Retention ponds are to be mowed as designated when dry.
7. Where the perimeter fences go through wooded areas, a 10-foot wide area shall be mowed along the inside of the fence. Where the perimeter fence goes though wetlands, mowing shall occur up to the water's edge with rubber tire equipment.
8. Both sides of the Access Road (10 feet along the south side) along the north side of the Crystal River Airport are to be mowed at the time of each primary mowing.
9. Edging of the vegetation adjacent to the asphalt of the runways, taxiways and taxilanes, aprons, access road on north side of the Crystal River Airport, and parking lots, shall be performed two (2) times per year.
10. The Representative at each airport may with sufficient notice; cancel a scheduled mowing if he/she determines it is not needed.
11. Detailed invoices will be approved and signed by the designated Representative at each airport at the time of each mowing.

Bid Information

It is the County's intent to mow the areas shown on the attached "Mowing Area Exhibits" for each airport. Acreages were calculated using the CADD software and are reasonably accurate. If the Contractor questions the acreages, it will be the Contractors responsibility to verify the acreages of grass to be mowed. It shall be the Bidder/Contractor's responsibility to inspect and verify the extent and conditions of the mowing areas prior to submitting bids.

Contractors shall completely fill out the Bid Form and submit a total price for both Airports. One Bid will be awarded for both Airports. The Contractor awarded the contract will be required to meet the attached Minimum Insurance Requirements.

County reserves the right to reject any Bid or portion, or to reduce the number of mowing's or trimmings, of any bid to meet budget constraints. County also reserves the right to increase or decrease the acres of mowing if needed on any Bid based on the per acre price submitted.

The Engineering Project Manager will approve all work or his Representative before payment is released to the Contractor.

Attachment: 7-13-21 ITB 21-014 Agenda Docs (13038 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.)

Mowing Schedule

Month	Primary	Secondary	FBO/Hangars	Asphalt Edging	Hedge Trimming
April	1		2		
May		1	3		
June	1		4	1	1
July	2	1	4		1
August	2	1	4		1
September	2	1	4	1	1
October	1		3		
November			2		
December			1		
January			1		
February			1		
March	1		1		
Total:	10	4	30	2	4

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Attachment: 7-13-21 ITB 21-014 Agenda Docs (13038 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.)

EXHIBIT "B"

CRYSTAL RIVER AIRPORT MOWING (PRICE PER ACRE)		Gilmer Lawn Service, Inc Inverness FL			
AREAS	TOTAL ACRES	PRICE PER ACRE	TOTAL PRICE PER ACRE	CUTS PER YEAR	ANNUAL TOTAL PRICE PER CUT
Primary Area	45	$ 28.00	$ 1,260.00	10	$ 12,600.00
Secondary Area	60	$ 28.00	$ 1,680.00	4	$ 6,720.00
FBO/Hangers Areas	4	$ 28.00	$ 112.00	30	$ 3,360.00
SUB-TOTAL MOWING ANNUAL PRICE (ALL AREAS)					$22,680.00

TRIM (PRICE PER TRIM)			
AREAS	TOTAL TRIMS PER YEAR	COST PER TRIM	ANNUAL TOTAL PRICE PER TRIM
Primary Area	10	$ 280.00	$ 2,800.00
Secondary Area	4	$ 280.00	$ 1,120.00
FBO/Hangers Areas	30	$ 50.00	$ 1,500.00
Asphalt Edging	2	$ 500.00	$ 1,000.00
Hedge Trimming	4	$ 50.00	$ 200.00
SUB-TOTAL TRIMMING ANNUAL PRICE (ALL AREAS)			$ 6,620.00
CRYSTAL RIVER AIRPORT TOTAL (BOTH MOWING AND TRIMMING)			$ 29,300.00

INVERNESS AIRPORT MOWING (PRICE PER ACRE)					
AREAS	TOTAL ACRES	PRICE PER ACRE	TOTAL PRICE PER ACRE	CUTS PER YEAR	ANNUAL TOTAL PRICE PER CUT
Primary Area	28	$ 28.00	$ 784.00	10	$ 7,840.00
Secondary Area	114	$ 28.00	$3,192.00	4	$ 12,768.00
FBO/Hangers Areas	5.6	$ 28.00	$ 156.80	30	$ 4,704.00
SUB-TOTAL MOWING ANNUAL PRICE (ALL AREAS)					$ 25,312.00

TRIM (PRICE PER TRIM)			
AREAS	TOTAL TRIMS PER YEAR	COST PER TRIM	TOTAL ANNUAL PRICE PER TRIM
Primary Area	10	$ 280.00	$ 2,800.00
Secondary Area	4	$ 280.00	$ 1,120.00
FBO/Hangers Areas	30	$ 50.00	$ 1,500.00
Asphalt Edging	2	$ 500.00	$ 1,000.00
Hedge Trimming	4	$ 50.00	$ 200.00
SUB-TOTAL TRIMMING ANNUAL PRICE (ALL AREA)			$ 6,620.00
INVERNESS AIRPORT TOTAL (BOTH MOWING AND TRIMMING)			$ 31,932.00

TOTAL BID COST FOR BOTH CRYSTAL RIVER & INVERNESS AIRPORT	$ 61,232.00

Attachment: 7-13-21 ITB 21-014 Agenda Docs (13038 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Gilmer Lawn Service, Inc.)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFP 19-059 Amendment No. 2; Real Estate Brokerage Services; One Real Estate, Inc.
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

On November 5, 2019, Board awarded RFP 19-059 Real Estate Brokerage Services to One Real Estate, Inc., dba Re/Max Realty One to provide licensed Real Estate Broker(s) services for the sale of selected surplus properties owned by the County on an "as needed" basis in which only one proposal was submitted to County.

Staff desires to amend the agreement with One Real Estate, Inc. dba Re/Max Realty One to add Betz Farm AK 3125825 3406 N. Turkey Oak Dr., Crystal River, FL 34429 property to the list of properties for Contractor to sell on behalf of the County for the minimum of the appraised value of $5,385,000.00. County will pay a commission at the rate of 4% of the sales price for the sale of the Betz Farm Property.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
2101-53400	Other Contra	$131,790	$54,535	$30,680	$46,575

Administrative Services-Contractual Services

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Amendment No. 2 to the Agreement between Citrus County, Florida and One Real Estate, Inc. to provide real estate services for the sale of the Betz Farm Property.

Vicki R. Austin

From: Susan M. Boelk
Sent: Thursday, May 20, 2021 11:10 AM
To: Vicki R. Austin
Cc: Linda L. Morse; Brian C. Kauffman; Tonya L. Turner; Kelly R. Miller
Subject: FW: Contract Amendment Betz Farm
Attachments: 14b Real Estate RFP Proposal Pricing form for review.docx

Hi Vicki,

Per Mr. Oliver's email below, please prepare an amendment to RFP 19-059 Real Estate Brokerage Services to add the attached property to the list of properties for Mr. Cunningham to sell for the County.

Thank you,

Susan M. Boelk
Land Section Manager, Engineering Division
Citrus County Board of County Commissioners
3600 West Sovereign Path, Suite 205
Lecanto, FL 34461
Telephone (352) 527-5460
Fax (352) 527-5459

susan.boelk@citrusbocc.com
www.citrusbocc.com
Sign up for Citrus Link Newsletter

"Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure."

From: Randy Oliver <Randy.Oliver@citrusbocc.com>
Sent: Monday, May 17, 2021 3:52 PM
To: Susan M. Boelk <SUSAN.BOELK@citrusbocc.com>
Cc: Denise A. Dymond Lyn <Denise.Lyn@citrusbocc.com>; Randall S. Olney <Randall.Olney@citrusbocc.com>; Brian C. Kauffman <Brian.Kauffman@citrusbocc.com>
Subject: Contract Amendment Betz Farm

Susan,

Would you prepare a contract amendment with Kevin Cunningham to list the Betz Farm property at the appraised value with a 4% commission per Board direction.

Thanks,

Attachment: RFP 19-059 AGENDA (12989 : RFP 19-059 Amendment No. 2; Real Estate Brokerage Services; One Real Estate, Inc.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2021

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: Gary Pearl
Pearl Insurance 1200 East Glen Avenue Peoria Heights, IL 61616	PHONE (A/C, No, Ext): 1-800-447-4982 FAX (A/C, No): 1-866-817-9009 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GREENWICH INSURANCE COMPANY	22322
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

One Real Estate, Inc dba RE/MAX Realty One

2421 N Lecanto Hwy
Lecanto, FL 34461-9677

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						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)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						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	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	**Real Estate E&O**	Y	N	PEG9183107-0	07-01-2021	07-01-2022	Limits: $1,000,000/$1,000,000 Deductible: $2500	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Any real estate franchise corporation of which the Named Insured is a franchisee, but only as respects the real estate franchise corporation's liability for acts or omissions committed by an insured on behalf of the Named Insured. The following entities are additional insureds: RE/MAX LLC RE/MAX Southeast

CERTIFICATE HOLDER

RE/MAX LLC
5075 S. Syracruse St
Denver, CO 80237

RE/MAX Southeast
5075 S. Syracuse St
Denver, CO 80237

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
Pearl Insurance

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ACORD 25 (2016/03)

Attachment: RFP 19-059 AGENDA (12989 : RFP 19-059 Amendment No. 2; Real Estate Brokerage Services; One Real Estate, Inc.)

ONEREAL-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2021

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.

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PRODUCER License # L100460
Acentria Insurance - Inverness
117 N Seminole Ave
Inverness, FL 34450

CONTACT NAME:
PHONE (A/C, No, Ext): (352) 637-5191
FAX (A/C, No): (352) 637-2396
E-MAIL ADDRESS: jennifer.benefield@acentria.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Company	10190
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
One Real Estate Inc DBA Remax Realty One
1101 Highway 41 N
Inverness, FL 34450

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						EACH OCCURRENCE	$ 1,000,(
	CLAIMS-MADE X OCCUR	X	X	78584676	9/2/2020	9/2/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,(
							MED EXP (Any one person)	$ 10,(
							PERSONAL & ADV INJURY	$ 1,000,(
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,(
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,(
	OTHER: General Aggregate						Hired/N O Auto	$ 1,000,(
	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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A	X	78393378	1/1/2021	1/1/2022	E.L. EACH ACCIDENT	$ 100,(
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,(
							E.L. DISEASE - POLICY LIMIT	$ 500,(

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Work Comp Waiver of Subrogation applies

CERTIFICATE HOLDER

Citrus County, Florida
Suite 266
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

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Attachment: RFP 19-059 AGENDA (12989 : RFP 19-059 Amendment No. 2; Real Estate Brokerage Services; One Real Estate, Inc.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/29/

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 INSURERS(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

PROFESSIONAL LIABILITY SERVICES
1250 S. HIGHWAY 17-92
LAKE CENTER SUITE 110
LONGWOOD, FL 32750

CONTACT NAME:
PHONE (A/C, No):
EMAIL ADDRESS:
FAX (A/C, No):
PRODUCER CUSTOMER ID:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: C.N.A. Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

ONE REAL ESTATE, INC
DBA: RE/MAX REALTY ONE
2421 N LECANTO HWY
LECANTO, FL 34461

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.

INSLETR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERICAL GENERAL LIABILITY ☐ ☐ CLAIMS-MADE ☐ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						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 ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐						COMBINED SINGLE LIMIT (Each Occurrence)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	OTHER REAL ESTATE PROFESSIONALS PROFESSIONAL LIABILITY INSURANCE Errors & Omissions Insurance			RFB 65258221720	07/01/20	07/01/21	LIMITS: PER CLAIM	$1,000,000
							AGGREGATE	$1,000,000
							DEDUCTIBLE:	$ 2,500

BRANCH OFFICES:

1101 US 41 NORTH
INVERNESS, FL 34450

8375 S SUNCOAT BLVD
HOMOSASSA, FL 34446

504 NE HWY 19
CRYSTAL RIVER, FL 34429

THE FOLLOWING ENTITIES ARE ADDITIONAL INSUREDS: RE/MAX, LLC AND R409-RW/MAX FLORIDA

CERTIFICATE HOLDER

Citrus County Florida
3600 Sovereign Path
Suite 266
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
SEAN McLVENNA

Attachment: RFP 19-059 AGENDA (12989 : RFP 19-059 Amendment No. 2; Real Estate Brokerage Services; One Real Estate, Inc.)

ACORD 25 (2009/09)
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Continental Casualty Company

A.M. Best #: 002128 **NAIC #: 20443** **FEIN #: 362114545**

Domiciliary Address
151 North Franklin Street
Chicago, IL 60606 United States
Web: www.cna.com
Phone: 312-822-5000

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A (Excellent)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 11, 2019
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit Rating View Definition

Long-Term:	a+
Outlook:	Stable
Action:	Upgraded
Effective Date:	July 11, 2019
Initial Rating Date:	June 21, 2005

Southern-Owners Insurance Company

A.M. Best #: 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
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

Attachment: RFP 19-059 AGENDA (12989 : RFP 19-059 Amendment No. 2; Real Estate Brokerage Services; One Real Estate, Inc.)

Amendment No. 2 to Agreement

RFP 19-059

Real Estate Brokerage Services

THIS AMENDMENT is made and entered into by and between One Real Estate, Inc., a 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 November 5, 2019, County and Contractor entered into an Agreement to provide Real Estate Brokerage Services for a term of one (1) year with an option to renew for three (3) additional one (1) year periods; and

WHEREAS, On October 27, 2020, County and Contractor amended the Agreement to extend the duration of the Agreement to November 4, 2021; and

WHEREAS, County and Contractor desire to amend the Agreement to add Betz Farm AK 3125825 3406 N. Turkey Oak Dr., Crystal River, FL 34429 property to the list of properties for Contractor to sell on behalf of the County.

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.

2. County and Contractor hereby amend the Agreement to add Betz Farm AK 3125825 3406 N. Turkey Oak Dr., Crystal River, FL 34429 property to the list of properties for Contractor to sell on behalf of the County.

3. County and Contractor hereby further amend the Agreement to sell the Betz Farm property for the minimum of the appraised value of $5,385,000.00. County will pay a commission at the rate of 4% of the sales price for the sale of the Betz Farm Property.

4. 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: RFP 19-059 AGENDA (12989 : RFP 19-059 Amendment No. 2; Real Estate Brokerage Services; One Real Estate, Inc.)

IN WITNESS WHEREOF, this Amendment No. 2 to Agreement is accepted by the parties as of the date noted below.

ONE REAL ESTATE, INC.

Signature of Witness (1)

Kendra G. Jule
Printed Name of Witness (1)

Signature of Witness (2)

Daniel R. Ford
Printed Name of Witness (2)

BY: _____
KEVIN D. CUNNINGHAM, PRESIDENT

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 7th day of June, 2021, by Kevin Cunningham as President who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 7th day of June, 2021.

Taela Souter
NOTARY PUBLIC Signature
Printed Name: Taela Souter
Commission No.: HH 023057
Expiration Date: July 23, 2024

SEAL
TAELA SOUTER
Notary Public - State of Florida
Commission # HH 023057
My Comm. Expires Jul 23, 2024
Bonded through National Notary Assn.

Official use only

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

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

Attachment: RFP 19-059 AGENDA (12989 : RFP 19-059 Amendment No. 2; Real Estate Brokerage Services; One Real Estate, Inc.)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Transfers
AGENDA DATE:	**July 13, 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.

Solid Waste - Allocate funds to cover the unanticipated general liability claims.

Various Community Services Departments (6) - Allocate funds into the proper accounts to cover line item overages.

Fire (2) - Allocate funds to cover the cost of emergency repairs to broken gas line and for the improvement projects at the Fire Training Center.

Economic Development - Allocate funds to create a custom website landing page with five additional secondary pages to promote Citrus County.

Aquatics - Allocate funds to renourish the county's fish attractors.

Phone System - Allocate funds into the proper account to be in compliance with the State of Florida, Uniform Chart of Accounts for the Mitel Sqeedway switch conversion project.

County Administrator - Allocate funds to purchase an office chair for the new Public Information Officer.

Utilities - Allocate funds for additional engineering services needed for the Meadowcrest BMAP Upgrades CIP project.

Supervisor of Elections - Allocate funds for the SB90 requirements for an Audio/Visual System for the Canvassing Board Observer Room.

Administrative Services - Allocate funds for the Communications Department to acquire communications equipment and supplies.

Road Maintenance - Allocate funds to supplement additional needs to purchase various road materials.

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 Solid Waste, Various Community Services Departments (6), Fire (2), Economic Development, Aquatics, Phone System, County Administrator, Utilities, Supervisor of Elections, Administrative Services and Road Maintenance for fiscal year 2020-21.

Citrus County Board of County Commissioners
Budget Transfer Form

June 1, 2021	401	Landfill
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Public Works/Solid Waste Management

Department Number	Account Number	From Amount	To Amount	Account Title
5212	54550		12,792	General Liability Claims
5212	60050	12,792		Reserve for Contigencies

Detailed Reason for Transfer:

These reallocated funds are being transferred to cover the remaining expenses for the fiscal year of General Liability Claims. Expenses higher than anticipated.

Division Approval: Date: 6/1/2021

Department/Office Approval: Date: 6/3/21

Management & Budget Approval: Date: 6.07.2021

Board Approval:

Attachment: BT071321 (13033 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

July 13, 2021 — Date

133V — Fund Number

SHIP — Fund Title

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5304V	54000	500		TRAVEL & PER DIEM
5304V	55500	500		TRAINING
5304V	54603		500	VECHICLE MAINTENANCE
5304V	55208		500	FUELS & LUBES

Detailed Reason for Transfer:

Reallocate Admin to cover line item overages

Division Approval: Date: 6/3/21

Department/Office Approval: Date: 6/3/21

Management & Budget Approval: Date: 6·07·2021

Board Approval:

Attachment: BT071321 (13033 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

June 2, 2021 — **Date**

052V — **Fund Number**

Senior Companion Program — **Fund Title**

Dept/Office/Division: Community Services / Support Services / SCP

Department Number	Account Number	From Amount	To Amount	Account Title
5421V	53100	129		PROFESSIONAL SERVICES
5421V	54201	154		POSTAGE
5421V	54605	50		EQUIPMENT MAINTENANCE
5421V	54201	92		OFFICE SUPPLIES
5421V	55221	153		MEALS
5421V	55256		578	VOLUNTEER RECOGNITIONS

Detailed Reason for Transfer:

To cover for additional expenses for Volunteer Recognitions.

Division Approval: Stephanie M. Cabrera — Date: 6/3/21

Department/Office Approval: Maureen Rodney — Date: 6/3/21

Management & Budget Approval: cpcott — Date: 6-07-2021

Board Approval:

FOR BOCC AGENDA 6/22/21

Attachment: BT071321 (13033 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

June 2,2021 — Date

162X — Fund Number

Retired Senior Volunteer Program — Fund Title

Dept/Office/Division: Community Svcs/Support Svcs/Nature Coast

Department Number	Account Number	From Amount	To Amount	Account Title
5379X	55221	2,300		MEALS
5379X	54000	865		TRAVEL & PER DIEM
5379X	54201		250	POSTAGE
5379X	55256		2,300	VOLUNTEER RECOGNITION
5379X	51200		500	WAGES
5379X	52100		35	FICA
5379X	52200		60	RETIREMENT
5379X	52300		15	INSURANCE
5379X	52400		5	WORKER'S COMPENSATION

Detailed Reason for Transfer:

To budget for additional Payroll, Volunteer Recognition and Postage expenses.

Division Approval: Date: 6/3/21

Department/Office Approval: Date: 6/3/21

Management & Budget Approval: Date: 6.07.2021

Board Approval:

Attachment: BT071321 (13033 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

June 7, 2021 — Date
001 — Fund Number
General Fund — Fund Title

Dept/Office/Division: Community Svcs/Support Services

Department Number	Account Number	From Amount	To Amount	Account Title
5350	54000	120		TRAVEL & PER DIEM
5350	54400	110		RENTALS & LEASES
5350	55270		195	COMPUTER ACCESSORIES
5350	54100		35	COMMUNICATION

Detailed Reason for Transfer:

To budget for Computer Accessories (i.e. computer speakers) to be able to participate in online training and conferences; and additional communication expenses.

Division Approval: Stephanie M. Caraballo — Date: 6/9/21

Department/Office Approval: Marianne Rodriguez — Date: 6/9/21

Management & Budget Approval: cpcatt — Date: 6.6.23.202

Board Approval:

Next board meeti 7/13/21

Attachment: BT071321 (13033 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

June 7,2021	001	General Fund
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Community Services Administration

Department Number	Account Number	From Amount	To Amount	Account Title
5225	54700	355		PRINTING & BINDING
5225	55270		355	COMPUTER ACCESSORIES
5225	54100	140		COMMUNITCATIONS
5225	52400		140	WORKER'S COMPENSATION

Detailed Reason for Transfer:

To budget for Computer Accessories needed for Laptop computer, and for additional worker's compensation.

Division Approval: Stephanie M. Carnes Date: 6/8/21

Department/Office Approval: Maureen Reddy Date: 6/9/21

Management & Budget Approval: C Scott Date: 6-23-2021

Board Approval:

Next Board Meeting

Attachment: BT071321 (13033 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

June 7, 2021 — **Date**

001 — **Fund Number**

General Fund — **Fund Title**

Dept/Office/Division: Community Svcs/Support Svcs/Community Ctrs

Department Number	Account Number	From Amount	To Amount	Account Title
2501	54000	140		TRAVEL & PER DIEM
2501	55208		140	FUEL & LUBE

Detailed Reason for Transfer:

To budget for increases in Fuel & Lube Costs.

Division Approval: Stephanie M. Caraccia — Date: 6/8/21

Department/Office Approval: Maureen Rodney — Date: 6/9/21

Management & Budget Approval: cpcott — Date: 6.23.2021

Board Approval:

Next board meeting 7/13/21

Attachment: BT071321 (13033 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

June 7, 2021	154	Fire Administration
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Fire Training Center

Department Number	Account Number	From Amount	To Amount	Account Title
3225	54600	1,000		Repair & Maintenance
3225	54604	3,000		Maintenance-Buildings
3225	55200	4,180		Operating Supplies
3225	56300		8,180	Improve Other Than Bldg

Detailed Reason for Transfer:

Transfer funds to cover the cost of the emergency repair to broken gas line under paved drive way at Fire Training Center.

Division Approval: Date:

Department/Office Approval: Date: 6/8/2021

Management & Budget Approval: Date: 6.08.2021

Board Approval:

Attachment: BT071321 (13033 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

June 7, 2021 — **Date**

154 — **Fund Number**

Fire Administration — **Fund Title**

Dept/Office/Division: Fire Rescue

Department Number	Account Number	From Amount	To Amount	Account Title
3200	56200	20,550		Buildings
3225	56200		20,550	Buildings

Detailed Reason for Transfer:

Transfer funds from 3200 to 3225 to cover the increase in cost of budgeted constuction improvement projects at the Fire Training Center due to the increase in the cost of construction materials and supplies.

Division Approval: Date:

Department/Office Approval: Date: 6/8/202

Management & Budget Approval: Date: 6·8·202

Board Approval:

Attachment: BT071321 (13033 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

June 8, 2021 — **Date**

112 — **Fund Number**

Business Tax Fund — **Fund Title**

Dept/Office/Division: Economic Development

Department Number	Account Number	From Amount	To Amount	Account Title
2790	61000	24,500		Reserve Cash Forward
2790	54807		24,500	Marketing

Detailed Reason for Transfer:

This budget transfer will allocate funds to create a custom website landing page with five additional secondary pages to promote Citrus County.

Division Approval: *Prepared by Management & Budget* Date:

Department/Office Approval: *Prepared by Management & Budget* Date:

Management & Budget Approval: cpeott Date: 6·08·2021

Board Approval:

Attachment: BT071321 (13033 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

June 8, 2021 — **Date**

130 — **Fund Number**

Fishing Improvement — **Fund Title**

Dept/Office/Division: DPW - Aquatic Services

Department Number	Account Number	From Amount	To Amount	Account Title
6306	61000	2,000		Reserve Cash Forward
6306	55200		2,000	Operating Supplies

Detailed Reason for Transfer:

Funds to renurish the County's Fish Attractors.

Division Approval: Date: 6/8/202

Department/Office Approval: Date: 6/10/24

Management & Budget Approval: Date: 6-15-20

Board Approval:

Attachment: BT071321 (13033 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

June 17, 2021	315	Phone System
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Phone System

Department Number	Account Number	From Amount	To Amount	Account Title
3155	56400	10,000		Machinery & Equipment
3155	54605		10,000	Equipment Maintenance

Detailed Reason for Transfer:

The transfer will reallocate funds into the proper accounts to be in compliance with the State of Florida, Uniform Chart of Accounts for the Mitel Speedway switch conversion project.

Division Approval: *Prepared by Management & Budget* Date:

Department/Office Approval: *Prepared by Management & Budget* Date:

Management & Budget Approval: Date: 6-18-202

Board Approval:

Attachment: BT071321 (13033 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

June 7, 2021 — **Date**

001 General Fund — **Fund Number** **Fund Title**

Dept/Office/Division: County Administrator

Department Number	Account Number	From Amount	To Amount	Account Title
2104	55100	220		Office Supplies
2104	55120		220	Office/Non-Cap Equipment

Detailed Reason for Transfer:

Purchased a Chair for PIO's Office, I allocated it to 2104-55105 when it should have been allocated to 2104-55120.

Division Approval: Robin Anselmo — Date: 6/7/21

Department/Office Approval: Karen R. Vieira — Date: 6/9/2021

Management & Budget Approval: cpscott — Date: 6-17-2021

Board Approval:

Attachment: BT071321 (13033 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

June 21, 2021	451A	Wastewater Connection Fees
Date	Fund Number	Fund Title

Dept/Office/Division: Citrus County Utilities

Department Number	Account Number	From Amount	To Amount	Account Title
9601A	60080	5,320		Reserves
9601A	53100		5,320	Professional Services

Detailed Reason for Transfer:

Additional engineering services for Amendment 1 on CIP project U2019-03 Meadowcrest BMAP Upgrades, to include actuators requested by ops in specs.

Division Approval: Christina Malmberg Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2021.06.21 09:57:31-04'00' Date:

Department/Office Approval: Amy Jaggers "Acting" Date: 6-21-2021

Management & Budget Approval: Cpcott Date: 6.21.2021

Board Approval:

Attachment: BT071321 (13033 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

July 13, 2021 — **Date**

004 — **Fund Number**

Supervisor of Elections — **Fund Title**

Dept/Office/Division: Supervisor of Elections

Department Number	Account Number	From Amount	To Amount	Account Title
2441	54201	28,996		Postage
2440	56200		28,996	Buildings

Detailed Reason for Transfer:

Budget transfer needed due to SB90 requirements for an Audio/Visual System for the Canvassing Board Observor Room.

~~**Division Approval:**~~ ~~**Date:**~~

Department/Office Approval: Date: 6/22/21

Management & Budget Approval: cpcott Date: 6.22.2021

Board Approval:

Attachment: BT071321 (13033 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

July 13, 2021 — **Date**

001 General Fund — **Fund Number** **Fund Title**

Dept/Office/Division: Admin Services/Communication Svcs

Department Number	Account Number	From Amount	To Amount	Account Title
2101	53400	3,754		Other Contractual Services
2101	55200		575	Operating Supplies
2101	55270		1,325	Computer Accessories
2106	55270		1,854	Computer Accessories

Detailed Reason for Transfer:

The budget transfer will provide available funds for the Communications Department to acquire communications equipment and supplies.

Division Approval: *Prepared by Management & Budget* Date: 06/09/2021

Department/Office Approval: *Prepared by Management & Budget* Date: 06/09/2021

Management & Budget Approval: C/p cott Date: 6.24.2

Board Approval:

Attachment: BT071321 (13033 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

June 15, 2021	102	Transportation
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Public Works / Road Maintenance

Department Number	Account Number	From Amount	To Amount	Account Title
4102	53409	25,000		Other Contractual Service - Mowing
4102	55300		25,000	Road Materials

Detailed Reason for Transfer:

Transfer funds to supplement additional needs for the purchase various road materials, for example: asphalt, seed, sod, etc.

Division Approval: Date: 6/15/2021

Department/Office Approval: Date: 6/17/21

Management & Budget Approval: Date: 6-23-202

Board Approval:

Attachment: BT071321 (13033 : Budget Transfers)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Resolution
AGENDA DATE:	**July 13, 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 - Parks and Recreation, Aid to Libraries and Capital Improvement budgets.

Adopt - Aquatic Plant Control and the Inverness Airport T-Hangar vehicle parking, HAVA Elections Security and FDEP Sewer Connection Incentive grant budgets.

BUDGET IMPACT/FUNDING SOURCE:

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

As detailed on budget resolutions attached.

RECOMMENDED ACTION:

Adopt and authorize the Chairman to execute a resolution adopting/amending Parks and Recreation, Aid to Libraries, Capital Improvement, Aquatic Plant Control, Inverness Airport T-Hangar vehicle parking, HAVA Elections Security and FDEP Sewer Connection Incentive 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 13th day of July 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: 07-13-21res (13037 : 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: July 13, 2021

SUBJECT: Budget Amendment

The attached budget amendment appropriates funding necessary for the following:

1. Amend the Parks and Recreation budget recognizing auction proceeds for the replacement of the commercial stove for the Citrus County Community Kitchen located at the Resource Center.

2. Amend the Aid to Libraries budget recording the additional funds received from the State of Florida to purchase additional library books and publications and Library Services Budget which received a private donation through the Women of Sugarmill Woods organization. These funds need to be appropriated and will be used to purchase library books and publications.

3. Amend the Capital Improvement budget to record the reimbursement from the Health Department for security access system, a/c and duct work in the special needs trailer, trailer parking area and replacement flooring at the Lecanto Health Department and a generator at the Citrus Springs Community Center.

4. Adopt the Aquatic Plant Control grant budget by the Florida Fish and Wildlife Conservation Commission executed Task Assignment IP10 project providing funds for aquatic vegetation control in Citrus County waterway during the fiscal year 2021-2022 State fiscal year.

5. Adopt the Florida Department of Transportation Aviation Development grant budget providing funds for the design and construction of vehicle parking for the T-Hangars at the Inverness Airport.

6. Adopting the HAVA Elections Security grant budget providing funds for Elections security.

Attachment: 07-13-21res (13037 : Budget Resolution)

7. Adopting the Florida Development of Environmental Protection grant budget for the Citrus County Sewer Connection Incentive Program.

Attachment: 07-13-21res (13037 : Budget Resolution)

Exhibit A

001 GENERAL FUND

Amendment #		Account Number	Account Description	Amount
1	Revenues	001-364100	GOVDEALS - TAXABLE	$4,047
			Total Revenues	$4,047
1	Expenditures	001-6102-54605	EQUIPMENT MAINTENANCE	($9,488)
		001-6102-56400	MACHINERY & EQUIPMENT	$13,535
			Total Expenditures	$4,047

131 LIBRARIES

Amendment #		Account Number	Account Description	Amount
2	Revenues	131-366000	CONTRIBUTIONS(PRIVATE)	$1,200
			Total Revenues	$1,200
2	Expenditures	131-6212-55120	OFFICE/NON-CAP EQUIPMENT	$320
		131-6212-55200	OPERATING SUPPLIES	$551
		131-6212-56600	LIBRARY BOOKS-PUBLICATION	$329
			Total Expenditures	$1,200

131H STATE AID TO LIBRARIES

Amendment #		Account Number	Account Description	Amount
2	Revenues	131H-334710	AID TO LIBRARIES	$6,349
			Total Revenues	$6,349
2	Expenditures	131H-6212H-56600	LIBRARY BOOKS-PUBLICATION	$6,349
			Total Expenditures	$6,349

001 CAPITAL IMPROVEMENT PROG

Amendment #		Account Number	Account Description	Amount
3	Revenues	001-369961	REIMBURSEMENTS	$168,291
			Total Revenues	$168,291
3	Expenditures	001-2140-54604	MAINTENANCE - BUILDINGS	$18,827
		001-2140-56300	IMPROVE OTHER THAN BLDG	$14,475
		001-2140-56400	MACHINERY & EQUIPMENT	$134,989
			Total Expenditures	$168,291

150V AQUATIC PLANT CONTROL

Amendment #		Account Number	Account Description	Amount
4	Revenues	150V-343700	AQUATIC PLANT CONTROL	$990,000
			Total Revenues	$990,000
4	Expenditures	150V-6304V-51200	REGULAR SALARIES & WAGES	$95,000

Attachment: 07-13-21res (13037 : Budget Resolution)

Exhibit A

Amendment #		Account Number	Account Description	Amount
4	Expenditures	150V-6304V-52100	FICA TAXES	$6,500
		150V-6304V-52200	RETIREMENT CONTRIBUTIONS	$7,100
		150V-6304V-52300	LIFE & HEALTH INSURANCE	$23,400
		150V-6304V-52400	WORKERS' COMPENSATION	$25,000
		150V-6304V-53400	OTHER CONTRACTUAL SERV	$702,525
		150V-6304V-54000	TRAVEL & PER DIEM	$500
		150V-6304V-54921	ADVERTISING	$1,200
		150V-6304V-55205	UNIFORMS	$2,000
		150V-6304V-55500	TRAINING	$275
		150V-6304V-59100	TRANSFERS	$126,500
			Total Expenditures	$990,000

059J INV ARPT T-HANG VEH PRKIN

Amendment #		Account Number	Account Description	Amount
5	Revenues	059J-334410	STATE GRANT - AIRPORT DEV	$124,800
		059J-381001	TRANSFER - GENERAL FUND	$47,875
			Total Revenues	$172,675
5	Expenditures	059J-5782J-53100	PROFESSIONAL SERVICES	$35,848
		059J-5782J-56300	IMPROVE OTHER THAN BLDG	$136,827
			Total Expenditures	$172,675

004T HAVA- ELECTIONS SECURITY

Amendment #		Account Number	Account Description	Amount
6	Revenues	004T-331100	GEN GOV FED GRANTS	$140,147
			Total Revenues	$140,147
6	Expenditures	004T-5314T-53400	OTHER CONTRACTUAL SERV	$24,593
		004T-5314T-54612	COMPUTER MAINTENANCE	$2,301
		004T-5314T-54615	SOFTWARE MAINT/SUPPORT	$8,623
		004T-5314T-55270	COMPUTER ACCESSORIES	$745
		004T-5314T-55275	COMPUTER SOFTWARE	$14,706
		004T-5314T-56200	BUILDINGS	$64,259
		004T-5314T-56400	MACHINERY & EQUIPMENT	$24,920
			Total Expenditures	$140,147

450Z FL SPRG SEWER CONN INCENT

Amendment #		Account Number	Account Description	Amount
7	Revenues	450Z-334399	STATE GRANT OTHER PHY ENV	$703,000

Attachment: 07-13-21res (13037 : Budget Resolution)

Exhibit A

Amendment #		Account Number	Account Description	Amount
			Total Revenues	$703,000
7	*Expenditures*	450Z-9000Z-58200	DIST OF FUND TO OTHER ORG	$703,000
			Total Expenditures	$703,000

Attachment: 07-13-21res (13037 : Budget Resolution)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Release of Retainage ITB 20-002 – Crystal River Airport
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

The Board approved and executed the ITB #20-001, agreement between Citrus County and Mar-Con Construction, LLC., on February 13, 2020. The agreement amount was for $1,289,800 for the Crystal River Airport 10 Unit T-Hangar and Taxilane Project.

Staff has acknowledged that all work is complete and requests the Board of County Commissioners to accept and close out the Project, and release the retainage amount of to contractor, Mar-Con Construction, LLC.

The construction was completed $63,996.04 under the budgeted amount with the remaining cash match will be returned to the appropriate accounts.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

a. Accept the completed Project ITB# 20-002 Crystal River Airport 10 Unit T-Hangar and Taxilane Project.

b. Approve and authorize the Clerk's Office to release the retainage in the amount of $61,290.20 to the contractor, Mar-Con Construction, LLC., and return the remaining funds of $63,996.04 back to the appropriate accounts.

Final

APPLICATION FOR PAYMENT

PAGE ONE OF PAGES

APPLICATION NO: 12

X	OWNER	
X	ARCHITECT	
X	CONTRACTOR	
	LENDER	

TO (OWNER):..... Citrus County Board of County Commissioners
3600W Sovereign Path
Lecanto, Fla. 34461

FROM (CONTRACTOR):..... *MARBEK Construction Co.*
614 E Hwy 50 Ste 324
Clermont, Fla. 34711

CONTRACT FOR: ..... *Crystal River Airport T-Hangar*

PROJECT NO:

Engineer: Hanson Professional Services

PERIOD TO: 5/30/2021

CONTRACT DATE: 3/13/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders Approved in previous months by Owner TOTAL		ADDITIONS	DEDUCTIONS
Approved this Month			
Number	Date Approved		
TOTALS		$ -	$ -
Net change 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 the work for which previous certificates have been issued for payments received form the owner and the current payment shown herin is now due

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet is attached

1.	**ORIGINAL CONTRACT SUM**	$ 1,289,800.00
2.	**Net change by Change Orders**	$ -
3.	**CONTRACT SUM TO DATE** (Line 1+ 2)	$ 1,289,800.00
4.	**TOTAL COMPLETED & STORED TO DATE** (Column G on Continuation)	$ 1,225,803.96
5.	**RETAINAGE:**	
	a. 0 % of Comp Work $ (Column D + E on Continuation)	$ -
	b. 10 % of Stored Materia $	$ -
	Total Retainage (Line 5a + 5b or Total in Column I of Continuation)	$ -
6.	**TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)	$ 1,225,803.96
7.	**LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)	$ 1,164,513.76
8.	**CURRENT PAYMENT DUE**	$ 61,290.20
9.	**BALANCE TO FINISH, PLUS RETAINAGE**	$ 63,996.04

CONTRACTOR:

By: Date: 6/3/2021

ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect Certifies to the owner that to the best of the Architects 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..... $ 61,290.20

(Attach explanation if amount differs from the amount applied for)

Architect:

By: Blake Stafford Date 6-7-21

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 or Contractor

Quincy D. Wylupek

Digitally signed by Quincy D. Wylupek
Date: 2021.06.07 17:08:51 -04'00'

Notary Public State of Florida
Benjamin Schultz
My Commission GG 205162
Expires 04/09/2022

Attachment: Pay App #12 final rel. of ret (12988 : Release of Retainage ITB 20-002 – Crystal River Airport)

MARBEK Construction Co.

Date: 6/3/2021
Application 12 Final
Period From 5/17/2021
Period To: 5/30/2021

Application for Payment

Project: Crystal River Airport T-Hangar
Engineer: Hanson Professional Services

A		B	C	D	E	F	G	H	I
ITEM	SPEC REF	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK PREVIOUS APPLICATION (D+E)	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D&E)	TOTAL COMPLETED AND STORED TO DATE	PERCENT COMPLETE % (C/G)	BALANCE TO FINISH (C-G)
1	P-101-2.1	Mobilization	$ 69,889.48	$ 69,889.48	$ -	$ -	$ 69,889.48	100%	$ -
2	P-151-4.1	Clearing and Grubbing	$ 10,754.87	$ 10,754.87	$ -	$ -	$ 10,754.87	100%	$ -
3	P-152-4.1	Unclassified Excavation	$ 32,068.00	$ 32,068.00	$ -	$ -	$ 32,068.00	100%	$ -
4	P-156.5.1a	Install and Remove Silt F	$ 1,393.70	$ 1,393.70	$ -	$ -	$ 1,393.70	100%	$ -
5	P-156.5.1b	Temp Inlet Protection	$ 1,187.46	$ 1,187.46	$ -	$ -	$ 1,187.46	100%	$ -
6	P-156.5.1c	Soil Tracking Devices	$ 2,419.02	$ -	$ -	$ -	$ -	0%	$ -
7	P-160-5.1	Subgrade Stabilization	$ 37,999.00	$ 37,999.00	$ -	$ -	$ 37,999.00	100%	$ -
8	P-211-5.1	Limerock Base Course 6	$ 30,932.40	$ 30,932.40	$ -	$ -	$ 30,932.40	100%	$ -
9	FDOT 334	Bitumious Surface SP 12.5 Level C	$ 24,874.50	$ 24,057.20	$ -	$ -	$ 24,057.20	97%	$ -
10	P-602.5.1	Bituminous Prime Cours	$ 2,864.25	$ 2,864.25	$ -	$ -	$ 2,864.25	100%	$ -
11	P-610-5.1	Conc Sidewalk 4"	$ 8,800.80	$ 7,670.59	$ -	$ -	$ 7,670.59	87%	$ -

Attachment: Pay App #12 final rel. of ret (12988 : Release of Retainage ITB 20-002 – Crystal River Airport)

12	P-620-5.1-1	Temp Ptd Pavement MRK w/o reflect media	$ 1,021.65	$ 1,918.20	$ -	$ -	$ 1,918.20	188%	$ -
13	P-620-5.1-2	Perm Ptd Pavement MRK w/o reflect media	$ 5,921.40	$ 3,836.40	$ -	$ -	$ 3,836.40	65%	$ -
14	P-620-5.1-3	Perm Ptd Pavement MRK w reflect media	$ 2,960.70	$ 1,918.20	$ -	$ -	$ 1,918.20	65%	$ -
15	F-162-5.2	24 Ft Double Swing Gate 6' w barb wire	$ 4,800.00	$ 4,800.00	$ -	$ -	$ 4,800.00	100%	$ -
16	D-751-5.	Adj Exist Inlet Rim	$ 2,061.08	$ 2,061.08	$ -	$ -	$ 2,061.08	100%	$ -
17	T-904-5.1	Sod	$ 10,902.00	$ 11,167.44	$ -	$ -	$ 11,167.44	102%	$ -
18	SP-01.1	Grout Pipe Installation	$ 20,520.40	$ 19,679.40	$ -	$ -	$ 19,679.40	96%	$ -
19	SP-01.2	Pressure Grouting	$ 59,292.00	$ 59,292.00	$ -	$ -	$ 59,292.00	100%	$ -
20	SP-03	Safety/Security/Maint of Airfield Operations	$ 9,573.63	$ 9,573.63	$ -	$ -	$ 9,573.63	100%	$ -
21	133419	10 Unit T-Hangar							
		General Conditions	$ 87,892.78	$ 87,892.78	$ -	$ -	$ 87,892.78	100%	$ -
		Bond	$ 20,498.00	$ 20,498.00	$ -	$ -	$ 20,498.00	100%	$ -
		Survey / Layout	$ 12,500.00	$ 12,500.00	$ -	$ -	$ 12,500.00	100%	$ -
		Excavate for Grouting	$ 19,200.00	$ 19,200.00	$ -	$ -	$ 19,200.00	100%	$ -

		Partitions	$ 17,940.00	$ 17,940.00	$ -	$ -	$ 17,940.00	100%	$ -
		Concrete	$ 131,625.00	$ 131,625.00	$ -	$ -	$ 131,625.00	100%	$ -
		Hydraulic Door Eng.	$ 35,125.00	$ 35,125.00	$ -	$ -	$ 35,125.00	100%	$ -
		Hydraulic Doors	$ 71,315.00	$ 71,315.00	$ -	$ -	$ 71,315.00	100%	$ -
									$ -
		Door Install	$ 25,860.00	$ 25,860.00	$ -	$ -	$ 25,860.00	100%	$ -
		Insulation	$ 11,880.00	$ 11,880.00	$ -	$ -	$ 11,880.00	100%	$ -
		Pre-Eng Mtl Bldg	$ 141,222.88	$ 141,222.88	$ -	$ -	$ 141,222.88	100%	$ -
		Building Erection	$ 82,680.00	$ 82,680.00	$ -	$ -	$ 82,680.00	100%	$ -
		Plumbing	$ 18,800.00	$ 18,800.00	$ -	$ -	$ 18,800.00	100%	$ -
		Electrical	$ 166,575.00	$ 163,000.00	$ -	$ -	$ 163,000.00	98%	$ -
22	SP-1.13b	Gopher Tortoise Rel.	$ 5,250.00	$ -	$ -	$ -	$ -	0%	$ -
23	SP-1.13a	Gopher Tortoise Survey	$ 1,200.00	$ 1,200.00	$ -	$ -	$ 1,200.00	100%	$ -
24	NA	Contingency	$ 100,000.00	$ 52,002.00	$ -	$ -	$ 52,002.00	52%	$ -
		BASE CONTRACT TOTAL:	$ 1,289,800.00	$ 1,225,803.96	$ -	$ -	$ 1,225,803.96		$ -

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

Bond No. 3235503

TO OWNER:
(Name and address)

Citrus County a Political Subdivision of the State of Florida
3600 W. Sovereign Path, #266
Lecanto, FL 34461

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Construction

CONTRACT DATED: February 13, 2020

PROJECT:
(Name and address)

ITB 20-001 Crystal River Airport 10 Unit T-Hangar and Taxilane Project, 718 N. Lindberg Ter., Crystal River, FL 34429

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Great American Insurance Company
301 East Fourth Street
Cincinnati, OH 45202

, SURETY,

on bond of
(Insert name and address of Contractor)

MAR-CON Construction, LLC dba MARBEK Construction Co.
614 E. Hwy 50, Ste 324
Clermont, FL 34711

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

Citrus County a Political Subdivision of the State of Florida
3600 W. Sovereign Path, #266
Lecanto, FL 34461

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: June 7, 2021
(Insert in writing the month followed by the numeric date and year.)

Great American Insurance Company
(Surety)

By:
(Signature of authorized representative)

Kevin Wojtowicz — Attorney-in-Fact and Florida Licensed Resident Agent
(Printed name and title)

Surety Phone No. 513-369-5000

Attest:
(Seal): Eileen Heard, Witness

G707—1994

Attachment: Bond FINAL CONSENT 3235503 Citrus co Crystal river T hangar FCP CONSENT (12988 : Release of Retainage ITB 20-002 – Crystal

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 21600

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
KEVIN WOJTOWICZ	ALL OF	ALL
EILEEN C. HEARD	ST. PETERSBURG, FLORIDA	$100,000,000
JESSICA P. RENO		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of FEBRUARY, 2021.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 9TH day of FEBRUARY, 2021, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 9th day of January 2021.

Assistant Secretary

S1029AH (03/20)

Attachment: Bond FINAL CONSENT 3235503 Citrus co Crystal river T hangar FCP CONSENT (12988 : Release of Retainage ITB 20-002 – Crystal

ACCOUNTING PERIODS: 1/21 THRU 9/21

(INACTIVE ACCOUNTS INCLUDED)
SELECTION CRITERIA: genledgr.fund='060K' genledgr.account like '205%'
TOTALED ON: FUND,ACCOUNT,PERIOD

FUND - 060K - CR ARPT BUILD/TAXILANE PR

ACCOUNT	DATE	T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION	NET
205194	RTG-MAR-CON-CR T-HANGERS					.00	BEGINNING BALANCE	
	09/30/20	19-1	NEW YEAR			43,510.91	BEGINNING BALANCE	
	TOTAL PERIOD 1				.00	43,510.91		43,510.91
	11/17/20	21-2	V140726	12061 MAR-CON CONSTRUCTI		14,141.21	5 RET 11/5/20	
	TOTAL PERIOD 2				.00	14,141.21		14,141.21
	01/14/21	21-4	V141618	12061 MAR-CON CONSTRUCTI		16,128.01	6 RET 12/18/20	
	TOTAL PERIOD 4				.00	16,128.01		16,128.01
	02/24/21	21-5	V142356	12061 MAR-CON CONSTRUCTI		8,374.61	7 RET 1/30/21	
	TOTAL PERIOD 5				.00	8,374.61		8,374.61
	03/22/21	21-6	V142832	12061 MAR-CON CONSTRUCTI		22,207.56	8 RET 2/28/21	
	TOTAL PERIOD 6				.00	22,207.56		22,207.56
	05/05/21	21-8	V143405	12061 MAR-CON CONSTRUCTI		11,040.33	9 RET 81414	
	TOTAL PERIOD 8				.00	11,040.33		11,040.33
	06/03/21	21-9	V143836	12061 MAR-CON CONSTRUCTI		3,588.89	11 RET 81414	
	06/09/21	21-9	V143910	12061 MAR-CON CONSTRUCTI	57,701.31		10 REL RET 81414	
	TOTAL PERIOD 9				57,701.31	3,588.89		-54,112.42
TOTAL	RTG-MAR-CON-CR T-HANGERS					61,290.21		
TOTAL	CR ARPT BUILD/TAXILANE PR				.00	61,290.21		
TOTAL REPORT					.00	61,290.21		

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

Attachment: genaudit_25554 (12988 : Release of Retainage ITB 20-002 – Crystal River Airport)

AGENDA MEMORANDUM

FROM:	Craig Stevens, Fire Chief
SUBJECT:	Med-Trans Florida COPCN
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

Med-Trans Florida is requesting a Certificate of Public Convenience and Necessity (COPCN) to provide Advanced Air Life Support in Citrus County. Med-Trans Florida has completed its application pursuant to Citrus County Code of Ordinances Section 38-21. The application has been reviewed and approved by Fire Rescue and the County pursuant to the Code. It is recommended that the COPCN be issued to expire on September 30, 2026.

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 a Certificate of Public Convenience and Necessity to Med-Trans Florida for Advanced Air Life Support service in Citrus County. This Certificate of Public Convenience and Necessity shall be valid until September 30, 2026.

Proof of Publication

from the

CITRUS COUNTY CHRONICLE

Crystal River, Citrus County, Florida

PUBLISHED DAILY

STATE OF FLORIDA
COUNTY OF CITRUS

Before the undersigned authority personally appeared

Theresa Holland and/or Mary Ann Naczi and/or Tonya Knight and/or Jeanne Ethridge

Of the Citrus County Chronicle, a newspaper published daily at Crystal River, in Citrus County, Florida, that the attached copy of advertisement being a public notice in the matter of the Court,

1440-0502 SUCRN PUBLIC NOTICE NOTICE IS HEREBY GIVEN as required by Citrus County Ordinance Chapter 38-21(c) (2) (b), notice shall be provided to the public that Med-Trans Florida has applied for issuance of their Certificate of Public Conve

was published in said newspaper in the issues of

May 2nd, 2021.

Affiant further says that the Citrus County Chronicle is a Newspaper published at Crystal River in said Citrus County, Florida, and that the said newspaper has heretofore been continuously published in Citrus County, Marion County and Levy County, Florida, each week and has been entered as second class mail matter at the post office in Inverness in said Citrus County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Jeanne Ethridge

The forgoing instrument was acknowledged before me.

This 3Rd day of May 2021

By: Theresa Holland and/or Mary Ann Naczi and/or Tonya Knight and/or Jeanne Ethridge
who appeared by (X) means of physical presence or ( ) via online notarization.

Notary Public Maria A Parks

MARIA A. PARKS
Commission # HH 099773
Expires April 20, 2025
Bonded Thru Budget Notary Services

1440-0502 SUCRN
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN as required by Citrus County Ordinance Chapter 38-21(c) (2) (b), notice shall be provided to the public that Med-Trans Florida has applied for issuance of their Certificate of Public Convenience and Necessity to provide advanced air life support in Citrus County, Florida. Further information on the application is available through Citrus County Fire Rescue. Any interested person who may be substantially affected by the proposed operation may, within 30 days of publication, file a written objection to the application, specifying the reason therefore, with Citrus County Fire Rescue; 3600 W. Sovereign Path Suite 141; Lecanto, FL 34461.

Si necesita un traductor de espanol por favor haga arreglos con el Condado dentro de dos dias de la notification de la publicacion 352-527-5370.

English Translation: (If you need a Spanish Translator please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370).

Published May 2, 2021

Attachment: Med-Trans publication (12982 : Med-Trans Florida COPCN)

CITRUS COUNTY
DEPARTMENT OF FIRE RESCUE
APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR EMERGENCY MEDICAL TRANSPORTATION

STATEMENTS AND MATERIALS SUBMITTED WILL BE SUBJECT TO VERIFICATION

CLASSIFICATION OF CERTIFICATE REQUESTED

Basic Life Support – Ground ☐

Advanced Life Support – Ground ☐

Basic Life Support – Air ☐

Advanced Life Support – Air ☑

TYPE OF APPLICATION

New ☑

Renewal ☐

DATE OF APPLICATION

March 29, 2021

TYPE OF OWNERSHIP

Private ☑ Governmental ☐ Volunteer ☐ Not-for-Profit ☐

BUSINESS NAME, ADDRESS & PHONE NUMBER

Med-Trans Florida
2535 Rescue Way
Brooksville, FL 34604

PRESIDENT/CEO

Rob Hamilton - President

A. NAMES, BUSINESS ADDRESSES AND EXPERIENCE OF BOTH THE OPERATOR AND THE OWNER OF THE PROPOSED SERVICE. IF EITHER THE OWNER OR OPERATOR ARE PART OF A CORPORATE ENTITY, THE NAMES AND ADDRESSES OF THE DIRECTORS, OFFICERS AND CONTROLLING SHAREHOLDERS OF SUCH CORPORATIONS MUST BE PROVIDED.

Med-Trans is a leading national medical transport provider, focused on establishing professional relationships with leading health systems, medical centers, and EMS agencies. Med-Trans offers a broad range of solutions to help its partners achieve successful patient outcomes. With relationships in 26 states and operations from more than 90 base locations, more than 1,200 Med-Trans team members make a difference every day in the lives and communities they serve. Med-Trans and UF Health have a partnership in Florida with eight locations DBA ShandsCair and and Trauma One where UF Health provides the dispatch, clinical staff, and medical direction of the program.

Opertaor - Med-Trans Corporation, 2200 Westcourt Rd, Denton, TX 76207
Rob Hamilton, President

Sole Shareholder - Air Medical Group Holdings, 6363 S Fiddlers Green Circle, 14th floor, Greenwood Village, CO 80111
Randy Owen, CEO
Edward Van Horne, COO

Attachment: Citrus CO COPCN Application (12982 : Med-Trans Florida COPCN)

CITRUS COUNTY
DEPARTMENT OF FIRE RESCUE
APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR EMERGENCY MEDICAL TRANSPORTATION

B. **LEVEL OF SERVICE, AS DESCRIBED IN SUBSECTION (2) OF CITRUS COUNTY CODE OF ORDINANCES CHAPTER 38 EMERGENCY SERVICES ARTICLE II EMERGENCY MEDICAL TRANSPORATION SERVICES SECTION 38-21 CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR EMERGENCY MEDICAL TRANSPORTATION.**

Advanced Life Support interfacility and scene response via air transport - rotorwing

C. **A STATEMENT DESCRIBING, WITH REASONABLE CERTAINTY, THE GEOGRAPHICAL AREA PROPOSED TO BE SERVED.**

Geographical area is all of Citrus County as requested by the 911 dispatch center and all hospitals in Citrus County requesting service.

D. **A STATEMENT OF FACTS SHOWING THE DEMAND OR NEED FOR THE PROPOSED SERVICE.**

Whereas air medical transport is a specialized service reserved for the most critical of patients needing emergent interfacility transport to a tertiary care center or rapid scene transport to a trauma, stroke, or other specialty center. The need and/or demand is demonstrated by Citrus County residents being a great distance from a trauma center, comprehensive stroke center, pediatric specialty resource center or other comprehensive tertiary care center. The distances by ground to these specialty resource centers is greater than established standards of "the golden hour", door to needle times, door to balloon times, and other metrics used for determine morbidity and mortality. Med-Trans Florida will, when requested by Citrus County or a transferring facility, respond to provide critical needed services to the citizens of Citrus County to help reduce the out of hospital times, morbidity, and mortality for critical patients requiring specialty services not provided by closer facilities.

Attachment: Citrus CO COPCN Application (12982 : Med-Trans Florida COPCN)

CITRUS COUNTY
DEPARTMENT OF FIRE RESCUE
APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR EMERGENCY MEDICAL TRANSPORTATION

E. **A DESCRIPTION OF EACH VEHICLE TO BE USED IN THE APPLICANT'S OPERATIONS, INCLUDING THE MAKE, MODEL, MILEAGE, ALL VEHICLE IDENTIFICATION AND REGISTRATION NUMBERS.**

Bell 407, tail number N911WA, year - 1998, Air Ambulance permit #1998

F. **VERIFICATION THAT ALL OF THE STAFFING REQUIREMENTS OF THIS ARTICLE AND OF STATE LAW WILL BE MET. SUCH VERIFICATION MAY REQUIRE SUBMITTAL OF THE NAMES, ADDRESSES, AND CERTIFICATION OF ALL PERSONNEL TO BE EMPLOYED.**

Air medical aircraft are staffed by an FAA licensed pilot, a Critical Care Nationally Registered Paramedic, and a Critical Care nurse licensed in the state of Florida. All crew meet the state of Florida Air Ambulance licensure requirements.

G. **THE ADDRESS AND DESCRIPTION OF EACH OF THE LOCATIONS FROM WHICH THE APPLICANT WILL OPERATE, AND THE HOURS OF OPERATION AND STAFFING THAT IS PROPOSED FOR EACH LOCATION.**

Med-Trans Florida
2535 Rescue Way
Brooksville, FL 34604
Brooksville Airport
Operate 24 x 7 x 365
staffing - pilot, nurse, and paramedic

H. **A PROPOSED SCHEDULE OF RATES, FARES AND CHARGES, IF ANY**

Base rate $29,940, miles 0-49 $319 per mile, 50-79 miles $265 per mile, 80-99 miles $187 per mile, 100+ $180 We bill and collect from the patient and/or patients insurance for transport. We have a very compassionate billing and collections process.

Attachment: Citrus CO COPCN Application (12982 : Med-Trans Florida COPCN)

CITRUS COUNTY
DEPARTMENT OF FIRE RESCUE
APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR EMERGENCY MEDICAL TRANSPORTATION

I. **AN AGREEMENT BY THE APPLICANT TO COMPLY WITH ALL APPLICABLE STATE AND COUNTY LAWS AND REGULATIONS.**

Med-Trans Florida agrees to comply with all applicable state and county laws and regulations.

J. **SUCH OTHER REASONABLE INFORMATION AS MAY BE REQUIRED BY THE DEPARTMENT, INCLUDING VERIFICATION OF FINANCIAL RESPONSIBILITY.**

See attached

ATTACH THE FOLLOWING COMPLETED DOCUMENTS WITH THE APPLICATION:

VEHICLE ROSTER ☑

PERSONNEL ROSTER ☑

INSURANCE VERIFICATION ☑

Attachment: Citrus CO COPCN Application (12982 : Med-Trans Florida COPCN)

CITRUS COUNTY FIRE RESCUE

Administration Office

3600 W. Sovereign Path, Suite 141, Lecanto, FL 34461
Phone: 352-527-5406 | Fax: 352-527-5404
Email: FireInfo@CitrusCountyFire.com | Website: www.CitrusCountyFire.com

April 22, 2021

Florida Health Sciences Center, Inc.
d/b/a Tampa General Hospital, Aeromed
PO Box 1289
Tampa, FL 33601

To Whom It May Concern,

Med-Trans Florida has submitted application to Citrus County, Florida to obtain a Certificate of Public Convenience and Necessity to provide advanced air life support to all Citrus County as needed. In accordance with Citrus County Code of Ordinances Chapter 38-21(c) (2) (a) (b), it is a requirement that my office provide notice to any provider, at any of the levels of service proposed, who are serving any part of the route proposed to be served by the applicant within Citrus County that Med-Trans Florida proposes to operate.

You will have 30 days from the date of this notification to provide comment regarding the issuance of this certificate. If you have no objection to the issuance, no response is necessary. No response from your agency will indicate that you do not object to the issuance. If you have any questions or comments, please feel free to contact me at (352)527-5406.

Respectfully,

Craig Stevens
Fire Chief

Attachment: AeroMed Notification (12982 : Med-Trans Florida COPCN)

CITRUS COUNTY FIRE RESCUE

Administration Office

3600 W. Sovereign Path, Suite 141, Lecanto, FL 34461
Phone: 352-527-5406 | Fax: 352-527-5404
Email: FireInfo@CitrusCountyFire.com | Website: www.CitrusCountyFire.com

April 22, 2021

Rocky Mountain Holdings, LLC
d/b/a Air Life Florida
ATTN: Wendy Williams
2535 Rescue Way
Brooksville, FL 34604

To Whom It May Concern,

Med-Trans Florida has submitted application to Citrus County, Florida to obtain a Certificate of Public Convenience and Necessity to provide advanced air life support to all Citrus County as needed. In accordance with Citrus County Code of Ordinances Chapter 38-21(c) (2) (a) (b), it is a requirement that my office provide notice to any provider, at any of the levels of service proposed, who are serving any part of the route proposed to be served by the applicant within Citrus County that Med-Trans Florida proposes to operate.

You will have 30 days from the date of this notification to provide comment regarding the issuance of this certificate. If you have no objection to the issuance, no response is necessary. No response from your agency will indicate that you do not object to the issuance. If you have any questions or comments, please feel free to contact me at (352)527-5406.

Respectfully,

Craig Stevens
Fire Chief

Attachment: Air Life Florida Notification (12982 : Med-Trans Florida COPCN)

CITRUS COUNTY FIRE RESCUE

Administration Office

3600 W. Sovereign Path, Suite 141, Lecanto, FL 34461
Phone: 352-527-5406 | Fax: 352-527-5404
Email: FireInfo@CitrusCountyFire.com | Website: www.CitrusCountyFire.com

April 22, 2021

Ken Frink, City Manager
City of Crystal River
123 NW Hwy. 19
Crystal River, FL 34428

Dear Mr. Frink,

Med-Trans Florida has submitted application for advanced life support air transportation to Citrus County, Florida to obtain a Certificate of Public Convenience and Necessity. In accordance with Citrus County Code of Ordinances Chapter 38-21(c) (2) (a) (b), it is a requirement that my office provide notice to any city within Citrus County that Med-Trans Florida proposes to operate.

You will have 30 days from the date of this notification to provide comment regarding the issuance of this certificate. If you have no objection to the issuance, no response is necessary. No response from your agency will indicate that you do not object to the issuance. If you have any questions or comments, please feel free to contact me at (352)527-5406.

Respectfully,

Craig Stevens
Fire Chief

Attachment: City of Crystal River Notification (12982 : Med-Trans Florida COPCN)

CITRUS COUNTY FIRE RESCUE

Administration Office

3600 W. Sovereign Path, Suite 141, Lecanto, FL 34461
Phone: 352-527-5406 | Fax: 352-527-5404
Email: FireInfo@CitrusCountyFire.com | Website: www.CitrusCountyFire.com

April 22, 2021

Eric Williams, City Manager
City of Inverness
212 W. Main St.
Inverness, FL 34450

Dear Mr. Williams,

Med-Trans Florida has submitted application for advanced life support air transportation to Citrus County, Florida to obtain a Certificate of Public Convenience and Necessity. In accordance with Citrus County Code of Ordinances Chapter 38-21(c) (2) (a) (b), it is a requirement that my office provide notice to any city within Citrus County that Med-Trans Florida proposes to operate.

You will have 30 days from the date of this notification to provide comment regarding the issuance of this certificate. If you have no objection to the issuance, no response is necessary. No response from your agency will indicate that you do not object to the issuance. If you have any questions or comments, please feel free to contact me at (352)527-5406.

Respectfully,

Craig Stevens
Fire Chief

Attachment: City of Inverness Notification (12982 : Med-Trans Florida COPCN)

CITRUS COUNTY FIRE RESCUE

Administration Office

3600 W. Sovereign Path, Suite 141, Lecanto, FL 34461
Phone: 352-527-5406 | Fax: 352-527-5404
Email: FireInfo@CitrusCountyFire.com | Website: www.CitrusCountyFire.com

April 22, 2021

Med-Trans Corporation
d/b/a ShandsCair 2
PO Box 100332
Gainesville, FL 32610

To Whom It May Concern,

Med-Trans Florida has submitted application to Citrus County, Florida to obtain a Certificate of Public Convenience and Necessity to provide advanced air life support to all Citrus County as needed. In accordance with Citrus County Code of Ordinances Chapter 38-21(c) (2) (a) (b), it is a requirement that my office provide notice to any provider, at any of the levels of service proposed, who are serving any part of the route proposed to be served by the applicant within Citrus County that Med-Trans Florida proposes to operate.

You will have 30 days from the date of this notification to provide comment regarding the issuance of this certificate. If you have no objection to the issuance, no response is necessary. No response from your agency will indicate that you do not object to the issuance. If you have any questions or comments, please feel free to contact me at (352)527-5406.

Respectfully,

Craig Stevens
Fire Chief

Attachment: ShandsCair 2 Notification (12982 : Med-Trans Florida COPCN)

CITRUS COUNTY FIRE RESCUE

Administration Office

3600 W. Sovereign Path, Suite 141, Lecanto, FL 34461
Phone: 352-527-5406 | Fax: 352-527-5404
Email: FireInfo@CitrusCountyFire.com | Website: www.CitrusCountyFire.com

June 8, 2021

Chairman Scott Carnahan
Citrus County Board of County Commissioners
110 N. Apopka Ave.
Inverness, FL 34450

RE: Med-Trans Florida COPCN

Dear Chairman Carnahan,

In accordance with the Citrus County Code of Ordinances Section 38-21, I have reviewed and verified the application from Med-Trans Florida for issuance of a Certificate of Public Convenience and Necessity for advanced air life support. It is my recommendation that the Board of County Commissioners approve this certificate to include Advanced Life Support (ALS) air transport ambulance service to be valid for five (5) years with an expiration date of September 30, 2026.

Should you have any questions, please do not hesitate to call.

Sincerely,

Craig Stevens
Fire Chief

Attachment: Board recommendation (12982 : Med-Trans Florida COPCN)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/18/2021

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
Aon Risk Services Central, Inc.
Philadelphia PA Office
One Liberty Place
1650 Market Street
Suite 1000
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURED
Med Trans Corporation
2535 Rescue Way
Brooksville FL 34604 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	Indemnity Insurance Co of North America	43575
INSURER C:	ACE Fire Underwriters Insurance Co.	20702
INSURER D:	Lloyd's Syndicate No. 2623	AA1128623
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570087931114 **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:			XSLG7248194A SIR applies per policy terms & conditions	03/31/2021	03/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR/Deductible	$2,750,000 $100,000 $2,750,000 $5,000,000 $2,750,000 $250,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLRC67819299 AOS	03/31/2021	03/31/2022	X PER STATUTE [ ] OTH-ER	
A				WLRC67819251 CA, MA	03/31/2021	03/31/2022	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D	E&O-PL-XS			W1B173210601 Professional Liability SIR applies per policy terms & conditions	03/31/2021	03/31/2022	Per Claim Aggregate SIR	$10,000,000 $10,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Citrus County, Florida is included as additional insured with respects to the General Liability and Professional Liability policies. A waiver of subrogation applies in favor of the certificate holder for the policies shown above.

CERTIFICATE HOLDER

Citrus County, Florida
a political subdivision of the State
of Florida
3600 W. 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

Aon Risk Services Central, Inc.

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Attachment: Med Florida (12982 : Med-Trans Florida COPCN)

AGENCY CUSTOMER ID: 570000073826
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Med Trans Corporation
POLICY NUMBER: See Certificate Number: 570087931114	
CARRIER: See Certificate Number: 570087931114 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		SCFC67819330 WI Paid Loss Retro	03/31/2021	03/31/2022		
A		N/A		WCUC67819378 OH-SIR SIR applies per policy terms & conditions	03/31/2021	03/31/2022		

Attachment: Med Florida (12982 : Med-Trans Florida COPCN)

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I have added GL and WC insurance to the agenda item.

Attachment: Insurance (12982 : Med-Trans Florida COPCN)

Included aircraft insurance for the helicopter

Attachment: Aircraft Insurance (12982 : Med-Trans Florida COPCN)

CERTIFICATE OF AIRCRAFT INSURANCE

DATE(MM/DD/YYYY) 06/24/2021

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 Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	**CONTACT NAME:** **PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105 **E-MAIL ADDRESS:** **PRODUCER CUSTOMER ID #:** 570000073826
INSURED Global Medical Response, inc. see Addendum for Complete Named Insured 2535 Rescue Way Brooksville FL 34604 USA	**INSURER(S) AFFORDING COVERAGE** / **%** / **NAIC #** **INSURER A:** Starr Indemnity & Liability Company / 36 / 38318 **INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

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**

POLICY INFORMATION **CERTIFICATE NUMBER:** 570088032550 **REVISION NUMBER:**

POLICY TYPE						LINE OF BUSINESS SUBCODE									
	INDUSTRIAL AID		PLEASURE & BUS		COMMERCIAL	X	AIRPLANE	X	HELICOPTER		MIXED FLEET		EXCESS		QUOTA SHARE
	NON-OWNED	X	As Endorsed Hereon				LIABILITY ONLY	X	HULL & LIABILITY		HULL ONLY				

AIRCRAFT INFORMATION ☐ **ACCORD 333, Aircraft Schedule Attached**

YEAR	MAKE	MODEL	SERIAL NUMBER	REGISTRATION NUMBER

TERRITORY :

AIRCRAFT COVERAGES

INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED ? (Y/N)	SUBROGATION WAIVED? (Y/N)
A	SASICOM6000562011	09/01/2020	09/01/2021	Y	Y

COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
AIRCRAFT HULL					
AIRCRAFT LIABILITY	X CSL	$50,000,000	EA OCC EA PASS		EA PER AGGR
MEDICAL PAYMENTS	X INCLUDING CREW EXCLUDING CREW	$25,000	EA PER		

COVERAGE CODE	COVERAGE DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO

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

The Certificate Holder is included as an Additional Insured on liability coverage(s), but only with respect to operations of the Named Insured.
The Company hereby waives it rights of subrogation against the Certificate Holder as respects loss or damage arising under Physical Damage coverage as set forth under this policy.

CERTIFICATE HOLDER	CANCELLATION
Citrus County, Florida a political subdivision of the State of Florida 3600 W. Sovereign Path Suite 180 Lecanto FL 34461 USA	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 Central, Inc.*

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Attachment: Aircraft COI (12982 : Med-Trans Florida COPCN)

AGENCY CUSTOMER ID: 570000073826
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Global Medical Response, inc.
POLICY NUMBER See Certificate Number: 570088032550	
CARRIER See Certificate Number: 570088032550 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 21 **FORM TITLE:** Certificate of Aircraft Insurance

Insurer

(1) Starr Indemnity and Liability Ins Co Through Starr Aviation Agency, Inc (Lead 36%)
(2) Air Centurion Insurance Services, LLC on Behalf of Falls Lake National Insurance Company (25.5%)
(3) Allianz Global Risks US Insurance Company Through Allianz Global Corporate and Specialty (20%)
(4) National Union Fire Insurance Co. of Pittsburgh, PA Through AIG Aerospace Insurance Services (10%)
(5) Great American Insurance Company (8.5%)

Attachment: Aircraft COI (12982 : Med-Trans Florida COPCN)

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Global Medical Response, inc.
POLICY NUMBER: See Certificate Number: 570088032550	
CARRIER: See Certificate Number: 570088032550 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 21 **FORM TITLE:** Certificate of Aircraft Insurance

Other Coverages/Conditions/Remarks

Geographical Area or Limit of Policy Coverage: Worldwide
Aircraft Registration Number(s): All scheduled aircraft owned or operated by the Insured.

ANY INSURANCE EVIDENCED HEREIN THAT IS EXTENDED BEYOND COVERAGE PROVIDED TO THE NAMED INSURED SHALL NOT APPLY TO, AND NO PERSON OR ORGANIZATION TO WHOM SUCH EXTENDED COVERAGE APPLIES SHALL BE INSURED FOR BODILY INJURY OR PROPERTY DAMAGE WHICH ARISES FROM THE DESIGN, MANUFACTURE, MODIFICATION, REPAIR, SALE, OR SERVICING OF THE AIRCRAFT, AIRCRAFT PARTS, OR ANY OTHER PRODUCT BY THAT PERSON OR ORGANIZATION.

THIS CERTIFICATE DOES NOT CHANGE IN ANY WAY THE ACTUAL COVERAGES PROVIDED BY THE POLICY(IES) SPECIFIED ABOVE.

Attachment: Aircraft COI (12982 : Med-Trans Florida COPCN)

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AGENCY CUSTOMER ID: 570000073826
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Global Medical Response, inc.
POLICY NUMBER	
See Certificate Number: 570088032550	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570088032550	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 21 **FORM TITLE:** Certificate of Aircraft Insurance

Named Insured

GLOBAL MEDICAL RESPONSE, INC. (FKA AIR MEDICAL GROUP HOLDINGS, INC.), AIR MEDICAL GROUP HOLDINGS, LLC AND AS MORE FULLY ENDORSED, INCLUDING MED-TRANS CORPORATION

Attachment: Aircraft COI (12982 : Med-Trans Florida COPCN)

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Certificate of Public Convenience and Necessity

Citrus County Board of County Commissioners

Hereby Grants

Med-Trans Florida

Permission to Provide

Advanced Life Support - Air

Scott Carnahan, Chairman

September 30, 2026
Expires

Attachment: Med-Trans Florida COPCN 2021 (12982 : Med-Trans Florida COPCN)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Old Homosassa Downtown West LP0901A Amendment 1
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

This Amendment to Agreement No. LP0901A is made by and between the Florida Department of Environmental Protection and Citrus County, Florida for the project known as the Old Homosassa West Septic to Sewer Project. This amendment includes changes to the task start and completion dates due to delays brought on by Covid 19 as well as a new contractual requirement by the Southwest Florida Water Management District to provide a 30% design review for projects over $5,000,000. This is a time only amendment and does not effect the contract grant amounts.

BUDGET IMPACT/FUNDING SOURCE:

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

There is no budgetary impact

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Amendment #1 to Agreement LP09016A between the Florida Department of Environmental Protection and Citrus County, Florida.

AMENDMENT NO. 1
TO AGREEMENT NO. LP0901A
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITRUS COUNTY, Florida

This Amendment to Agreement No. LP0901A (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Citrus County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Citrus County Old Homosassa West Septic to Sewer Project (Project), effective November 9, 2018; and,

WHEREAS, an extension of the Agreement is needed due to delays caused by Covid-19, a third-party review at 30% design required by the Southwest Florida Water Management District, and executing an additional funding agreement between the Southwest Florida Water Management District, the Florida Department of Environmental Protection, and the County; and,

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until December 31, 2024. The reimbursement period for this Agreement begins on July 1, 2018 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 6. of the Agreement is deleted and replaced as follows:

   The Grant Managers for this Agreement are identified below:

Department's Grant Manager	**Grantee's Grant Manager**
Name: Anna Johnson	Name: Todd J. Tuzzolino
Address: 3900 Commonwealth Boulevard Tallahassee, FL 32399	Address: 3600 W. Sovereign Path Suite 178 Lecanto, FL 34461
Phone: (850) 245-2993	Phone: (352) 527-5218
Email: Anna.M.Johnson@FloridaDEP.gov	Email: Todd.Tuzzolino@citrusbocc.com

3. Section 2.d. of Attachment 1 is deleted and replaced as follows:

   This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

Attachment: LP0901A Citrus County Amendment 1 (13002 : Old Homosassa Downtown West LP0901A Amendment 1)

4. The following is hereby added to Attachment 1 as Section 8.j.:

Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to the Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to the Department.

5. **Attachment 3**, **Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-1**, **Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3** shall hereinafter refer to **Attachment 3-1**, **Revised Grant Work Plan**.

6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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Attachment: LP0901A Citrus County Amendment 1 (13002 : Old Homosassa Downtown West LP0901A Amendment 1)

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITRUS COUNTY , FLORIDA

By: _____
Chairman

_____
Print Name of Authorized Representative

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

_____
Print Name and Title of Authorized Person

Date: _____

_____
Anna Johnson, DEP Grant Manager

_____
Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type Attachment	Letter/ Number	Description (include number of pages)
	3-1	Revised Grant Work Plan (2 Pages)

Attachment: LP0901A Citrus County Amendment 1 (13002 : Old Homosassa Downtown West LP0901A Amendment 1)

ATTACHMENT 3-1
GRANT WORK PLAN

PROJECT TITLE: Citrus County Old Homosassa West Septic to Sewer Project

PROJECT LOCATION: The Project will be located on South Garcia Road within Homosassa in Citrus County; Lat/Long (28.781640, -82.615627). See Figures 1 and 2 for a location map and area map.

PROJECT BACKGROUND: Citrus County (Grantee) has identified as a source of nutrient loading to the groundwater and surface waters of the Homosassa River, a residential area currently being served by septic tanks. The Homosassa River has been deemed to be an impaired water body under Chapter 62-303 F.A.C. due to nutrient levels and associated algal mats. The Project is a continuation of the Grantee's effort to provide wastewater service to existing residential and commercial developments adjacent to the Homosassa River.

PROJECT DESCRIPTION: The Grantee will construct a municipal sanitary sewer system located in the west downtown area of Old Homosassa between South Cherokee Way, South Boulevard Drive, and South Division Avenue. The Project will allow for the connection of up to approximately 218 homes, with existing septic tanks along the Homosassa River, to the Grantee's wastewater system. The wastewater flows will be temporarily routed to the Meadowcrest Wastewater Treatment Plant for treatment until the completion of the Southwest Regional Water Reclamation Facility.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS:

Task 1: Construction

Deliverables: The Grantee will construct a pump station and approximately 5,500 linear feet of sewer line from the force main to resident's lot lines in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$235,600	07/01/2018	06/30/2024
		Total:	$235,600		

Attachment: LP0901A Citrus County Amendment 1 (13002 : Old Homosassa Downtown West LP0901A Amendment 1)

Figure 1: Location Map

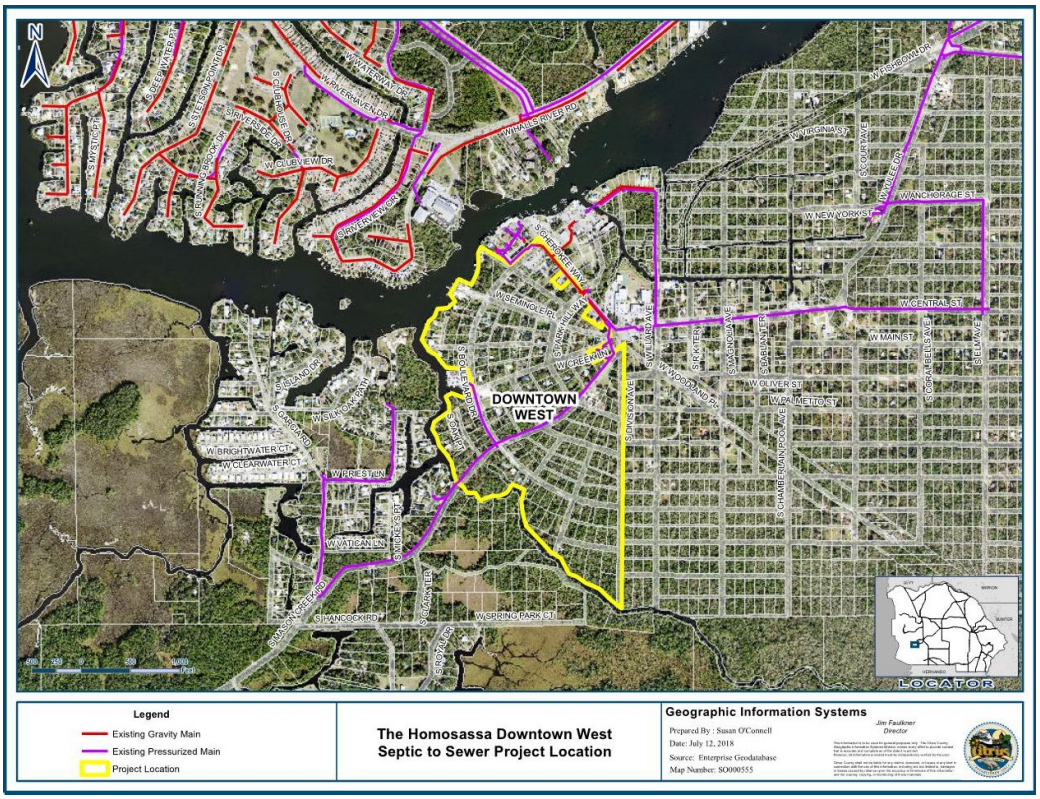
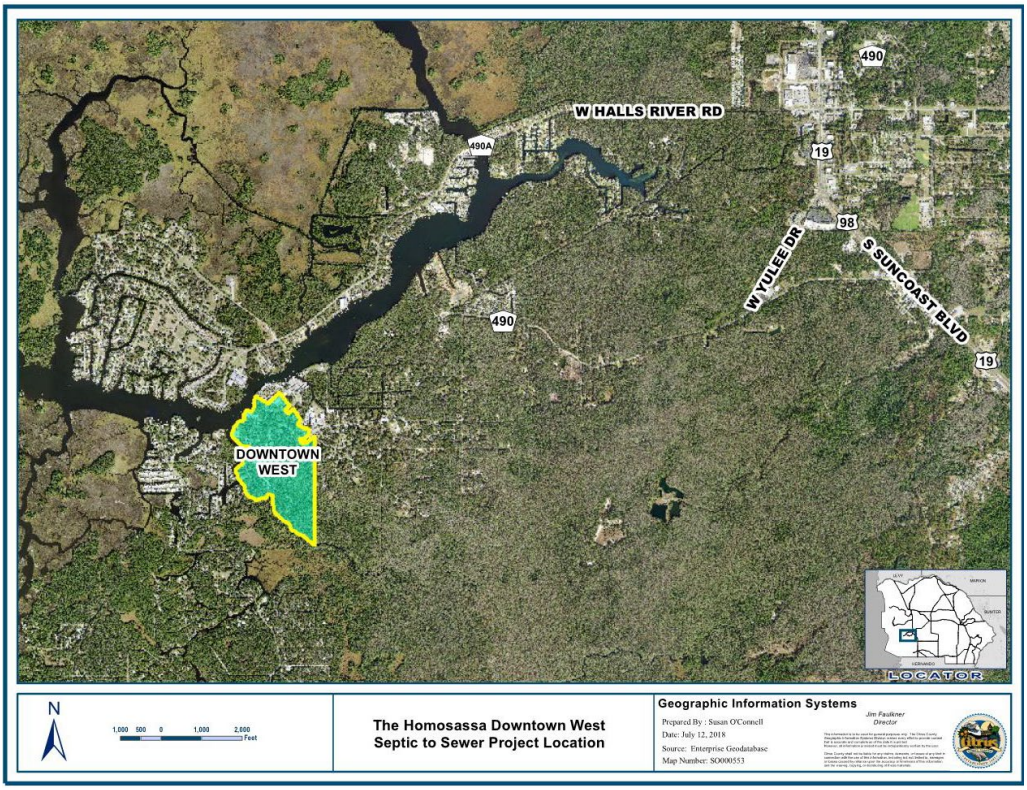


Figure 2: Area Map



Attachment: LP0901A Citrus County Amendment 1 (13002 : Old Homosassa Downtown West LP0901A Amendment 1)

AGENDA MEMORANDUM

FROM:	Craig Stevens, Fire Chief
SUBJECT:	Memorandum Of Understanding for E911 Services
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

This memorandum of understanding defines the roles and responsibilities between Citrus County Sheriff's Office and Citrus County, Florida for the Citrus County Sheriff's Office to provide emergency dispatch services at the Communications Center to perform the general functions for Citrus County Fire Rescue.

While the contract does not include response time standards, it does provide for the Sheriff's Office to provide Call Processing Reports that include the dispatch time. This will provide a basis for determining effectiveness and areas for potential improvement.

There is an increase of $5,978.96 or 2,72% over the current year due to an increased charge for dispatch services ($4,447.57 increase) and CAD maintenance fees ($1,531.39 increase).

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
3200-53400	Other Contractual Svs	$317,071			$317,071
3200-54100	Communications Svcs	$50,520			$50,520
3200-54615	Software Maint./Support	$84,191			$84,191

The expenses associated with this contract will be paid out of the FY 21/22 budget.

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute a Memorandum of Understanding with Citrus County Sheriff's Office (CCSO) establishing roles and responsibilities for providing emergency dispatch services at the Communications Center to perform the general functions for Citrus County Fire Rescue beginning on October 1, 2021 and ending on September 30, 2022.

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITRUS COUNTY SHERIFF'S OFFICE
AND
CITRUS COUNTY, FLORIDA
Titled:
CITRUS/SHERIFF E911 AGREEMENT

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the CITRUS COUNTY SHERIFF'S OFFICE, 1 Dr. Martin Luther King Jr. Avenue, Inverness, Florida 34450 ("SHERIFF'S OFFICE") and CITRUS COUNTY, FLORIDA, 110 N. Apopka Avenue, Inverness, FL 34450 ("COUNTY"), collectively referred to herein as the Parties.

WHEREAS, the SHERIFF'S OFFICE operates an E911 System pursuant to Florida Statute 365.171 and F.A.C. 60FF-6.005; and

WHEREAS, COUNTY provides Fire Services and

WHEREAS, COUNTY desires to pay for Fire dispatch services and

WHEREAS, it is the desire of the SHERIFF'S OFFICE and COUNTY to cooperate to provide dispatchers at the Communications Center to perform the general functions of a Fire Services dispatcher

THEREFORE, in furtherance of the joint desires of the parties to cooperate, the parties have agreed to utilize the following procedures:

1. SHERIFF'S OFFICE shall provide dispatch services at the Communications Center to perform the general functions of Fire dispatchers.

2. SHERIFF'S OFFICE, in its sole discretion, shall determine which dispatchers shall be utilized as Fire dispatchers.

3. COUNTY shall reimburse SHERIFF'S OFFICE for dispatch services in the amount of $199,166.52, T-1 lines in the amount of $2,317.82 and CAD maintenance fees in the amount of $24,042.73 for a total amount of $225,527.07. The total amount of $225,527.07 shall be paid as follows: $18,793.93 due on or before the last day of the month from October 2021 to August 2022, and the final payment of $18,793.84 due on or before the last day of September 2022. Attachment 1 included.

The Parties recognize that efficiencies and timeliness in dispatching is of the utmost importance for our citizens. In recognition of this importance, and to ensure the County has access to previous and historical data regarding dispatch times, SHERIFF'S OFFICE agrees to provide monthly reports of call processing times to the County. The call

Attachment: MOU CCSO BOCC-FireRescueE911 2021-22 A1Sig 052521 (13020 : Memorandum Of Understanding for E911 Services)

processing reports shall be separated between Fire and EMS calls. The reports shall include call incident number, date/time call received by the 911 center/PSAP, and the dispatch date/time relating to Fire or EMS incident. SHERIFF'S OFFICE will email reports to the COUNTY'S Fire Chief on or before the 5th day of each month beginning on October 5, 2020 and continuing on the 5th day of each month thereafter.

4. SHERIFF'S OFFICE shall bill COUNTY monthly for reimbursement of the monies owed according to the schedule in paragraph 3.

5. SHERIFF'S OFFICE shall notify COUNTY prior to June 1st of any changes of dispatch services.

6. TERM. The term of this Agreement shall be for a period of one (1) year beginning on October 1, 2021 and ending on September 30, 2022. This agreement may be renewed upon mutual agreement of the Parties.

7. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the Parties.

8. AMENDMENT. This Agreement may be amended in writing executed by both Parties in the same manner as this Agreement.

9. APPLICABLE LAW AND VENUE. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement and venue for any suit involving this Agreement shall be in Citrus County, Florida.

10. ASSIGNMENT. No assignment delegation, transfer or novation of this Agreement or any part thereof shall be made unless approved in writing by both Parties.

11. RELATIONSHIP OF THE PARTIES. Nothing herein shall be deemed to constitute any Party or partner or joint venture, or to create any fiduciary relationship among the Parties.

12. THIRD PARTY BENEFICIARIES. No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly names as a Party in this Agreement.

13. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, by such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived

Attachment: MOU CCSO BOCC-FireRescueE911 2021-22 A1Sig 052521 (13020 : Memorandum Of Understanding for E911 Services)

and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.

14. NOTICES. All notices, demands, request and other communication hereunder shall be deemed sufficient and properly given, if in writing and delivered in person to the following address or sent by certified or registered mail or by overnight delivery, postage prepaid with return receipt requested, at such address; provided, if such notices, demands, request or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or a day on which United States mail is not delivered:

Citrus County Sheriff's Office
Attn: Justin Ferrara, Colonel, Bureau of Law Enforcement Operations
1 Dr. Martin Luther King Jr. Avenue
Inverness, Florida 34450

Citrus County, Florida
Attn: County Administrator
110 N. Apopka Ave
Inverness, FL 34450

15. The Parties may, by like notice, designate any further or different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

16. SECTION CAPTIONS AND REFERENCES. The section headings and captions contained herein are included for convenience only and shall not be considered part of this Agreement or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are sections of this Agreement.

17. SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of this Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

18. CONSENTS. To the extent the consent of any Party to this Agreement is required as condition to the action of other Parties, such consent shall not be unreasonably withheld.

Attachment: MOU CCSO BOCC-FireRescueE911 2021-22 A1Sig 052521 (13020 : Memorandum Of Understanding for E911 Services)

19. AMBIGUITY. The Parties agree that each one has played an equal part in the negotiation and drafting of this Agreement, and in the event of any ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

20. GOOD FAITH. The Parties agree to cooperate, adjust, initial, deliver, execute, re-execute and re-deliver any and all documents deemed necessary to effectuate this Agreement.

21. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

22. COUNSEL. All parties hereto acknowledge and represent to each other that each has had the opportunity to consult independent counsel in the review, negotiation and execution of this Agreement. Each party fully understands the facts and has been fully informed as to its legal rights and obligation about this Agreement.

By signing this Agreement, SHERIFF'S OFFICE and COUNTY acknowledge they will actively abide by the terms of this Agreement.

WITNESS:

Jeff Kobb
Printed Name

Signature

CITRUS COUNTY SHERIFF'S OFFICE

By: Mike Prendergast
MIKE PRENDERGAST
Sheriff

Date: 5/24/21

ATTEST:

Angela Vick, Clerk

CITRUS COUNTY, FLORIDA

SCOTT CARNAHAN, Chairman

Date: _____

Attachment: MOU CCSO BOCC-FireRescueE911 2021-22 A1Sig 052521 (13020 : Memorandum Of Understanding for E911 Services)

ATTACHMENT 1

Fire Billing for 4 dispatcher positions, T-1 lines, and CAD maintenance - October 1, 2021 - September 30, 2022

Discription	Amount
Amount for 4 Dispatch positions	199,166.52
Amount for T-1 Lines	2,317.82
Amount for CAD maintenance fees	24,042.73
Total Amount	225,527.07

Payment Schedule		Payment Due Date		
October	18,793.93	October	31	2021
November	18,793.93	November	30	2021
December	18,793.93	December	31	2021
January	18,793.93	January	31	2022
February	18,793.93	February	28	2022
March	18,793.93	March	31	2022
April	18,793.93	April	30	2022
May	18,793.93	May	31	2022
June	18,793.93	June	30	2022
July	18,793.93	July	31	2022
August	18,793.93	August	31	2022
September	18,793.84	September	30	2022
Total	225,527.07			

All payments should be submitted to:
Citrus County Sheriff's Office
Attn: Financial Services
1 Dr. MLK, Jr. Ave
Inverness, FL 34450

Attachment: MOU CCSO BOCC-FireRescueE911 2021-22 A1Sig 052521 (13020 : Memorandum Of Understanding for E911 Services)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Administrative Regulation 9.06-3 Emergency Purchases
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

Staff continues to modify and update Administrative Regulations (ARs) to clarify and streamline processes. The purpose of the proposed change to AR 9.06 - Emergency Purchases is to clarify emergency situations and the procurement process when the Board of County Commissioners has declared an emergency and given the County Administrator the authority to approve emergency purchases necessary to address the emergency condition. The County Administrator will present specified emergency purchases to the BOCC for ratification.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and adopt Administrative Regulation 9.06-3 Emergency Purchases.

ADMINISTRATIVE REGULATION	AR: 9.06-3	DATE APPROVED
		June 13, 2021
SUBJECT:		ORIGINATING DEPARTMENT:
Emergency Purchases		Management and Budget

POLICY:

When an emergency has been declared by the Board of County Commissioners (BOCC) and the BOCC has authorized the County Administrator to approve emergency purchases, a Department/Office/Division Director or designee may bypass normal purchasing procedures and approve the purchase of those items or services necessary to address the emergency condition.

PROCEDURE:

a. The Department/Office/Division Director or his designee may authorize the purchase of any item or service necessary to address an emergency situation.

b. Whenever possible, the Department/Office/Division Director or designee should obtain three quotes for all emergency purchases with a total cost exceeding $5,000. If three quotes cannot be obtained a memo explaining why this was not possible shall be provided to Financial Services.

c. If the total cost of the emergency purchase is under $5,000 the Department/Office/Division Director or designee can approve the purchase.

d. If the total cost of the emergency purchase is between $5,000 and $9,999, the Department/Office Director or designee shall approve the purchase.

e. If the total cost of an emergency purchase is between $10,000 and $35,000, the Department/Office/Division Director or designee shall send a memo to the County Administrator or designee for approval. A copy of the approved memo shall be provided to Financial Services.

f. If the total cost of an emergency purchase is $35,000 or greater, the Department/Office/Division Director or designee, will send the memo to the Management and Budget Director. The Management and Budget Director will then request approval of an emergency bid waiver from the County Administrator or designee. Once the emergency work has been completed, the County Administrator or designee will present the emergency purchase to the BOCC for ratification.

   A copy of the approved memo shall be provided to Financial Services authorizing payment once the invoice is received. The memo will include the following information:

   1. The reason for the emergency purchase
   2. A description of the item or service being purchased
   3. The total cost of the purchase

Attachment: ar9_06-3 (13024 : Administrative Regulation 9.06-3 Emergency Purchases)

4. If quotes were obtained, the vendor names and amounts of each quote

g. If the vendor will not provide the emergency item or service without a Purchase Order, the Department/Office/Division will:
   1. Enter a Purchase Requisition in the financial software to include the following additional information: type the words “Emergency Purchase” and a brief explanation of the reason for the emergency purchase in the description field.
   2. Notify the Financial Services Department of the Purchase Requisition number and nature of the emergency.
   3. Contact all parties that need to approve the purchase according to the purchasing policies.
   4. Route the vendor’s invoice with the appropriate approvals to the Financial Services Department.

h. If the vendor will provide the emergency item or service without a Purchase Order:
   1. A Purchase Requisition will not be entered in the financial software.
   2. When the vendor’s invoice is received, the Department/Office/Division Director or designee will approve payment by signature or electronic approval.
   3. The following additional information will be noted on the invoice or through the electronic approval system:
      - The words “EMERGENCY PURCHASE.”
      - A brief description of the emergency situation.
      - The account number to which the expense is to be charged.
   4. The invoice will be routed to the Department of Management and Budget through the electronic approval systems for review, verification of funding, and verification of all approvals required by regular Purchasing Policies and Procedures prior to approving the invoice for payment.

Attachment: ar9_06-3 (13024 : Administrative Regulation 9.06-3 Emergency Purchases)

FOOTNOTES & REFERENCES TO RELATED AR’s: Supersedes AR 9.01.05-1 dated April 9, 1996, AR 9.01.05-2 dated April 6, 1999, AR 9.01.05-3 dated December 18, 2001, AR 9.01.05-4 dated November 1, 2005, AR 9.01.05-5 dated August 12, 2008, AR 9.06 dated April 27, 2010, AR 9.06-1 dated March 10, 2015, AR 9.06-2 dated April 26, 2016.

ADMINISTRATIVE REGULATION	AR: 9.06-2-3	DATE APPROVED June 13,
SUBJECT: Emergency Purchases		ORIGINATING DEPARTMENT: Management and Budget

POLICY:

~~In extreme emergencies~~ When an emergency has been declared by the Board of County Commissioners (BOCC) and the BOCC has authorized the County Administrator to approve emergency purchases ~~(e.g., the disruption of essential operations or conditions that threaten the safety of persons or property)~~, a Department/Office/Division Director or designee may bypass normal purchasing procedures and approve the purchase of those items or services necessary to ~~remove or correct~~address the emergency condition.

PROCEDURE:

a. The Department/Office/Division Director or his designee may authorize the purchase of any item or service necessary to ~~correct~~ address an emergency situation.

b. Whenever possible, the Department/Office/Division Director or designee should obtain three quotes for all emergency purchases with a total cost exceeding $5,000. If three quotes cannot be obtained a memo explaining why this was not possible shall be provided to Financial Services.

c. If the total cost of the emergency purchase is under $5,000 the Department/Office/Division Director~~/Acting Director~~ or designee ~~can~~can approve the purchase.

d. If ~~the~~ total ~~cost~~ of ~~the~~ emergency ~~purchase~~ is ~~between~~ $5,000 ~~and~~ $9,999, ~~the~~ ~~D~~Department/Office Director~~/Acting Director~~ or designee shall approve the purchase.

e. If the total cost of an emergency purchase is between $10,000 and $~~32~~5,000, the Department/Office/Division Director ~~/Acting Director~~ or designee shall send a memo to the County Administrator or designee for approval. A copy of the approved memo shall be provided to Financial Services.

f. If the total cost of an emergency purchase is $~~32~~5,000 or greater, the Department/Office/Division Director~~/Acting Director~~ or designee, will send ~~a~~the memo to the Management ~~&~~and Budget Director. The Management and Budget Director ~~who~~ will then request approval of an emergency bid waiver from the ~~Board of County Commissioners~~County Administrator or designee. Once the emergency work has been completed, the County Administrator or designee will present the emergency purchase to the BOCC for ratification.

A copy of the approved memo shall be provided to Financial Services authorizing payment once the invoice is received. The memo will include the following information:

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1. The reason for the emergency purchase~~,~~
2. A description of the item or service being purchased~~,~~
3. The total cost of the purchase~~,~~
4. If quotes were obtained, the vendor names and amounts of each quote

g. If the vendor will not provide the emergency item or service without a Purchase Order, ~~T~~the Department/Office/Division will:

1. Enter a Purchase Requisition in the financial software to include the following additional information: type the words "Emergency Purchase" and a brief explanation of the reason for the emergency purchase in the description field.
2. Notify the Financial Services Department of the Purchase Requisition number and nature of the emergency.
3. Contact all parties that need to approve the purchase according to the purchasing policies.
4. Route the vendor's invoice with the appropriate approvals to the Financial

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~~AR 9.06-2~~
~~Page 2 of 2~~

Services Department.

h. If the vendor will provide the emergency item or service without a Purchase Order:
    1. A Purchase Requisition will not be entered in the financial software.~~.~~
    2. When the vendor's invoice is received, the Department/Office/Division Director~~/ Acting Director~~ or designee will approve payment by signature or electronic approval.
    3. The following additional information will be noted on the invoice or through the electronic approval system:
        - The words "EMERGENCY PURCHASE."
        - A brief description of the emergency situation.
        - The account number to which the expense is to be charged.
    4. The invoice will be routed to the Department of Management and Budget through the electronic approval systems for review, verification of funding, and verification of all approvals required by regular ~~p~~Purchasing ~~p~~Policies and ~~p~~Procedures prior to approving the invoice for payment.

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FOOTNOTES & REFERENCES TO RELATED AR's: Supersedes AR 9.01.05-1 dated April 9, 1996, AR 9.01.05-2 dated April 6, 1999, AR 9.01.05-3 dated December 18, 2001, AR 9.01.05-4 dated November 1, 2005, AR 9.01.05-5 dated August 12, 2008, AR 9.06 dated April 27, 2010, AR 9.06-1 dated March 10, 2015, AR 9.06-2 dated April 26, 2016.

Attachment: ar9_06-3 redlined (13024 : Administrative Regulation 9.06-3 Emergency Purchases)

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Trailhead Connector Signage
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

Parks and Recreation would like to install signage indicating park hours, dusk to dawn, "No Overnight Parking or Camping", per ordinance chapter 74, section 74-41, at the following three trailhead connectors: Crooked Branch, Hernando, and CR 486/Meadowcrest. Cost of signage is $269.07.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
2675-55210	Misc. Supplies	$2,000	$1,135		$865

*Available balance prior to expenditure.

RECOMMENDED ACTION:

Approve and authorize installation of signage indicating park hours, dusk to dawn, "No Overnight Parking or Camping", per ordinance chapter 74, section 74-41, at the following three trailhead connectors: Crooked Branch, Hernando, and CR 486/Meadowcrest.

SIGN COST ESTIMATE

**********DOES NOT INCLUDE ADMINISTRATIVE AND/OR OTHER FEES**********

MATERIAL CODE	MATERIAL DESCRIPTION	# USED	PRICE PER UNIT	TOTAL PRICE
TCVA16H	EC / HIP 18 X 24	6	$13.34	$80.04
TCPH3	12FT GALVANIZED POST	6	$20.05	$120.30
TCPH9	2 1/2" BOLT SET UP	12	$0.44	$5.28

SUB TOTAL $205.62

EMPLOYEE #	EMPLOYEE NAME	LABOR HOURS	HOURLY RATE	TOTAL COST
9155	ARIEL	3	$21.15	$63.45

SUB TOTAL $63.45

EQUIPMENT #	EQUIPMENT DESCRIPTION	EQUIPMENT HOURS	HOURLY RATE	TOTAL COST
				$0.00

SUB TOTAL $0.00

TOTALS:	**MATERIAL:**	$205.62
	LABOR:	$63.45
	EQUIPMENT:	$0.00
	GRAND TOTAL:	$269.07

ESTIMATED BY: ARIEL TORRES **DATE:** 06/29/2021

FOR RUTH AT GROUNDS MAINT.

Attachment: Copy of GROUNDS TRAILHEAD RULES (13055 : Trailhead Connector Signage)

PARK HOURS
DAWN TO DUSK

NO OVERNIGHT
CAMPING OR
PARKING

ORDINANCE
Chapter 74 Sec. 74 – 41

24"

18"

Attachment: GROUNDS MAINT TRAILHEAD RULES (13055 : Trailhead Connector Signage)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Settlement Agreement and General Release
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

Former employee, Olen Ray Oates, Jr., was terminated due to disciplinary actions in January 2020. Mr. Oates filed a retaliatory discharge violation of Section 112.3187, Florida Statutes in March 2020, which was amended and filed on April 9, 2020.

Outside Counsel recommends settlement of this case because (1) The cost to bring this matter to trial is anticipated to exceed the proposed settlement; and (2) If the plaintiff is awarded $1 the County being responsible for the Plaintiff's legal fees.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
8100-54550	Gen Liability Claim	$550,000	$255,912.11	$0	$294,087.89

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Settlement Agreement and General Release between Olen Ray Oates, Jr., and Citrus County Board of County Commissioners in the total amount of $30,000.

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS Settlement Agreement and General Release (hereinafter "Agreement") is made and entered into by OLEN RAY OATES, JR. (hereinafter referred to as "PLAINTIFF") and CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as "DEFENDANT").

DEFINITIONS

A. As used in this Agreement, the term "PLAINTIFF" shall mean OLEN RAY OATES, JR., a single man, as well as his heirs, executors, administrators, personal representatives, successors and assigns, singular or plural, wherever the context so admits or requires.

B. As used in this Agreement, the term "DEFENDANT" shall mean CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS as well as its past and present officials, commissioners, administrators, officers, directors, employees, boards, agents and attorneys, in both their individual and official capacities, jointly or severally, singular or plural, where ever the context so admits or requires.

C. As used in this Agreement, the term "INSURER" shall mean all insurers and third-party administrators of DEFENDANT, including but not limited to, JOHNS EASTERN COMPANY and CHUBB, as well as its respective agents, officers, officials, employees, representatives, successors and assigns, jointly or severally, singular or plural, where ever the context so admits or requires.

D. As used in this Agreement, the terms "PARTY" and "PARTIES" shall

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mean PLAINTIFF, DEFENDANT or INSURER whether in the singular or the plural.

RECITALS

Whereas PLAINTIFF, a former employee of DEFENDANT, contends that he was subjected to unlawful retaliation in violation of Section 112.3187, Florida Statutes (hereinafter referred to as "incident");

WHEREAS, as a result of the aforesaid incident, PLAINTIFF claims he suffered damages including but not limited to: loss of wages, past and future; loss of benefits; loss of other lost remuneration; and reasonable costs, including attorneys' fees; and

WHEREAS as a result of the aforesaid incident, PLAINTIFF filed a lawsuit captioned: Olen Ray Oates, Jr. v. Citrus County Board Of County Commissioners, Case No.: 2020-CA-000115 in the Fifth Judicial Circuit in and for Citrus County, Florida (hereinafter referred to as "lawsuit");

WHEREAS, DEFENDANT has expressly denied and continues to expressly deny it violated any of PLAINTIFF's rights protected by either federal or state law and denies the claims and allegations which are set forth in the above-referenced lawsuit and any other cause of action that has or could arise out of PLAINTIFF's employment relationship with DEFENDANT, but are desirous of entering into this compromise and negotiated settlement of a disputed claim in order to avoid further litigation and attendant costs; and

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WHEREAS, PLAINTIFF and DEFENDANT have entered into good faith settlement negotiations resulting in this Agreement. The purpose of this Agreement is to settle and compromise any and all prior and existing disputes, claims and controversies between the Parties, without any future costs and expenses of litigation and to bar any and all future disputes, claims and controversies between the Parties which may arise out of any conflicts or events, known or unknown, that have occurred up to the date of the execution of this Agreement, including but not limited to those which relate directly or indirectly to PLAINTIFF's employment with DEFENDANT; and

WHEREAS each Party believes settlement of this dispute is in their mutual best interests and acknowledge and agree that settlement of this claim does not constitute an admission of liability or responsibility on the part of either PLAINTIFF or DEFENDANT; and

WHEREAS the Parties desire to memorialize their Agreement.

NOW THEREFORE, in consideration of the mutual covenants to be performed by each of the Parties hereto and set forth in their entirety herein, the Parties agree as follows:

1. **Agreement**

A. Release and Discharge

In consideration for the payments and other good and valuable consideration set forth in Paragraph (2) below, PLAINTIFF agrees, upon receipt of the

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consideration due hereunder to release, acquit, and forever discharge DEFENDANT and INSURER of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, claims for attorney's fees, interest, or costs, executions, claims and demands whatsoever, in law or in equity, of whatever nature, which PLAINTIFF ever had, now has, or which any personal representative, successor, heir or assign of PLAINTIFF, hereafter can, shall or may have against DEFENDANT and/or INSURER by reason of any matter, cause or thing, occurring prior to the date of this Agreement, including but not limited to those claims or demands which arise out of or are related to the allegations in the lawsuit and/or PLAINTIFF's employment relationship with DEFENDANT.

PLAINTIFF acknowledges and agrees that this is a General Release of any and all claims, including but not limited to claims or charges for wages, salary, back pay, front pay and any and all employment benefits of any nature whatsoever; of breach of employment agreement or contract; workers' compensation; defamation, including slander or libel; battery; assault; employment discrimination, including age, race, sex, religion, or national origin discrimination; hostile work environment; discrimination based upon actual or perceived disability or other protected characteristics; retaliation; whistleblower retaliation; or the violation of any administrative, local, State or Federal Constitution, statute, rule, regulation,

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ordinance or law.

PLAINTIFF specifically waives, releases, acquits, and forever discharges any claims, actions, right of action whatsoever he may have against DEFENDANT and/or INSURER, under the United States Constitution, the Florida Constitution, Title VII of the Civil Rights Acts of 1964, the Civil Rights Act of 1991, 42 U.S.C. § 1983, § 1985, § 1988, the Age Discrimination in Employment Act (ADEA), the Florida Human Rights Act, the Florida Civil Rights Act of 1992 (§§ 760.01-760.11 and 509.092, Fla. Stat.), the Americans with Disabilities Act (42 U.S.C. § 12132 *et. seq.*), the Family Medical Leave Act, the Fair Labor Standards Act, the Florida Whistle Blower Act (§ 112.3187 *et. seq.* Fla. Statutes), the Florida Workers' Compensation Act, § 119.07, Fla. Stat., including attorney's fees or costs, or any other state, federal or administrative rule, statute, ordinance or law of any nature relating to employment, including any and all Charges of Discrimination to be filed with the Equal Employment Opportunity Commission and/or the Florida Commission on Human Relations and/or any and all other applicable commissions or agencies that receive and investigate charges of discrimination not specifically named herein.

B. PLAINTIFF acknowledges and agrees that the Release and discharge set forth above is a General Release of all claims. PLAINTIFF expressly waives and assumes the risk of any and all claims, in law or in equity, which exist as of this date, but of which PLAINTIFF does not know or suspect to exist, whether through

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ignorance, oversight, error, negligence, or otherwise and, which, if known, would materially affect PLAINTIFF's decision to enter into this Agreement. PLAINTIFF further agrees that he has agreed to accept payment of the sum specified herein as a complete compromise of matters involving disputed issues of law and fact. PLAINTIFF assumes the risks that the facts or law may be other than he currently believes or understands.

C. It is understood and agreed by the Parties that this settlement is a compromise of a litigated and/or disputed claim and neither this Agreement nor any consideration to be paid hereunder shall be construed as an admission by DEFENDANT or INSURER of any unlawful, tortious or wrongful acts whatsoever towards PLAINTIFF, and DEFENDANT and INSURER specifically disclaim any liability to PLAINTIFF or the propriety of any and all factual or legal averments made by PLAINTIFF in the above referenced "claim". The Parties also agree that neither this Agreement nor any consideration to be paid hereunder shall be construed as an admission by PLAINTIFF of any unlawful, tortious or wrongful acts during his employment with DEFENDANT.

D. PLAINTIFF agrees that the terms, amount and fact of settlement and any facts concerning his claims shall be kept confidential by him, as not otherwise prohibited by law. PLAINTIFF further agrees that he will not actively seek out media attention or publicity regarding the terms, the amount or conditions of this Agreement and will further not discuss this matter with anyone including past,

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present or future employees of DEFENDANT. If contacted, PLAINTIFF agrees simply to indicate that the matter has been resolved and decline from any further discussion concerning the details of his lawsuit or the nature of the settlement.

E. It is specifically agreed and understood that the terms of this Agreement are contingent upon PLAINTIFF's express promise to not apply for employment, either as an employee, an independent contractor or through his affiliation with any third party who contracts to provides any type of services to DEFENDANT, and to not volunteer for any position with DEFENDANT in the future, and that if he makes or submits any such application it shall be treated as and shall constitute a nullity.

F. It is further specifically agree and understood that the terms of this Agreement are contingent upon PLAINTIFF's express agreement not to encourage, solicit or assist any other persons including, but not limited to, any past, present or future employees of DEFENDANT in bringing or causing to bring any cause of action against DEFENDANT and that if he encourages, solicits or assists in any such action then PLAINTIFF will reimburse DEFENDANT and INSURER for all payments made pursuant to this Agreement. All other terms and conditions of this Agreement will remain intact.

2. **Consideration**

A. In consideration of the Agreement set forth above, DEFENDANT agrees to pay PLAINTIFF the total sum of THIRTY THOUSAND DOLLARS AND ZERO CENTS ($30,000.00) representing complete satisfaction of any and all claims

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which PLAINTIFF may have against DEFENDANT or INSURER as well as complete satisfaction of any and all attorneys' fees and costs which are past due or currently due to, BLANCHARD, MERRIAM, ADEL, KIRKLAND & GREEN, P.A. and except as specified herein, each Party agrees to bear its own attorney's fees and costs incurred as a result of the subject claim.

B. Payment shall be due within ten (10) days following DEFENDANT's approval of the Agreement at the July 13, 2021 Commission Meeting and shall be sent to PLAINTIFF's attorney's office. Payment in the amount of THIRTY THOUSAND DOLLARS AND ZERO CENTS ($30,000.00) will be made payable to BLANCHARD, MERRIAM, ADEL, KIRKLAND & GREEN, P.A. TRUST ACCOUNT, representing complete satisfaction of any and all claims for compensatory damages which PLAINTIFF may have against DEFENDANT or INSURER and any and all claims for attorney's fees and costs associated with the above referenced claim.

C. Although PLAINTIFF has waived and released all claims he may have against DEFENDANT, the Parties acknowledge and agree that the payments set forth in subsection (B) iii and iv above do not constitute wages or salary to PLAINTIFF, and accordingly neither DEFENDANT nor INSURER will take payroll deductions, withholdings, employee pension, contributions or other deductions from said payments; will not make payment of appropriate payroll taxes, and will not report said income to the Internal Revenue Service as reimbursement for wages or salary. Instead, the Parties stipulate and agree that said amount

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represents reimbursement for attorney's fees and costs as well as other compensatory damages and the payment of said amounts will be reported by INSURER to the Internal Revenue Service by way of issuance of a 1099 to PLAINTIFF and a 1099 to BLANCHARD, MERRIAM, ADEL, KIRKLAND & GREEN, P.A. reflecting the above payments. Payments will be reported in Box 3 of the 1099-MISC forms.

It is further agreed and understood that future tax liabilities, if any, including penalties and interest, which may be incurred by PLAINTIFF in association with the above-referenced payments will be the sole responsibility and liability of PLAINTIFF. Said tax liability shall not be a ground for avoiding or setting aside this Agreement.

3. **Severability**

If any clause or provision of this Agreement is found to be void, invalid, or unenforceable, it shall be severed from the remaining provisions and clauses which shall remain in full force and effect.

4. **Governing Law**

The Parties hereto agree that the law of the State of Florida shall govern this Agreement and all respects in the event any action must be instituted for breach of this Agreement, the Parties agree that the sole venue shall be Citrus County, Florida.

5. **Miscellaneous**

A. PLAINTIFF expressly agrees and acknowledges and warrants that he has read carefully and fully understands all provisions of this Agreement and that he

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is entering into this Agreement of his own free will and with the advice of his attorneys. PLAINTIFF represents that he is voluntarily entering into this Agreement with the intent to be bound thereby and he has not been coerced or induced by anyone to enter into this Agreement. PLAINTIFF acknowledges that he has read and fully understands the Agreement's terms, conditions, meaning and intent, including but not limited to the final binding effect of the General Release.

B. This Agreement constitutes the entire agreement between the Parties, and no other promises or agreements shall be binding unless signed by all Parties. All prior representations regarding the Agreement are hereby expressly disclaimed by all Parties unless incorporated herein.

C. All Parties shall take such further action and shall execute and deliver such further documents as may be reasonably requested by the other Party in order to carry out the provisions and purposes of this Agreement.

D. **Time to Consider**: PLAINTIFF understands that he has twenty-one (21) days within which to fully consider the terms and substance of this Agreement before choosing to voluntarily execute it, unless he executes the "Mutual Acknowledgement" form attached to this Agreement, thereby waiving his right to the twenty-one (21) day period.

PLAINTIFF understands that he may revoke this Agreement within seven (7) days of signing it by communicating his revocation in writing and delivering it by U.S. Mail or Facsimile to: CINDY A. TOWNSEND, ESQ., BELL & ROPER, P.A.,

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2707 E. Jefferson Street, Orlando, Florida 32803; Facsimile: (407) 897-3332. To be effective, the revocation must be received by 5:00 p.m. on the seventh calendar day following the date of PLAINTIFF's execution of this Agreement.

PLAINTIFF acknowledges that he has been advised to consult with an attorney or any other person he chooses before entering this Agreement.

PLAINTIFF recognizes that by signing this Agreement, and in consideration of the promises and covenants contained herein, he is specifically releasing, among other claims, any claims he has, had, or may have had under the Age Discrimination in Employment Act, 29 U.S.C. § 621, *et. seq.* and the Older Workers Benefit Protection Act of 1990.

E. The recitals are incorporated herein by reference.

Olen Ray Oates Jr
OLEN RAY OATES, JR.

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing was acknowledged before me this 29th day of June, 2021, by OLEN RAY OATES, JR., who is personally known to me or who has produced N/A as identification and who did/did not take an oath.

Linda M Caldwell
Notary Public

My Commission Expires:

LINDA M. CALDWELL
Notary Public-State of Florida
Commission # GG 956353
My Commission Expires
March 30, 2024

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CITRUS COUNTY, FLORIDA

By:_____
SCOTT CARNAHAN
Chairman

Date: _____

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MUTUAL ACKNOWLEDGMENT

PLAINTIFF was informed on June, 29, 2021 that he would be entitled to consider this proposed Agreement for twenty-one (21) days. In addition, he was encouraged to review the Agreement during that period with anyone of his choosing, including an attorney. He has had the opportunity to fully review the Agreement, and acknowledges that he fully understands the terms contained in the Agreement and has voluntarily chosen to execute the Agreement prior to the expiration of this twenty-one (21) day consideration period.

He further acknowledges that he was told on the 29th day of June, 2021, that once he executed the Agreement, he could revoke it at any time during the seven (7) calendar days following his execution of the Agreement. He fully understands that this Agreement will not be effective until this seven (7) calendar day revocation period has expired. He also acknowledges that if for any reason he chooses to revoke this Agreement in these next seven (7) calendar days, he will do so in writing by sending such a revocation, by U.S. Mail or Facsimile, to: CINDY A. TOWNSEND, ESQ., BELL & ROPER, P.A., 2707 E. Jefferson Street, Orlando, Florida 32803; Facsimile: (407) 897-3332.

Lyndon M Caldwell
Witness:

Olen Ray Oates Jr
OLEN RAY OATES, JR.

Witness:

6/29/21
Date:

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AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Proposed Stormwater MSBU for Fiscal Year 2021-2022.
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

Proposed Stormwater MSBU for Fiscal Year 2021-2022.

On March 23, 2021, the Citrus County, Florida, Board of County Commissioners approved setting a Special Meeting on Thursday, September 9, 2021, at 1:00 p.m., to conduct a public hearing regarding the proposed Stormwater MSBU.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
2101-54201	Postage	$1,000	$60	$0	$940

Postage totals are prior to the attached budget transfer being approved. Special Assessments to be levied against benefited properties.

RECOMMENDED ACTION:

a. Adopt and authorize the Chairman to execute a Resolution of Citrus County, Florida, relating to the proposed Stormwater MSBU to fund the provision of stormwater management services, facilities, and programs within the unincorporated area of the County for Fiscal Year 2021-2022.

b. Authorize Chairman to execute the Government Services Group, Inc., proposal for mailing Stormwater Assessment First Class Notices for fiscal year 2021-2022.

c. Approve related budget transfer.

County of Citrus
Florida

Action Item
12615

Adopted
Mar 23, 2021 1:00 PM

Set Special Meeting regarding proposed Stormwater Utility Assessment

Information

Department: Land Section
Category: Special Meeting
Sponsors:

Attachments

Printout

RECOMMENDED ACTION

Set a Special Meeting on September 9, 2021, at 1:00 p.m. to conduct at public hearing regarding the proposed Stormwater Utility Assessment.

Meeting History

Mar 23, 2021 1:00 PM Video **Board of County Commissioners** **Regular Meeting**

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

Powered by **Granicus**

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

CITRUS COUNTY, FLORIDA

STORMWATER INITIAL ASSESSMENT RESOLUTION

ADOPTED JULY 13, 2021

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

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Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

RESOLUTION NO. 2021-____

A RESOLUTION OF CITRUS COUNTY, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; ESTIMATING THE COST OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE COUNTY'S STORMWATER UTILITY; DETERMINING THAT CERTAIN REAL PROPERTY WILL BE SPECIALLY BENEFITED THEREBY; ESTABLISHING THE METHOD OF ASSESSING THE COST OF STORMWATER MANAGEMENT SERVICES AGAINST THE REAL PROPERTY THAT WILL BE SPECIALLY BENEFITED THEREBY; DIRECTING THE STORMWATER UTILITY DIRECTOR TO PREPARE OR DIRECT THE PREPARATION OF AN INITIAL STORMWATER SERVICE ASSESSMENT ROLL BASED UPON THE METHODOLOGY SET FORTH HEREIN; ESTABLISHING A PUBLIC HEARING FOR THE PROPOSED STORMWATER SERVICE ASSESSMENTS AND DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AS FOLLOWS:

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. PURPOSE AND DEFINITIONS. This resolution constitutes the Initial Assessment Resolution as defined in the Assessment Ordinance. Unless otherwise defined below, capitalized terms used in this Resolution shall have the meaning ascribed to them in Section 86-1 of the Assessment Ordinance or Section 99-1 of the Stormwater Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Agricultural Property" means a Tax Parcel containing a bona fide Farm Operation on land classified as agricultural pursuant to section 193.461, Florida Statutes.

"Assessment Ordinance" means Chapter 86 of the Citrus County Code of Ordinances governing Special Assessments, as it may be amended from time to time.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel or property of any kind. This term shall include mobile homes or any vehicles serving in any way the function of a building.

"Building Footprint" means the actual square footage of a Building as reflected on the Tax Roll, divided by the number of levels or floors within the Building.

"Condominium Complex" means a condominium community created by a declaration of condominium pursuant to Chapter 718, Florida Statutes.

"Condominium Common Area Parcel" means a Tax Parcel of Developed Property including one or more "common elements," as defined in section 718.103, Florida Statutes of a Condominium, the taxable value of which has been attributed to either Condominium

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Residential Unit Parcels or Condominium Non-Residential Unit Parcels by the Property Appraiser.

"Condominium Residential Unit Parcel" means a Tax Parcel of Developed Property constituting a Condominium "unit," as defined in section 718.103, Florida Statutes, which contains a Dwelling Unit and is designated as "Residential Condominium" in the DOR Codes.

"Condominium Non-Residential Unit Parcel" means a Tax Parcel of Developed Property constituting a Condominium "unit," as defined in section 718.103, Florida Statutes, which does not contain a Dwelling Unit and is designated as "Non-Residential Condominium" in the DOR Codes.

"Developed Property" means the Benefited Property, as defined in the Stormwater Ordinance, and consists of any Tax Parcel that includes more than 100 square feet of Impervious Area in the Stormwater Management Area.

"DOR Code" means a property use code established in Rule 12D-8.008, Florida Administrative Code, as amended, and as applied by the Property Appraiser attached hereto as Appendix E.

"Dwelling Unit" means a Building, or a portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only.

"ESU Value" means the Impervious Area for a typical Single Family Parcel within the Stormwater Management Area. Based upon a median Impervious Area derived from a statistically valid sample of Single Family Parcels, the County has computed an "ESU

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Value" of 4,182 square feet shall be used to calculate the number of ESUs attributable to each Tax Parcel.

"Farm Operation" is as defined in section 163.3162(2), Florida Statutes.

"General Parcel" means a Tax Parcel of Developed Property that is not a Single Family Parcel, a Condominium Common Area Parcel, a Condominium Residential Unit Parcel, or a Condominium Non-Residential Unit Parcel.

"Government Leasehold" means a Building located on a Tax Parcel of Government Property that is leased to a private entity for proprietary use.

"Impervious Area" means hard surfaced areas which either prevent or severely restrict the entry of water into the soil mantle and/or cause water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, rooftops, sidewalks, walkways, patio areas, driveways, parking lots, storage areas and other surfaces which similarly affect the natural infiltration or runoff patterns which existed prior to development.

"Institutional Property" means those Tax Parcels with a Code Description designated as 7000, 7100, 7200, 7300, 7400, 7500, 7600, 7700, 7800, and 7900 in the DOR Codes specified in Appendix E.

"Large Single Family Parcel" means a Single Family Parcel with an estimated Building Footprint between 3,101 and 6,000 (inclusive) square feet.

"Medium Single Family Parcel" means a Single Family Parcel with an estimated Building Footprint between 1,201 and 3,100 (inclusive) square feet.

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

"Mitigation Credit" means, for any Tax Parcel of Developed Property, a number between 0.0 and 1.0 representing a reduction in the Stormwater burden expected to be generated by such Tax Parcel as a consequence of the location of a Mitigation Facility or in consideration of discharge to a non-County stormwater system or for the conveyance and/or treatment of Stormwater or as otherwise required by law. The "Mitigation Credit" for each Tax Parcel shall be determined in accordance with Sections 3.06 and 3.07 hereof.

"Mitigation Credit Factor" means the figure computed by subtracting the Mitigation Credit from 1.00.

"Mitigation Credit Policy" means the Citrus County Stormwater Utility Mitigation Credit Policy attached hereto as Appendix B.

"Mitigation Facility" means a manmade facility or structure on the site of a Developed Property which, by its design and function, retains Stormwater on-site and thus generates less volume of Stormwater from the site or produces Stormwater runoff at a lower rate or with less pollutants than would be the case in the absence of such facilities or structure.

"Net ESU" means the standard unit used to express the Stormwater burden expected to be generated by each parcel of property, after taking into consideration any mitigation of the Stormwater burden that results from privately maintained Stormwater management facilities and other factors affecting the quantity, quality, or rate of Stormwater runoff.

"Single Family Parcel" means a Tax Parcel of Developed Property designated as "Single Family" in the DOR Codes.

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

"Small Single Family Parcel" means a Single Family Parcel with an estimated Building Footprint between 100 and 1,200 (inclusive) square feet.

"Stormwater Ordinance" means Chapter 99 of the Citrus County Code of Ordinances governing the Stormwater Utility, as it may be amended from time to time.

"Tax Parcel" means a parcel of property which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Very Large Single Family Parcel" means a Single Family Parcel with an estimated Building Footprint greater than 6,000 square feet.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 1.03. GENERAL FINDINGS. It is hereby ascertained, determined and declared that:

(A) The Board hereby finds and determines that the Stormwater Service Assessments to be imposed in accordance with this Resolution provide an equitable method of funding the Stormwater Management Services by fairly and reasonably allocating the cost to specially benefitted property.

(B) Upon the adoption of this Initial Stormwater Service Assessment Resolution determining the Stormwater Service Cost and imposing Stormwater Service Assessments, the legislative determinations ascertained and declared in Section 86-3 of the Assessment

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Ordinance and Section 99-3 of the Stormwater Ordinance are hereby ratified and confirmed.

(C) The Stormwater Service Assessments imposed hereby are consistent with the authority granted in section 403.0893, Florida Statutes. That statutory provision is additional and supplemental authority to the constitutional and statutory power of self-government granted to the County.

(D) Upon the adoption of this Initial Stormwater Service Assessment Resolution that certain report entitled "Citrus County, Stormwater Service Assessment Report," dated as of June, 2021 and prepared by DRMP, Inc. and Government Services Group, Inc. is hereby adopted and incorporated herein by reference, including the assumptions, conclusions, and findings in such study as to the determination of the Stormwater Service Assessments and the description of the Stormwater Management Services, which shall serve as the Stormwater Basin Plan for the Countywide Stormwater operations and management of the Stormwater Utility.

(E) New and dedicated funding for the Stormwater management program of the County is needed to maintain compliance with state and federal requirements, and the levy of Stormwater Service Assessments is the most equitable method of providing this funding.

(F) The public health, safety, and welfare are adversely affected by poor water quality and flooding resulting from inadequate Stormwater management practices. All Developed Property either uses the Stormwater management system or benefits from the provision and operation of the Stormwater Management Services.

(G) The Stormwater Utility and the Stormwater Management Services it provides possesses a logical relationship to the use and enjoyment of Developed Property by

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

treating and controlling contaminated Stormwater generated by improvements constructed on Developed Property, which resulted in the alteration of such property from its natural state to accommodate such improvements.

(H) Substantially all of the Stormwater burden managed, controlled and treated by the Stormwater Utility is generated by Developed Property and the amount of Stormwater generated by property in its natural state that is managed, controlled and treated by the Stormwater Utility is inconsequential.

(I) The special benefits provided by the Stormwater Management Services to all Developed Property located within the Stormwater Management Area include, but are not limited to: (1) the provision of Stormwater Management Services and the availability and use of facilities and improvements by the owners and occupants of Developed Property to properly and safely detain, retain, convey and treat Stormwater discharged from Developed Property; (2) stabilization of or the increase of Developed Property values; (3) increased safety and better access to Developed Property; (4) improved appearance; (5) rendering Developed Property more adaptable to a current or reasonably foreseeable new and higher use; (6) alleviation of the burdens caused by Stormwater runoff and accumulation attendant with the use of Developed Property; and (7) fostering the enhancement of environmentally responsible use and enjoyment of the natural resources within the Stormwater Management Area.

(J) The County's Stormwater Management Services are necessitated by the existence of Impervious Area. Accordingly, it is fair and reasonable to impose a Stormwater Service Assessment only against Developed Property containing at least 100 square feet of Impervious Area and to otherwise apportion the Stormwater Service Cost to

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the Tax Parcels based on the amount of Impervious Area located thereon, as expressed in ESUs.

(K) The amount of Stormwater runoff generated by a Tax Parcel of Developed Property and sent to the Stormwater Utility represents that parcel's proportionate share of the burden of creating and maintaining the Stormwater system. The amount of runoff from a parcel is largely determined by the amount of Impervious Area contained on a parcel – the more the Impervious Area, the more the runoff, the more the cost of treatment and the more the charge to the Tax Parcel.

(L) The value of the Tax Parcel does not determine the scope of the required Stormwater Management Services. The potential demand for Stormwater Management Services by Developed Property is driven by the amount of Impervious Area located on the Tax Parcel.

(M) Apportioning the Stormwater Service Cost for Stormwater Management Services attributable to Single Family Parcels on a per ESU basis within tiers is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of parcel apportionment based upon statistical data.

(N) The Stormwater Service Assessments authorized by Section 86-34 of the Assessment Ordinance, Section 99-22 of the Stormwater Ordinance, and this Initial Stormwater Service Assessment Resolution provide an equitable method of funding the Stormwater Service Cost attributed to Developed Property by fairly and reasonably allocating the Stormwater Service Cost to specially benefited Developed Property classified on the basis of the Stormwater burden expected to be generated by the physical characteristics and use of such property.

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

(O) In accordance with section 163.3162(3), Florida Statutes, the County is prohibited from charging a Stormwater Service Assessment on certain Agricultural Property, if such Farm Operation has a National Pollution Discharge Elimination System Permit, an environmental resource permit, a works-of-the-district permit, or if it has implemented best management practices adopted as rules by the Florida Department of Environmental Protection, the Department of Agricultural and Consumer Services, or an appropriate water management district. Accordingly, any Owner of Agricultural Property demonstrating that they meet the outlined requirements shall be granted a Mitigation Credit from the Stormwater Service Assessment.

(P) Government Property provides facilities and uses to the community, local constituents and the public in general that serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Stormwater Service Assessments upon such parcels of Government Property and, pursuant to Section 86-5 of the Assessment Ordinance, no Stormwater Service Assessment shall be imposed upon Government Property.

(Q) Although a parcel's fee may be under government ownership, Government Leaseholds do not serve the same public purpose nor provide a public benefit sufficient to entitle Government Leasehold property to an exemption from the Stormwater Service Assessment. Additionally, exempting Government Leaseholds from the Stormwater Service Assessment could put the private lessees at a competitive advantage over other private entities engaging in the same proprietary venture. Accordingly, Government Leaseholds shall not be considered Government Property for the purposes of the

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Stormwater Service Assessment and shall not be afforded an exemption from the Stormwater Service Assessment that is granted to other Governmental Property.

(R) Government Property that is owned by federal government mortgage entities, such as the VA and HUD, due to foreclosures are not serving a governmental purpose nor providing a public benefit but are instead being held by these federal government mortgage entities in a proprietary capacity. Accordingly, these properties shall not be exempted from the Stormwater Service Assessment.

(S) Institutional Property whose use is wholly exempt from ad valorem taxation under Florida law provides facilities and uses to their ownership, occupants, and membership as well as the public in general that otherwise might be requested or required to be provided by the County and such property uses serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Stormwater Service Assessments upon such parcels of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law, and pursuant to Section 86-5 of the Assessment Ordinance, no Stormwater Service Assessments shall be imposed upon Buildings located upon a parcel of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law.

(T) Any shortfall in the expected proceeds from the Stormwater Service Assessment due to any reduction or exemption from payment of the Stormwater Service Assessment required by law or authorized by the Board shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Stormwater Service Assessment. In the event a court of competent jurisdiction determines any exemption or reduction by the Board is improper or

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

otherwise adversely affects the validity of the Stormwater Service Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Stormwater Service Assessment upon each affected Tax Parcel in the amount of the Stormwater Service Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel.

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

ARTICLE II

STORMWATER SERVICE ASSESSMENTS

SECTION 2.01. STORMWATER MANAGEMENT AREA.

(A) The Board hereby establishes the entire unincorporated area of the County as the Stormwater Management Area for the provision of countywide Stormwater Management Services.

(B) The Stormwater Utility created by Section 99-10 of the Stormwater Ordinance shall provide Stormwater Management Services in accordance with the Stormwater Basin Plan to all Developed Property within the Stormwater Management Area. All or any portion of the Stormwater Service Cost may be funded from the proceeds of the Stormwater Service Assessments.

(C) The Stormwater Utility may also acquire and construct capital facilities to assist and facilitate the provision of Stormwater Management Services within the Stormwater Management Area.

SECTION 2.02. IMPOSITION AND COMPUTATION.

(A) A Stormwater Service Assessment shall be imposed against all Developed Property within the Stormwater Management Area. The Stormwater Service Cost for the Fiscal Year beginning on October 1, 2021 is $4,663,915.00 and shall be assessed against all Tax Parcels of Developed Property within the Stormwater Management Area at a rate of assessment based upon the special benefit accruing to such Developed Property from the County's provision of Stormwater Management Services, measured by the number of ESUs attributable to each Tax Parcel.

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

(B) For the Fiscal Year beginning October 1, 2021, the Stormwater Service Assessment will be computed for each Tax Parcel of Developed Property located within the Stormwater Management Area by multiplying the number of Net ESUs attributable thereto by the per Net ESU rate of $58.84; provided however, that the $58.84 rate per Net ESU shall be reduced, if necessary, to ensure that the aggregate Stormwater Service Assessment within the Stormwater Management Area does not exceed the Stormwater Service Cost.

(C) No Stormwater Service Assessment shall be imposed upon a parcel of Government Property or upon Buildings located upon parcels of Institutional Property whose Building use is wholly or partially exempt from ad valorem taxation under Florida law; however, Government Leaseholds and Government Property that is owned by federal mortgage entities, such as the VA and HUD, shall not be exempted from the Stormwater Service Assessment.

SECTION 2.03. STORMWATER ASSESSMENT ROLL. The Director is hereby directed to prepare, or direct the preparation of, the Assessment Roll for the Stormwater Service Assessment in the manner provided in the Ordinance. A copy of this Initial Assessment Resolution and the Assessment Roll for the Stormwater Service Assessment shall be maintained on file in the office of the Director and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Stormwater Service Assessment for each Tax Parcel can be determined by use of an available computer terminal.

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

SECTION 2.04. METHOD OF COLLECTION. The Stormwater Service Assessments shall be collected from all Developed Property pursuant to the Uniform Assessment Collection Act.

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

ARTICLE III

DETERMINATION OF NET ESUs

SECTION 3.01. CLASSIFICATION OF TAX PARCELS. Each Tax Parcel located within the Stormwater Management Area shall be assigned to one of the following classifications: Small Single Family Parcels, Medium Single Family Parcels, Large Single Family Parcels, Very Large Single Family Parcels, Condominium Residential Unit Parcels, Condominium Non-Residential Unit Parcels, Condominium Common Area Parcels, or General Parcels.

SECTION 3.02. SINGLE FAMILY PARCELS.

(A) The Board hereby finds and determines as follows:

(1) Single Family Parcels constitute approximately 91.24% of the approximate 75,214 Developed Properties located within the Stormwater Management Area.

(2) The cost of measuring or verifying the Impervious Area for each individual Single Family Parcel greatly exceeds any benefit to be derived from individual measurement and verification.

(3) The Building Footprint of each Single Family Parcel constitutes a reasonable proxy for Impervious Area.

(4) Through a statistically valid sampling procedure, it has been determined that the typical Single Family Parcel within the Stormwater Management Area contains 4,182 square feet of Impervious Area and that a Single Family Parcel

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with 4,182 square feet of Impervious Area equates to an average Building Footprint of 2,063 square feet.

(B) The County has computed a Building Footprint of 2,063 square feet for a typical Medium Single Family Parcel within the Stormwater Management Area. Accordingly, the number of Net ESUs attributable to each Medium Single Family Parcel shall be computed by multiplying one (1) ESU by the appropriate Mitigation Credit Factor.

(C) The County has computed an average Building Footprint of 883 square feet for a typical Small Single Family Parcel within the Stormwater Management Area. Accordingly, the number of Net ESUs attributable to each Very Small Single Family Parcel shall be computed by multiplying .50 ESUs by the appropriate Mitigation Credit Factor.

(D) The County has computed an average Building Footprint of 3,722 square feet for a typical Large Single Family Parcel within the Stormwater Management Area. Accordingly, the number of Net ESUs attributable to each Large Single Family Parcel shall be computed by multiplying 1.70 ESUs by the appropriate Mitigation Credit Factor.

(E) The County has computed a Building Footprint of 6,000 square feet and above for a typical Very Large Single Family within the Stormwater Management Area. Accordingly, the number of Net ESUs attributable to each Very Large Single Family Parcel shall be computed as a General Parcel, in accordance with Section 3.05 hereof.

SECTION 3.03. RESIDENTIAL CONDOMINIUM PARCELS.

(A) The Board hereby finds and determines as follows:

(1) A residential condominium constitutes a unique form of real property ownership comprised of Condominium Residential Unit Parcels, to which there may be an appurtenant undivided share in Condominium Common Area Parcels.

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(2) It is fair and reasonable to attribute the Impervious Area of Condominium Common Area Parcels to the Condominium Residential Unit Parcels to which such Condominium Common Area Parcels are appurtenant.

(B) The number of Net ESUs attributable to each Condominium Residential Unit Parcel in a Condominium Complex shall be the amount computed by multiplying (a) the amount calculated by (i) dividing the Impervious Area of the Condominium Complex in which the Condominium Residential Unit Parcel is located, including any Condominium Common Area Parcels, by the ESU Value (4,182 square feet), and (ii) multiplying the total ESUs by the percentage of Building square footage allocated to all Condominium Residential Unit Parcels and then (iii) dividing the result by the total number of Condominium Residential Unit Parcels located within such Condominium Complex, by (b) the appropriate Mitigation Credit Factor.

SECTION 3.04. NON-RESIDENTIAL CONDOMINIUM PARCELS.

(A) The Board hereby finds and determines as follows:

(1) A non-residential condominium constitutes a unique form of real property ownership comprised of Condominium Non-Residential Unit Parcels, to which there may be an appurtenant undivided share in Condominium Common Area Parcels.

(2) It is fair and reasonable to attribute the Impervious Area of Condominium Common Area Parcels to the Condominium Non-Residential Unit Parcels to which such Condominium Common Area Parcels are appurtenant.

(B) The number of Net ESUs attributable to each Condominium Non-Residential Unit Parcel in a Condominium Complex shall be the amount calculated by (a) dividing the

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Impervious Area of the Condominium Complex in which the Condominium Non-Residential Unit Parcel is located, including any Condominium Common Area Parcels, by the ESU Value (4,182 square feet), and then (b) multiplying the total number of ESUs assigned to the Condominium Complex by the percentage of Building square footage allocated to all Condominium Non-Residential Unit Parcels to arrive at the total ESUs for all Condominium Non-Residential Unit Parcels, and then (c) dividing the total ESUs for all Condominium Non-Residential Unit Parcels by the amount determined by (i) dividing the square footage of each Condominium Non-Residential Unit Parcel by (ii) the total non-residential square footage in the Condominium Complex, and then (c) multiplying that figure by the appropriate Mitigation Credit Factor.

SECTION 3.05. GENERAL PARCELS. The number of Net ESUs attributable to each General Parcel shall be determined by (1) dividing the Impervious Area of the General Parcel by the ESU Value (4,182 square feet), and (2) multiplying the result by the appropriate Mitigation Credit Factor.

SECTION 3.06. APPROVAL OF MITIGATION POLICY. The Board hereby finds that the Mitigation Credit Policy is fair and reasonable and, therefore, approves the Mitigation Credit Policy attached hereto as Appendix B.

SECTION 3.07. PRIVATE STORMWATER MANAGEMENT FACILITIES.

(A) The Board recognizes the benefits provided by privately maintained Stormwater Mitigation Facilities. Properties supporting private Stormwater Mitigation Facilities should be credited for the public benefits they provide. Accordingly, the number of ESUs otherwise attributable to such property shall be adjusted by a Mitigation Credit determined in accordance with the Mitigation Credit Policy.

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

(B) In order to receive a Mitigation Credit for which property is eligible, prior to October 1, 2021 or prior to May 1 of each year thereafter, the Owner shall file a Mitigation Credit application with the Director on a form approved by the County. The Owner shall be required to provide the Director with a certification from a Florida registered professional engineer as to the standards of retention and detention achieved by the facility, evidence of compliance with any exemptions mandated under state law, or such other reasonable requirements as may be necessary to effectuate the purposes of this Section.

(C) The Director, with the assistance of other members of the administrative staff of the County, shall, within forty-five (45) days after the filing of such application, review the application and such other supporting data that may be filed therewith and make such further investigation as may be reasonably required in order to determine if the applicant is qualified for a Mitigation Credit pursuant to this Section.

(D) The Director shall furnish his or her written decision to such Owner by United States mail, postage prepaid, addressed to the Owner at the address stated on the application.

(E) No Mitigation Credit shall be applied for service provided to property by a Stormwater management facility constructed or maintained with County funds. However, a Mitigation Credit shall be applied for service provided to property by a regional Stormwater management facility if the developer of the property provided a capital contribution to the regional facility in lieu of constructing on-site facilities.

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(F) To retain the mitigation credit, the Owner must provide a certification of inspection of the stormwater management system to ensure proper operation and maintenance of the facility at 5-year intervals from the initial receipt of the mitigation credit.

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

ARTICLE IV

NOTICE AND PUBLIC HEARING

SECTION 4.01. PUBLIC HEARING. There is hereby established a public hearing to be held at 1:00 p.m. on September 9, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, at which time the Board will receive and consider any comments on the Stormwater Service Assessments from the public and affected property owners and consider imposing Stormwater Service Assessments and collecting such assessments on the same bill as ad valorem taxes.

SECTION 4.02. NOTICE BY PUBLICATION. The Director shall publish a notice of the public hearing authorized by Section 4.01 hereof in the manner and the time provided in Section 86-38 of the Assessment Ordinance. The published notice shall be published no later than August 19, 2021 in substantially the form attached hereto as Appendix C.

SECTION 4.03. NOTICE BY MAIL.

(A) The Director shall provide first class mailed notice of the public hearing authorized by Section 4.01 hereof in the manner and time provided in Section 86-39 of the Assessment Ordinance to each Owner proposed to be assessed at the address indicated on the Tax Roll. The mailed notice shall be mailed no later than August 19, 2021 in substantially the form attached hereto as Appendix D.

(B) If the County determines that the truth-in-millage ("TRIM") notice that is mailed by the Property Appraiser under section 200.069, Florida Statutes, also fulfills the requirements of paragraph (A) of this Section 4.03, then the separate mailing requirement described in paragraph (A) will be deemed fulfilled by the TRIM notice.

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

ARTICLE V

GENERAL PROVISIONS

SECTION 5.01. ADJUSTMENT OF NET ESUs.

(A) Petitions for review of the number of Net ESUs attributed to any Tax Parcel shall be submitted to the Director, who shall have authority to correct any errors made in applying the provisions of Article III hereof to the Tax Parcel. The following procedures shall apply to all petitions.

(1) Each petition shall be made to the Director by the Owner of the Tax Parcel or such Owner's authorized agent.

(2) The petition shall be in writing and set forth, in detail, the grounds upon which adjustment is sought.

(3) The petition must be filed with the Director within 30 days of the notice required by Section 4.03 of this Resolution and shall be reviewed within 30 days of the filing date. Filing of a petition shall not extend the time for payment of any Stormwater Service Assessment or affect the amount of any discount for early payment. If the number of Net ESUs is adjusted for any Tax Parcel, the Stormwater Service Assessment shall be corrected in accordance with Section 86-45 of the Assessment Ordinance. If the Stormwater Service Assessment has been paid prior to adjustment of the number of Net ESUs, the Tax Collector shall refund the amount by which the Stormwater Service Assessment has been reduced, adjusted for any early payment discount taken by the owner.

(4) The petitioner shall be required, at petitioner's own cost, to provide supplemental information to the Director including, but not limited to, survey data

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

approved by a professional land surveyor and/or engineering reports approved by a professional engineer. Failure to provide such information will result in the denial of the petition.

(5) The Director shall respond to each petition in writing.

(B) The Director may initiate adjustments to the number of Net ESUs attributed to any Tax Parcel. If the number of Net ESUs is reduced for any Tax Parcel, the Stormwater Service Assessment shall be corrected in accordance with the Assessment Ordinance. In such event, if the Stormwater Service Assessment has been paid prior to adjustment of the number of Net ESUs, the Tax Collector shall refund the amount by which the Stormwater Service Assessment has been reduced, adjusted for any early payment discount taken by the owner. If the number of Net ESUs is increased for any Tax Parcel, the adjustment shall become effective for Stormwater Service Assessments in subsequent Fiscal Years.

SECTION 5.02. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

DONE AND ADOPTED in Regular Session this ____ day of _____, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

_____
ANGELA VICK, CLERK

_____
SCOTT E. CARNAHAN, CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____
DENISE A. DYMOND LYN
COUNTY ATTORNEY

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

APPENDIX A

LEGAL DESCRIPTION OF THE STORMWATER MANAGEMENT AREA

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

APPENDIX A

LEGAL DESCRIPTION OF THE STORMWATER MANAGEMENT AREA

The Stormwater Management Area shall be coterminous with the entire area of the County, as described in section 7.09, Florida Statutes, less and except the incorporated areas of any municipality.

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

APPENDIX B

CITRUS COUNTY
STORMWATER UTILITY MITIGATION CREDIT POLICY

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

STORMWATER UTILITY MITIGATION CREDIT POLICY

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Stormwater Utility Mitigation Credit Policy

The County recognizes that some developed properties subject to the stormwater assessment are served by on-site stormwater management facilities that can reduce stormwater runoff impacts from the subject property and thus reduce the burden on the County to maintain, operate and provide capital improvements to the stormwater management systems. An important feature of the stormwater assessment process is the determination of mitigation credits in these situations. The proposed policy addresses mitigation credits as they apply to parcels that have participated in the private development and maintenance of man-made stormwater facilities, thus reducing the amount of runoff to be collected, conveyed or treated by the County's stormwater management program.

Mitigation Credit Application

Parcels subject to a stormwater charge may be granted a mitigation credit based on one of the following factors:

1. No stormwater discharges from any portion of the parcel, or contributes to road right-of-way or any part of a stormwater system over which the County has maintenance responsibility.

2. The parcel has a properly permitted, maintained and functional on-site stormwater management system that treats and/or attenuates stormwater prior to discharge (directly or indirectly) to a road right-of-way or stormwater system over which the County has maintenance responsibility.

3. Owner of parcel contributes monetarily to a Community Development District, Civic Association (Homeowners Association or Property Owners Association), or Special District that provides maintenance to a non-County owned stormwater management facility that accepts stormwater from the parcel.

On-site stormwater management facilities must be in compliance with a valid Southwest Florida Water Management District permit. Proof of compliance with permit requirements and certification of proper operation and maintenance of the facility will be required from the parcel owner on a periodic basis at 5-year intervals from the date of receiving the mitigation credit.

Rationale

Mitigation credits may be granted to parcel owners whose off-site stormwater impacts on the County systems are non-existent, mitigated by a properly functioning and permitted stormwater system or offset by contributions to the maintenance of a private system that provides stormwater treatment and attenuation for runoff to public right-of-way. The County recognizes a savings on the costs of maintaining the County-owned and operated stormwater facilities in these situations. The basis for these credits is as follows:

1. Parcels with detention facilities (in open basins) discharge stormwater at a controlled rate and provide stormwater treatment, thereby reducing the burden on the County non-transportation related stormwater systems.
2. Parcels with retention facilities (in closed basins) that discharge no stormwater, thereby imposing no direct stormwater maintenance burdens on the County non-transportation related stormwater systems.

3. The County and the receiving waters receive benefits from privately-owned and properly maintained stormwater management facilities. It is in the County's interest to encourage the proper operation and maintenance and continued existence of on-site stormwater management facilities.

Mitigation Credits

A property with functioning on-site stormwater management facilities may receive a mitigation credit upon the following conditions:

Condition	Credit
1. Detention Systems (in open basins) – A parcel is eligible for a thirty percent (30%) credit from the user fee when the owner demonstrates that stormwater discharge rate (peak flow) from the detention system after development is less than or equal to the pre-development rate (peak flow) of the parcel for a 25-year, 24-hour storm event as required by the Southwest Florida Water Management District. The property owner must provide certification by a Florida licensed professional engineer documenting that these requirements are met.	30%
2. Retention Systems (in closed basins) – A parcel is eligible for a fifty percent (50%) credit from the user fee when the owner demonstrates that stormwater runoff is retained from a 100-year, 24-hour storm event as required by the Southwest Florida Water Management District. The property owner must provide certification by a Florida licensed professional engineer documenting that these requirements are met.	50%

The above mitigation credits are not cumulative. Requests for mitigation credits with supporting documentation must be submitted to Citrus County to obtain the credit.

Right of Entry

In order to be eligible for a Mitigation Credit, the owner of the parcel must agree to allow the County to inspect the stormwater management facilities to ensure the facilities are functioning properly and receiving periodic maintenance.

Agricultural Property

Agricultural Property meeting the requirements of Section 193.461, Florida Statutes, shall be

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exempt from the Stormwater Assessment if the property owner provides appropriate documentation to the County that it has an active National Pollutant Discharge Elimination System permit, environmental resource permit, or works-of-the-district permit or implements best management practices adopted as rules under Chapter 120 by the Department of Environmental Protection, the Department of Agriculture and Consumer Services, or a water management district as part of a statewide or regional program.

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APPENDIX C

FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 19, 2021

[MAP OF STORMWATER MANAGEMENT AREA]

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS

The U. S. Environmental Protection Agency through the National Pollution Discharge Elimination System Stormwater permitting program implemented by the Florida Department of Environmental Protection has mandated Citrus County, Florida to implement and fund a comprehensive stormwater management program. A new and dedicated funding source is needed to maintain compliance with these requirements. Accordingly, the Citrus County, Florida Board of County Commissioners ("Board"), will conduct a public hearing to consider the imposition of Stormwater Service Assessments in the unincorporated area of the County, as shown above. The hearing will be held at 1:00 p.m. on September 9, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Administrator's office, 3600 W. Sovereign Path, Suite 267, Lecanto, Florida 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service. If you need a Spanish Translator, please make arrangements with the County by telephone within two days of the publication notice at (352) 527-5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos dias de la notificatión de la publicación a 352-527-5370. All affected property owners have a right to appear at the hearing and to file written objections with the County. All written objections to the non-ad valorem assessments must be filed with the Board of County Commissioners within twenty

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

(20) days of this notice. Please include your name, parcel number, and the reason you object to the assessment on all written objections. Address all written objections as follows: Citrus County BOCC, Attn: Land Section, 3600 W. Sovereign Path, Suite 205, Lecanto, Florida 34461. Any person wishing to appeal any decision of the Board with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

The Stormwater Service Assessments will fund the County's cost to provide Stormwater Management Services in the unincorporated area of the County. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The County has determined that the median single-family residence in the Stormwater Management Area includes 4,182 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." The annual Stormwater Service Assessment rate for the upcoming Fiscal Year will be $58.84 for each Net ESU.

Generally, the number of ESUs were calculated individually for each parcel of property by dividing the impervious surface area by 4,182 square feet. If a property owner applies and qualifies, credits for privately maintained Stormwater mitigation facilities and other factors affecting the quantity or quality of Stormwater runoff will be applied, resulting in an assignment of Net ESUs. A more specific description is set forth in the Initial Assessment Resolution adopted by the Board on July 13, 2021. Copies of the Initial Assessment Resolution and the preliminary assessment roll are available for inspection at the Board of County Commissioner's Administrative Office, Room 232, located at the Citrus

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

County Courthouse, 110 North Apopka Avenue, Inverness, Florida. Additional information about the Stormwater Service Assessment, including the application for credits, is available at https://www.citrusbocc.com/departments/public_works/storm_water.php.

Failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title to your property.

If you have any questions, please contact the County at (352) 527-5373.

CITRUS COUNTY, FLORIDA

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

APPENDIX D

FORM OF NOTICE TO BE MAILED

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Citrus County
P.O. Box _____
Inverness, FL _____

CITRUS COUNTY, FLORIDA

NOTICE OF PUBLIC HEARING FOR ADOPTION OF STORMWATER SERVICE ASSESSMENT

NOTICE DATE: AUGUST 19, 2021

Owner Name
Address
Address
County, State Zip

Parcel ID#: _____
Legal Description: _____
Sequence Number: ____

*******NOTICE TO PROPERTY OWNER*******

Dear Citrus County Property Owner:

The past decade has brought increased awareness of the detrimental environmental impacts associated with stormwater runoff from develop property including degradation of surface waters, land erosion, flooding and collection of standing water on streets and property. In response public demand and increased federal regulations imposed by the U. S. Environmental Protection Agency's National Pollution Discharge Eliminati System stormwater permitting program as implemented by the Florida Department of Environmental Protection, Citrus County has been mandat to improve stormwater management services, which require a dedicated funding source for these services by creating a stormwater assessme program to generate revenues.

Stormwater assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on your property. Impervic surfaces include the rooftop, patios, driveways, parking lots and similar areas. The County has determined that the median single-family residence the Stormwater Management Area includes 4,182 square feet of impervious surface, which is the value of one "equivalent stormwater unit" or "E Value." Single-family residential properties are categorized into one of four ESU tiers based on the estimated amount of impervious area associat with each parcel (computed by using the building footprint of the residence). Condominium units are charged generally by calculating the to number of ESUs applicable to the condominium complex as a whole, then dividing that total number of ESUs by the total number of condomini residential or non-residential units on the property. For general parcels, such as commercial parcels, the number of ESUs has been calculat individually for each parcel of property by dividing the impervious surface area by 4,182 square feet. If you apply and qualify, credit for privat maintained stormwater mitigation facilities and other factors affecting the quantity or quality of stormwater runoff will be applied, as applicab resulting in the assignment of Net ESUs. Additionally, if you apply and qualify, certain Agricultural Property is exempt from payment of Stormwa Service Assessments pursuant to state law. The annual Stormwater Service Assessment rate for Fiscal Year 2021-22 will be $58.84 for each N ESU. It is estimated that the County will collect $4,663,915.00 from the Stormwater Service Assessments for Fiscal Year 2021-22.

The above referenced parcel has been assigned the following Net ESUs and assessment amounts:

Number of ESUs	
FY 2021-22 Annual Stormwater Service Assessment	

The Citrus County Board of County Commissioners will hold a public hearing at 1:00 p.m. on September 9, 2021, in Room 100 of the Citrus Cou Courthouse, 110 North Apopka Avenue, Inverness, Florida. Comments will be received on the proposed Stormwater Service Assessmer including their collection on the ad valorem tax bill. You are invited to attend and participate in the hearing. You may also file written objections w the County within twenty (20) days of the date of this notice. Please include your name, parcel number, and the reason you object to the assessm on all written objections. Objections should be forwarded as follows: Citrus County BOCC, Attn: Land Section, 3600 W. Sovereign Path, Suite 2(Lecanto, Florida 34461. If you decide to appeal any decision made by the Board with respect to any matter considered at the hearing, you will ne a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appea to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in t proceeding should contact the County Manager's office, 3600 W. Sovereign Path, Suite 267, Lecanto, Florida 34461, (352) 527-5210, at least t days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Servi If you need a Spanish Translator, please make arrangements with the County by telephone within two days of the publication notice at 352-52 5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos dias de la notificatión de la publicación a 35 527-5370.

Because the Stormwater Service Assessment will be collected by the Tax Collector of Citrus County, pursuant to Chapter 197, Florida Statut failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property, which may result in a lo of title to your property.

If you have any questions regarding the number of ESUs assigned to your property or the amount of the Stormwater Service Assessment, plea contact the County at 352-527-5373.

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

If you believe you may qualify for a mitigation credit for a privately maintained stormwater management facility or you believe your Agricultural Property is exempt from the Stormwater Service Assessment, please contact the County at 352-527-5373 or go to https://www.citrusbocc.com/departments/public_works/storm_water.php to file a credit application.

*******THIS IS NOT A BILL*******

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

APPENDIX E

DOR CODES

APPENDIX E

Citrus County Property Appraiser's DOR Codes

Property Use	Category
0000 - VACANT SINGLE FAMILY RESIDENCE	General Parcel
0100 - SINGLE FAMILY RESIDENTIAL	Single Family
0200 - MOBILE HOMES	Single Family
0300 - MULTI-FAMILY>9 UNITS	General Parcel
0400 - CONDOMINIUM	Condo
0500 - CO-OPERATIVES	Condo
0600 - RETIREMENT HOMES	General Parcel
0700 - MISCL RESIDENTIAL	General Parcel
0800 - MULTI-FAMILY<10 UNITS	General Parcel
1000 - VACANT COMMERCIAL	General Parcel
1100 - STORES - 1 STORY	General Parcel
1200 - STORES, OFFICE, RESIDENT COMBO	General Parcel
1300 - DEPARTMENT STORES	General Parcel
1400 - SUPERMARKETS	General Parcel
1500 - REGIONAL SHOPPING CENTERS	General Parcel
1600 - COMMUNITY SHOPPING CENTERS	General Parcel
1700 - OFFICE BLDGS, NON-PROFESSIONAL	General Parcel
1800 - OFFICE BLDGS NON-PROF MULTI ST	General Parcel
1900 - PROFESSIONAL SERVICES BLDGS	General Parcel
2000 - AIRPORT BUS MARINAS PIERS	General Parcel
2100 - RESTAURANTS CAFETERIAS	General Parcel
2200 - DRIVE-IN RESTAURANTS	General Parcel
2300 - FINANCIAL INSTITUTIONS	General Parcel
2400 - INSURANCE COMPANY OFFICES	General Parcel
2500 - REPAIR SERV SHOPS	General Parcel
2600 - SERVICE STATIONS	General Parcel
2700 - VEHICLE SALES AND SERVICE	General Parcel
2800 - MOBILE HOME PARKS	General Parcel
2900 - WHOLESALE OUTLETS	General Parcel
3000 - FLORIST GREENHOUSES	General Parcel
3100 - DRIVE-IN THEATERS OPEN STADIUM	General Parcel
3200 - ENCLOSED THEATERS AUDITORIUMS	General Parcel
3300 - CLUBS LOUNGES BARS	General Parcel
3400 - BOWLING SKATING POOL ARENAS	General Parcel
3500 - TOURIST ATTRACTIONS	General Parcel
3600 - RV/CAMPGROUNDS	General Parcel
3700 - RACE TRACKS HORSE AUTO DOGS	General Parcel
3800 - GOLF COURSES DRIVING RANGES	General Parcel

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Property Use	Category
3900 - HOTELS MOTELS	General Parcel
4000 - VACANT INDUSTRIAL	General Parcel
4100 - LIGHT MANUFACTURING	General Parcel
4200 - HEAVY INDUSTRIAL	General Parcel
4300 - LUMBER YARDS	General Parcel
4400 - PACKING PLANTS	General Parcel
4500 - CANNERIES DISTILLERIES WINERIE	General Parcel
4600 - OTHER FOOD PROCESSING	General Parcel
4700 - MINERAL PROCESSING	General Parcel
4800 - WAREHOUSES TERMINALS	General Parcel
4900 - OPEN STORAGE JUNK YARDS	General Parcel
5000 - IMPROVED AGRICULTURAL	General Parcel
5100 - CROPLAND SOIL CLASS I	General Parcel
5200 - CROPLAND SOIL CLASS II	General Parcel
5300 - CROPLAND SOIL CLASS III	General Parcel
5400 - TIMBERLAND SITE INDEX 90 +	General Parcel
5500 - TIMBERLAND SITE INDEX 80 - 89	General Parcel
5600 - TIMBERLAND SITE INDEX 70 - 79	General Parcel
5700 - TIMBERLAND SITE INDEX 60 - 69	General Parcel
5800 - TIMBERLAND SITE INDEX 50 - 59	General Parcel
5900 - TIMBERLAND NOT CLASS TO PINES	General Parcel
6000 - GRAZING LAND	General Parcel
6100 - GRAZING LAND	General Parcel
6200 - GRAZING LAND	General Parcel
6300 - GRAZING LAND	General Parcel
6400 - GRAZING LAND	General Parcel
6500 - GRAZING LAND	General Parcel
6600 - ORCHARD GROVES CITRUS	General Parcel
6700 - POULTRY BEES FISH RABBITS	General Parcel
6800 - DAIRIES FEED LOTS	General Parcel
6900 - ORNAMENTALS MISC AGRICULTURAL	General Parcel
7000 - VACANT INSTITUTIONAL	General Parcel
7100 - CHURCHES	General Parcel
7200 - PRIVATE SCHOOLS AND COLLEGES	General Parcel
7300 - PRIVATELY OWNED HOSPITALS	General Parcel
7400 - HOMES FOR THE AGED	General Parcel
7500 - NON-PROFIT SERVICES	General Parcel
7600 - MORTUARIES CEMETERIES CREMETOR	General Parcel
7700 - CLUBS LODGES UNION HALLS	General Parcel
7800 - SANITARIUMS CONVALESCENT REST	General Parcel
7900 - CULTURAL ORGANIZATIONS	General Parcel
8000 - VACANT GOVERNMENTAL	General Parcel
8100 - MILITARY	General Parcel

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Property Use	Category
8200 - FOREST PARKS RECREATIONAL AREA	General Parcel
8300 - PUBLIC COUNTY SCHOOLS	General Parcel
8400 - COLLEGES	General Parcel
8500 - HOSPITALS	General Parcel
8600 - COUNTIES - GOVT NO SCHOOLS	General Parcel
8700 - STATE - GOVT	General Parcel
8800 - FEDERAL - GOVT	General Parcel
8900 - MUNICIPAL	General Parcel
9000 - LEASEHOLD INTERESTS	General Parcel
9100 - UTILITIES	General Parcel
9200 - MINING PETROLEUM GAS LANDS	General Parcel
9300 - SUBSURFACE RIGHTS	No Charge
9400 - RIGHT-OF-WAYS	No Charge
9500 - SUBMERGED LANDS	No Charge
9600 - WASTELANDS	No Charge
9700 - OUTDOOR RECREATION - CLASS	No Charge
9800 - CENTRALLY ASSESSED	No Charge
9900 - ACREAGE - NON-AG	General Parcel

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Citrus County Board of County Commissioners
Budget Transfer Form

June 11, 2021	001	General Fund
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Administration Services

Department Number	Account Number	From Amount	To Amount	Account Title
9999	60050	113,900		Reserve For Contingencies
2101	54201		113,900	Postage

Detailed Reason for Transfer:

This transfer will allocate funds for Government Serices Group, Inc., to develop and distribute the First-Class Public Hearing Notice to benefitting property owners with regard to the proposed Stormwater MSBU pursuant to their attached proposal.

Division Approval: Brian Kauffman Date: 6/11/21

Department/Office Approval: Date: 6/11/21

Management & Budget Approval: cpcott Date: 6-11-20

Board Approval:

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

General Fund - Reserve for Contingency Addendum
FY 2020/2021
9999-60050

Beginning Balance			1,573,258
Approved Transfers			
02/09/2021	Code Compliance Unsafe Structures	(100,000)	
03/23/2021	Audio Visual Technician	(28,694)	
04/13/2021	Strategic Plan	(23,000)	
04/27/2021	Court Alternative Program Assistant	(6,930)	
07/13/2021	Stormwater MSBU mailing	(113,900)	
Available Balance			1,300,734

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

GSG
GOVERNMENT SERVICES GROUP, INC.

April 14, 2021

Brian Kaufman, P.E.
Engineering Division Director
Citrus County Department of Public Works
3600 W. Sovereign Path, Suite 241
Lecanto, Florida 34461

Re: Citrus County Proposal for Mailing Stormwater Assessment First Class Notices

Dear Brian,

Pursuant to your request, Government Services Group, Inc. (GSG) is pleased to submit our proposal to provide professional services and special assistance to Citrus County (County) and its staff with the mailing of stormwater assessment first class notices for Fiscal Year 2021-22.

The attached Appendix A provides a detailed work plan and project schedule. GSG will work under the professional services fee arrangement described in the attached Appendix A.

Upon review and satisfactory determination, please sign where indicated to acknowledge acceptance of the proposal and to serve as Notice to Proceed. Upon execution, please provide our office with a signed copy for our files.

We look forward to working with Citrus County on this very important project. If you or any other County officials have any questions, please feel free to contact me.

Sincerely,

Sandi Walker

Sandi Walker
Assistant Director, Government Services Division

Corporate Headquarters
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
T 850-681-3717 | F 850-224-7206
Toll-Free 866-896-4747

Longwood Office
280 Wekiva Springs Road
Protegrity Plaza, Suite 2070
Longwood, Florida 32779
T 407-629-6900 | F 407-629-6963

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Appendix A

CITRUS COUNTY STORMWATER ASSESSMENT PROGRAM
MAILING OF FIRST-CLASS NOTICES FOR FISCAL YEAR 2021-22

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Citrus County First Class Mailed Notices Scope of Services

This proposal articulates the services proposed by GSG to assist the County in mailing first class notices pursuant to the uniform method of collection for its proposed stormwater services special assessment program for Fiscal Year 2021-22.

Task 1: **Produce Notice Roll and Data Exports** After verification of final rates for the assessment program, GSG will create the notice roll by applying the rates to the assessment roll. GSG will then produce the data exports needed for the production of first class mailed notices.

Task 2: **Development and Distribution of First-Class Notice** GSG will assist the County in developing the first class notice and its distribution to affected property owners including:

- **Develop First Class Notice** GSG will work with the County to develop the statutorily required first class notice to be distributed to all affected property owners.
- **NCOA** All property owner addresses are reviewed and processed to get them into a format acceptable for NCOA processing. The addresses are then exported to a file and sent to an NCOA vendor for change-of-address processing and US Postal Service address standardization. The updated data is retrieved and merged into the assessment database as part of the notice building process.
- **Merging, Printing and Processing First Class Notices** GSG will create a database to merge the notice roll information into the first-class notices and print the notices. The first-class notices will be sorted with multi-owner and non-domestic being extracted and handled in-house by GSG.
- **Pre-Notice Printing Quality Control** Prior to merging the first-class notices, GSG will conduct a quality control check on a sampling of the notices to guarantee that the rates are accurately applied, the notices comply with all statutory requirements, and the client specific information is correct.
- **Post Notice Printing Quality Control** After each run of first-class notices is printed, GSG will conduct a quality control check to confirm the accuracy of the information contained in the notices and verify the quality of each notice printed.
- **Development of Informational Brochure** GSG will work with the County to develop a two-sided informational brochure to be included with the statutorily required first class notice. GSG will produce the black and white two-sided informational insert and include with the mailed first-class notices.
- **Mailing First Class Notices** GSG will package and deliver the printed first-class notices and informational brochures (if applicable) to its outside vendor for folding, stuffing, postage and timely mailing of the first-class notices in compliance with the statutory requirements.

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

PRELIMINARY PROJECT SCHEDULE

Deliverable	Date
Notice to Proceed	June 2021
County Provides Sign-Off on Rates/Form of First Class Mailed Notice/ Informational Insert	July 14, 2021
GSG Develops Preliminary Assessment Roll Database	July 15, 2021
GSG Prints, Stuffs and Postmarks First Class Mailed Notices	July 15 - 29, 2021
GSG Mails First Class Notices	by August 19, 2021

FEES AND COSTS

The fee for producing and mailing the statutorily required first class notices depends on the number of assessable parcels of property within the assessment program area, but average approximately $1.41 per parcel. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate and if U.S. postage rates increase prior to mailing, the additional postage per notice will be charged.

Stormwater Services Assessment Program Estimated Notice Costs

Produce and Mail Notices (Approximately 75,000 notices x $1.41)	$105,750
2-Sided Black and White Informational Insert (75,000 x $0.10)	$7,500
Additional Foreign Postage (Approximately 1,000 notices x $0.65)	$650
Total Estimated Cost	**$113,900**

*Estimate based on one page single-sided notice with one-page two-sided informational insert.

PAYMENT SCHEDULE

Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document.

MAILING OF STORMWATER SERVICE ASSESSMENT PROGRAM FIRST CLASS NOTICES FOR FISCAL YEAR 2021-22
AGREED TO AND ACCEPTED BY:

_____ _____

Citrus County Date

Attachment: 1c Supporting docs Stormwater MSBU (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Citrus County, Florida
Stormwater Assessment Report

JUNE 2021

Presented by:
DRMP, Inc.
941 Lake Baldwin Lane
Orlando, Florida 32814

AND

Government Services Group, Inc.
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308

DRAFT

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

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Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Stormwater Services

INTRODUCTION

Citrus County (County) has entered into a professional services agreement with DRMP, Inc. (DRMP) to provide Stormwater Assessment program assistance in developing a special assessment methodology and rate analysis for funding the County's stormwater management program in the unincorporated area of the County. DRMP subcontracted with Government Services Group, Inc. (GSG) to provide specialized services in the development and implementation of the County's stormwater assessment program. GSG specializes in government finance and taxation issues, in working with cities, counties, special districts, and state agencies, to develop unique funding and service delivery solutions for critical infrastructure and service needs. GSG has developed extensive experience in structuring and implementing alternative revenue sources in Florida. The County has retained Nabors, Giblin & Nickerson, P.A. (NG&N) to provide legal review and guidance on the study.

The objective of the Stormwater Assessment Project is to develop a special assessment to fund the County's provision of current stormwater activities and future compliance and regulatory requirements based on public policy established by the County. The stormwater special assessment will be collected using the tax bill collection method beginning Fiscal Year 2021-22 and future fiscal years. This document is the Stormwater Assessment Report (Assessment Report), which is one of the project deliverables specified in the scope of services.

The work effort, documented by this Assessment Report, focused on identifying the revenue requirements to fully fund the provision of stormwater services within the unincorporated area of the County for a ten-year period beginning with Fiscal Year 2021-22 and developing a methodology to fairly allocate the costs to properties that specifically benefit from the provision of stormwater services or demand stormwater services from the County. However, the County has the choice of funding all or only a portion of these costs based on policy direction.

The goals of this study were as follows:

- To utilize the information contained in the Stormwater Needs Assessment Report prepared by DRMP and GSG dated May 2021 (Needs Assessment Report) to determine the assessable costs for stormwater services for Fiscal Year 2021-22 through Fiscal Year 2030-31.
- To recommend a fair and reasonable methodology to apportion the costs of stormwater services among all parcels that are benefited.
- To determine a consistent, feasible and legally sufficient charge to recover the cost of stormwater services provided to property within the unincorporated area of the County.
- To apply the apportionment methodology and develop preliminary rates.

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

OBJECTIVES

In order to achieve the study goals, a number of objectives were accomplished as follows:

- Provide an inventory of the stormwater services that the County currently provides.
- Review and work with County staff to identify enhanced stormwater services for future compliance and regulatory requirements.
- Determine the full costs of providing stormwater services within the unincorporated area of the County.
- Review such final cost determination with the County to determine which elements provide the requisite special benefit to the properties.
- Determine relative benefit anticipated to be derived by properties within the County from the delivery of stormwater services.
- Recommend a fair and reasonable apportionment of costs among parcels that are benefited.
- Calculate a multi-year fee schedule based on the proposed ten-year cost calculations utilizing the Fiscal Year 2021-22 cost calculations and budget, and the increased level of services costs.
- Ensure that the recommended rates and parcel classifications conform to the statutory requirements.

STUDY METHODOLOGY

GSG performed the following tasks in accomplishing the project objectives:

- Undertook extensive data collection and a detailed research process to identify the operations, capital projects and funding of stormwater services within the County.
- Conducted interviews with County staff to identify all stormwater services provided by the County and the costs associated with provision of those stormwater services.
- Identified all maintenance services and costs associated with the delivery of stormwater management services.
- Analyzed the proposed Fiscal Year 2021-22 budget calculations, both expenditures and revenues.
- Analyzed the future compliance and regulatory requirement expenditures identified in the Needs Assessment Report to determine the costs of the increased stormwater services.
- Compared the expenditure requirement with anticipated revenues to develop a funding requirement line item for a ten-year period beginning with Fiscal Year 2021-22.
- Develop the preliminary stormwater assessment roll and identified the stormwater billing database requirements and determined the actual base billing units based on the impervious area calculations conducted by GSG and DRMP.
- Determine the funding requirements for Fiscal Years 2021-22 through 2030-31 based upon the recommended parcel apportionment to determine preliminary rates for stormwater services in the unincorporated area of the County.

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

RESEARCH AND ANALYSIS

The recommendations found in this Stormwater Assessment Report were formulated after a study of the unique stormwater issues faced by Citrus County. Resources used by GSG include:

- Meetings with County staff and members of DRMP and GSG.
- A review of the County's Needs Assessment Report prepared by DRMP and GSG.
- A review of the stormwater expenditure and revenue requirements.
- A review of the County's Stormwater Management Ordinance; maps of the County; and various other documents relating to the delivery of stormwater services in Citrus County.
- A review of the stormwater services currently being provided by the County and additional stormwater services needed for future compliance and regulatory requirements.
- Data acquired from the Citrus County Property Appraiser's Office.
- Impervious area data collected by GSG and DRMP.
- A review of the County's potential stormwater management projects and system improvements identified in the Needs Assessment Report and by County staff.

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Service Description and Cost Calculations

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

OVERVIEW OF COUNTY'S CURRENT STORMWATER SERVICES

Currently, stormwater services are performed by the Engineering and the Road Maintenance Divisions within the Public Works Department. The stormwater services currently being provided by the County include:

- Reducing adverse impact to roadways by repairing facilities on an as-needed basis.
- Stormwater infrastructure that the County maintains includes:
    - 544 miles of roadside ditches and swales
    - 585 drainage retention areas
    - 33 miles of drainage right of way ditches
    - 2,050 drainage pipes
    - 1,138 drainage structures
    - Street sweeping 75 curb miles
    - Aquatic weed harvesting

ENHANCED LEVEL OF STORMWATER SERVICES

The County desires to enhance the level of services provided in its stormwater program as identified in the Needs Assessment Report including:

- Increased dedicated stormwater staff
- Additional trucks and support equipment
- Stormwater inspection program
- Hydrological monitoring program
- Increased number of times per year for mowing of stormwater facilities
- Increased facilities cleaning and restoration including
    - Roadside swales and ditches
    - DRAs
    - DROW ditches
    - Pipes and drainage structures
- Increased number of times per year for street sweeping
- Increase the schedule for stormwater facilities repair and replacement
- BMPs with water quality

- Watershed management program

ASSESSABLE COSTS CALCULATIONS

The County's Stormwater Services expenditures are included in the County's Stormwater MSTU, Road Maintenance, Gas Tax and Coop budgets, as well as the Aquatic Services Division budget.

GSG utilized the information contained in the Needs Assessment Report to develop a ten-year average (Fiscal Years 2021-22 through Fiscal Year 2030-31) proforma assessable budget for stormwater services provided countywide[1].

The County desires to enhance the level of services provided in its stormwater program and the resources necessary to accomplish the County's goals are identified in the Needs Assessment Report. The Needs Assessment Report identified three levels of service (LOS):

- Current LOS
- Acceptable LOS
- Optimal LOS

- The County currently imposes an MSTU to help offset the costs of stormwater services provided in the County. However, the County desires to eliminate the MSTU and fully fund stormwater services with a stormwater assessment program. Therefore, we have not included any MSTU revenues.
- The Miscellaneous Assessment Expenditures portion of the budget includes costs associated with engineering services for collection of impervious area information and development of the stormwater assessment program, implementation costs, and annual program maintenance. These costs are reimbursable through the assessment program.
- The line item "Statutory Discount" under "Miscellaneous Assessment Expenditures" reflects a 95% collection of the Stormwater Assessment to cover the 4% statutory discount allowed by the Uniform Method and 1% reserve for under collection. Accordingly, the statutory discount is budgeted at 5% of the total assessable costs.
- Pursuant to section 197.3632, Florida Statutes, the tax collector and property appraiser may each enter into an agreement with the local government for reimbursement of necessary administrative costs incurred from the collection of the non-ad valorem assessment. Accordingly, if any such fee(s) is charged, the fee may be recouped as an add-on to the total assessable costs for the year.

  The line item "Collection Costs (TC)" reflects reimbursement for the collection costs associated with the non-ad valorem assessment incurred by the Tax Collector. Pursuant to section 197.3632, Florida Statues, a municipal government shall only compensate the tax collector for the actual costs of collecting the non-ad valorem assessment, not to exceed 2%, on the amount of special assessments collected and remitted. We have assumed a 2% collection cost.

  The line item "Property Appraiser Costs" and "Property Appraiser 1st Year Costs" is the Property Appraiser's cost for services relating to providing assistance with the non-ad valorem assessments. The agreement between the Property Appraiser and the County provides an annual amount of 2% of the special assessments collected, as well as additional first year costs. We have included these costs.

[1] GSG did not include any stormwater expenditures that did not provide a countywide benefit.

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Table 1 contains the County's current LOS for Fiscal Year 2021-22.

Table 1
Citrus County FY 2021-22 Stormwater Current LOS Budget

	FY 2021-22
Current Stormwater Expenditures	$4,837,635
Aquatic Weed Grant	969,446
Net Current Stormwater Services	**$3,868,189**
Miscellaneous Assessment Expenditures	
Study and Implementation Costs	150,033
Notice Costs	113,900
Statutory Discount (@ 5%)	245,469
Tax Collector Costs (@ 2%)	95,182
Property Appraiser 1st Year Costs	95,960
Property Appraiser Costs (@ 2%)	95,182
Total Miscellaneous Expenditures	**795,726**
Total Assessable Expenditures	**$4,663,915**

Table 2 provides the County's Acceptable LOS for Fiscal Years 2021-22 through 2030-31, as well as the ten-year average assessable expenditures. Table 3 provides the County's Optimal LOS for Fiscal Years 2021-22 through 2030-31, as well as the ten-year average assessable expenditures.

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Table 2
Citrus County Stormwater Acceptable LOS Budget
Fiscal Year 2021-22 through 2030-31

	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	10 Yea Averag
Administration											
Stormwater Staff	279,520	290,701	302,329	314,422	326,999	340,079	353,682	367,829	382,542	397,844	335,59
Stormwater Operation and Maintenance	734,000	748,680	763,654	778,927	794,505	810,395	826,603	843,135	859,998	877,198	803,71
Stormwater New Administrative Equipment	60,000	63,700	37,400	37,400	37,400	37,400	37,400	37,400	37,400	37,400	42,29
Stormwater Inspection Program	105,000	105,900	46,818	47,754	48,709	49,684	50,677	51,691	52,725	53,779	61,27
Total Administration	**$1,178,520**	**$1,208,981**	**$1,150,200**	**$1,178,503**	**$1,207,614**	**$1,237,558**	**$1,268,362**	**$1,300,055**	**$1,332,665**	**$1,366,221**	**$1,242,86**
Maintenance											
Stormwater Facilities Mowing	381,510	389,140	396,923	404,861	412,959	421,218	429,642	438,235	447,000	455,940	417,74
Stormwater Facilities Cleaning/Restoration	1,352,260	1,379,305	1,406,891	1,435,029	1,463,730	1,493,004	1,522,864	1,553,322	1,584,388	1,616,076	1,480,68
Street Sweeping	54,000	55,080	56,182	57,305	58,451	59,620	60,813	62,029	63,270	64,535	59,12
Aquatic Weed Harvesting	945,850	964,767	984,062	1,003,744	1,023,818	1,044,295	1,065,181	1,086,484	1,108,214	1,130,378	1,035,67
Total Maintenance	**$2,733,620**	**$2,788,292**	**$2,844,058**	**$2,900,939**	**$2,958,958**	**$3,018,137**	**$3,078,500**	**$3,140,070**	**$3,202,872**	**$3,266,929**	**$2,993,23**
Capital Projects and Planning											
Stormwater Facilities Repair/Replacement	270,800	276,216	281,740	287,375	293,123	298,985	304,965	311,064	317,285	323,631	296,51
BMPs with Water Quality Component	309,350	315,537	321,848	328,285	334,850	341,547	348,378	355,346	362,453	369,702	338,73
Watershed Management Program	400,000	400,000	400,000	400,000	400,000	200,000	200,000	200,000	200,000	200,000	300,00
Total Capital Projects and Planning	**$980,150**	**$991,753**	**$1,003,588**	**$1,015,660**	**$1,027,973**	**$840,532**	**$853,343**	**$866,410**	**$879,738**	**$893,333**	**$935,24**
Total Expenditures	**$4,892,290**	**$4,989,026**	**$4,997,847**	**$5,095,102**	**$5,194,545**	**$5,096,228**	**$5,200,206**	**$5,306,535**	**$5,415,275**	**$5,526,483**	**$5,171,35**
Miscellaneous Assessment Expenditures											
Study and Implementation Costs	150,033	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	48,75
Notice Costs	113,900	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	15,89
Statutory Discount (@ 5%)	305,595	292,115	292,627	298,273	304,046	298,338	304,375	310,548	316,861	323,318	304,61
Tax Collector Costs (@ 2%)	118,496	113,269	113,468	115,657	117,896	115,682	118,023	120,417	122,865	125,368	118,11
Property Appraiser 1st Year Costs	107,500	0	0	0	0	0	0	0	0	0	10,75
Property Appraiser Costs (@ 2%)	118,496	113,269	113,468	115,657	117,896	115,682	118,023	120,417	122,865	125,368	118,11
Total Miscellaneous Assessment Expenditures	**$914,020**	**$561,153**	**$562,062**	**$572,087**	**$582,338**	**$572,203**	**$582,921**	**$593,882**	**$605,091**	**$616,554**	**$616,23**
Total Assessable Expenditures	**$5,806,310**	**$5,550,179**	**$5,559,909**	**$5,667,189**	**$5,776,882**	**$5,668,431**	**$5,783,127**	**$5,900,417**	**$6,020,365**	**$6,143,037**	**$5,787,58**

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal

Table 3
Citrus County Stormwater Optimal LOS Budget
Fiscal Year 2021-22 through 2030-31

	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	10 Year Average
Administration											
Stormwater Staff	371,248	386,098	401,542	417,604	434,308	451,680	469,747	488,537	508,079	528,402	445,724
Stormwater Operation and Maintenance	856,000	873,120	890,582	908,394	926,562	945,093	963,995	983,275	1,002,940	1,022,999	937,296
Stormwater New Administrative Equipment	60,000	63,700	72,400	41,700	41,700	41,700	41,700	41,700	41,700	41,700	48,800
Stormwater Inspection Program	105,000	105,900	46,818	47,754	48,709	49,684	50,677	51,691	52,725	53,779	61,274
Hydrological Monitoring Program	223,333	225,133	226,969	95,509	97,419	99,367	101,355	103,382	105,449	107,558	138,547
Total Administration	**$1,615,581**	**$1,653,951**	**$1,638,312**	**$1,510,961**	**$1,548,698**	**$1,587,524**	**$1,627,474**	**$1,668,585**	**$1,710,893**	**$1,754,438**	**$1,631,642**
Maintenance											
Stormwater Facilities Mowing	572,270	583,715	595,390	607,298	619,443	631,832	644,469	657,358	670,506	683,916	626,620
Stormwater Facilities Cleaning/Restoration	2,704,510	2,758,600	2,813,772	2,870,048	2,927,449	2,985,998	3,045,718	3,106,632	3,168,765	3,232,140	2,961,363
Street Sweeping	78,000	79,560	81,151	82,774	84,430	86,118	87,841	89,597	91,389	93,217	85,408
Aquatic Weed Harvesting	945,850	964,767	984,062	1,003,744	1,023,818	1,044,295	1,065,181	1,086,484	1,108,214	1,130,378	1,035,679
Total Maintenance	**$4,300,630**	**$4,386,643**	**$4,474,375**	**$4,563,863**	**$4,655,140**	**$4,748,243**	**$4,843,208**	**$4,940,072**	**$5,038,873**	**$5,139,651**	**$4,709,070**
Capital Projects and Planning											
Stormwater Facilities Repair/Replacement	541,600	552,432	563,481	574,750	586,245	597,970	609,930	622,128	634,571	647,262	593,037
BMPs with Water Quality Component	618,700	631,074	643,695	656,569	669,701	683,095	696,757	710,692	724,906	739,404	677,459
Watershed Management Program	400,000	400,000	400,000	400,000	400,000	200,000	200,000	200,000	200,000	200,000	300,000
Total Capital Projects and Planning	**$1,560,300**	**$1,583,506**	**$1,607,176**	**$1,631,320**	**$1,655,946**	**$1,481,065**	**$1,506,686**	**$1,532,820**	**$1,559,476**	**$1,586,666**	**$1,570,496**
Total Expenditures	**$7,476,511**	**$7,624,100**	**$7,719,863**	**$7,706,143**	**$7,859,784**	**$7,816,832**	**$7,977,368**	**$8,141,477**	**$8,309,243**	**$8,480,755**	**$7,911,208**
Miscellaneous Assessment Expenditures											
Study and Implementation Costs	150,033	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	48,753
Notice Costs	113,900	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	15,890
Statutory Discount (@ 5%)	460,078	445,099	450,659	449,862	458,782	456,288	465,608	475,136	484,876	494,834	464,122
Tax Collector Costs (@ 2%)	178,397	172,589	174,745	174,436	177,895	176,928	180,542	184,236	188,013	191,874	179,966
Property Appraiser 1st Year Costs	184,158	0	0	0	0	0	0	0	0	0	18,416
Property Appraiser Costs (@ 2%)	178,397	172,589	174,745	174,436	177,895	176,928	180,542	184,236	188,013	191,874	179,966
Total Miscellaneous Assessment Expenditures	**$1,264,963**	**$832,777**	**$842,649**	**$841,235**	**$857,072**	**$852,644**	**$869,193**	**$886,109**	**$903,402**	**$921,082**	**$907,113**
Total Assessable Expenditures	**$8,741,475**	**$8,456,877**	**$8,562,512**	**$8,547,378**	**$8,716,856**	**$8,669,476**	**$8,846,561**	**$9,027,586**	**$9,212,645**	**$9,401,837**	**$8,818,320**

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal

Proposed Apportionment Methodology

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

The stormwater services special assessments must meet the Florida case law requirements for a valid special assessment. These requirements are:

1. The service provided must confer a special benefit to the property being assessed; and
2. The costs assessed must be fairly and reasonably apportioned among the properties that receive the special benefit.

To this end, GSG has been charged to fully cost the services to be provided by the County, develop a fair and reasonable apportionment methodology for such assessable costs, and determine assessment rates and parcel classifications that are accurate, fair and reasonable.

SPECIAL BENEFIT ASSUMPTIONS

The following assumptions support a finding that the stormwater services provided by the County provide a special benefit to the assessed parcels.

- The provision of stormwater management services and the availability and use of facilities or improvements by owners and occupants of such property to properly and safely detain, retain, convey or treat stormwater discharged from such property;
- Stabilization of or the increase of property values;
- Increased safety and better access to property;
- Improved appearance;
- Rendering property more adaptable to a current or reasonably foreseeable new and higher use;
- Alleviation of the burdens caused by stormwater runoff and accumulation attendant with the present or projected use of property; and
- Fostering the enhancement of environmentally responsible use and enjoyment of the natural resources within the County.

APPORTIONMENT METHODOLOGY

The apportionment methodology for stormwater services includes two separate components. The first component is the determination of the specific geographic areas that receive a special benefit from each element of the stormwater management services (Cost Apportionment). The Cost Apportionment exercise addresses two fundamental questions:

- Who pays?
- For what services?

The second component is a comprehensive analysis of all property uses to identify a fair and reasonable method of apportioning the assessable costs among all benefited parcels within each property use category (Parcel Apportionment). Parcel Apportionment focuses on the question, "How is each parcel's share of recoverable costs to be determined?"

The recommended stormwater services apportionment methodology allocates costs on the basis of the anticipated demand for stormwater services by categories of real property use as identified on the real property assessment roll prepared for the levy of ad valorem taxes. The stormwater costs are allocated among real property use categories based upon the impervious area of the properties.

Accumulating runoff from property must be managed in an organized manner if owners are to enjoy the full use of their property. The burden of managing this stormwater falls to the community. Stormwater facilities must be maintained, replaced or constructed to reduce the impact of runoff. Each developed or altered parcel that is connected to the stormwater system benefits from this investment. The group of parcels receiving a benefit, or having an expectation of receiving a benefit from the County's stormwater program comprise the County's stormwater service area. A special assessment is a charge placed on non-government property in the stormwater service area to recover the cost to the community of treating the stormwater runoff generated by that parcel.

The amount of runoff generated by a parcel and sent to the stormwater system represents that parcel's proportionate share of the burden of creating and maintaining the stormwater system. The amount of runoff from a parcel is largely determined by the amount of impervious area (hard surfaces through which water does not easily pass) contained on a parcel – the more the impervious area, the more the runoff, the more the cost of treatment, and the more charged to the parcel.

COST APPORTIONMENT

Defining the benefit or service area is a geographically precise process. Using the hydrologic connection test, the County staff and GSG evaluated a map of the unincorporated area of the County and determined, at the parcel level of detail, which parcels are served by stormwater management services and which are not. Based on the evaluation, it was determined that the entire geographic area of the unincorporated area of the County benefits from the stormwater management services.

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

PARCEL APPORTIONMENT ASSUMPTIONS

The following assumptions support findings that the recommended parcel apportionment is fair, reasonable, and equitable.

- The amount of runoff generated by a parcel and sent to the stormwater system represents that parcel's proportionate share of the burden of creating and maintaining the stormwater system. The amount of runoff from a parcel is largely determined by the amount of impervious area (hard surfaces through which water does not easily pass) contained on a parcel – the more the impervious area, the more the runoff, the more the cost of treatment and the more the charge to the parcel.
- The value of the parcel does not determine the scope of the required stormwater management services. The potential demand for stormwater services by developed property is driven by the amount of impervious area located on the parcel.
- Apportioning the assessed costs for stormwater services attributable to the single family residential property use category on a per Equivalent Stormwater Unit (ESU) basis within tiers is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of parcel apportionment based upon statistical data.
- The building footprint of each single-family parcel constitutes a reasonable proxy for impervious area. It has been determined that the average single-family residence in the County has a building footprint of 2,063 square feet and a total impervious area of 4,182 square feet. The median single-family residence in the County is equal to one ESU.

PARCEL APPORTIONMENT METHODOLOGY

A base-billing unit, called an Equivalent Stormwater Unit (ESU), is used to determine the stormwater charges. An ESU is the amount of impervious area associated with the typical single-family residence. The ad valorem tax roll information and data collection efforts by GSG and DRMP indicated that the ESU value is 4,182 square feet.

The apportionment methodology for the stormwater assessment recommended by GSG includes the following components:

- The use of impervious area in the calculation of relative runoff;
    - The incorporation of the following rate classes:
        - **Single Family Residential** Within the single family residential rate class, the incorporation of rate tiers to be assigned to single family residential properties based on the impervious area located on the property (i.e., small, medium, large and very large residential parcels);
        - **Condominium** For condominium parcels, the impervious area of the condominium complex will be divided by the equivalent residential unit value and then further divided by the total number of residential condominium parcels and the proportionate share of non-residential condominium parcels.
        - **General Parcels** For general parcels (all other parcels not classified above), the impervious area of the parcel will be divided by the equivalent residential unit value.

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

PRELIMINARY ASSESSMENT ROLL DEVELOPMENT AND IMPERVIOUS AREA DATA ANALYSIS

There are 136,445 parcels in the unincorporated area of the County. Attached as Appendix A is a count of parcels using the Department of Revenue (DOR) use code assigned by the County Property Appraiser. Appendix A also provides the preliminary field work categorization for each DOR code.

Table 4 provides a summary of the preliminary number of parcels for each rate class.

Table 4
Summary of Parcels by Rate Class

	Number of Parcels
Single Family Residential	68,626
Condominiums	1,176
RV Condominiums	860
General Parcels	65,783
Total	**136,445**

Source: 2021 Ad Valorem Tax Roll

DETERMINATION OF ESU VALUE

To determine the ESU value, GSG calculated the average building footprint for all single family residential parcels. GSG then created a listing of parcels that represented a statistical sample of all single family residential parcels for impervious field work analysis. Based on the results of the field work, GSG determined that the average single-family residence in the County has a building footprint of 2,063 square feet and a total impervious area of 4,182 square feet; this value equates to one ESU.

SINGLE FAMILY RESIDENTIAL CATEGORY ANALYSIS

Single-family residential parcels were categorized into one of four residential billing tiers based on the estimated amount of impervious area associated with each parcel (imputed by using the building footprint of the parcel). To determine the four residential billing tiers, GSG created a listing of all single family residential parcels sorted by their building footprint area and plotted them on graphs. By examining the slope and distribution curve of the building footprint area, GSG determined the appropriate residential tier ranges.

CONDOMINIUM CATEGORY ANALYSIS

For condominium parcels, GSG generated a listing of parcels with the DOR codes representing condominiums. Then GSG grouped the condominium parcels using codes from the Subdivision Table maintained by the Property Appraiser to create the field work to be performed.

GENERAL PARCELS CATEGORY ANALYSIS

For General Parcels, GSG generated a listing of parcels with the DOR codes representing General Parcels to create the field work to be performed.

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

RATE CLASSES APPORTIONMENT METHODOLOGY

Using the data from the most recent working files on the real property tax roll, there are approximately 136,445 parcels within the unincorporated area of Citrus County on the real property ad valorem tax roll with approximately 75,214 parcels potentially containing impervious area.

Each property use within the County on the ad valorem tax roll was assigned to a rate class based on its assignment of use by the Citrus County Property Appraiser or verification of use obtained through field research. The number used by the Property Appraiser assigns four digits based on the Florida Department of Revenue (DOR) property use codes reflected in Rule 12D-8.008, Florida Administrative Code. A listing of DOR codes and associated property use categories is provided as Appendix B.

Using the DOR codes, the specific methodology for the parcel apportionment within each category of property use is generally described below.

Single Family Residential Parcels – Single-family residential parcels are parcels to which the Property Appraiser has assigned a DOR code with the first two digits equal to 01 or 02. The County has computed the ESU value of 4,182 as the impervious area for the median single-family parcel within the County. However, since it is impracticable to measure all of the single-family parcels within the County, the County has determined that an average single-family parcel with 4,182 square feet of impervious area typically has a building footprint of 2,063 square feet. Accordingly, the number of ESUs attributable to each Medium Single Family Residential Parcel is one (1) ESU.

Single-family residential parcels can be categorized into one of four residential billing tiers based on the estimated amount of impervious area associated with each parcel (imputed by using the building footprint of the parcel).

- **Small Single Family Residential Parcel** – means a single-family parcel with a building footprint between 100 and 1,200 square feet (inclusive). The County has computed an average building footprint of 883 square feet for the typical small single-family parcel within the County. The number of ESUs attributable to each Small Single Family Residential Parcel is computed by dividing the average impervious area a typical small single-family parcel (2,074 square feet) by the average impervious area of all single-family parcels (4,182 square feet). Therefore, the number of ESUs attributable to each Small Single Family Residential Parcel is 0.50 ESUs.
- **Medium Single Family Residential Parcel** – means a single-family parcel with a building footprint area between 1,201 and 3,100 square feet (inclusive). The number of ESUs attributable to each Medium Single Family Residential Parcel is 1.0 ESU.
- **Large Single Family Residential Parcel** – means a single-family parcel with a building footprint between 3,101 and 6,000 square feet (inclusive). The County has computed an average building footprint of 3,722 square feet for the typical large single-family parcel within the County. The number of ESUs attributable to each Large Single Family Residential Parcel is computed by dividing the average impervious area of a typical large single-family parcel (7,124 square feet) by the average impervious area of all single-family parcels (4,182 square feet). Therefore, the number of ESUs attributable to each Large Single Family Residential Parcel is 1.70 ESUs.
- **Very Large Single Family Residential Parcel** – means a single-family parcel with a building footprint area greater than 6,000 square feet. The number of ESUs attributable to each very large single family residential Parcel is determined by dividing the actual impervious area of the very large single family residential parcel by the ESU value (treated as General Parcel).

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Condominium Parcels – Condominium Parcels are parcels that have been created by a declaration of condominium pursuant to Chapter 718, Florida Statutes. Condominium Parcels have been identified by the assignment of specific DOR codes. Table 5 provides a listing of DOR codes, descriptions and designation of residential versus RV & Mobile Home Park condominiums (RV Condominiums) on the ad valorem tax roll.

Table 5
Condominium DOR Codes

DOR Code	DOR Description	Property Use Category
0400	Condominiums	Condominium - Residential
0500	Co-operatives	Condominium - Residential
varies	RV & Mobile Home Park Condominiums (used as a park)	Condominium – RV

Source: 2021 Ad Valorem Tax Roll

The number of ESUs attributable to each Residential Condominium Parcel was determined by dividing the impervious area of the condominium complex by the ESU value and dividing the result by the total number of Residential Condominium Parcels. The number of ESUs attributable to each RV Condominium Parcel was determined by dividing the impervious area of the condominium complex by the ESU value and dividing the result by the total number of RV/Mobile Home Condominium Parcels.

General Parcels - General Parcels are all other parcels not classified as (1) single family residential, or (2) condominium parcels. The number of ESUs attributable to each General Parcel is determined by dividing the impervious area of the General Parcel by the ESU value.

DATABASE ANALYSIS RESULTS

Based on the preliminary database analysis and the proposed apportionment methodology, Table 6 provides the total number of ESUs by rate class.

Table 6
Total Number of ESUs by Rate Class

	Parcel Count	Total Number of ESUs
Residential	68,626	59,581
Condominiums	1,176	568
RV Condominiums	830	139
General	65,783	18,976
Total	**136,445**	**79,264**

Source: Ad Valorem Tax Roll 2021

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Preliminary Rates

Based on the cost of providing stormwater services and the number of ESUs, Table 7 summarizes the recommended stormwater rates after application of the stormwater methodology for Fiscal Year 2021-22 at 100 percent of the assessable costs for the Current LOS.

Table 7
Preliminary Rates Fiscal Year 2021-22
100% of Current LOS Assessable Costs = $4,663,915

Total Assessable Costs	$4,663,915
Total Number of ESUs	79,264
Rate Per ESU	$58.84

Source: Citrus County Preliminary Assessment Roll

Table 8 reflects the annual rates at 100 percent of the ten-year average assessable costs for the Acceptable LOS.

Table 8
Preliminary Rates 10-Year Average
100% of Acceptable LOS Assessable Costs = $5,787,585

Total Assessable Costs	$5,787,585
Total Number of ESUs	79,264
Rate Per ESU	$73.02

Source: Citrus County Preliminary Assessment Roll

Table 9 reflects the annual rates at 100 percent of the ten-year average assessable costs for the Optimal LOS.

Table 9
Preliminary Rates 10-Year Average
100% of Optimal LOS Assessable Costs = $8,818,320

Total Assessable Costs	$8,818,320
Total Number of ESUs	79,264
Rate Per ESU	$111.25

Source: Citrus County Preliminary Assessment Roll

COMPUTATION OF STORMWATER CHARGES

Parcel charges are calculated on a two-step basis:

- ESU - The amount of impervious area relative to the base-billing unit is calculated by dividing the impervious area on a parcel by the ESU amount; and
- Mitigation credits - This is necessary where simple impervious area does not adequately account for relative runoff for a given parcel. It is applied as simple factors multiplied against the ESUs.

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

MITIGATION CREDITS

Mitigation credits apply to parcels that have provided on-site, man-made stormwater management facilities. Mitigation credits reflect the fact that given two identically situated parcels with identical improvements, the parcel with on-site private stormwater treatment facilities will generate less volume of runoff, will generate runoff at a slower rate and/or less polluted runoff than the parcel without comparable facilities.

Where the jurisdiction incurs the cost of maintenance of the on-site facilities, the parcel owner is not entitled to a credit. However, where the responsibility for maintenance and upkeep falls on the owner, the burden incurred by the County is substantially reduced. A credit is in order.

The mechanics of calculating a precise amount of credit due each eligible parcel lies within the expertise of professional stormwater engineering. A credit process must be based on sound engineering principles and must be so codified as to be consistently applied across time and by various qualified individuals. The amount of credit granted must be founded on solid engineering concepts.

RATIONALE

Mitigation credits may be granted to parcels whose offsite stormwater impacts on the county system are non-existent, are mitigated by a properly functioning and permitted stormwater system, or the parcel owner contributes to the maintenance of a private system which provides stormwater treatment and attenuation for runoff from public right-of-way. The basis for these credits is as follows:

1. Parcels with no stormwater discharges impose no direct stormwater maintenance burdens on the County's system. This provides a savings to the County on the cost of maintaining the non-transportation related stormwater facilities which is estimated at 50% of the County's overall stormwater management costs. On-site stormwater management systems located within closed basins are typically designed for retention of the 100-year storm event to meet design criteria of Citrus County and the Southwest Florida Water Management District. These retention systems could qualify for up to 50% mitigation credit.
2. Parcels with stormwater management facilities that discharge treated stormwater at reduced rates, reduce the burden on receiving systems with costs that might otherwise be borne by the County. The cost savings provided by these facilities reduces the County's overall stormwater management costs, therefore properly operated and maintained facilities can reduce the County's non-transportation related stormwater management costs by an estimated 30%. On-site stormwater management systems located within open basins are typically designed to attenuate (or detain) stormwater for the 25-year storm event to meet design criteria of Citrus County and the Southwest Florida Water Management District. These detention systems could qualify for up to 30% mitigation credit.
3. The County and the receiving waters receive benefits from privately-owned and properly maintained stormwater management facilities.
4. It is in the County's interest to encourage the proper operation and maintenance and continued existence of onsite stormwater management facilities.

ELIGIBILITY

Parcels subject to a stormwater charge may be granted a mitigation credit based on one of the following factors:

1. No stormwater discharges from any portion of the parcel, or drains to road right-of-way, or any part of a stormwater system over which the County has maintenance responsibility.
2. Owner of parcel contributes monetarily to a Community Development District, Civic Association (Homeowners Association or Property Owners Association), or Special District which provides

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

maintenance to non-county owned stormwater management facilities which accept drainage from the parcel; or the parcel has a properly permitted, maintained and functional onsite stormwater management system which treats and/or attenuates stormwater prior to discharge to the road right-of-way or stormwater system over which the County has maintenance responsibility.

Facilities must be in compliance with a valid Southwest Florida Water Management District permit. Proof of compliance with Southwest Florida Water Management District permit requirements and certification of proper operation and maintenance of the facility will be required on a periodic basis.

A complete description of the County's mitigation policy will be provided in the implementing legal documents.

REMAINING ISSUES

GSG has identified the following issues that require further consideration with respect to the preliminary rates that have been developed and presented in this Assessment Report.

Issue 1: **Funding of Additional Stormwater Services and Capital Projects.** This Assessment Report only includes stormwater services and capital stormwater projects that provide a benefit to all parcels in the unincorporated area of the County. However, should the County decide to fund additional stormwater services or capital projects through a stormwater assessment, an analysis would have to be conducted to determine the parcels that benefit from the additional stormwater services and/or capital projects and only assess those parcels that derive a benefit.

Issue 2: **Mitigation Credits and Net Revenue.** Mitigation credits may apply to parcels that have provided on-site, man-made stormwater management facilities that are well maintained and functioning properly. Any mitigation credits granted by the County will result in a decrease in the amount of the total revenue generated by the County. We have attempted to identify parcels that may qualify for mitigation credits; however, the actual impact to the total revenue is unknown at this time.

Issue 3: **Collection of Assessments from Governmental Property.** A special assessment can be imposed against governmental property to pay for the benefits that such property receives. However, as to each level of government, differing concepts of immunity and other statutory provisions or case law may prevent collection or frustrate special assessment imposition. In addition, Florida case law is clear that the payment of such assessments cannot be enforced by a lien against the public property. Rather, the enforcement remedy would be a judicial action to compel payment. A collateral issue in enforcing payment is the legislative authorization of the public agency to pay the charge or special assessment imposed. Thus, the law establishing the expenditure authority of the specific governmental or public agency or its appropriation discretion must be examined to determine whether the governmental unit has the authority to pay a charge or assessment for stormwater services provided by the County.

From a collection standpoint, since the County does not have a utility billing system, there is only one method to bill governmental property. Each governmental unit should be sent a separate bill and no attempt should be made to collect the special assessment using the Uniform Method.

If the stormwater charge is to be collected by a separate billing mechanism, it may be structured as a fee and the stormwater demand for all governmental property and for each owner will need to be analyzed. The proportionate share of the billable costs for each owner of governmental property will then be applied to the total billable costs attributed to the government property classification to determine the stormwater fee for each owner.

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Issue 4: **Implementation Process.** The tax bill collection method has been recommended as the most appropriate collection method for the stormwater assessment. The steps for implementation of the stormwater assessment using this method is provided within the Implementation Schedule section of this Report. To use this method, every affected property owner must receive a notice of the proposed assessment rates and the total assessment amount for their property. The notice can either be a separate notice sent by the County or the Truth-in-Millage (TRIM) notice mailed by the Property Appraiser (with their consent). Both the separate notice and the TRIM notice must contain information and statements required by the Florida Statutes.

Issue 5: **Agricultural Exclusion from Stormwater Assessments.** Pursuant to Section 163.3162, Florida Statutes, special exclusions have been provided to the imposition of a stormwater assessments on parcels with a bona fide agricultural operation who meet specific compliance requirements. GSG has attempted to identify agricultural parcels that may qualify for exclusion from the stormwater assessment; however, the actual impact to the total revenue is unknown at this time.

Issue 6: **Customer Service Phone Bank.** During the first year of implementation of the stormwater assessment program, GSG recommends that the County designate a telephone number that automatically rolls over to other phone lines specifically dedicated to answering property owner's questions. The customer service phone line(s) should be appropriately manned during regular office hours throughout the time period between mailing of the notices and the final public hearing. We would also recommend that phone logs be maintained by the customer service representatives to document the number of phone calls received and the purpose of the phone calls. GSG is available to assist the County with training of customer service representatives.

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Implementation Schedule

To implement the stormwater methodology presented in this Assessment Report, the County must complete a series of steps outlined below. This schedule assumes that the County will use the tax bill collection method and will implement beginning Fiscal Year 2021-22.

CRITICAL EVENTS SCHEDULE

Deliverable	Schedule
Stormwater Assessment Report	June 2021
County Adopts Ordinance and Initial Assessment Resolution	Adopted January 2020
County Adopts Initial Assessment Resolution	July 13, 2021
County Advertises Public Hearing to Adopt Final Assessment Resolution	By August 19, 2021
County Mails First Class Notices	By August 19, 2021
Public Hearing to Adopt Final Assessment Resolution	September 9, 2021
Certify Non-Ad Valorem Assessment Roll to Tax Collector	By September 15, 2021

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Appendix A

PARCELS BY DOR CODE

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Parcels by DOR Code

Property Use	Category	Parcel Count
0000 - VACANT SINGLE FAMILY RESIDENCE	General Parcel	57,332
0100 - SINGLE FAMILY RESIDENTIAL	Single Family	52,483
0200 - MOBILE HOMES	Single Family	15,538
0300 - MULTI-FAMILY>9 UNITS	General Parcel	23
0400 - CONDOMINIUM	Condo	1,177
0500 - CO-OPERATIVES	Condo	-
0600 - RETIREMENT HOMES	General Parcel	9
0700 - MISCL RESIDENTIAL	General Parcel	10
0800 - MULTI-FAMILY<10 UNITS	General Parcel	359
1000 - VACANT COMMERCIAL	General Parcel	1,595
1100 - STORES - 1 STORY	General Parcel	261
1200 - STORES, OFFICE, RESIDENT COMBO	General Parcel	303
1300 - DEPARTMENT STORES	General Parcel	26
1400 - SUPERMARKETS	General Parcel	1
1500 - REGIONAL SHOPPING CENTERS	General Parcel	-
1600 - COMMUNITY SHOPPING CENTERS	General Parcel	105
1700 - OFFICE BLDGS, NON-PROFESSIONAL	General Parcel	136
1800 - OFFICE BLDGS NON-PROF MULTI ST	General Parcel	29
1900 - PROFESSIONAL SERVICES BLDGS	General Parcel	150
2000 - AIRPORT BUS MARINAS PIERS	General Parcel	4
2100 - RESTAURANTS CAFETERIAS	General Parcel	37
2200 - DRIVE-IN RESTAURANTS	General Parcel	13
2300 - FINANCIAL INSTITUTIONS	General Parcel	25
2400 - INSURANCE COMPANY OFFICES	General Parcel	-
2500 - REPAIR SERV SHOPS	General Parcel	88
2600 - SERVICE STATIONS	General Parcel	8
2700 - VEHICLE SALES AND SERVICE	General Parcel	144
2800 - MOBILE HOME PARKS	General Parcel	50
2900 - WHOLESALE OUTLETS	General Parcel	2
3000 - FLORIST GREENHOUSES	General Parcel	1
3100 - DRIVE-IN THEATERS OPEN STADIUM	General Parcel	-
3200 - ENCLOSED THEATERS AUDITORIUMS	General Parcel	2
3300 - CLUBS LOUNGES BARS	General Parcel	18
3400 - BOWLING SKATING POOL ARENAS	General Parcel	5
3500 - TOURIST ATTRACTIONS	General Parcel	1
3600 - RV/CAMPGROUNDS	General Parcel	34
3700 - RACE TRACKS HORSE AUTO DOGS	General Parcel	1
3800 - GOLF COURSES DRIVING RANGES	General Parcel	27
3900 - HOTELS MOTELS	General Parcel	10
4000 - VACANT INDUSTRIAL	General Parcel	87
4100 - LIGHT MANUFACTURING	General Parcel	60
4200 - HEAVY INDUSTRIAL	General Parcel	-
4300 - LUMBER YARDS	General Parcel	2

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Property Use	Category	Parcel Count
4400 - PACKING PLANTS	General Parcel	-
4500 - CANNERIES DISTILLERIES WINERIE	General Parcel	-
4600 - OTHER FOOD PROCESSING	General Parcel	4
4700 - MINERAL PROCESSING	General Parcel	5
4800 - WAREHOUSES TERMINALS	General Parcel	179
4900 - OPEN STORAGE JUNK YARDS	General Parcel	12
5000 - IMPROVED AGRICULTURAL	General Parcel	670
5100 - CROPLAND SOIL CLASS I	General Parcel	88
5200 - CROPLAND SOIL CLASS II	General Parcel	15
5300 - CROPLAND SOIL CLASS III	General Parcel	3
5400 - TIMBERLAND SITE INDEX 90 +	General Parcel	-
5500 - TIMBERLAND SITE INDEX 80 - 89	General Parcel	590
5600 - TIMBERLAND SITE INDEX 70 - 79	General Parcel	137
5700 - TIMBERLAND SITE INDEX 60 - 69	General Parcel	37
5800 - TIMBERLAND SITE INDEX 50 - 59	General Parcel	30
5900 - TIMBERLAND NOT CLASS TO PINES	General Parcel	-
6000 - GRAZING LAND	General Parcel	92
6100 - GRAZING LAND	General Parcel	225
6200 - GRAZING LAND	General Parcel	207
6300 - GRAZING LAND	General Parcel	154
6400 - GRAZING LAND	General Parcel	-
6500 - GRAZING LAND	General Parcel	-
6600 - ORCHARD GROVES CITRUS	General Parcel	4
6700 - POULTRY BEES FISH RABBITS	General Parcel	11
6800 - DAIRIES FEED LOTS	General Parcel	4
6900 - ORNAMENTALS MISC AGRICULTURAL	General Parcel	34
7000 - VACANT INSTITUTIONAL	General Parcel	611
7100 - CHURCHES	General Parcel	134
7200 - PRIVATE SCHOOLS AND COLLEGES	General Parcel	18
7300 - PRIVATELY OWNED HOSPITALS	General Parcel	11
7400 - HOMES FOR THE AGED	General Parcel	14
7500 - NON-PROFIT SERVICES	General Parcel	14
7600 - MORTUARIES CEMETERIES CREMETOR	General Parcel	23
7700 - CLUBS LODGES UNION HALLS	General Parcel	88
7800 - SANITARIUMS CONVALESCENT REST	General Parcel	1
7900 - CULTURAL ORGANIZATIONS	General Parcel	1
8000 - VACANT GOVERNMENTAL	General Parcel	1,679
8100 - MILITARY	General Parcel	-
8200 - FOREST PARKS RECREATIONAL AREA	General Parcel	21
8300 - PUBLIC COUNTY SCHOOLS	General Parcel	12
8400 - COLLEGES	General Parcel	-
8500 - HOSPITALS	General Parcel	1
8600 - COUNTIES - GOVT NO SCHOOLS	General Parcel	205
8700 - STATE - GOVT	General Parcel	58
8800 - FEDERAL - GOVT	General Parcel	5
8900 - MUNICIPAL	General Parcel	12

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Property Use	Category	Parcel Count
9000 - LEASEHOLD INTERESTS	General Parcel	-
9100 - UTILITIES	General Parcel	191
9200 - MINING PETROLEUM GAS LANDS	General Parcel	15
9300 - SUBSURFACE RIGHTS	No Charge	90
9400 - RIGHT-OF-WAYS	No Charge	925
9500 - SUBMERGED LANDS	No Charge	230
9600 - WASTELANDS	No Charge	157
9700 - OUTDOOR RECREATION - CLASS	No Charge	41
9800 - CENTRALLY ASSESSED	No Charge	-
9900 - ACREAGE - NON-AG	General Parcel	674

Source: 2021 Ad Valorem Tax Roll

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Appendix B

CITRUS COUNTY PROPERTY APPRAISER'S DOR CODES

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Citrus County Property Appraiser's DOR Codes

Property Use	Category
0000 - VACANT SINGLE FAMILY RESIDENCE	General Parcel
0100 - SINGLE FAMILY RESIDENTIAL	Single Family
0200 - MOBILE HOMES	Single Family
0300 - MULTI-FAMILY>9 UNITS	General Parcel
0400 - CONDOMINIUM	Condo
0500 - CO-OPERATIVES	Condo
0600 - RETIREMENT HOMES	General Parcel
0700 - MISCL RESIDENTIAL	General Parcel
0800 - MULTI-FAMILY<10 UNITS	General Parcel
1000 - VACANT COMMERCIAL	General Parcel
1100 - STORES - 1 STORY	General Parcel
1200 - STORES, OFFICE, RESIDENT COMBO	General Parcel
1300 - DEPARTMENT STORES	General Parcel
1400 - SUPERMARKETS	General Parcel
1500 - REGIONAL SHOPPING CENTERS	General Parcel
1600 - COMMUNITY SHOPPING CENTERS	General Parcel
1700 - OFFICE BLDGS, NON-PROFESSIONAL	General Parcel
1800 - OFFICE BLDGS NON-PROF MULTI ST	General Parcel
1900 - PROFESSIONAL SERVICES BLDGS	General Parcel
2000 - AIRPORT BUS MARINAS PIERS	General Parcel
2100 - RESTAURANTS CAFETERIAS	General Parcel
2200 - DRIVE-IN RESTAURANTS	General Parcel
2300 - FINANCIAL INSTITUTIONS	General Parcel
2400 - INSURANCE COMPANY OFFICES	General Parcel
2500 - REPAIR SERV SHOPS	General Parcel
2600 - SERVICE STATIONS	General Parcel
2700 - VEHICLE SALES AND SERVICE	General Parcel
2800 - MOBILE HOME PARKS	General Parcel
2900 - WHOLESALE OUTLETS	General Parcel
3000 - FLORIST GREENHOUSES	General Parcel
3100 - DRIVE-IN THEATERS OPEN STADIUM	General Parcel
3200 - ENCLOSED THEATERS AUDITORIUMS	General Parcel
3300 - CLUBS LOUNGES BARS	General Parcel
3400 - BOWLING SKATING POOL ARENAS	General Parcel
3500 - TOURIST ATTRACTIONS	General Parcel
3600 - RV/CAMPGROUNDS	General Parcel
3700 - RACE TRACKS HORSE AUTO DOGS	General Parcel
3800 - GOLF COURSES DRIVING RANGES	General Parcel
3900 - HOTELS MOTELS	General Parcel
4000 - VACANT INDUSTRIAL	General Parcel
4100 - LIGHT MANUFACTURING	General Parcel

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Property Use	Category
4200 - HEAVY INDUSTRIAL	General Parcel
4300 - LUMBER YARDS	General Parcel
4400 - PACKING PLANTS	General Parcel
4500 - CANNERIES DISTILLERIES WINERIE	General Parcel
4600 - OTHER FOOD PROCESSING	General Parcel
4700 - MINERAL PROCESSING	General Parcel
4800 - WAREHOUSES TERMINALS	General Parcel
4900 - OPEN STORAGE JUNK YARDS	General Parcel
5000 - IMPROVED AGRICULTURAL	General Parcel
5100 - CROPLAND SOIL CLASS I	General Parcel
5200 - CROPLAND SOIL CLASS II	General Parcel
5300 - CROPLAND SOIL CLASS III	General Parcel
5400 - TIMBERLAND SITE INDEX 90 +	General Parcel
5500 - TIMBERLAND SITE INDEX 80 - 89	General Parcel
5600 - TIMBERLAND SITE INDEX 70 - 79	General Parcel
5700 - TIMBERLAND SITE INDEX 60 - 69	General Parcel
5800 - TIMBERLAND SITE INDEX 50 - 59	General Parcel
5900 - TIMBERLAND NOT CLASS TO PINES	General Parcel
6000 - GRAZING LAND	General Parcel
6100 - GRAZING LAND	General Parcel
6200 - GRAZING LAND	General Parcel
6300 - GRAZING LAND	General Parcel
6400 - GRAZING LAND	General Parcel
6500 - GRAZING LAND	General Parcel
6600 - ORCHARD GROVES CITRUS	General Parcel
6700 - POULTRY BEES FISH RABBITS	General Parcel
6800 - DAIRIES FEED LOTS	General Parcel
6900 - ORNAMENTALS MISC AGRICULTURAL	General Parcel
7000 - VACANT INSTITUTIONAL	General Parcel
7100 - CHURCHES	General Parcel
7200 - PRIVATE SCHOOLS AND COLLEGES	General Parcel
7300 - PRIVATELY OWNED HOSPITALS	General Parcel
7400 - HOMES FOR THE AGED	General Parcel
7500 - NON-PROFIT SERVICES	General Parcel
7600 - MORTUARIES CEMETERIES CREMETOR	General Parcel
7700 - CLUBS LODGES UNION HALLS	General Parcel
7800 - SANITARIUMS CONVALESCENT REST	General Parcel
7900 - CULTURAL ORGANIZATIONS	General Parcel
8000 - VACANT GOVERNMENTAL	General Parcel
8100 - MILITARY	General Parcel
8200 - FOREST PARKS RECREATIONAL AREA	General Parcel
8300 - PUBLIC COUNTY SCHOOLS	General Parcel
8400 - COLLEGES	General Parcel
8500 - HOSPITALS	General Parcel
8600 - COUNTIES - GOVT NO SCHOOLS	General Parcel

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

Property Use	Category
8700 - STATE - GOVT	General Parcel
8800 - FEDERAL - GOVT	General Parcel
8900 - MUNICIPAL	General Parcel
9000 - LEASEHOLD INTERESTS	General Parcel
9100 - UTILITIES	General Parcel
9200 - MINING PETROLEUM GAS LANDS	General Parcel
9300 - SUBSURFACE RIGHTS	No Charge
9400 - RIGHT-OF-WAYS	No Charge
9500 - SUBMERGED LANDS	No Charge
9600 - WASTELANDS	No Charge
9700 - OUTDOOR RECREATION - CLASS	No Charge
9800 - CENTRALLY ASSESSED	No Charge
9900 - ACREAGE - NON-AG	General Parcel

Attachment: Draft Citrus County Stormwater Report-6-21 (13029 : Proposed Stormwater MSBU for Fiscal Year 2021-2022.)

D, E1/ABC G3 A
F, M1, 02
Q

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: July 13, 2021

Name: Janet A. Barek

Address: 7022 N. Santos Dr.
Citrus Springs, FL 34434

Telephone #: (616) 648-1242 (cell)

Item to be Addressed:

Attachment: Public Speakers for Item E11 (13029 :

D, EllaBC, MI

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/2021

Name: Edwin Roberts

Address: 8919 N Creek Way
Citrus Springs FL 34434

Telephone #: 352-462-7054

Item to be Addressed: Is TAX payer money being used for these displays at the Library to support ~~LGBT~~ diplays - we do not need these for to be children this kind of lifestyle (Tanchs)

Attachment: Public Speakers for Item E11 (13029 :

E11 A&C

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/21

Name: Jeanne DiEndorf

Address: 2705 W. Live Oak St.

Leesto, 34461

Telephone #: 352-484-9975

Item to be Addressed: Storm Loop Flying

Attachment: Public Speakers for Item E11 (13029 :

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Homosassa River Hells Gate
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

Homosassa River is the center of recreational activities and commercial fishing operations in Citrus County, which creates high traffic along the River. Traffic significantly increases as commercial fishing fleets are exiting and entering the Gulf waters and during the peak of tourist season in our region.

The United States Coast Guard (USCG) installed the original channel markers more than 50 years ago and over time they have deteriorated. The original markers were large steel pilings which have over time rusted out at the waterline and several have broken off. The USCG has replaced the pilings with floating buoys. As you may be aware, this River can be treacherous to navigate if you are not very familiar with the various turns and bends of the River.

One of the most dangerous channels along the Homosassa River is known as Hell's Gate, and local residents and visitors alike have navigated this channel with caution over the years due to the narrowness of the area. This is one of the areas where the pilings were originally replaced with buoys. However, after several instances where the buoys drifted off course and vessels running aground, the USCG finally replaced the buoys with pilings. Several of the locals have complained that the "new" pilings were put in some 70 feet from their previous location, which has narrowed the channel even more.

Commissioners have received several complaints from local residents regarding the safety of this area and serious accidents have occurred at Hell's Gate since the new markers have been installed.

Public safety is our priority, and we feel the markers should be returned to their original position. Boaters rely on these navigational aids to guide them safely through the channel. We recognize the budgetary constraints, but feel it is necessary to explore options on improving the safety in this area.

We have sent several correspondences to the USCG in just the last few years and while they have made some minor repairs on the River, there is still a lot that needs to be done.

We also strongly recommend the Coast Guard make this area a "slow speed zone" as there have been many accidents, mishaps and a couple of fatalities.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Approve and authorize the Chairman to send letter to Congressman Webster requesting his assistance in getting the United States Coast Guard to evaluate this area of the Homosassa River known as Hells Gate and make the necessary improvements warranted.

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.citrusbocc.com

Our Vision
"We are a user-friendly and common sense organization dedicated to responsive citizen services."

September 8, 2020

Sector Commander
United States Coast Guard, St. Petersburg Sector
600 8th Ave. S.E.
St. Petersburg, FL 33701

Dear Sector Commander,

RE: Homosassa River Hells Gate, Citrus County, Florida

We are in receipt of your letter dated August 6, 2020 regarding vessel traffic concerns within the Homosassa River and we acknowledge there have been some improvements made since the 2016 Waterways Analysis and Management System (WAMS) study. However, there continues to be numerous boating accidents within the Hells Gate area clearly demonstrating the need for further action.

In your letter, you mention dredging options, but it seems highly unlikely that the USACE would re-prioritize their west coast projects to move the Hells Gate project to fruition. It would seem that a more realistic approach would be to regulate the speed of vessels in this narrow channel.

Since this marked channel is maintained by the USCG, we would respectfully request you consider creating a vessel speed restriction within the Hells Gate area of the Homosassa River if you find this area poses a threat to navigation.

Sincerely,

Brian J. Coleman
Chairman, Board of County Commissioners

Attachment: Hells Gate Letter (13063 : Homosassa River Hells Gate)

Brian J. Coleman, Chairman, Commissioner, District 5; Scott E. Carnahan, 1st Vice Chairman, Commissioner, District 4; Ronald E. Kitchen Jr., 2nd Vice Chairman, Commissioner, District 2: Commissioner Jeff Kinnard, D.C., District 1; Commissioner Jimmie T. Smith, District 3

U.S. Department of Homeland Security
United States Coast Guard

Commander
United States Coast Guard
Sector St. Petersburg

600 8th Avenue SE
St. Petersburg, FL 33701
Staff Symbol: s
Phone: 727-824-7506

5740
06 Aug 2020

Office of the County Administrator
Attn: Charles R. Oliver
3600 W. Sovereign Path
Lecanto, FL 34461

Dear Sir:

Thank you for your letter dated July 10, 2020, as well as providing a copy of Chairman Coleman's letter dated April 13, 2020, outlining vessel traffic concerns within the Homosassa River.

Over the last five years, the Coast Guard has invested in several additional aids to navigation in this area to mitigate concerns with water depths. These aids have augmented the private aids to navigation established in the area by Citrus County as a direct result of the 2016 Waterways Analysis and Management System (WAMS) study. Although the Coast Guard does not perform dredge operations, we would support the U. S. Army Corps of Engineers (USACE) if they choose to re-prioritize projects on the west coast of Florida as they continue to meet the dredging demands of all of the critical waterways.

The Coast Guard also stands ready to relocate or adjust aids to navigation (ATON) in the Homosassa River, and the entrance, as dredging is performed by USACE to allow for same. Due to water depth concerns and draft limitations, our construction asset, the USCGC VISE (WLIC-75305) is unable to service fixed aids to navigation such as day beacons. However, Aids to Navigation Team St. Petersburg is still maintaining the ATON in that area and will continue to verify that the current locations of the floating ATON are valid to ensure the channel is appropriately marked.

If you have any questions, please contact the Coast Guard Sector St. Petersburg Waterways Management Division at (813) 228-2191 x 8130 or email at D07-SMB-Tampa-WWM@uscg.mil.

Sincerely,

M. A. THOMPSON
Captain, U.S. Coast Guard
Captain of the Port

Attachment: USCG Letter (13063 : Homosassa River Hells Gate)

OFFICE OF THE COUNTY ADMINISTRATOR
Citrus County Board of County Commissioners
Executive Offices

3600 W. Sovereign Path, Lecanto, FL 34461
Phone: (352) 527-5210 Fax: (352) 527-5204

"We will be a user-friendly and common sense organization dedicated to responsive citizen services."

EOL 20-38

July 10, 2020

Sector Commander
United States Coast Guard, St. Petersburg Sector
600 8th Avenue S.E.
St. Petersburg, FL 33701

Dear Sector Commander:

The Chairman of the Citrus County Board of County Commissioners sent you a letter on April 13, 2020 regarding the unsafe condition on the Homosassa River at Hells Gate (a copy is attached).

While we understand it takes time to assess a situation, we would appreciate a response to our correspondence.

Thank you for your prompt attention to this matter.

Sincerely,

Charles R. Oliver

Charles R. Oliver
County Administrator

xc: Congressman Daniel Webster
Board of County Commissioners

Attachment: Follow-up letter (13063 : Homosassa River Hells Gate)

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.citrusbocc.com

Our Vision

"We are a user-friendly and common sense organization dedicated to responsive citizen services."

April 13, 2020

Sector Commander
United States Coast Guard, St. Petersburg Sector
600 8th Ave. S.E.
St. Petersburg, FL 33701

Dear Sector Commander,

RE: Homosassa River Hells Gate, Citrus County, Florida

Homosassa River is the center of recreational activities and commercial fishing operations in Citrus County, which creates high traffic along the River. Traffic significantly increases as commercial fishing fleets are exiting and entering the Gulf waters and during the peak of the tourist season in our region.

The United States Coast Guard (USCG) maintains the channel markers in the Homosassa River leading out to the Gulf of Mexico. Several years ago, the USCG replaced the channel markers in the area known as "Hells Gate" and reduced the width of the channel. There have been several boating accidents and more recently a fatality in this area.

The County has been trying for years to get the USCG to remedy this narrow channel, but to no avail. On August 11, 2015 the Board of County Commissioners (BOCC) passed Resolution 2015-140 requesting the USCG to relocate the markers back to their original position. Additionally, on February 5, 2016 the BOCC sent a letter to Congressman Nugent's office regarding this matter and on March 30, 2016, the Congressman sent a letter to the USCG. On September 13, 2016, the BOCC approved the installation of 2 "informational markers" at Hells Gate, notifying boaters of a narrow channel ahead and these markers were installed shortly thereafter.

However, the channel markers remain the same and there continues to be boating accidents in this area. Citrus County respectfully request that the USCG study the vessel speed and boating accidents in the area of Hells Gate and reduce the vessel speed, if warranted.

Sincerely,

Brian J. Coleman
Chairman, Citrus County Board of County Commissioners

Attachments included

Brian J. Coleman, Chairman, Commissioner, District 5; Scott E. Carnahan, 1st Vice Chairman, Commissioner, District 4; Ronald E. Kitchen Jr., 2nd Vice Chairman, Commissioner, District 2: Commissioner Jeff Kinnard, D.C., District 1; Commissioner Jimmie T. Smith, District 3

Attachment: Letter to Sector Commander USCG (13063 : Homosassa River Hells Gate)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Homosassa River Hells Gate
AGENDA DATE:	**April 13, 2020**

BRIEF OVERVIEW:

The United States Coast Guard (USCG) maintains the channel markers in the Homosassa River leading out to the Gulf of Mexico. Several years ago, the USCG replaced the channel markers in the area known as "Hells Gate" and reduced the width of the channel. There have been several boating accidents and more recently a fatality in this area.

The County has been trying for years to get the USCG to remedy this narrow channel, but to no avail. On August 11, 2015 the Board of County Commissioners (BOCC) passed Resolution 2015-140 requesting the USCG to relocate the markers back to their original position. Additionally, on February 5, 2016 the BOCC sent a letter to Congressman Nugent's office regarding this matter and on March 30, 2016, the Congressman sent a letter to the USCG. On September 13, 2016, the BOCC approved the installation of 2 "informational markers" at Hells Gate, notifying boaters of a narrow channel ahead and these markers were installed shortly thereafter.

However, the channel markers remain the same and there continues to be boating accidents in this area and we would respectfully request that the USCG study this area and reduce the vessel speed if warranted.

BUDGET IMPACT/FUNDING SOURCE:

Attachment: April 13, 2020 Agenda Item (13063 : Homosassa River Hells Gate)

RECOMMENDED ACTION:

Approve and authorize the Chairman to send a letter to the United States Coast Guard requesting they study the vessel speed and boating accidents in the area of Hells Gate on the Homosassa River and reduce the vessel speed if warranted.

Attachment: April 13, 2020 Agenda Item (13063 : Homosassa River Hells Gate)

AGENDA MEMORANDUM

FROM:	Jeff Rogers, Department of Public Works Director
SUBJECT:	Homosassa River, Hell's Gate Informational Markers
AGENDA DATE:	**September 13, 2016**

BRIEF OVERVIEW:

The United States Coast Guard (USCG) installed the original channel markers on the Homosassa River decades ago. Over time, these markers deteriorated and several were in deplorable condition. Additionally, several markers were missing completely. The USCG made some minor repairs over time, but several concerns followed. One of the areas of concern is an area known as Hell's Gate since the new pilings installed further narrowed this already narrow channel.

On August 11, 2015, the Board of County Commissioners (BOCC) passed Resolution 2015-140 requesting the USCG to relocate the markers back to their original position. On February 5, 2016 a letter was sent to Congressman Nugent's office requesting his assistance on this matter. On March 30, 2016, Congressman Nugent sent the USCG a letter requesting them to make the needed repairs. Additionally, the Homosassa River Alliance submitted a letter to all Commissioners regarding their concerns on the River.

Following the letters, Staff and the Board Chairman had a meeting with the USCG to further discuss our concerns. A public meeting was held on June 14, 2016 to discuss the issues surrounding this waterway and there were approximately 100 people in attendance.

As a result of the public meeting, a Waterway and Analysis System review is being conducted and 13 new floating aids (buoys) have been deployed by the USCG. On July 28, 2016, Staff and the Board Chairman met with the USCG to review the recent improvements and one of the suggestions was to post "informational markers" at the Hell's Gate area. Informational signs are permissible by the Florida Fish and Wildlife Conservation Commission by permit.

It is Staff's recommendation to install two informational markers on both ends of Hells Gate to advise boaters of the narrowness of the channel ahead and the initial costs are anticipated to be $5,300. In addition to the initial costs of installation, routine maintenance would need to be budgeted in subsequent years. Funding for this endeavor can come from the Boating Improvements Fund.

Attachment: SKM_C25820032509500 (13063 : Homosassa River Hells Gate)

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
6115-61000	BIF	$510,756	$0	$0	$510,756

BIF – Boating Improvements Fund

RECOMMENDED ACTION:

a. Board discussion and direction regarding the installation of "information markers" at Hell's Gate located on the Homosassa River.

b. If informational markers are approved by the Board, approve associated budget transfer in the amount of $5,300.

Attachment: SKM_C25820032509500 (13063 : Homosassa River Hells Gate)

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."

February 5, 2016

Congressman Richard Nugent
1727 Longworth HOB
Washington, DC 20515

Dear Congressman Nugent:

RE: Relocation of Channel Markers at Hell's Gate on Homosassa River, Citrus County

Homosassa River is the center of recreational activities and commercial fishing operations in Citrus County, which creates high traffic along the River. Traffic significantly increases as commercial fishing fleets are exiting and entering the Gulf waters and during the peak of the tourist season in our region.

The United States Coast Guard (USCG) installed the original channel markers more than 50 years ago and over time they have deteriorated. The original markers were large steel pilings which have over time rusted out at the waterline and several have broken off. The USCG has decided to replace these pilings with floating buoys. As you may be aware, this River can be treacherous to navigate if you are not very familiar with the various turns and bends of the River.

One of the most dangerous channels along the Homosassa River is known as Hell's Gate, and local residents and visitors alike have navigated this channel with caution over the years due to the narrowness of the area. This is one of the areas where the pilings were originally replaced with buoys. However, after several instances where the buoys drifted off course and vessels running aground, the USCG finally replaced the buoys with pilings. Several of the locals have complained that the "new" pilings were put in some 70 feet from their previous location, which has narrowed the channel even more.

Commissioners have received several complaints from local residents regarding the safety of this area and serious accidents have occurred at Hell's Gate since the buoys have been installed.

Public safety is our priority and we feel the markers should be returned to their original position. Boaters rely on these navigational aids to guide them safely through the channel. We recognize the budgetary constraints, but feel it is necessary to explore options on improving the safety in this area.

Ronald Kitchen Jr., Chairman, Commissioner, District 2 – Scott Carnahan 1st Vice Chairman, Commissioner, District 4
Dennis Damato, 2nd Vice Chairman, Commissioner, District 1 – Scott Adams Commissioner, District 5
Joe Meek, Commissioner, District 3

Attachment: SKM_C25820032509500 (13063 : Homosassa River Hells Gate)

We believe the best option is to relocate the pilings at Hell's Gate to their original location. The County is willing to work with the USCG to administer the replacement of the markers using local contractors.

I have provided a copy of the Board of County Commission Resolution No. 2015-140, a timeline of the activities and correspondence regarding the markers at Hell's Gate, media articles regarding accidents that have occurred in this area, and a copy of a recent letter submitted by the Homosassa River Alliance requesting assistance on this matter.

The Board has exhausted efforts at the local level with the USCG, who are responsible for the maintenance of the markers, and I am requesting your intervention to address this issue. We would appreciate the opportunity to discuss the details of the option above. Please contact me at 352-341-6560 or email ronald.kitchen@citrusbocc.com to arrange a convenient time to meet. I will wait for your reply.

Sincerely,

Ronald E. Kitchen Jr.
Citrus County Board of County Commissioners, District 2

cc: Randy Oliver, County Administrator
Denise Lyn, County Attorney
Mark Edwards, Aquatics Director
Tobey Phillips, Public Information Officer
USCG, District 7
Senator Marco Rubio
Senator Charles Dean
Senator Wilton Simpson
Homosassa River Alliance
Citrus County Commissioners

Attachment: SKM_C25820032509500 (13063 : Homosassa River Hells Gate)

RESOLUTION NO. 2015-140

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA SUPPORTING THE RELOCATION OF CHANNEL MARKERS AT HELL'S GATE ON THE HOMOSASSA RIVER BY UNITED STATES COAST GUARD

WHEREAS, the United States Coast Guard currently maintains the channels markers at Hell's Gate on the Homosassa River, and

WHEREAS, United States Coast Guard recently replaced the pilings at Hell's Gate and the new pilings were moved from the original location, and

WHEREAS, Hell's Gate is a narrow channel where recreational and commercial boaters have heightened concerns due to the narrowness of this area; and

WHEREAS, the recent action of moving channel markers further restricts this narrow channel and increases the likelihood of additional issues due to shallow waters; and

WHEREAS, relocating the channel markers back to their original position would address the recent concerns of citizens regarding the increased number of accidents and speeding issues in this area; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida in regular session this 11th day of August, 2015, as follows:

1. The Board does hereby support the relocation of channel markers at Hell's Gate on the Homosassa River to the original position by the United States Coast Guard as an appropriate balance between public safety and the public's enjoyment of our County's wonderful natural resources.

2. The Clerk of the Board is hereby directed to forward a certified copy of this Resolution to the United States Coast Guard, District 7.

Attachment: SKM_C25820032509500 (13063 : Homosassa River Hells Gate)

ATTEST:

for ANGELA VICK, CLERK

OFFICE OF CIRCUIT COURT SEAL CITRUS COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

BY: _____
SCOTT ADAMS, CHAIRMAN

_____
RONALD F. KITCHEN, 1ST VICE CHAIR

_____
SCOTT CARNAHAN, 2ND VICE CHAIR

_____
DENNIS DAMATO

_____
JOE MEEK

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____
DENISE A. DYMOND LYN
COUNTY ATTORNEY

Attachment: SKM_C25820032509500 (13063 : Homosassa River Hells Gate)

Notes

Homosassa Channel Markers & Hell's Gate Issues

- USCG installs channel markers (not sure what year.... 50's or early 60's possibly) marking the channel from the boat ramp (located at MacRae's) out of the Homosassa River.
- Over the past 5 years, several phone discussions with USCG regarding the deplorable conditions of the channel markers.
- Several channel markers rust off at waterline and USCG replaces them with floating buoys.
- One of the areas includes Hell's Gate.
- Several people complain that the buoys at Hell's Gate are not properly marking the channel. It is my understanding that the USCG had to re-position the buoys on several occasions. I communicated this to the USCG via phone.
    - A few weeks later, USCG advises that buoys are in their intended location.
- Approximately 1-2 years ago, USCG replaces buoys with pilings at Hell's Gate. Several people complain that the pilings were not put back in their original location (off by nearly 70'), which has now narrowed the channel making passage extremely dangerous. I communicated this to the USCG via email.
- July 2015 – Citizen (Mr. Hamersly) sends email to FWC requesting they make Hell's Gate an idle speed because of the potential for manatee strikes.
- 7/27/15 – FWC responds that USCG is fully aware of the issues.
- 7/27/15 USCG advises that they plan on replacing several markers with buoys.
- Several email communications continue regarding this issue.
- 7/30/15 – FWC advises USCG that there are 2 broken off pilings that their officers have hit with their patrol boat near buoy #12.
- 7/30/15 – USCG advised that buoy #12 is on station and marking known hazards and they are developing a plan to remove all hazards. Also, they plan to slowly convert pilings to buoys. Furthermore, advises they have put out a "Notice to Mariners" advising boaters of the current situation.
- Approximately August 2015, citizen calls and advises that he and his family ran into a broken off piling with his pontoon boat a few days ago and there was both damages and injuries. He states there was a buoy nearby, but not near the piling. I provided him with the contact number for the USCG.
- 8/10/15 – USCG advises that pilings at Hells Gate are marking the "Best Water" and asked if the County has considered dredging the River.

Attachment: SKM_C25820032509500 (13063 : Homosassa River Hells Gate)

- 8/11/15 – Staff advises USCG that there have not been any discussions at the County level regarding dredging the River.
- 8/11/15 – BOCC approved sending Resolution #2015-140 to USCG supporting the relocation of the channel markers at Hell's Gate.
- 1/6/16 – Homosassa River Alliance sends request for assistance in regards to both the channel markers and Hell's Gate.
- 1/7/16 – Staff discusses with the Homosassa River Alliance what all we have done regarding this issue and forwards previous communications.

Issues:

1. The entire channel markers are in deplorable conditions.
2. There are now several types of channel markers in place (i.e. large H-beam steel pilings, concrete poles, wood poles, and buoys). As a boater, this silhouette is very confusing as some markers are well above the water while some are not.
3. Missing markers.
4. Leaning pilings.
5. Buoys marking broken off pilings.
6. Hell's Gate issues:
    a. Staff's position is that due to the USCG moving the markers closer in has created this restriction in the channel and they should be the ones to remedy this.
    b. Another option would be for the FWC to review this area for manatee strikes and if the data supports, create a manatee idle speed zone.
        i. Since the State adopted the Manatee Protection Plan (decades ago), I am not aware of any additional zones being created although the boating numbers have increased dramatically (with the re-opening of scallop season several years ago).
    c. County could initiate an "idle speed", but would assume all costs (installation & maintenance) and liability.

Attachment: SKM_C25820032509500 (13063 : Homosassa River Hells Gate)

January 4, 2016

RECEIVED
JAN 8 3 2016
BOCC

Citrus County Board of County Commissioners
Citrus County Courthouse
110 N. Apopka Ave.
Inverness, FL 34450

Dear Commissioners,

Please see the enclosed letter regarding an issue with the Homosassa River Channels. Realizing that this is not something you would deal with directly, the Homosassa River Alliance is hoping you will be able to help by forwarding this request to the proper agencies, to show urgency is needed.

Thank you, in advance for your help,

Terri Auner

Terri Auner – Secretary
Homosassa River Alliance
PO Box 124
Homosassa, FL 34487

cc: USCG Station St. Petersburg, Commander
Senator Nelson
Senator Rubio
Rep. Nugent
Citrus Count Board of County Commissioners

Attachment: SKM_C25820032509500 (13063 : Homosassa River Hells Gate)

Homosassa River Alliance

PO Box 124
Homosassa, FL 34487-0124

The Save the Homosassa River Alliance, Inc. is a 501c (3) not-for-profit organization whose mission is to help restore and protect the Homosassa River system.

The Homosassa River Alliance, a non-profit group trying to recover the beautiful waters of the Homosassa River that we had a short time ago, needs your help once again. Back in 2009/2010 we had daily fuel spills in the river, once we knew who to call, your investigators came up whenever we called the NRC, and did their best to find and eliminate the causes of the careless spills. Ultimately several commercial boats were removed from the river. Thank you all for that help!

Our issue now is an ongoing deterioration of the channel markers. Local business people, as well as fishermen and tourists are running aground and hitting rocks because the markers are either missing, in the wrong place, or not visible. There have been many accidents and damaged boats, but no records are kept of these incidents. As an example, markers 4 and 26 no longer exist. The markers at Hell's Gate are misplaced and so close that two boats passing at normal speeds would likely have trouble. In reality, the buoy markers used to replace permanent channel markers are not useful, since they can only be seen during the day. Even then, in bad weather they are not visible and drift with tide and wind.

If you are at all familiar with the Homosassa River, you know that it is a "tricky" river to navigate, without the markers in the correct place, it becomes dangerous. Tourists during scallop season, who use the river,

Attachment: SKM_C25820032509500 (13063 : Homosassa River Hells Gate)

especially with hundreds of large boats every day is potentially an opportunity for disaster. No exaggeration, hundreds per day.

One of our members, whose family has been in Homosassa for generations, remembers when in the 1950s or early 1960s, the river channels were mapped and marked. Since then, only marginal repairs have been made. However, next to the repairs the original posts remain, usually just under the surface where they cannot be seen. This creates an additional hazard. In the past we have seen contractors working on the "repairs" so if necessary, please forward this to whoever needs to see it?

The River Alliance would like to see an urgent response to this situation. Understanding that nothing happens overnight, we urge your diligence to make this a priority. Nothing is expected to last 60 years or more in salt water and storms. It is well past time to re-map and replace the markers for public safety. Local residents are looking to our group for help. We promised we would do our best, but we need the US Coast Guard's help. One of our members is very willing to take your people out, or ride along so he can show you first hand where some of these hazards are. He knows the river as well as anyone, and can save you time and effort.

Thank you in advance for your attention to this matter.

Terri Auner - Secretary,
Homosassa River Alliance
Post Office Box 124
Homosassa, FL.34487.
Contact number: 352 592 7969

Attachment: SKM_C25820032509500 (13063 : Homosassa River Hells Gate)

Man injured in jet-ski accident

AA A

SHARE

By Buster Thompson
Tuesday, August 18, 2015 at 7:03 pm

A man was injured Tuesday afternoon when he fell off his jet ski on the Homosassa River.

The man was in an area known as Hell's Gate when he fell off and hurt his back, according to the Florida Fish and Wildlife Conservation Commission (FWC).

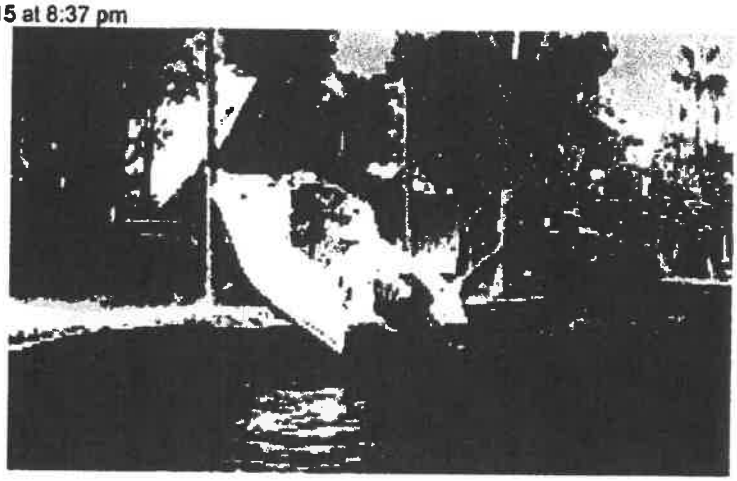
FWC officers were able to get the man to a boat ramp at the end of South Cherokee Way near MacRae's of Homosassa. Nature Coast EMS then transported him to Oak Hill Hospital in Brooksville.

Attachment: SKM_C25820032509500 (13063 : Homosassa River Hells Gate)

No injuries in boat wreck

AA A
SHARE

Tuesday, July 7, 2015 at 8:37 pm



Special to the Chronicle

A 23-foot cabin cruiser rests atop a sea wall Sunday morning on the Homosassa River near the area known as Hell's Gate. According to Florida Fish and Wildlife Conservation Commission spokesman officer Brad Stanley, the boat and its four passengers were following in line with other boats in Hell's Gate. "It's a very congested and windy area," Stanley said. As the boat pulled off to the side to let other boats go through, it snuck up on a channel marker, which the captain tried to avoid by throttling around it. The back of the boat hit the marker, causing the captain to stumble, press down on the throttle and shoot the boat into the seawall. No injuries were reported, but there was major damage to both the boat and seawall. Alcohol was not suspected, and no charges were filed, Stanley said.

Attachment: SKM_C25820032509500 (13063 : Homosassa River Hells Gate)

Homosassa infrastructure

AA A

SHARE

Tuesday, August 16, 2011 at 8:09 pm

Sidewalks have long been requested by Homosassa residents, businesses and visitors. And we are once again requesting them.

County Commissioner "JJ" Kenney recently obtained an estimate of costs for the first phase of construction from the Yulee and Fishbowl Drive intersections to U.S. 19. That estimate and a request for funding were forwarded to state Rep. Jimmie Smith.

The public can help by contacting Rep. Smith and requesting the funding.

Channel markers on the area of the Homosassa River commonly known as Hell's Gate are in need of replacement, and we are encouraging people to contact the Coast Guard to urge them to make the necessary changes. For those who are not familiar with this area, Hell's Gate is the historical name of the location where channel markers numbered 57b, 58 and 58a are located. The name came from there actually being a gate across the river to stop boat traffic at night due to the extreme navigational conditions there. The gate has not been used for 50 or more years, but the rock formations remain and have resulted in many thousands of dollars in damage to boats and boat motors as well as injuries to boaters.

The previous markers were metal H-beams and permanently located. The present markers, called nun buoys, are anchored to the bottom of the river but move with the tide and boat traffic or when a boat gets caught in the line off the exact channel.

We have been informed by the Coast Guard that they are "looking into" replacing the floating channel markers with permanent metal markers, but the public can help by making them aware of the importance of this happening as soon as possible due to the ongoing damages or possible serious injury or death to boaters.

Captains Dennis and Alicia Lowe, River Safaris & Gulf Charters Inc.

Homosassa

Attachment: SKM_C25820032509500 (13063 : Homosassa River Hells Gate)

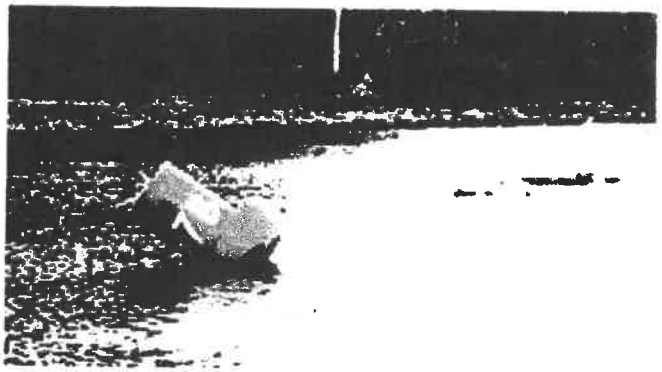
Homosassa River boaters cautioned

AA A

SHARE

By Special to the Chronicle
Saturday, February 5, 2011 at 9:44 pm

Boaters have been advised to use extreme caution in the Homosassa River after a local Coast Guard Auxiliary flotilla recently found two buoys had broken free from their moorings.



Special to the Chronicle

Buoy 57B, aground in the Homosassa River.
Buy this photo

During a regularly scheduled safety patrol on January 16, Flotilla 15-04 spotted buoys 57B and 58 aground in shallow water. These markers usually rest in a narrow and winding area of the river known as "Hell's Gate."
A report has been filed with the US Coast Guard, but as only limited equipment is available to correct displaced or destroyed aids to navigation in rivers, it may be a while before this situation is corrected.
The Auxiliary recommends idle speed, and possibly raising the lower unit of the engine to avoid damage to the propeller or boat.

Attachment: SKM_C25820032509500 (13063 : Homosassa River Hells Gate)

RICHARD B. NUGENT
11TH DISTRICT, FLORIDA
1727 LONGWORTH HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(P) 202-225-1002
(F) 202-226-6559

COMMITTEE ON
ARMED SERVICES

COMMITTEE ON RULES

COMMITTEE ON
HOUSE ADMINISTRATION

Congress of the United States
House of Representatives
Washington, DC 20515–0911

March 30, 2016

Sector Commander Gregory D. Case
St. Petersburg Sector, Unites States Coast Guard
600 8th Ave. S.E.
St. Petersburg, FL 33701

Dear Sector Commander Case,

I am writing concerning the condition and placement of channel markers in the Homosassa River in Citrus County, Florida. The Homosassa River is routinely trafficked for recreational activities and commercial fishing operations in Citrus County.

In speaking with many of my constituents, it has been brought to my attention that the condition and placement of channel markers in the river poses significant risk to public safety. The Citrus County Board of County Commissioners has deemed the status of the channel markers as "deplorable".

While navigating down the Homosassa River, operators are saddled with unpredictable and dangerous conditions including, deciphering several variations of navigational beacons (H-beam steel pilings, concrete poles, wood poles, buoys), submerged pilings and rocks, leaning pilings, and misplaced or missing markers altogether. As you can imagine, in a river as well traveled as the Homosassa River, the conditions outlined above are increasingly alarming.

A stark example of the danger of maneuvering the Homosassa River is in the placement of channel markers (pilings) at Hell's Gate (57b, 58, and 58a). This portion of the Homosassa River is notoriously narrow and dangerous to navigate. Recently, the United States Coast Guard (USCG) replaced the original channel markers with new markers nearly 70 feet from their previous location. As a result, the placement of the new channel markers has narrowed the channel to a point where two boats attempting to utilize the channel at the same time would likely encounter a hazardous situation. In the short time since the installation of the new pilings at Hell's Gate, the Citrus County Board of County Commissioners has received several complaints and reports of accidents.

To ensure the safety of their residents, the Citrus County Board of County Commissioners is requesting the U.S. Coast Guard work with local officials to move the channel markers at Hell's gate back to their original positions. The people affected by the currently misplaced markers are constituents of mine and I fully support their request for help to reposition those important safety measures.

Attachment: SKM_C25820032509500 (13063 : Homosassa River Hells Gate)

I appreciate you taking the time to look into this matter, and welcome an opportunity to discuss this further. Please don't hesitate to reach out to my office with any questions you may have.

Sincerely,

Richard B. Nugent
Member of Congress

Attachment: SKM_C25820032509500 (13063 : Homosassa River Hells Gate)

Amy Charley

From: Douglas A. Wright <Douglas.Wright@citrusbocc.com>
Sent: Tuesday, April 14, 2020 2:22 PM
To: CommissionRecordsEmail
Subject: [EXTERNAL] FW: [EXTERNAL]Hells Gate

CAUTION: This email originated from outside of the Clerk's Office. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please add below comments to the record for yesterday's BOCC meeting. Thanks

Doug

Doug Wright
Executive Assistant to the Board
(352) 341-6561 (office)
(352) 341-6584 (fax)
(352) 586-6271 (cell)

From: Patricia Kapocsi <fnpkap@aol.com>
Sent: Tuesday, April 14, 2020 14:10
To: Douglas A. Wright <Douglas.Wright@citrusbocc.com>
Subject: [EXTERNAL]Hells Gate

WARNING: This email originated from an external Domain **DO NOT CLICK** unless you recognize the sender and know the content is safe.

The Homosassa River Alliance fully supports any and all efforts to improve the boating safety in the area of Hells Gate on the Homosassa River. This area has always been notorious for the narrow channel and large rocks hidden below the surface, all of which have contributed to major boat damage and accidents resulting in bodily harm. The inexperienced and first time boaters must in someway be informed to these potential dangers as they approach this area of the river. Many boaters do not fully understand the channel marking system, this lack of knowledge can be very dangerous. A slow speed or no wake zone slowing boaters down will not eliminate these accidents, but will surely decrease the severity of future incidents. Frank Kapocsi, 9530 West River Holly Path . Homosassa Fl . President Homosassa River Alliance

Attachment: Additional Information for item E9 - Submitted by Homosassa River Alliance (13063 : Homosassa River Hells Gate)

Notes

Homosassa Channel Markers & Hell's Gate Issues

- USCG installs channel markers (not sure what year…. 50's or early 60's possibly) marking the channel from the boat ramp (located at MacRae's) out of the Homosassa River.
- Over the past 5 years, several phone discussions with USCG regarding the deplorable conditions of the channel markers.
- Several channel markers rust off at waterline and USCG replaces them with floating buoys.
- One of the areas includes Hell's Gate.
- Several people complain that the buoys at Hell's Gate are not properly marking the channel. It is my understanding that the USCG had to re-position the buoys on several occasions. I communicated this to the USCG via phone.
    - A few weeks later, USCG advises that buoys are in their intended location.
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- 7/27/15 – FWC responds that USCG is fully aware of the issues.
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- 8/10/15 – USCG advises that pilings at Hells Gate are marking the "Best Water" and asked if the County has considered dredging the River.

Attachment: Updated Notes Homosassa Channel Markers (13063 : Homosassa River Hells Gate)

- 8/11/15 – Staff advises USCG that there have not been any discussions at the County level regarding dredging the River.
- 8/11/15 – BOCC approved sending Resolution #2015-140 to USCG supporting the relocation of the channel markers at Hell's Gate.
- 1/6/16 – Homosassa River Alliance sends request for assistance in regards to both the channel markers and Hell's Gate.
- 1/7/16 – Staff discusses with the Homosassa River Alliance what all we have done regarding this issue and forwards previous communications.
- 2/5/16 – Commissioner Kitchen sends letter to Congressman Nugent
- 3/30/16 – Congressman Nugent sends letter to USCG
- 2016 – USCG conducts a Waterways Analysis and Management System study and makes some improvements
- 9/13/2016 – BOCC approves the installation of two information markers at Hells Gate notifying boaters of the narrow channel; markers installed shortly thereafter
- 3/13/20 – Commissioner Coleman sends an additional letter to USCG
- 8/6/20 – USCG sends letter to County notifying them that repairs have been made
- 8/8/20 – Commissioner Coleman sends follow up letter to USCG
- 10/1/20 – FWC sends email to County indicating that USCG forwarded the letter to them
- 10/6/20 – County Administrator sends letter to FWC requesting they consider a vessel speed zone in this federally marked channel and State owned waterway
- 10/15/20 – FWC sends email to the Administrator saying they do not utilize Chapter 120 outlined in F.S. 327.46 (1)(a) unless certain circumstances

Issues:

1. The entire channel markers are in deplorable conditions.
2. There are now several types of channel markers in place (i.e. large H-beam steel pilings, concrete poles, wood poles, and buoys). As a boater, this silhouette is very confusing as some markers are well above the water while some are not.
3. Missing markers.
4. Leaning pilings.
5. Buoys marking broken off pilings.
6. Hell's Gate issues:
    a. Staff's position is that due to the USCG moving the markers closer in has created this restriction in the channel and they should be the ones to remedy this.
    b. Another option would be for the FWC to review this area for manatee strikes and if the data supports, create a manatee idle speed zone.
        i. Since the State adopted the Manatee Protection Plan (decades ago), I am not aware of any additional zones being created although the boating

Attachment: Updated Notes Homosassa Channel Markers (13063 : Homosassa River Hells Gate)

numbers have increased dramatically (with the re-opening of scallop season several years ago).

c. County could initiate an “idle speed”, but would assume all costs (installation & maintenance) and liability.

Attachment: Updated Notes Homosassa Channel Markers (13063 : Homosassa River Hells Gate)

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.citrusbocc.com

Our Vision
"We are a user-friendly and common sense organization dedicated to responsive citizen services."

July 13, 2021

Congressman Daniel Webster
212 West Main Street Suite 208A
Inverness, FL 34450

Dear Congressman Webster:

RE: Relocation of Channel Markers at Hell's Gate on Homosassa River, Citrus County

Homosassa River is the center of recreational activities and commercial fishing operations in Citrus County, which creates high traffic along the River. Traffic significantly increases as commercial fishing fleets are exiting and entering the Gulf waters and during the peak of tourist season in our region.

The United States Coast Guard (USCG) installed the original channel markers more than 50 years ago and over time they have deteriorated. The original markers were large steel pilings which have over time rusted out at the waterline and several have broken off. The USCG has replaced the pilings with floating buoys. As you may be aware, this River can be treacherous to navigate if you are not very familiar with the various turns and bends of the River.

One of the most dangerous channels along the Homosassa River is known as Hell's Gate, and local residents and visitors alike have navigated this channel with caution over the years due to the narrowness of the area. This is one of the areas where the pilings were originally replaced with buoys. However, after several instances where the buoys drifted off course and vessels running aground, the USCG finally replaced the buoys with pilings. Several of the locals have complained that the "new" pilings were put in some 70 feet from their previous location, which has narrowed the channel even more.

Commissioners have received several complaints from local residents regarding the safety of this area and serious accidents have occurred at Hell's Gate since the new markers have been installed.

Public safety is our priority, and we feel the markers should be returned to their original position. Boaters rely on these navigational aids to guide them safely through the channel. We feel it is necessary to explore options on improving the safety in this area.

We have sent several correspondences to the USCG in just the last few years and while they have made some minor repairs on the River, there is still a lot that needs to be done.

We also strongly recommend the Coast Guard make this area a "slow speed zone" as there have been many accidents, mishaps and a couple of fatalities.

Attachment: Congressman Webster Hells Gate request (13063 : Homosassa River Hells Gate)

Scott Carnahan, Chairman, Commissioner, District 4; Ronald E. Kitchen Jr., 1st Vice Chairman, Commissioner, District 2; Ruthie Davis Schlabach, 2nd Vice Chairwoman, Commissioner, District 3; Jeff Kinnard, D.C., Commissioner, District 1; Holly L. Davis, Commissioner, District 5

I have provided a copy of the Board of County Commission Resolution No. 2015-140, a timeline of the activities and correspondence regarding the markers at Hell's Gate, media articles regarding accidents that have occurred in this area, and a copy of a letter submitted by the Homosassa River Alliance requesting assistance on this matter.

The Board has exhausted efforts at the local level with the USCG, who are responsible for the maintenance of the markers, and I am requesting your intervention to address this issue. We would appreciate the opportunity to discuss the details of the options above. Please contact me at 352-341-6560 or email scott.carnahan@citrusbocc.com to arrange a convenient time to meet. I will wait for your reply.

Sincerely,

Scott Carnahan
Chairman, Citrus County Board of County Commissioners

cc: Randy Oliver, County Administrator
Denise Lyn, County Attorney
Mark Edwards, Aquatics Director
USCG, District 7
Senator Marco Rubio
Senator Wilton Simpson
Representative Ralph Massullo Jr.
Homosassa River Alliance

Attachment: Congressman Webster Hells Gate request (13063 : Homosassa River Hells Gate)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Final MPO Interlocal Funding Agreement
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

We have been working with Hernando County to develop an MPO Interlocal Funding Agreement. The original intent was to separate indirect costs charged by Hernando County to the MPO. While that approach was not successful, we did get Hernando County to agree to section 5(b); “Hernando County Agrees that if any Administrative costs charged by Hernando County to the MPO are not reimbursed by FDOT they will be paid by Hernando County”. The Agreement provides that Citrus County will loan the MPO $250,000 at 0% interest

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve the MPO Interlocal Funding Agreement with Hernando County.

INTERLOCAL FUNDING AGREEMENT BETWEEN CITRUS COUNTY, HERNANDO COUNTY, AND THE HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION

THIS INTERLOCAL FUNDING AGREEMENT (the "Agreement"), is made and entered into this ____ day of _____, 2021, by and between CITRUS COUNTY, Florida, a political subdivision of the State of Florida ("Citrus County"), HERNANDO COUNTY, Florida, a political subdivision of the State of Florida ("Hernando County"), and the Hernando/Citrus Metropolitan Planning Organization, a metropolitan planning agency (the "MPO").

WITNESSETH:

WHEREAS, Fla. Stat. §339.175 provides for the designation of at least one metropolitan planning organization each urbanized area of the state; and,

WHEREAS, the MPO is designated as the metropolitan planning organization for the urbanized areas within Citrus and Hernando Counties, and the Governor, through the Florida Department for of Transportation ("FDOT"), has entered into an Interlocal Agreement with Citrus and Hernando Counties and the other units of general purpose local government and special purpose government located within the affected urbanized areas and designated for membership on the MPO; and,

WHEREAS, pursuant to Fla. Stat. §339.175, the MPO is an independent governmental entity separate and distinct from the state and the governing body of

Attachment: MPO funding ILA (13031 : Final MPO Interlocal Funding Agreement)

any entity that is represented on the Governing Board of the MPO or that is a signatory to the Interlocal Agreement; and,

WHEREAS, Fla. Stat. §163.01 authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and,

WHEREAS, under Fla. Stat. Chapters 125 and 163, the County is authorized to enter into interlocal agreements and to contract with the MPO and other governmental entities for the provision and exchange of certain services; and,

WHEREAS, pursuant to Fla. Stat. §339.175, the MPO has the authority to contract with the County for the provision and exchange of certain services to accomplish its transportation planning and programming duties and administrative functions; and,

WHEREAS, the MPO operates pursuant to the Interlocal Agreement for Creation of a Metropolitan Planning Organization, on recorded on July 2, 2014, in Official Records Book 3107, Page 1715, Public Records of Hernando County, Florida; and recorded on August 27, 2014, in Official Records Book 2641, Page 1495, Public Records of Citrus County, Florida; and also recorded on October 9,

Attachment: MPO funding ILA (13031 : Final MPO Interlocal Funding Agreement)

2014, in Official Records Book 22844, Page 883, Public Records of Hillsborough County, Florida; and,

WHEREAS, on July 28, 2015, Hernando County approved a loan to the MPO in the amount of $450,000.00, from its General Fund and at zero percent interest, for the sole purpose of providing the MPO with cash flow to operate until eligible MPO activities were reimbursed from State/Federal grants and/or Local funds, as applicable; and,

WHEREAS, a special revenue fund was established for the MPO that was distinct and separate from the Hernando County's General Fund; and,

WHEREAS, pursuant to the Interlocal Agreement for Administrative Services by and between Hernando County and the Hernando/Citrus Metropolitan Planning Organization (the "Administrative Services Agreement"), dated July 22, 2014, Hernando County provides administrative services to the MPO, the costs of which the FDOT reimburses to Hernando County through direct billing of actual expenses; and,

WHEREAS, the Citrus County Board of County Commissioners voted on January 19, 2021, to loan the sum of $250,000.00 as a long-term loan at zero percent interest to the MPO in order to provide the MPO with the funds necessary to manage the continuous, cooperative and comprehensive metropolitan planning process as

Attachment: MPO funding ILA (13031 : Final MPO Interlocal Funding Agreement)

mandated by State and Federal law starting within Fiscal Year 2022; provided, that the MPO adopt or continue certain accounting practices.

NOW THEREFORE, in consideration of the foregoing and the other mutual obligations and benefits described herein, the parties agree as follows:

Section 1. Incorporation of Recitals

Each and all of the foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference.

Section 2. Definitions

The following terms shall be defined for purposes of this Agreement to have the following meanings, unless the context shall affirmatively and clearly indicate to the contrary:

a. "Administrative Services Interlocal Agreement" means the Interlocal Agreement for Administrative Services by and between Hernando County and the Hernando/Citrus Metropolitan Planning Organization, dated July 22, 2014, whereby Hernando County has agreed to provide administrative services to the MPO including bookkeeping, auditing, financial statements and record-keeping, budget adoption or amendment, legal representation, and advertising for public hearings for budget adoption or amendment.

b. "Agreement" means this Interlocal Agreement.

Attachment: MPO funding ILA (13031 : Final MPO Interlocal Funding Agreement)

c. "Fiscal Year 2022" means the period beginning on October 1, 2021 and ending on September 30, 2022.

d. "Supplemental Funding Amount" means the loan of $250,000.00 by Citrus County made as a long-term loan to the MPO for the MPO's access, use, withdrawal, deposit and reimbursement through federal, state or local grants starting with Fiscal Year 2022. Citrus County is making this loan in order to provide the MPO with cash-flow funding for MPO-eligible expenditures that are to be incurred prior to reimbursement from the granting agencies. Citrus County is loaning this money on a long-term basis at 0% interest. Should the MPO dissolve, the loan will immediately become due.

e. Unified Planning Work Program ("UPWP") means the document that a metropolitan planning organization must adopt biennially, pursuant to 23 CFR ' 450.308 and Fla. Stat. ' 339.175, that identifies the priorities and activities that the metropolitan planning organization will carry out in the following two years, and that serves as the metropolitan planning agency's adopted budget.

Section 3. Purpose and Scope of this Agreement

The purpose of this Agreement is limited to setting the terms and conditions applicable to Citrus County's provision of the Supplemental Funding to the MPO.

Section 4. Obligation of Citrus County

Attachment: MPO funding ILA (13031 : Final MPO Interlocal Funding Agreement)

The Citrus County Board of County Commissioners will pay the Supplemental Funding Amount to the MPO on or before October 1, 2021.

Section 5. Obligations of Hernando County and the MPO

In exchange for Citrus County's provision of the Supplemental Funding Amount, the MPO and Hernando County agree that:

a. The MPO will remain a stand-alone Special Revenue Fund (or other term as defined by Generally Accepted Account Principles ("GAAP") and the Governmental Accounting Standards Board ("GASB").

b. Hernando County agrees that if any of the Administrative Expenses charged by Hernando County to the MPO are not reimbursed by FDOT, they will be paid by Hernando County.

b. The total of receivables plus cash, less payables and Fund Balance must equal the monetary contribution of participating entities starting September 30, 2021 and continuing in future years.

Section 6. Effective Date, Term

The effective date of this Agreement shall be the date of signature by the last party to sign this Agreement. The terms of this Agreement shall commence on the effective date and terminate upon the repayment of the loan made by Citrus County pursuant to this Interlocal Agreement by the MPO.

Attachment: MPO funding ILA (13031 : Final MPO Interlocal Funding Agreement)

Section 7. Interpretation

The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

Section 8. Negotiations

The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

Section 9. Indemnification and Governmental Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Citrus County, Hernando County, and the MPO are state agencies or political subdivisions as defined in Fla. Stat. §768.28 and shall be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

Section 10. Record-Keeping and Retention

Attachment: MPO funding ILA (13031 : Final MPO Interlocal Funding Agreement)

Each party shall retain all records related to this Agreement and any Administrative Services funded hereunder in accordance with the State of Florida public records retention law and applicable Federal rules and regulations. Each party shall have access to such records, for the purposes of inspection and audit, until such time as the law allows said records to be destroyed. This section shall survive the expiration or termination of this Agreement.

Section 11. Federal Participation

a. It is understood and agreed by the parties that in order to permit the MPO participation in the expenditure of Federal Planning Funds, this Agreement may be subject to the approval of the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), or the Florida Department of Transportation ("FDOT"). The parties agree no supplemental agreement of any nature may be entered into by the parties hereto with regard to the services to be performed hereunder involving the expenditure or use of Federal Planning Funds without the approval of FHWA and/or FTA or as otherwise provided for in this Agreement.

b. The parties agree that no federal appropriated funds in connection with this Agreement have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer

Attachment: MPO funding ILA (13031 : Final MPO Interlocal Funding Agreement)

or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, grant, loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

c. If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying."

d. In accordance with 49 CFR §20.110 and 31 U.S.C. §1352, the parties agree to file a certification and disclosure form upon award of any federal contract, grant, or cooperative agreement exceeding one hundred thousand dollars ($100,000.00).

Section 12. Entire Agreement

This Agreement contains the entire agreement of the parties regarding the subject matter thereof. No oral statements, representations or prior written matter

Attachment: MPO funding ILA (13031 : Final MPO Interlocal Funding Agreement)

relating to the subject matter herein, but not specifically incorporated herein, shall have any force or effect.

Section 13. Modification

No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by all of the parties hereto.

Section 14. Binding Effect

This Agreement shall be binding upon the respective successors, administrators, executors, heirs, and assigns of the parties hereto.

Section 15. Waiver of Jury Trial

Each party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to this Agreement or the relationships of the parties hereto be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source including, but not limited to, the Constitution of the United States or any state therein, the common law, or any applicable statute or regulations. Each party hereto acknowledges that it is knowingly and voluntarily waiving its right to demand trial by jury.

Section 16. No Third-Party Beneficiaries

Attachment: MPO funding ILA (13031 : Final MPO Interlocal Funding Agreement)

The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto and their respective permitted successors or assigns, and it is not the intention of the parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

Section 17. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one instrument.

Section 18. Authority

The parties hereto are authorized to execute this Agreement in accordance with Florida law including, but not limited to, Fla. Stat. Chs. 125, 163, and 339.

Section 19. Governing Law; Disputes

This Agreement shall be interpreted and construed in accordance with Florida law. Any dispute to this Agreement shall be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Fla. Stat. Ch. 164. Each party shall be responsible for its own costs and attorneys' fees in the event of any litigation, dispute, claim, action, appeal or administrative proceeding.

Section 20. Venue: Jurisdiction

Attachment: MPO funding ILA (13031 : Final MPO Interlocal Funding Agreement)

In the event of any litigation, dispute, claim, action, appeal, or administrative proceeding, each party hereto consents to the personal jurisdiction and venue of a tribunal or a court of subject matter jurisdiction located in either Citrus County or Hernando County, Florida.

Section 21. Headings

The headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or any part hereof, or in any way affect the same, or construe any provision hereof.

(The Remainder of this Page Has Been Intentionally Left Blank)

Attachment: MPO funding ILA (13031 : Final MPO Interlocal Funding Agreement)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

Angela Vick
Clerk of the Circuit Court

CITRUS COUNTY, FLORIDA

Scott Carnahan
Chairman, Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

County Attorney
Denise A. Dymond Lyn

ATTEST:

Douglas Chorvat, Jr.
Clerk of the Court and Comptroller

HERNANDO COUNTY, FLORIDA

John Allocco
Chairman, Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Deputy County Attorney

Attachment: MPO funding ILA (13031 : Final MPO Interlocal Funding Agreement)

ATTEST:

HERNANDO/CITRUS METROPOLITAN PLANNING ORGANIZATION

MPO Clerk

Jeff Kinnard
MPO Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

County Attorney

Attachment: MPO funding ILA (13031 : Final MPO Interlocal Funding Agreement)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Facilities Use Permit
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

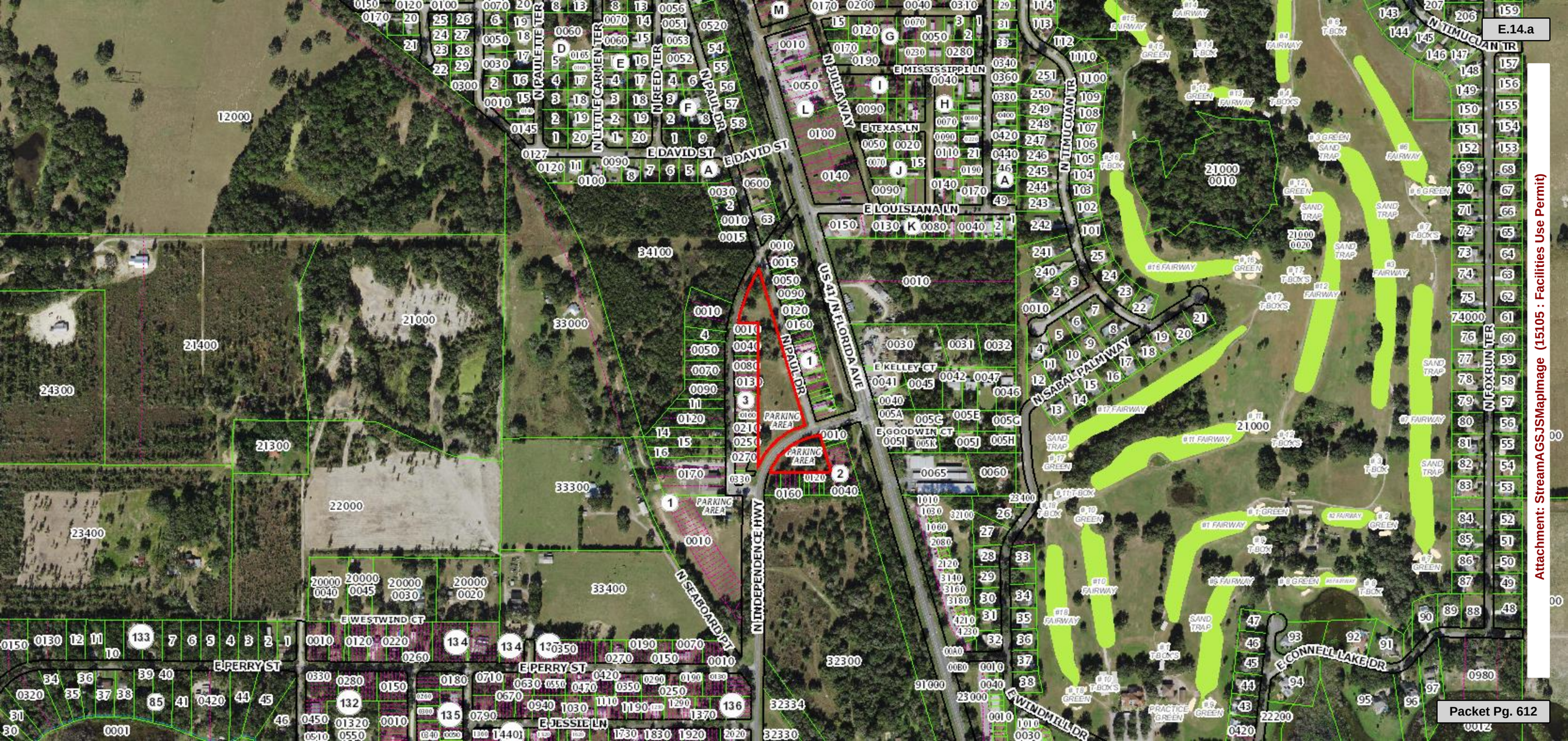
Jacob Priddy from the Solid Rock Church in Inverness is requesting to use a vacant lot across from the church that is owned by the County for parking during a church festival for a 1-day event on Saturday July 24, 2021. The event is estimated to draw in around 1,000 people. The request was made on July 8, 2021 and the next BOCC meeting is July 27th.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Authorize the Chairman to allow a facilities use permit for Solid Rock Church to use the Vacant lot as parking for a one-day event subject to receipt of insurance acceptable to the Risk Manager and approval of the County Attorney's Office.



Attachment: StreamAGSJSMapImage (15105 : Facilities Use Permit)

ADDITIONAL ITEM
E14 7-13-21

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Facilities Use Permit
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

Jacob Priddy from the Solid Rock Church in Inverness is requesting to use a vacant lot across from the church that is owned by the County for parking during a church festival for a 1-day event on Saturday July 24, 2021. The event is estimated to draw in around 1,000 people. The request was made on July 8, 2021 and the next BOCC meeting is July 27th.

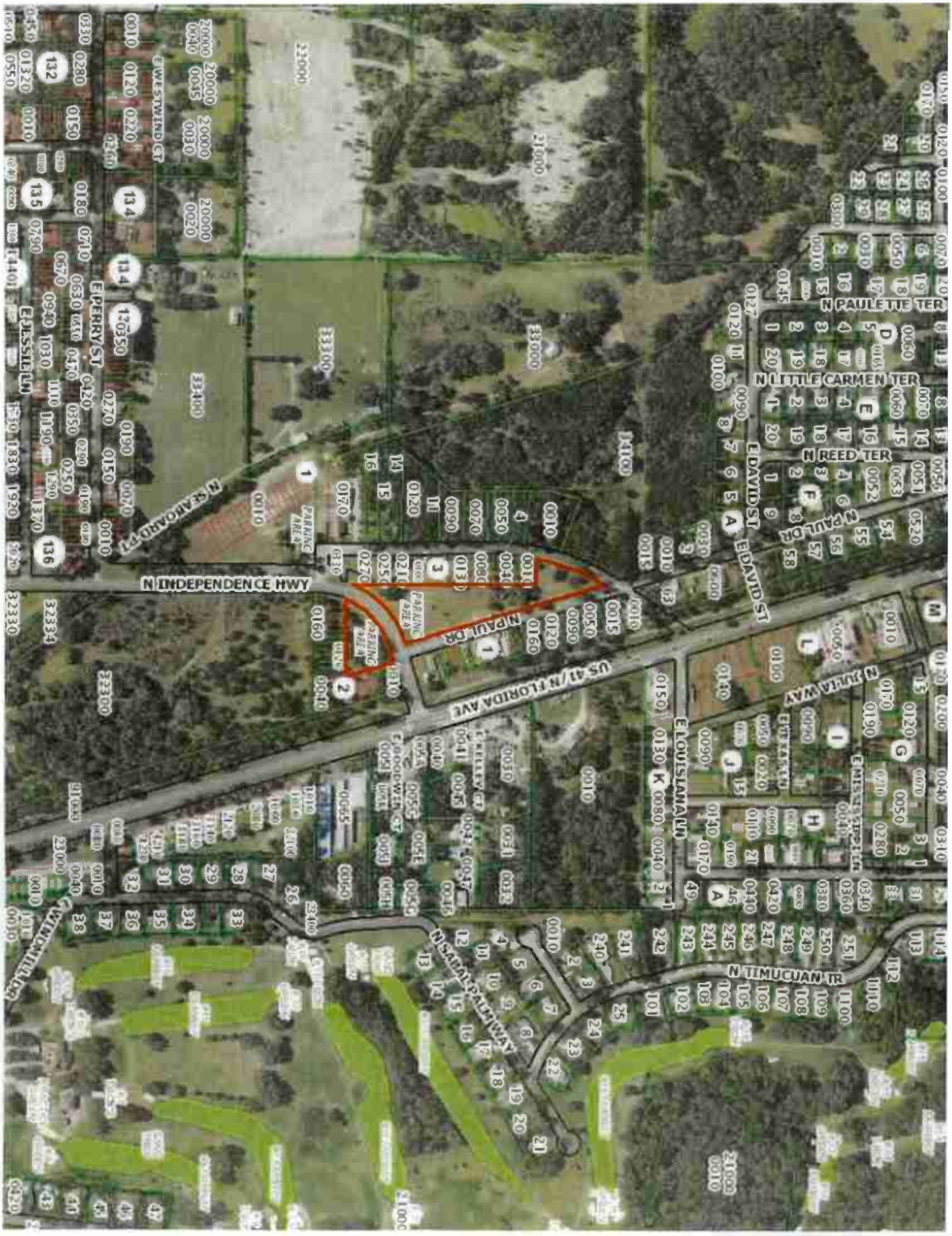
BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Authorize the Chairman to allow a facilities use permit for Solid Rock Church to use the Vacant lot as parking for a one-day event subject to receipt of insurance acceptable to the Risk Manager and approval of the County Attorney's Office.

Attachment: Additional Item E14 (15105 : Facilities Use Permit)



Attachment: Additional Item E14 (15105 : Facilities Use Permit)

D, E1/ABC G3 A
F, M1, 02
Q

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: July 13, 2021

Name: Janet A. Barek

Address: 7022 N. Santos Dr.
Citrus Springs, FL 34434

Telephone #: (616) 648-1242 (cell)

Item to be Addressed:

Communication: Public Speaker Forms for item F

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	RFQ for planning/land development code consulting services
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

As part of the second phase of the Suncoast parkway extension through Citrus County, 3 interchanges are planned to be developed. These interchanges will be located at CR 482, SR 44 and SR 486. The interchanges at Cardinal and SR 44 have Interchanges Management Areas (IMA's) identified, while SR 486 does not. In preparation for the opening of the parkway, the County must have Land Development Code (LDC) revisions adopted for the Cardinal Mixed Use Future Land Use Map category, and potential comprehensive plan / LDC amendments for SR 44 and SR 486. The disciplines necessary to complete the comprehensive plan amendments and LDC may include, urban design, land use and transportation planning, site civil engineering, and architectural renderings. County staff does not have all the disciplines necessary to develop the planning and land development code standards. Therefore, staff is requesting the County develop a Request for Qualifications (RFQ) to assist the County staff in preparing the necessary codes and standards to direct and guide appropriate land development at the 3 interchange management areas.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Direct staff to prepare and advertise an RFQ for planning and land development code services for the 3 interchange management areas.

G1

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/2021

Name: BILL HUNTER

Address: ROSEHILL PL

Telephone #: 305-393-3566

Item to be Addressed: ITEM G.1 - SUNCOAST INTERCHANGE PLANNING

Attachment: Public Speakers for Item G1 (13023 : RFQ for

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Homosassa River Slow Speed Zone
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

On June 22, 2021 the Board of County Commissioners approved and authorized the Chairman to sign a letter to the Florida Fish & Wildlife Conservation Commission (FWC) requesting they change a seasonal manatee zone to a year-round slow speed zone on in the Homosassa River. After further discussion, the original motion was amended to extend the no wake zone to the eastern boundary of the Homosassa Springs Marina.

A lengthy discussion ensued regarding creating a County ordinance for the area around the marina due to safety concerns. Florida Statues 327.46 outlines the criteria required regarding the creation of boating restricted areas by ordinance. It is anticipated that a vessel traffic study would be required to accomplish a slow speed zone.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Discussion and direct staff to:

a. Apply for a Florida Uniform Waterways Marker permit with the Florida Fish & Wildlife Conservation Commission

b. Create an ordinance, with the assistance of the Florida Fish & Wildlife Conservation Commission, for a boating safety zone on the Homosassa River from Monkey Island to the East side of Homosassa Springs Marina.

c. Approve staff to obtain quotes for a vessel traffic study.

G.3. Approve second disbursement of funds to United Way of Citrus County in the amount of $150,000.

Approve second disbursement of funds to United Way of Citrus County in the amount of $150,000.

G.4. Dept of Justice Body Worn Camera Policy and Implementation Grant

Approve and authorize designation of signature authority to the Citrus County Sheriff's Office to electronically submit the application.

H. PRESENTATIONS/PUBLIC HEARINGS

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

J. COMMITTEE REPORTS FROM COMMISSIONERS

K. COMMISSIONER HOLLY L. DAVIS - DISTRICT 5

K.1. Commissioners Travel & Reimbursement Administrative Regulation (AR) 7.16.

a. Motion and Vote to Adopt Administrative Regulation 7.16.

b. Set Individual Budget amount for the remainder of 2020-2021 Budget year and set Individual Budget amount for 2021-2022 Budget year.

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

L.1. Manatee Zone, Homosassa River

Approve and authorize the Chairman to sign the attached letter to the Florida Fish & Wildlife Conservation Commission requesting they change a seasonal manatee zone to a year-round slow speed manatee zone in the Homosassa River.

L.2. Discussion and vote on requesting Chairman to meet with Judge Howard to discuss space needs of the Courts on a short term and a long-term basis.

Direct Chairman to meet with the Chief Judge regarding the short and long-term needs of the Court System.

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

Attachment: Commission Meeting 6-22-21 (15084 : Homosassa River Slow Speed Zone)

Motion to approve item K1a and b, with b set at $1000 per Commissioner for the remainder of 2020/2021 and $4000 per Commissioner annually for 2021/2022 was made by Commissioner Holly Davis and was Seconded by Second Vice Chairman Ruthie Schlabach.

Board discussion ensued.

Motion was amended for K1b to leave it as a pooled budget for the $16,000 going forward, so no change.

Board discussion continued with Mr. Oliver.

Motion was amended: Original motion was restated to accept K1a for Administration Regulation 716, which will be left in place: K1b set individual amounts for 2020/2021, do not do that portion, leave it as it is as of this writing with the $6,774 remaining available pooled; and for 2021/2022 divide $16,000 by five.

Consensus of the Board was given to Mr. Oliver for how to handle the allowable County Commissioner travel and event attendance reimbursement in the future.

Clerk requested clarification of the motion.

Second Vice Chairman Ruthie Schlabach rescinded the Second, made on the first two motions, due to Commissioner Jeff Kinnard, D.C. Seconding the final amendment.

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

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

L.1. Manatee Zone, Homosassa River

Approve and authorize the Chairman to sign the attached letter to the Florida Fish & Wildlife Conservation Commission requesting they change a seasonal manatee zone to a year-round slow speed manatee zone in the Homosassa River.

Commissioner Jeff Kinnard, D.C. provided the recommendation, followed by Board discussion.

Motion to authorize the Chairman to sign the attached letter to the Florida Fish & Wildlife Conservation Commission requesting they change a seasonal manatee zone to a year-round slow speed manatee zone in the Homosassa River and to add a no wake zone for the 1200 feet in front of the Homosassa Springs Marina.

Citizens Rodney MacRae, Frank Kapocsi, Eric Toney, and Dr. Theodore Kazimiroff commented.

Motion was amended to extend the no wake zone to the eastern boundary of the Homosassa Springs Marina before going to the slow speed zone.

Attachment: Commission Meeting 6-22-21 (15084 : Homosassa River Slow Speed Zone)

Board discussion continued.

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

Statement

County Administrator Charles R. Oliver provided an announcement regarding overview of the process.

Commissioner Jeff Kinnard, D.C. commented.

L.2. Discussion and vote on requesting Chairman to meet with Judge Howard to discuss space needs of the Courts on a short term and a long-term basis.

Direct Chairman to meet with the Chief Judge regarding the short and long-term needs of the Court System.

Motion to direct the Chairman to sit down and discuss current and future space needs with the judiciary.

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

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

Second Vice Chairman Ruthie Schlabach requested the County Administrator Charles R. Oliver provide a list of the organizations that the Board of County Commissioners are a member of and expressed interest in the National Association of Counties (NACo) Conference.

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

N.1. Video of Project Phoenix 2.0

View video.

First Vice Chairman Ronald E. Kitchen, Jr. presented the Phoenix 2.0 video, followed by Board discussion.

O. CHAIRMAN SCOTT CARNAHAN - DISTRICT 4

No items.

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

No items.

Q. OPEN TO THE PUBLIC

Citizen John Tarantino addressed the Board.

Attachment: Commission Meeting 6-22-21 (15084 : Homosassa River Slow Speed Zone)

The 2018 Florida Statutes

Title XXIV VESSELS | Chapter 327 VESSEL SAFETY

327.46 Boating-restricted areas.—

(1) Boating-restricted areas, including, but not limited to, restrictions of vessel speeds and vessel traffic, may be established on the waters of this state for any purpose necessary to protect the safety of the public if such restrictions are necessary based on boating accidents, visibility, hazardous currents or water levels, vessel traffic congestion, or other navigational hazards or to protect seagrasses on privately owned submerged lands.

(a) The commission may establish boating-restricted areas by rule pursuant to chapter 120.

(b) Municipalities and counties have the authority to establish the following boating-restricted areas by ordinance:

1. An ordinance establishing an idle speed, no wake boating-restricted area, if the area is:

a. Within 500 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways more than 300 feet in width or within 300 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways not exceeding 300 feet in width.

b. Within 500 feet of fuel pumps or dispensers at any marine fueling facility that sells motor fuel to the general boating public on waterways more than 300 feet in width or within 300 feet of the fuel pumps or dispensers at any licensed terminal facility that sells motor fuel to the general boating public on waterways not exceeding 300 feet in width.

c. Inside or within 300 feet of any lock structure.

2. An ordinance establishing a slow speed, minimum wake boating-restricted area if the area is:

a. Within 300 feet of any bridge fender system.

b. Within 300 feet of any bridge span presenting a vertical clearance of less than 25 feet or a horizontal clearance of less than 100 feet.

c. On a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width from shoreline to shoreline.

d. On a lake or pond of less than 10 acres in total surface area.

3. An ordinance establishing a vessel-exclusion zone if the area is:

a. Designated as a public bathing beach or swim area.

b. Within 300 feet of a dam, spillway, or flood control structure.

Attachment: F.S. 327.46 (15084 : Homosassa River Slow Speed Zone)

(c) Municipalities and counties have the authority to establish by ordinance the following other boating-restricted areas:

1. An ordinance establishing an idle speed, no wake boating-restricted area, if the area is within 300 feet of a confluence of water bodies presenting a blind corner, a bend in a narrow channel or fairway, or such other area if an intervening obstruction to visibility may obscure other vessels or other users of the waterway.

2. An ordinance establishing a slow speed, minimum wake, or numerical speed limit boating-restricted area if the area is:

a. Within 300 feet of a confluence of water bodies presenting a blind corner, a bend in a narrow channel or fairway, or such other area if an intervening obstruction to visibility may obscure other vessels or other users of the waterway.

b. Subject to unsafe levels of vessel traffic congestion.

c. Subject to hazardous water levels or currents, or containing other navigational hazards.

d. An area that accident reports, uniform boating citations, vessel traffic studies, or other creditable data demonstrate to present a significant risk of collision or a significant threat to boating safety.

3. An ordinance establishing a vessel-exclusion zone if the area is reserved exclusively:

a. As a canoe trail or otherwise limited to vessels under oars or under sail.

b. For a particular activity and user group separation must be imposed to protect the safety of those participating in such activity.

Any of the ordinances adopted pursuant to this paragraph shall not take effect until the commission has reviewed the ordinance and determined by substantial competent evidence that the ordinance is necessary to protect public safety pursuant to this paragraph. Any application for approval of an ordinance shall be reviewed and acted upon within 90 days after receipt of a completed application. Within 30 days after a municipality or county submits an application for approval to the commission, the commission shall advise the municipality or county as to what information, if any, is needed to deem the application complete. An application shall be considered complete upon receipt of all requested information and correction of any error or omission for which the applicant was timely notified or when the time for such notification has expired. The commission's action on the application shall be subject to review under chapter 120. The commission shall initiate rulemaking no later than January 1, 2010, to provide criteria and procedures for reviewing applications and procedures for providing for public notice and participation pursuant to this paragraph.

(d) Owners of private submerged lands that are adjacent to Outstanding Florida Waters, as defined in s. 403.061(27), or an aquatic preserve established under ss. 258.39-258.399 may request that the commission establish boating-restricted areas solely to protect any seagrass and contiguous seagrass habitat within their private property boundaries from seagrass scarring due to propeller dredging. Owners making a request pursuant to this paragraph must demonstrate to the commission clear ownership of the submerged lands. The commission shall adopt rules to implement this paragraph, including, but not limited to, establishing an application process and criteria for meeting the

Attachment: F.S. 327.46 (15084 : Homosassa River Slow Speed Zone)

requirements of this paragraph. Each approved boating-restricted area shall be established by commission rule. For marking boating-restricted zones established pursuant to this paragraph, owners of privately submerged lands shall apply to the commission for a uniform waterway marker permit in accordance with ss. 327.40 and 327.41, and shall be responsible for marking the boating-restricted zone in accordance with the terms of the permit.

(e) As used in this section, the term "seagrass" has the same meaning as in s. 253.04.

(2) Each such boating-restricted area shall be developed in consultation and coordination with the governing body of the county or municipality in which the boating-restricted area is located and, when the boating-restricted area is to be on the navigable waters of the United States, with the United States Coast Guard and the United States Army Corps of Engineers.

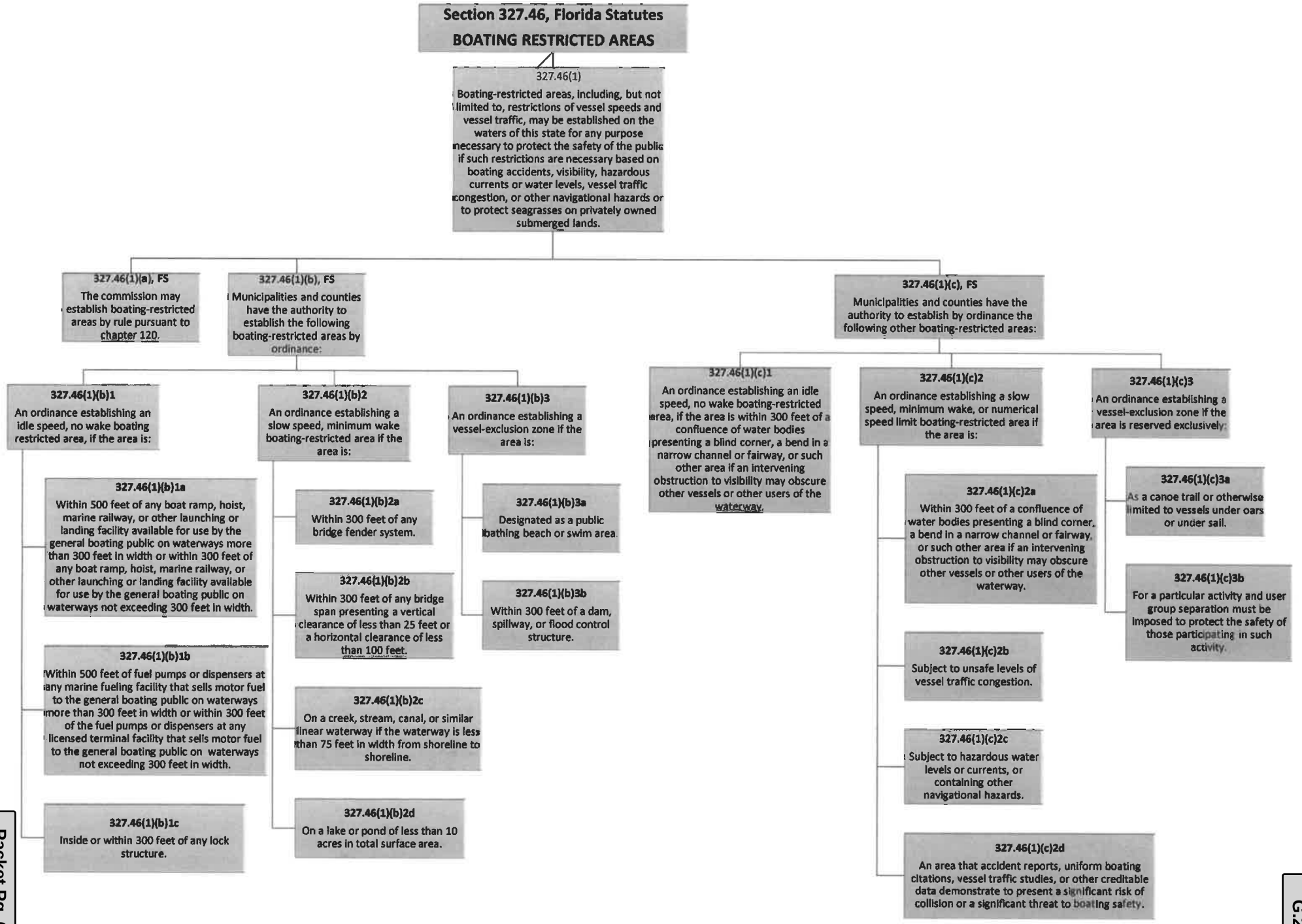
(3) It is unlawful for any person to operate a vessel in a prohibited manner or to carry on any prohibited activity, as defined in this chapter, within a boating-restricted area which has been clearly marked by regulatory markers as authorized under this chapter.

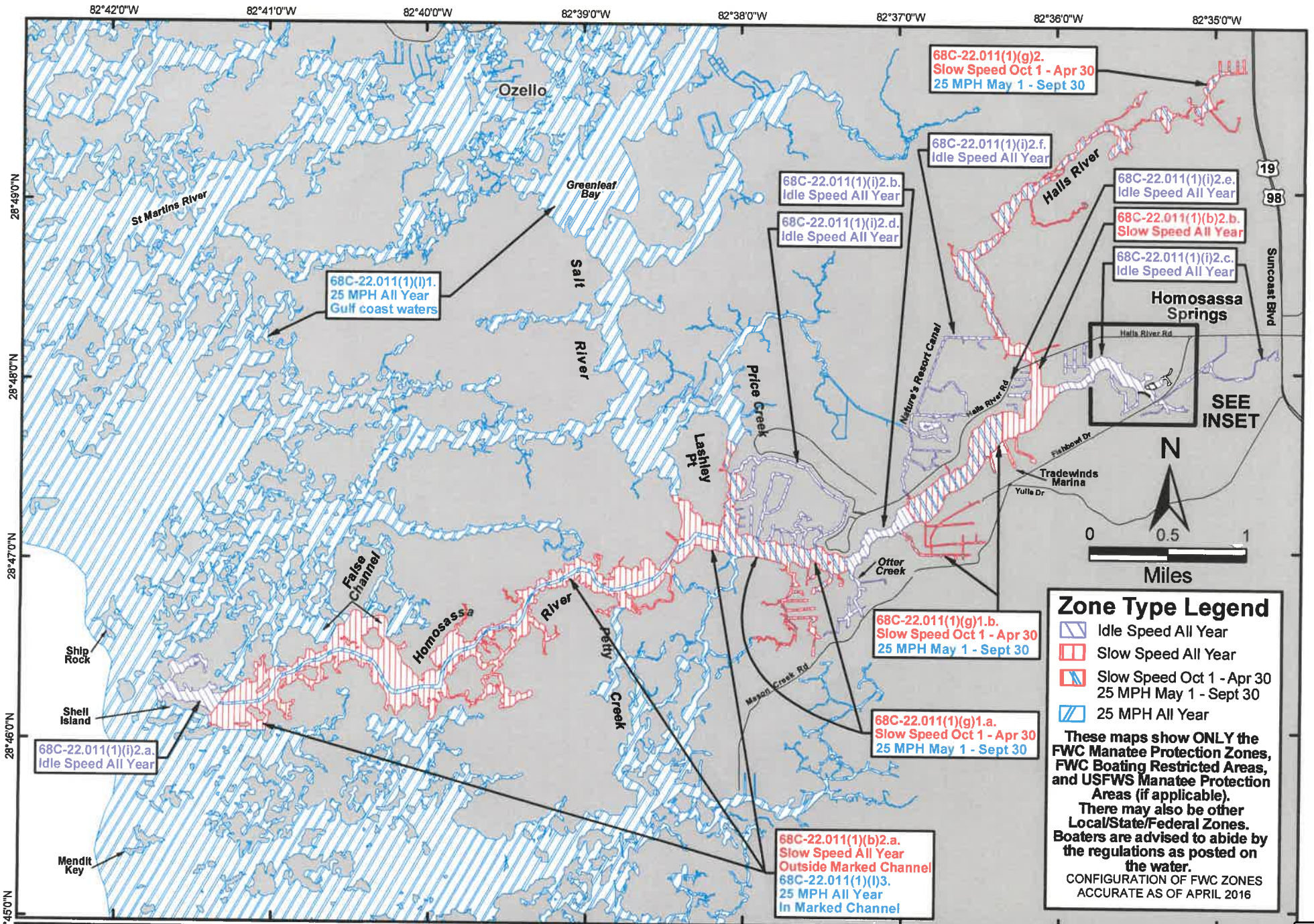
(4) Restrictions in a boating-restricted area established pursuant to this section shall not apply in the case of an emergency or to a law enforcement, firefighting, or rescue vessel owned or operated by a governmental entity.

History.—s. 7, ch. 63-105; s. 1, ch. 65-361; ss. 25, 35, ch. 69-106; s. 23, ch. 78-95; s. 7, ch. 81-100; s. 27, ch. 99-245; s. 16, ch. 2000-362; s. 13, ch. 2009-86; s. 8, ch. 2017-163.

Note.—Former s. 371.522.

Attachment: F.S. 327.46 (15084 : Homosassa River Slow Speed Zone)

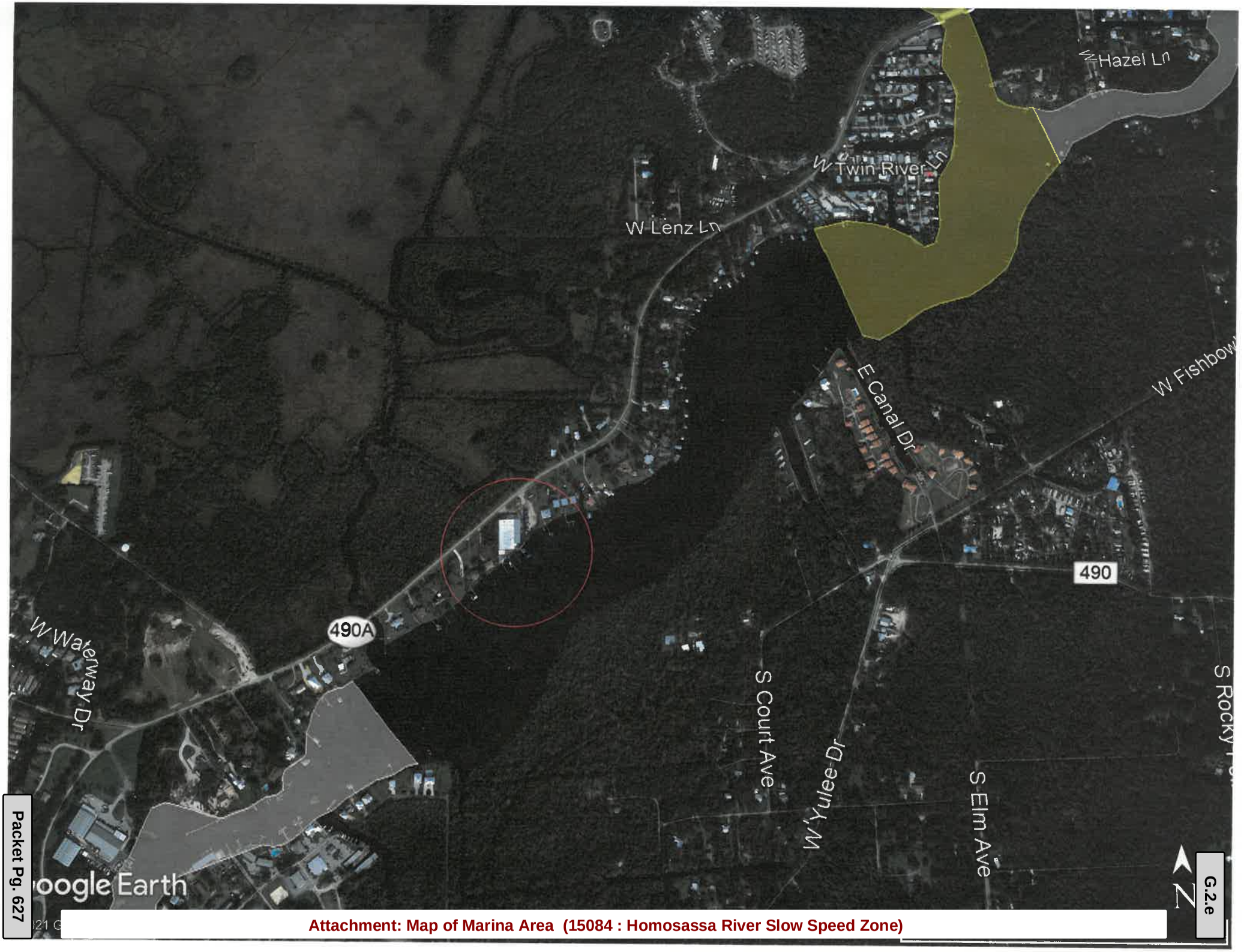

Section 327.46, Florida Statutes
BOATING RESTRICTED AREAS
327.46(1)
Boating-restricted areas, including, but not limited to, restrictions of vessel speeds and vessel traffic, may be established on the waters of this state for any purpose necessary to protect the safety of the public if such restrictions are necessary based on boating accidents, visibility, hazardous currents or water levels, vessel traffic congestion, or other navigational hazards or to protect seagrasses on privately owned submerged lands.
327.46(1)(a), FS
The commission may establish boating-restricted areas by rule pursuant to chapter 120.
327.46(1)(b), FS
Municipalities and counties have the authority to establish the following boating-restricted areas by ordinance:
327.46(1)(c), FS
Municipalities and counties have the authority to establish by ordinance the following other boating-restricted areas:
327.46(1)(b)1
An ordinance establishing an idle speed, no wake boating restricted area, if the area is:
327.46(1)(b)2
An ordinance establishing a slow speed, minimum wake boating-restricted area if the area is:
327.46(1)(b)3
An ordinance establishing a vessel-exclusion zone if the area is:
327.46(1)(c)1
An ordinance establishing an idle speed, no wake boating-restricted area, if the area is within 300 feet of a confluence of water bodies presenting a blind corner, a bend in a narrow channel or fairway, or such other area if an intervening obstruction to visibility may obscure other vessels or other users of the waterway.
327.46(1)(c)2
An ordinance establishing a slow speed, minimum wake, or numerical speed limit boating-restricted area if the area is:
327.46(1)(c)3
An ordinance establishing a vessel-exclusion zone if the area is reserved exclusively:
327.46(1)(b)1a
Within 500 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways more than 300 feet in width or within 300 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways not exceeding 300 feet in width.
327.46(1)(b)1b
Within 500 feet of fuel pumps or dispensers at any marine fueling facility that sells motor fuel to the general boating public on waterways more than 300 feet in width or within 300 feet of the fuel pumps or dispensers at any licensed terminal facility that sells motor fuel to the general boating public on waterways not exceeding 300 feet in width.
327.46(1)(b)1c
Inside or within 300 feet of any lock structure.
327.46(1)(b)2a
Within 300 feet of any bridge fender system.
327.46(1)(b)2b
Within 300 feet of any bridge span presenting a vertical clearance of less than 25 feet or a horizontal clearance of less than 100 feet.
327.46(1)(b)2c
On a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width from shoreline to shoreline.
327.46(1)(b)2d
On a lake or pond of less than 10 acres in total surface area.
327.46(1)(b)3a
Designated as a public bathing beach or swim area.
327.46(1)(b)3b
Within 300 feet of a dam, spillway, or flood control structure.
327.46(1)(c)2a
Within 300 feet of a confluence of water bodies presenting a blind corner, a bend in a narrow channel or fairway, or such other area if an intervening obstruction to visibility may obscure other vessels or other users of the waterway.
327.46(1)(c)2b
Subject to unsafe levels of vessel traffic congestion.
327.46(1)(c)2c
Subject to hazardous water levels or currents, or containing other navigational hazards.
327.46(1)(c)2d
An area that accident reports, uniform boating citations, vessel traffic studies, or other creditable data demonstrate to present a significant risk of collision or a significant threat to boating safety.
327.46(1)(c)3a
As a canoe trail or otherwise limited to vessels under oars or under sail.
327.46(1)(c)3b
For a particular activity and user group separation must be imposed to protect the safety of those participating in such activity.



CITRUS AND ASSOCIATED COUNTY FWC & USFWS MANATEE PROTECTION AREAS and FWC BOATING RESTRICTED AREAS

For description of zone boundaries:
See 68C-22.011 F.A.C for State Manatee Protection Zones
See 68D-24.109 F.A.C. for State Boating Restricted Areas
See 50 CFR part 17.108 for Federal Manatee Protection Areas

Attachment: FWC Manatee Zone Map (15084 : Homosassa River Slow Speed Zone)



Attachment: Map of Marina Area (15084 : Homosassa River Slow Speed Zone)

Mark L. Edwards

From: Arrington, Thomas <Thomas.Arrington@MyFWC.com>
Sent: Wednesday, June 30, 2021 10:39 AM
To: Mark L. Edwards
Cc: Grimes, Kate
Subject: [EXTERNAL]RE: Homosassa River
Attachments: ##Section 327.46, F.S..pdf; 327.46 Flowchart.pdf

WARNING: This email originated from an external Domain **DO NOT CLICK** unless you recognize the sender and know the content is safe.

Mr. Edwards:

Thanks so much for reaching out to FWC!

Question, is the marina in a facility that sells fuel to the general boating public (not a private members only facility)? If this marina is a public facility, you can apply for an idle speed, no wake boating restricted area under F.A.C. 327.46(1)(b)1b (Within 500 feet of fuel pumps or dispensers at any marine fueling facility that sells motor fuel to the general boating public on waterways more than 300 feet in width or within 300 feet of the fuel pumps or dispensers at any licensed terminal facility that sells motor fuel to the general boating public on waterways not exceeding 300 feet in width). You would need to apply for a permit through my office by completing the FUWM permit application process, would you like for me to send this application packet to you?

As far as extending the ISNW zone an additional 850' under F.A.C. 327.46(1)(b)1b, that would not be allowable under that statute. You would have to cite F.A.C. 327.46(1)(c)2d and provide accident reports, uniform boating citations, vessel traffic studies or other creditable data that would demonstrate substantial competent evidence that this additional 850' extended zone is needed due to a significant risk of collision or threat to boating safety.

Please feel free to email me if you have any additional questions or if you would like to move forward with the (1)(b) application for the marina.

Thank!

Thomas Arrington
Division of Law Enforcement
Permit Coordinator
Boating and Waterways Section
620 South Meridian Street
Tallahassee, Florida 32399-1600
Thomas.Arrington@MyFWC.com

From: Mark L. Edwards <MARK.EDWARDS@citrusbocc.com>
Sent: Wednesday, June 30, 2021 8:24 AM
To: Arrington, Thomas <Thomas.Arrington@MyFWC.com>
Subject: Homosassa River

Attachment: FWC Correspondence (15084 : Homosassa River Slow Speed Zone)

[EXTERNAL SENDER] Use Caution opening links or attachments

Our Board of County Commissioners recently sent a letter to FWC requesting they consider removing the "seasonal manatee zone" from Monkey Island to Marker 7 that allows boats to go 25 mph during certain times of the year and request they make it idle/slow speed year around due to manatee and increased boating concerns. Since this process of opening the Manatee Zone rule may take up to, or over a year, our board is wanting to go ahead and create an idle speed zone by ordinance around the Marina under F.S. 327.46. I have attached two maps (one showing the current Manatee Zones (FWC maps) and the other showing the proposed idle speed zone around the Marina (Red Circle on map) and current Manatee Zones (White areas are Idle Speed and Yellow is Slow Speed zones). We will work closely with you in creating the ordinance.

My question is, the 500' allowed around the Marina would still leave a 25 mph zone to the West for approximately 850' which would be very confusing. Would we be able to extend beyond the 500' an additional 850' so that it is a continual idle speed zone to the West of the Marina? This would allow immediate relief to the Marina until such time FWC can consider the Manatee Zone issue.

Mark Edwards
Aquatic Services Director
352-527-7620
mark.edwards@citrusbocc.com

Attachment: FWC Correspondence (15084 : Homosassa River Slow Speed Zone)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	American Rescue Plan Projects
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

Citrus County is projected to receive approximately $29M in federal funding through the American Rescue Plan Act (ARPA). These funds are targeted for specific uses, which include water and wastewater infrastructure expansion. A list of potential projects has been developed by staff and is attached to this agenda item for Board consideration. If approved, the projects would be added to the Capital Improvement Plan to be funded through ARPA. The list includes projects with a total estimated cost in excess of the ARPA amount, but the intent is that they will be implemented generally in the order that they are listed until the ARPA funds are expended.

In addition to authorizing staff to add the projects on the list to the Capital Improvement Plan, staff is also recommending that the Board authorize the use of ARPA funds to supplement funding for the ongoing septic to sewer program for any such projects that are implemented during the time that ARPA funds are available. The intent would be to establish a maximum assessment amount of $6,000 for affected property owners. In the event that project costs are such that the assessments would exceed $6,000, ARPA funds would be applied to buy down the assessment to that amount.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

a. Approve the list of American Rescue Plan Act (ARPA) water and wastewater projects and authorize staff to add them to the Capital Improvement Plan.

b. Establish a maximum individual residential parcel assessment amount of $6,000 for septic to sewer projects that occur within the time that ARPA funds are available and, if assessments would be greater than $6,000, authorize the use of ARPA funds to buy the assessments down to that amount.

Water and Wastewater Projects for American Rescue Plan Act Funding

Priority	Project	Description	Project Type	Cost	Cumulative Cost
1	Cardinal Force Main Extension	Extend the force main from Lima Avenue to the Suncoast Parkway connection for advanced treatment at the SWRWRF. **Engineering design construct approved 4/27/2021.**	Wastwater Expansion	$2,000,000	$2,000,000
2	Independence to Lakeside WM Extension	Water main extension to provide for looping, water quality, and system reliablility. **Engineering design contract approved 4/27/2021.**	Water Main Extension	$1,500,000	$3,500,000
3	Holder Industrial Business Park Wastewater Extension	The intent of this project is to design and construct one lift station located at the old Quail Ridge subdivision water plant site and a 8-inch force main to pump wastewater from the Holder Business Park to the existing force main at the corner of 491 and Deltona Ave. The purpose of the project will accommodate future wastewater flows from commercial and residential areas that are currently served by an OSTDS. **Engineering design contract on the 6/8/2021 agenda.**	Wastwater Expansion	$1,750,000	$5,250,000
4	Meadowcrest WWTF Denitrification Filters	The intent of this project is to design, permit, and construct denitrification filters at the existing Meadowcrest Wastewater Facility. The pupose of the adding the filters to the process train is to remove the nutrient levels down to the requirements set forth in the adopted Basin Management Action Plan. **NOTE: Total estimated project cost is $3,000,000. FDEP match = $1,500,000.**	Wastewater-BMAP Compliance	$1,500,000	$6,750,000
5	CR-480 FM	12" force main from the Parkway to the SWRWRF - required to connect the Suncoast Parkway FM to Southwest Regional Water Reclamation Facility	Wastewater-Expansion	$450,000	$7,200,000
6	NW Quadrant Watermain Extension	10" and 8" water mains to provide water service to the properties along US 19 north of Crystal River from the existing 18" water main on N. Williams Ave., along N. William Ave. and W. Ashburn Lane to Us 19, then north along US 19 to Powerline Road. **NOTE: Total estimated project cost is $4,900,000. Project budget includes a $3000 per ERU assessment (212 ERUs x $3000 = $636,000).**	Water Main Extension	$4,264,000	$11,464,000
7	Bicentennial Park Sewer Project	Expansion of Sewer to serve Bicentennial Park	Wastewater-Expansion	$500,000	$11,964,000

Attachment: Updated Stimulus Projects 28 mill_7_06_rev (13028 : American Rescue Plan Projects)

8	Ft. Island Trail Septic Remediation Project	This project will connect up to 205 lots within the Ft. Island coridor area of Citrus County including the communities of Dixie Shores and Crystal Isles. Availability of sewer service to the area would eliminate the potential for nutrient pollution posed by septic tank effluent. This area is in the BMAP for Crystal River/Kings Bay, but is not in the Primary Focus Area. **NOTE: Total estimated project cost is $6,600,000. Project budget includes a $6000 per lot assessment (205 lots x $6000 = $1,230,000)and FDEP match = $2,685,000.**	Wastewater - Septic to Sewer	$2,685,000	$14,649,000
9	Septic to Sewer Project Assessment Adjustments	Use ARPA funds to equalize assessments at $6,000 for all septic to sewer proejcts implemented within the duration of funding availability	Wasteswater - Septic to Sewer	$3,000,000	$17,649,000
10	UANCR Line Looping Project	Finish the areas in the unincorporated area north of crystal river by looping the system for reliability, water quality, and public health and safety measures.	Water Main Extension	$1,500,000	$19,149,000
11	CR 491 Road Widening Next Phase -Utility Modifications	Utility Relocations and Upgrades to increase capacity associated with the CR 491 road widening project	Water/Wastewater	$1,525,000	$20,674,000
12	Citrus Springs WTP-01	Ground Storage, High Service Pumping, Disinfection	Plant Upgrade	$5,600,000	$26,274,000
13	Point O'Woods Water and Wastewater Interconnections to Inverness	The purpose of this project is to connect the County's existing Point O' Woods service area to the City of Inverness water and wastewater systems and allow the existing Point O'Woods water and wastewater package plants to be decommissioned. Requires bulk water and wastewater agreements with the City of Inverness - ongoing.	Water and Wastewater	$1,150,000	$27,424,000
14	US 19 Corridor Lift Station Ph I	The intent of this project is to design and construct three master lift stations along the US 19 corridor from Green Acres St. to Jump Ct. Gravity sewer was constructed concurrent with the US 19 Road Widening project for the purpose of accommodating future wastewater flows from commercial and residential areas that are currently served by an OSTDS. These lift stations will allow the system to be placed into operation.	Wastewater-Expansion	$1,700,000	$29,124,000

Attachment: Updated Stimulus Projects 28 mill_7_06_rev (13028 : American Rescue Plan Projects)

15	CAB-I WTP High Service Pumping Upgrades	Increase pumping capacity to address peak demands	Plant Upgrade	$2,500,000	$31,624,000
16	Water Oaks WTP - Plant Upgrade to Supply Fire Flow	Plant upgrade or interconnect with Inverness	Plant Upgrade	$490,000	$32,114,000
17	Pine Ridge WTP-05 Upgrades	Ground Storage, High Service Pumping, Disinfection	Plant Upgrade	$4,700,000	$36,814,000
18	Southern St 16" Water Main Interconnect	Extend 16" WM from CR-491 to the Parkway	Water Main Extension	$1,200,000	$38,014,000
19	W Laurel St FM to MC-36	10" force main to divert flows to new transmission system	Wastewater-Expansion	$220,000	$38,234,000
20	Crystal Oaks (MC-04) to MC-01A Force Main	New force main to divert flows away from the Meadowcrest system	Wastewater-Expansion	$2,600,000	$40,834,000

Attachment: Updated Stimulus Projects 28 mill_7_06_rev (13028 : American Rescue Plan Projects)

D, E1/ABC G3 A
F, M1, 02
Q

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: July 13, 2021

Name: Janet A. Barek

Address: 7022 N. Santos Dr.
Citrus Springs, FL 34434

Telephone #: (616) 648-1242 (cell)

Item to be Addressed:

Attachment: Public Speakers for Item G3 (13028 : American

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	2:00 PM Public Hearing on Chapter 102 Section 101: Wastewater Connections
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

Conduct a Public Hearing on an Ordinance pertaining to Chapter 102, Section 101 "Wastewater Connections".

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

a. Conduct a Public Hearing on an Ordinance of Citrus County, Florida, a political subdivision of the State of Florida, pertaining to Citrus County Code Enforcement, amending Chapter 102 entitled "wastewater connections"; amending Article V, Section 20-54(b)(1); amending Article VII, Section 102-101; providing for severability; providing for modifications that may arise from consideration at public hearing; providing for inclusion into the code; and providing for an effective date.

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

ORDINANCE NO. 2020-_____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, PERTAINING TO CHAPTER 102 UTILITIES, AMENDING ARTICLE III, SECTION 102-101 ENTITLED "WASTEWATER CONNECTIONS: WHEN REQUIRED; PROHIBITED CONSTRUCTION; INSTALLATION"; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners ("Board") is the legislative and governing body of Citrus County, Florida, a political subdivision of the State of Florida, authorized to exercise governmental powers pursuant to Article VIII of the Constitution of the State of Florida and Section 125.01, Florida Statutes; and

WHEREAS, the Board adopted Section 102-101 of the Code of Ordinances requiring connection to an available publicly owned or investor-owned sewage system in Citrus County;

WHEREAS, the County is subject to certain Basin Management Action Plan (BMAP) requirements, Section 373.811(2), F.S., pertaining to mandatory connection.

NOW, THEREFORE, **BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. The provisions of Article III, Section 102-101 are amended as follows:

It is unlawful for any person to construct, install or repair septic tanks or other similar wastewater treatment systems in or upon any property where a publicly owned or investor-owned sewage system is available. For purposes of this section, the term "available" shall have the same definition as the definition contained in Section 381.0065 (2)(a), F.S. or any successor statute. Owners of onsite sewage treatment and disposal systems are required to connect to an available publicly owned or investor-owned sewerage system within one (1) year in accordance with Section 381.00655(1)(a), F.S., and to abandon the existing system(s) in accordance with all applicable laws, rules and regulations; these requirements shall be enforced in accordance with the provisions of this Article III and chapter 19 of the Citrus County Code. In addition, activities described in Section 373.811(2), F.S. are prohibited within the Priority Focus Area (PFA) delineated in the Crystal River/Kings Bay Basin Management Action Plan and the Homosassa/Chassahowitzka Basin Management Action Plan dated June 2018 preventing new onsite sewage treatment and disposal systems from being constructed on lots less than one (1) acre unless the new system includes enhanced treatment of nitrogen as approved by the necessary agency as described in Chapter 64E-6, Florida Administrative Code (FAC) or the publicly owned or investor-owned utility provider demonstrates a sewerage system will become available within five (5) years. ~~in F.A.C. 10D-6.42(9), or any successor regulation adopted by the state department of health.~~

Attachment: Ordinance to amend Ch 102 (12980 : 2:00 PM Public Hearing on Chapter 102 Section 101: Wastewater Connections)

Section 2. Severability. If any section, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 3. Modification. 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 with the Clerk.

Section 4. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate the amendments to the provisions of Chapter 102 of the Citrus County Code of Ordinances.

Section 5. Effective Date. This Ordinance shall take effect as provided by law.

PASSED AND DULY ADOPTED, in open session, with a quorum present and voting, this _____day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____ _____

ANGELA VICK, Clerk SCOTT CARNAHAN, Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____

DENISE A. DYMOND LYN
County Attorney

Attachment: Ordinance to amend Ch 102 (12980 : 2:00 PM Public Hearing on Chapter 102 Section 101: Wastewater Connections)

ORDINANCE NO. 2020-_____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, PERTAINING TO CHAPTER 102 UTILITIES, AMENDING ARTICLE III, SECTION 102-101 ENTITLED "WASTEWATER CONNECTIONS: WHEN REQUIRED; PROHIBITED CONSTRUCTION; INSTALLATION"; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners ("Board") is the legislative and governing body of Citrus County, Florida, a political subdivision of the State of Florida, authorized to exercise governmental powers pursuant to Article VIII of the Constitution of the State of Florida and Section 125.01, Florida Statutes; and

WHEREAS, the Board adopted Section 102-101 of the Code of Ordinances requiring connection to an available publicly owned or investor-owned sewage system in Citrus County;

WHEREAS, the County is subject to certain Basin Management Action Plan (BMAP) requirements, Section 373.811(2), F.S., pertaining to mandatory connection.

NOW, THEREFORE, **BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. The provisions of Article III, Section 102-101 are amended as follows:

It is unlawful for any person to construct, install or repair septic tanks or other similar wastewater treatment systems in or upon any property where a publicly owned or investor-owned sewage system is available. For purposes of this section, the term "available" shall have the same definition as the definition contained in Section 381.0065 (2)(a), F.S. or any successor statute. Owners of onsite sewage treatment and disposal systems are required to connect to an available publicly owned or investor-owned sewerage system within one (1) year in accordance with Section 381.00655(1)(a), F.S., and to abandon the existing system(s) in accordance with all applicable laws, rules and regulations; these requirements shall be enforced in accordance with the provisions of this Article III and chapter 19 of the Citrus County Code. In addition, activities described in Section 373.811(2), F.S. are prohibited within the Priority Focus Area (PFA) delineated in the Crystal River/Kings Bay Basin Management Action Plan and the Homosassa/Chassahowitzka Basin Management Action Plan dated June 2018 preventing new onsite sewage treatment and disposal systems from being constructed on lots less than one (1) acre unless the new system includes enhanced treatment of nitrogen as approved by the necessary agency as described in Chapter 64E-6, Florida Administrative Code (FAC) or the publicly owned or investor-owned utility provider demonstrates a sewerage system will become available within five (5) years. .

Attachment: Ordinance to amend Ch 102 DAL Revisions_mbm 5.26.21 (002) (12980 : 2:00 PM Public Hearing on Chapter 102 Section 101:

Section 2. Severability. If any section, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 3. Modification. 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 with the Clerk.

Section 4. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate the amendments to the provisions of Chapter 102 of the Citrus County Code of Ordinances.

Section 5. Effective Date. This Ordinance shall take effect as provided by law.

PASSED AND DULY ADOPTED, in open session, with a quorum present and voting, this _____day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____ _____

ANGELA VICK, Clerk SCOTT CARNAHAN, Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____

DENISE A. DYMOND LYN
County Attorney

Attachment: Ordinance to amend Ch 102 DAL Revisions_mbm 5.26.21 (002) (12980 : 2:00 PM Public Hearing on Chapter 102 Section 101:

AGENDA MEMORANDUM

FROM:	Holly L. Davis, Commissioner
SUBJECT:	Lease Pleasant Grove Fire Station
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

The Community Food Bank has expressed a need for additional food storage during hurricane season. Consequently, I would recommend leasing the Pleasant Grove Fire Station (Station# 19) to them for $1.00 until November 30, 2021 with the Food Bank responsible for all utilities and maintenance. This will meet their short term need and give us the opportunity to review our policy for leasing property. .

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Lease the Pleasant Grove Fire Station (Station# 19) to the Community Food Bank for $1.00 from July 15, 2021 until November 30, 2021 with the Food Bank responsible for all maintenance and utilities.

AGENDA MEMORANDUM

FROM:	Ruthie Davis Schlabach, Commissioner
SUBJECT:	Discuss Potential Improvements to Beverly Hills Area.
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

A Town Hall has been scheduled for August 4, 2021 at the Central Ridge Community Center at 6:00 PM. Based on the last town hall, I would like to give the residents three options to vote upon subject to Board approval. They could only vote for one option. The options are:

1. Construction for 4 Pickleball Courts - Estimated Cost: $50,000.

2. Construction of a Fountain - Estimated Cost: $45,000.

3. Rehabilitate the Swimming Pool with the understanding the pool would be deeded back to the Homeowners Owners Association (HOA) upon completion with the HOA responsible for maintenance, staffing and upkeep in the future. Estimated Cost: $70,000 to $80,000.

Options 1 and 2 can be funded from Impact Fees for that District. Option 3, if authorized by the Board, would need to be funded from the General Fund.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Request Board support to offer these three options to the citizens to choose one with the understanding the County will fund the option selected.

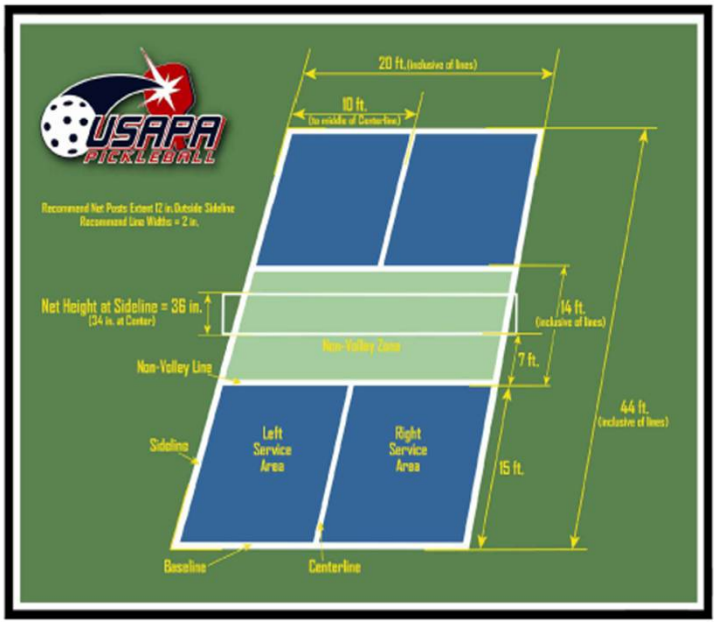
BEVERLY HILLS POOL PROPOSED OPTIONS

JULY 13, 2021

Attachment: BeverlyHillsPoolOptions (15090 : Discuss Potential Improvements to Beverly Hills Area.)

OPTION 1 – PICKLEBALL COURT





Estimated cost $50,000

(4) courts @$12,500 per court

Attachment: BeverlyHillsPoolOptions (15090 : Discuss Potential Improvements to Beverly Hills Area.)

OPTION 2 – FOUNTAIN



https://www.tripadvisor.co.nz/LocationPhotoDirectLink-g34323-i332787797-Inverness_Florida.html

Estimated cost $45,000

OPTION 3
REHAB POOL AND DEED BACK TO HOA



https://www.chronicleonline.com/news/local/commissioners-once-more-say-no-to-beverly-hills-pool-repairs/article_bc35d70e-6618-11e9-b37c-5fcee881dd96.html

Estimated cost $70,000-$80,000

ADDITIONAL INFORMATION
ITEM M-1 DATE 7/13/21

Douglas A. Wright

From: Randy Oliver
Sent: Friday, July 9, 2021 3:17 PM
To: Denise A. Dymond Lyn; Holly L. Davis; Jeff S. Kinnard; Ronald E. Kitchen; Ruthie D. Schlabach; Scott E. Carnahan
Cc: Mariselle Rodriguez; Douglas A. Wright; Veronica A. Kampschroer; Mike Wright
Subject: Additional Information Agenda Item M-1
Attachments: IMG_0154.jpg; IMG_0155.jpg

Commissioners:

Commissioner Schlabach has ask that these two pictures be added to her Agenda item M-1.

Randy

Attachment: Additional Information for item M1 (15090 : Discuss Potential Improvements to Beverly Hills Area.)




POOL CLOS
NO TRESPASSI
VIOLATORS WILL BE PROSEC
DANGER
KEEP OUT
FOR SAFETY

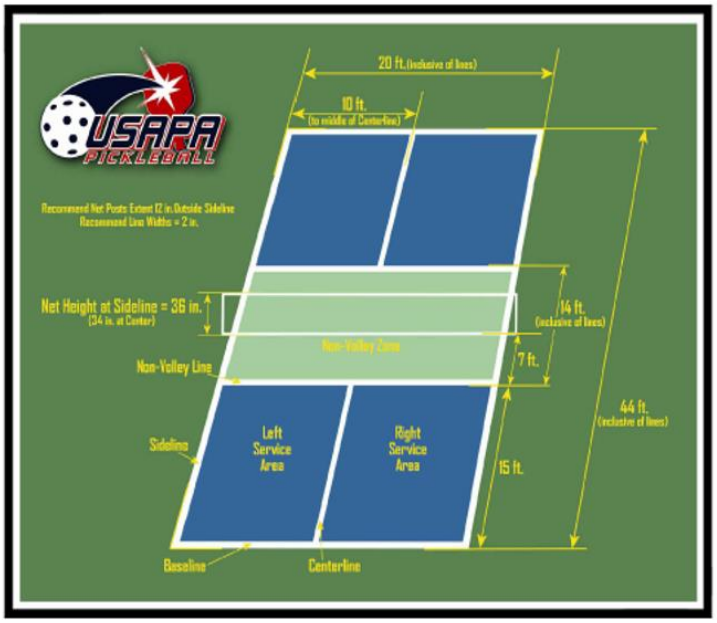
Attachment: M1 BeverlyHillsPoolOptionsPP (15090 : Discuss Potential Improvements to

BEVERLY HILLS POOL PROPOSED OPTIONS

JULY 13, 2021

OPTION 1 – PICKLEBALL COURT





Estimated cost $50,000

(4) courts @$12,500 per court

Attachment: M1 BeverlyHillsPoolOptionsPP (15090 : Discuss Potential Improvements to

OPTION 2 – FOUNTAIN



https://www.tripadvisor.co.nz/LocationPhotoDirectLink-g34323-i332787797-Inverness_Florida.html

Estimated cost $45,000

OPTION 3
REHAB POOL AND DEED BACK TO HOA



Estimated cost $70,000-$80,000

Attachment: M1 BeverlyHillsPoolOptionsPP (15090 : Discuss Potential Improvements to

OPTION 3 CONT.
REHAB POOL AND DEED BACK TO HOA



Attachment: M1 BeverlyHillsPoolOptionsPP (15090 : Discuss Potential Improvements to

OPTION 3 CONT.
REHAB POOL AND DEED BACK TO HOA



https://www.chronicleonline.com/news/local/commissioners-once-more-say-no-to-beverly-hills-pool-repairs/article_bc35d70e-6618-11e9-b37c-5fcee881dd96.html

M1

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: _____

Name: LEE LEVERING

Address: 8621 W DUFFER TER
CITRUS SPRINGS, FL

Telephone #: 352 465-4002

Item to be Addressed: PICKLEBALL CTS

Attachment: Public Speakers for Item M1 (15090 : Discuss

M1

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/21

Name: Mike Mirdle

Address: 578 Runyon Loop
Beverly Hills FL

Telephone #: 757 617 8280

Item to be Addressed: Beverly Hills Pickle Ball

Attachment: Public Speakers for Item M1 (15090 : Discuss

D, E1/ABC G3 A
F,
M1, 02
Q

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: July 13, 2021

Name: Janet A. Barek

Address: 7022 N. Santos Dr.
Citrus Springs, FL 34434

Telephone #: (616) 648-1242 (cell)

Item to be Addressed:

Attachment: Public Speakers for Item M1 (15090 : Discuss

D, Ellabc,

M1

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 7/13/2021

Name: Edwin Roberts

Address: 8919 N Creek Way
Citrus Springs FL 34434

Telephone #: 352-462-7054

Item to be Addressed: IS TAX payer money being used for these displays at the Library to support ~~LGBTQ~~ diplays — we do not need for to be children this kind of life style

Attachment: Public Speakers for Item M1 (15090 : Discuss

D

M1

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: July 13, 2021

Name: Margaret Mardis

Address: 8430 E Cresco Ln
Inverness FL 34450

Telephone #: 216-647-2071

Item to be Addressed: Boys wearing dresses in The Inverness Middle School and when my son spoke up for what he believes in That "boys should not be wearing dresses," He was bullied and had to go

Attachment: Public Speakers for Item M1 (15090 : Discuss

AGENDA MEMORANDUM

FROM:	Scott Carnahan, Commissioner
SUBJECT:	Annual Evaluation for County Attorney
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:
Discussion and vote on County Attorney Denise Lyn's annual review to include salary adjustment.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:
Discussion and vote on County Attorney Denise Lyn's annual review to include salary adjustment.

AGENDA MEMORANDUM

FROM:	Scott Carnahan, Commissioner
SUBJECT:	Eden Case Annexation
AGENDA DATE:	**July 13, 2021**

BRIEF OVERVIEW:

Discuss the legal fees related to the Eden Annexation Lawsuit.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Provide staff direction on whether or not to proceed.

D, E1/ABC G3 A
F, M1, O2
Q

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: July 13, 2021

Name: Janet A. Barek

Address: 7022 N. Santos Dr.
Citrus Springs, FL 34434

Telephone #: (616) 648-1242 (cell)

Item to be Addressed:

Attachment: Public Speakers for Item O2 (15089 : Eden

D, E1/ABC G3 A
F,
M1, O2
Q

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: July 13, 2021

Name: Janet A. Barek

Address: 7022 N. Santos Dr.
Citrus Springs, FL 34434

Telephone #: (616) 648-1242 (cell)

Item to be Addressed:

Communication: Public Speaker Forms for item Q (Open to

Proof of Publication

from the

CITRUS COUNTY CHRONICLE

Crystal River, Citrus County, Florida

PUBLISHED DAILY

STATE OF FLORIDA
COUNTY OF CITRUS

Before the undersigned authority personally appeared

Theresa Holland and/or Mary Ann Naczi and/or Tonya Knight and/or Jeanne Ethridge

Of the Citrus County Chronicle, a newspaper published daily at Crystal River, in Citrus County, Florida, that the attached copy of advertisement being a public notice in the matter of the Court,

3605-0706 TUCRN PUBLIC NOTICE NOTICE IS HEREBY GIVEN that the Citrus County Board of County Commissioners will meet in Regular Session on Tuesday, July 13, 2021, at 1:00 P.M., in the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Flori

was published in said newspaper in the issues of

July 6th, 2021,

Affiant further says that the Citrus County Chronicle is a Newspaper published at Crystal River in said Citrus County, Florida, and that the said newspaper has heretofore been continuously published in Citrus County, Marion County and Levy County, Florida, each week and has been entered as second class mail matter at the post office in Inverness in said Citrus County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Jeanne Ethridge

The foregoing instrument was acknowledged before me.

This 6th day of July 2021

By: Theresa Holland and/or Mary Ann Naczi and/or Tonya Knight and/or Jeanne Ethridge
who appeared by (X) means of physical presence or ( ) via online notarization.

Notary Public Maria A. Parks

MARIA A. PARKS
Commission # HH 099773
Expires April 20, 2025
Bonded Thru Budget Notary Services

3605-0706 TUCRN
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Citrus County Board of County Commissioners will meet in **Regular Session** on **Tuesday, July 13, 2021, at 1:00 P.M.**, in the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of conducting the regular business of Citrus County.

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service.

If you need a Spanish Translator please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370

Si necesita un traductor de español por favor haga arreglos con el Condado dentro de dos días de la notificación de la publicación 352-527-5370

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 the proceeding is made, which record includes testimony and evidence upon which the appeal is to be based. (Section 286.0101, Florida Statutes).

Published July 6, 2021

Order # 129768 2
$19.42 CK
JUL 12'21 11:35

Communication: Proof of Publication (Adjourn)