CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● OCTOBER 12, 2021

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

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

A. CALL TO ORDER

October 12, 2021 Citrus County Courthouse
The meeting was called to order at 1:00 PM

1. Invocation

First Vice Chairman Ronald E. Kitchen, Jr. led the invocation.

2. Pledge of Allegiance

Chairman Scott Carnahan introduced the following Veterans who led the Pledge of Allegiance: Jane Mundis, who served in the U.S. Navy and Kathy King, who served in the U.S. Army.

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	Remote	
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	

4. Approval of Agenda

Chairman Scott Carnahan requested the addition of item P1 and submitted additional information for items E10 and E12.

. Motion to approve the Agenda with the changes.

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

County Administrator Charles R. Oliver requested the Public Workshop on Collection scheduled for November 30, 2021 be changed to a Special Meeting, followed by First Vice Chairman Ronald E. Kitchen, Jr. comments.

Motion to approve the Consent Agenda.

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

Minutes

B.1. Board of County Commissioners - Special Meeting - Sep 9, 2021 1:00 PM

B.2. Board of County Commissioners - Tentative Budget Hearing - Sep 9, 2021 5:01 PM

B.3. Board of County Commissioners - Regular Meeting - Sep 14, 2021 1:00 PM

B.4. Board of County Commissioners - Emergency Meeting - Sep 22, 2021 5:15 PM

Administration

B.5. Application for Tax Deeds on Properties with Tax Certificates Held by County

Approve payment of $750.00 to Janice A. Warren, C.F.C., Citrus County Tax Collector for Property Information Reports also known as Ownership and Encumbrance Reports on three (3) tax deeds.

Attorneys Office

No items.

Clerk

No items.

Community Services

B.6. Dragon Boat Festival 2021

Approve and authorize the Chairman to execute the Hernando Beach Use Agreement between Citrus County, Florida and the Citrus County Education Foundation to close the public boat ramp and to utilize Hernando Beach for the Annual Dragon Boat Festival November 4 through November 7, 2021.

Fire Services

B.7. Donation of Surplus Property Asset #53755

Approve donation of the following items from the inventory of fire rescue to Fort Cooper Missionary Baptist Church of Inverness Florida Inc dba Inverness Christian Academy and the removal of same items from the county's capital asset listing. Asset #53755 - Zoll AED Plus Defibrillator

Human Resources

B.8. Ratify Signature of County Administrator on Insurance Renewal

Ratify the signature of the County Administrator on the Insurance Renewal for the New York Life Insurance agreement, the Amendment to Administrative Services Agreement through Florida Blue/HM Life and the Stop Loss Proposal with Blue Cross and Blue Shield Florida, Inc. d/b/a Florida Blue approved by the Board on the 9-28-21 meeting.

Management and Budget

No items.

Planning and Development

No items.

Public Works

B.9. 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.

B.10. Archangel Michael Greek Orthodox Church Fee Waiver Request

Approve waiver of tipping fees for debris generated at the Archangel Michael Greek Orthodox Church fund-raising 2021 Fall Festival Event to be held on October 15th, 16th, and 17th.

Systems Management

No items.

Visitors and Convention Bureau

No items.

Water Resources

B.11. 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: John & Barbara Pizzino, Donald Ray & Shannon Simmons, Leo J & Linnea L Bibeau, Jason Bibeau, Hudson Properties Inc., Lenora Combs, Thadd A Krick, John & Cinthia Livesay, Elmer & Hazel Hoopingarner, Arthur Green Jr., Delphine Lemon, John K & Ellina A Norris, and David Robert Long.

Set Public Hearings

B.12. PV-21-05 Brenda McKenzie for Diamond Self-Storage Property I, LLC - Set Public Hearing

a. Set a public hearing on November 9, 2021, at 1:30 p.m. to consider application PV-21-05, Brenda McKenzie for Diamond Self-Storage Property I, LLC.

b. If approved, authorize the Chairman to execute the resolution setting the public hearing for PV 21-05.

Resolution Number 2021-104

B.13. Set A Public Hearing - Boat Launch Ordinance

Set a Public Hearing on October 26, 2021, at 1:40 p.m., on revising Ordinance No. 2021-01 of Citrus County, Florida, revising the Administrative and Enforcement provisions of the County's Boat Launch Ordinance; providing for Severability; providing for inclusion into the code; providing for modifications that may arise from consideration at Public Hearing; providing for repeal of inconsistent provisions; and providing for an effective date.

B.14. Set Workshop

Approve and Set the following Workshops

October 26 - Workshop

9:00 a.m. Wastewater Treatment Feasibility Analysis (septic to sewer)

10:00 a.m. Discussion on Leasing BOCC buildings to Non-Profit

November 9 - Workshop

8:00 a.m. Waterfront Setbacks, conditional uses

9:00 a.m. Residential Road Resurfacing, Sales Tax, Methodology and Funding

November 30 - Workshop

9:00 a.m. Universal Collection

. **Followed by - B. Consent Agenda**

County Administrator Charles R. Oliver read the list of Public Workshops into the record, followed by Board discussion.

Consensus of the Board was to direct the County Administrator to add Stormwater and Variance Criteria to the Waterfront Setbacks Public Workshop to be held on November 9, 2021.

C. PROCLAMATIONS

Motion to approve items C1 through 4.

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

1. Proclamation Fire Prevention Week 2021

Approve and authorize the Board to execute a Proclamation declaring October 3 through 9, 2021 as “Fire Prevention Week” in Citrus County, Florida. “Learn the Sounds of Fire Safety™”.

2. Proclamation Business Appreciation Month

Approve and authorize the Board to recognize the month of October, 2021 as Business Appreciation Month in Citrus County, Florida

3. Proclamation Native Plant Month

Approve and authorize the Board to proclaim the month of October 2021 as Native Plant Month in Citrus County, Florida.

4. Proclamation Domestic Violence Awareness Month

Approve and authorize the Board to proclaim the month of October 2021 as Domestic Violence Awareness Month in Citrus County Florida.

. **Following item C. Proclamations**

Commissioner Holly Davis announced the two Town Hall meetings to be held on October 16, 2021 and October 23, 2021 at 9:00 A.M. until 1:00 P.M. to set the vision for the County and provided the website to sign up.

D. OPEN TO THE PUBLIC

There were no public comments.

E. REGULAR BUSINESS

1. Bids

Motion to approve items E1a through f.

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

a. RFQ 18-060 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 a Work Authorization for Jones, Edmunds & Associates, Inc. to prepare the Water Use Permit renewal documentation for the Charles A. Black (CAB) Water Supply System.

b. RFQ 18-055 Work Authorization; Continuing Service for Professional Engineering; G-A-I Consultants, Inc

Approve and Authorize the Chairman to execute the Work Authorization for G-A-I Consultants, Inc. to design corrective measures to clear obstacles in the airspace of Runway 01/19 at the Inverness Airport, pending approval of Budget Resolution.

c. RFQ 21-082 Inverness Airport Business Industrial Park Engineering Services for Design, Permitting, Bidding & Inspection Services; American Infrastructure Development, Inc. (AID Inc.)

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and American Infrastructure Development, Inc. to provide the professional engineering service to design the Inverness Airport Business Industrial Park.

d. ITB 21-099 Contract Mowing, Trimming, Edging and Clean-up along the Suncoast Parkway Trail from US98 to SR44; AB5 Enterprises

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and AB5 Enterprises to provide contract mowing along the Suncoast Parkway Trail from US98 to SR44, pending the Suncoast Parkway construction completion, and once accepted by the County the Contractor will receive a Purchase Order/Notice to Proceed to begin the project.

e. PB 21-133 Herbicide & Related Adjuvant, South Florida Water Management District (SFWMD) RFB No. 6000001242

a. Approve and Authorize the Chairman to execute the Agreement between Citrus County,

Florida and Winfield Solutions, LLC, as attached to this Agenda.

b. Approve and Authorize the Chairman to execute the Agreements between Citrus County, Florida and Helena Agri Enterprises, LLC, and between Citrus County, Florida and Nutrien AG Solutions, Inc. upon receipt by staff and approval of County Administrator and County Attorney.

c. Approve related Resolution

Resolution Number 2021-105

f. BW 19-002 Amendment No. 2; Transportation of Off-Site Soil Material for Landfill; SMG Inc.

Approve and Authorize the Chairman to execute Amendment No. 2 to the Agreement between Citrus County, Florida and Sean Gerrits, Inc, dba SMG, Inc to provide the Off-Site Soil Loading and Transport Services for Landfill Cover Material at no increase in cost.

E.2. Budget Transfers

Approve budget transfers for Visitors & Convention Bureau, Fire Hazardous Materials and Solid Waste 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

a. Adopt and authorize the Chairman to execute a resolution amending Pine Ridge Road Maintenance fund and the General Fund budgets for fiscal year 2020-21.

b. Adopt and authorize the Chairman to execute a resolution adopting Withlacoochee Regional Water Supply Authority, Inverness Airport Obstruction Clearing and Aquatics Plant Control grant budgets for fiscal year 2021-22.

Motion to approve item E3.

Motion was amended to include a and b.

Resolution Number 2021-106 and 2021-107

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.4. Workers Compensation Settlement - Claim #790097

Authorize the Chairman to execute the Separation Agreement and General Release between Citrus County, Florida and Jeffrey Reagan as full and final settlement of any and all claims against Citrus County, Florida, inclusive of the MSA and inclusive of the Final Order of Child Support and all attorney fees due and owing, per Florida Statutes Chapter 440, in the total amount of $375,000.

Motion to approve item E4.

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.5. City of Inverness Interlocal Agreement Concerning Extraterritorial Water and Wastewater Service

Approve and Authorize the Chairman to execute the Interlocal Agreement Concerning Extraterritorial Water And Wastewater Service between Citrus County and the City of Inverness and authorize the Clerk to record the Agreement in the Public Records of Citrus County, Florida.

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. DEO Inverness Airport grant agreement

Approve and authorize the Chairman to execute the agreement to begin work on the project, with work performed by American Infrastructure Development, Inc.

Motion to approve item E6.

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

E.7. Lease Agreement with Withlacoochee Regional Water Supply Authority

a. Discussion and consideration of a request from the Withlacoochee Regional Water Supply Authority (WRWSA), to lease approximately 290 square feet of office space at the Lecanto Government Building, located at 3600 W. Sovereign Path, Suite 228 and 229, Lecanto, FL.

b. Adopt and authorize the Chairman to execute a Resolution of the Board acknowledging the request from the Withlacoochee Regional Water Supply Authority (WRWSA) to lease property owned by the County.

c. Approve and authorize the Chairman to execute the Lease Agreement, in duplicate, at the rate of $2,047.68 per year for a period of five (5) calendar years, commencing on the 1st day of November 2021 and ending on the 31st day of October, 2026.

Motion to approve item E7a, b, and c.

Resolution Number 2021-108

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. GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322

Authorize Chairman to accept Continuation Certificate for Harco National Insurance Company Security Bond No. 0791322 extending the period to September 30th, 2022, and to be made a part of GFL Solid Waste Southeast LLC's, Waste Disposal Account Agreement dated October 13th, 2020.

Motion to approve item E8.

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

E.9. EHEAEP CARES Contract 2020-2021 Amendment #3

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

Motion to approve item E9.

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.10. United Way of Citrus County Amendment of Agreement

Authorize the Chairman to execute the amended Agreement between United Way of Citrus County and Citrus County, Florida.

Motion to approve item E10.

Prior to the vote, First Vice Chairman Ronald E. Kitchen, Jr. commented, followed by Board discussion.

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

E.11. Approve Addendum to Chamber Contract to Allow Chamber to Provide $30,000 for Child Care to the YMCA.

Approve and authorize the Chairman to execute the Contract Amendment with the Chamber.

Motion to approve item E11.

Prior to the vote, President and CEO of the Citrus County Chamber of Commerce Josh Wooten addressed the Board.

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.12. CORE addendum

Approve and authorize the Chairman to execute the addendum once the County Attorney's office has reviewed and updated per the Board discussion from the 9-14-21 BOCC meeting to extend the agreement for 6 months in addition to pay $30,000 balance to cover the remainder of the operations period.

Motion to approve item E12.

Prior to the vote, President and CEO of the Citrus County Chamber of Commerce Josh Wooten addressed the Board, followed by Board discussion.

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

. Continued - E12 CORE addendum

First Vice Chairman Ronald E. Kitchen, Jr. commented regarding additional information for item E12.

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.	12/8/2020	Agenda Item for an	Veronica Kampschroer/			

	RETREAT	RFP Marketing Firm to Assist County	Commissioner Davis			
3.	12/8/2020 RETREAT	Provide Implementation Plan for Ft Island Trail Multi-Purpose Path	Randall Olney	8/24/2021		Purchasing has Design/Build Scope for RFQ
4.	12/8/2020 RETREAT	Consider Half Cent Local Option Sales Tax	Randy Oliver Commissioners	11/9/2021		
5.	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)
6.	5/11/2021	Review Process and Cost for Rental Rates to Non-Profits	Colleen Scott/ Randy Oliver	10/26/2021		Workshop scheduled for 10/26/2021
7.	7/13/2021	File for increased water use permit and hold a Workshop on Irrigation options	Ken Cheek	2/2022		
8.	7/13/2021	Solid Waste Bids due 9/14/21	Randall Onley	9/14/2021		Bids Received Workshop Nov. 30,2021
9.		Amend LDC definition of Accessory	Mike Sherman	9/14/2021		
10.	8/24/2021	Update on Homosassa River Noise & Safety Issue	Denise Lyn	Ongoing		
11.	9/14/2021	Transfer $30,000 from Chamber contract to YMCA	Randy Oliver	10/12/2021		On this Agenda
12.	9/14/2021	Extend Core Contract 6 months	Randy Oliver	10/12/2021		On this Agenda
13.	9/14/2021	Pirates Cove Appraisals	Randy Oliver	10/15/2021		
14.	9/28/2021	Provide Reconciliation of Fire Cares Expenses	Colleen Scott	10/30/2021		

County Administrator Charles R. Oliver requested no changes.

Board discussion ensued regarding item 9.

. Continued - F. Outstanding Commission Items

County Attorney Denise A. Dymond Lyn provided an update on item nine for the amendment of the Land Development Code (LDC) definition in the Accessory Dwelling Ordinance, followed by Board discussion.

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

G.1. US98 Median Landscaping – SMW Oak Village

Board discussion regarding landscaping on US98.

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

Motion to A: Have the County Attorney Denise A. Dymond Lyn instruct the Oak Village Home Owners Association (HOA) that the County is going to give the Association the opportunity to fulfill their contractual obligation and if not then B: Direct Ms. Lyn into

litigation or establishing a Municipal Service Benefit Unit (MSBU), whatever is the best vehicle to resolve.

Board discussion ensued.

Motion was amended to summarize part A: Send a demand letter.

The following citizens addressed the Board: David Quinn, President of Oak Village Association; James Pirotta; Richard Anderson, Oak Village Association Board Secretary; and Melody Glassman.

The Board responded to comments from the public, followed by Board discussion.

Engineering Project Manager Walt Eastmond addressed the Board.

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

H.1. 2:00 Public Hearing on an Ordinance Pertaining to Criminal Background Checks

a. Conduct a Public Hearing to adopt an ordinance of Citrus County, Florida, a political subdivision of the State of Florida, adding Chapter 2, Article III, Section 2-67 entitled Criminal History Screening Requirements; providing for severability; providing for inclusion into the code; providing for modifications that may arise at public hearing; providing for repeal of inconsistent provisions; and providing an effective date.

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

County Attorney Denise A. Dymond Lyn read the proposed ordinance title into the record, provided the recommendation, and responded to questions from the Board.

There were no public comments.

Motion to approve and adopt the ordinance, and authorize the Chairman to execute.

Ordinance Number 2021-A29

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

No items.

J. COMMITTEE REPORTS FROM COMMISSIONERS

Commissioner Holly Davis shared information from the Citrus County Community Charitable Foundation (CCCCF) and Early Learning Coalition Board meetings.

First Vice Chairman Ronald E. Kitchen, Jr. announced the Tourist Development Council (TDC) meeting that will be held tomorrow, recognized the staff, and gave an overview of the Tampa Bay Regional Planning Council (TBRPC) meeting. County Attorney Denise A. Dymond Lyn responded to questions from Commissioner Kitchen, followed by Board discussion.

Chairman Scott Carnahan announced the Small County Coalition Board meeting that will be held tomorrow.

K. COMMISSIONER HOLLY L. DAVIS - DISTRICT 5

Commissioner Holly Davis provided an announcement regarding R.S.V.P. requirements for the zoom Town Hall meetings at citrusbocc.com/townhall.

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

No items.

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

No items.

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

First Vice Chairman Ronald E. Kitchen, Jr. discussed some Florida Trend publication articles.

O. CHAIRMAN SCOTT CARNAHAN - DISTRICT 4

No items.

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

P.1. Engagement Letter for Bankruptcy Matters Ratify Signature *- Item received after the agenda was published.*

Ratify County Attorney, Denise A. Dymond Lyn's signature on the Agreement with Blanchard Law, P.A. with the fees not to exceed $8,000 without further Board approval

County Attorney Denise A. Dymond Lyn provided an update on the Nature Coast Emergency Medical Services bankruptcy process and provided the recommendation, followed by Board discussion with Ms. Lyn.

Motion to ratify County Attorney, Denise A. Dymond Lyn's signature on the Agreement with Blanchard Law, P.A. with the fees not to exceed $8,000.

Prior to the vote, Board discussion continued with Ms. Lyn, the Board recognized staff, and Second Vice Chairman Ruthie Schlabach commented.

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

. **Continued - P1 Engagement Letter for Bankruptcy Matters Ratify Signature**

At the request of First Vice Chairman Ronald E. Kitchen, Jr., County Administrator Charles R. Oliver and County Attorney Denise A. Dymond Lyn provided clarification regarding Nature Coast Emergency Medical Services, followed by Board discussion.

Q. OPEN TO THE PUBLIC

Citizen Athena Philips addressed the Board.

Commissioners responded to comments from Ms. Philips.

R. UPCOMING MEETINGS

1. Regular Meeting: October 26, 2021 **at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
2. Regular Meeting: November 9, 2021 **at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
3. Regular Meeting: November 30, 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: **October 26, 2021, 9:00 AM**, Wastewater Treatment Feasibility Analysis **10:00 AM,** Discussion on Leasing BOCC buildings to Non-Profit Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. WORKSHOP: **November 9, 2021, 8:00 AM**, Waterfront Setbacks, conditional uses **9:00 AM**, Residential Road Resurfacing, Sales Tax, Methodology and Funding Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. WORKSHOP: **November 30, 2021, 9:00 AM**, Universal Collection, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

T. 5:01 P.M. PUBLIC HEARINGS

Clerk's Note: Second Vice Chairman Ruthie Schlabach did not return after recess for the 5:01 P.M. Public Hearings.

T.1. 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard, LLC

a. Conduct a public hearing on October 12, 2021, at 5:01 p.m. to review and discuss PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard, LLC

b. If approved, adopt and authorize the Chairman to execute the ordinance for PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard, LLC, and direct the Clerk to execute the ordinance.

County Attorney Denise A. Dymond Lyn polled the Board for ex parte communications for items T1 and T2 and read the proposed ordinance title for item T1 into the record.

Dr. Michael Wilburn provided the applicant presentation and responded to questions from the Board.

Land Development Planner Miranda Anaya provided the staff presentation.

There were no public comments.

Motion to approve, adopt and authorize the Chairman to execute the Ordinance for PUD-21-05 and direct the Clerk to execute the ordinance, including the 11 conditions.

Ordinance Number 2021-A30

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

T.2. 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.

a. Conduct a public hearing on October 12, 2021, at 5:05 p.m. to review and discuss CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.

b. If approved, adopt and authorize the Chairman to execute the ordinances for CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr., and direct the Clerk to execute the ordinances.

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

Dr. Michael Wilburn provided the applicant presentation and responded to questions from the Board.

Land Development Director Joanna Coutu provided the staff presentation and responded to questions from the Board, followed by Board discussion.

There were no public comments.

Discussion with Dr. Wilburn and Ms. Coutu continued.

Motion to approve Ordinances for CPA/AA/PUD-21-08 with the 16 conditions and authorize the Chairman to execute the ordinances.

Clerk's Note: Ex parte communications were polled for item T2 during item T1.

Ordinance Number 2021-A31 and 2021-A32

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

T.3. 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments (corrected ordinance)

a. Conduct a public hearing on October 12, 2021, at 5:10 p.m. to consider application CPA-21-05, Evaluation and Appraisal Report (EAR) Amendments (with corrected draft ordinance).

b. If approved, adopt, and authorize the Chairman and Clerk to execute corrected ordinance for CPA-21-05 Evaluation and Appraisal Report (EAR) Amendments.

Land Development Director Joanna Coutu provided the staff presentation.

There were no public comments.

Motion to adopt and authorize the Chairman and the Clerk to execute the Corrected Ordinance for CPA-21-05.

Corrected Ordinance Number 2021-A23

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

U. ADJOURN

The meeting was adjourned at 5:22 PM

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● SEPTEMBER 9, 2021

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

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

A. CALL TO ORDER

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

1. Invocation

First Vice Chairman Ronald E. Kitchen, Jr. led the invocation.

2. Pledge of Allegiance

3. Roll Call

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

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

B. SPECIAL MEETING

B.1. 1:00 p.m. Public Hearing Proposed Stormwater MSBU for Fiscal Year 2021-2022.

A. Conduct a public hearing to consider the creation of the 2021 Stormwater MSBU for the provision of stormwater management services, facilities, and programs within the unincorporated area of the County and consider the imposition of stormwater service assessments against certain real property in the unincorporated area of Citrus County established as the stormwater management area for the Fiscal Year 2021-2022.

B. Adopt and authorize the Chairman to execute a Resolution of the Board of County Commissioners of Citrus County, Florida, relating to the provision of stormwater management services; confirming the Initial Assessment Resolution; providing for hardship assistance; imposing stormwater service assessments against certain real property in the unincorporated area of Citrus County established as the stormwater management area; approving the assessment roll for stormwater service assessments; providing for collection of the stormwater service assessments; providing for severability; providing for conflicts; and providing an effective date.

County Administrator Charles R. Oliver provided the purpose of the public hearing.

Sandi Walker, Assistant Director with Government Services Group, Inc. provided the presentation and responded to questions from the Board.

The following individuals addressed the Board: Tim Reynard; Thomas Kucej; Robert Finkelsen; Billy Cayce; Mike Rausch; Melvin Payne; John Woods; Ron Sobol; Patrick Sullivan; Ken Murr; John Dallimore; Sabrina Watson; Zach Stivers; John Gattone; Phillip Hruska; Dennis Filger; Wayne Gherke; Randy Hudson; Ryan Turner; Joseph James; Paul LeVasseur; Rachelle Fagan; Angel Davila; Anthony Mozo; Donald Morr; Randy Silva; Alan Otis; Thomas Venable; Linda Willets; Jean Bonard; Janet Barek, for Citrus Springs Civic Association; Anne Brooks; Steve Barker; Martha Melissa Ray; John Griffin; Danuta Kubelik; Steve Bordeaux; Lynn Turck; Ellen Fondren; George Prescott; Chris Venable; Frank Papcin, representing Arrowhead Citizens Association; Rodney Miner; Bruce Jasper; Dixie Hollins, with Hollinswood Ranch; David Dane; and Rose Farley.

Commissioners responded to comments from the public.

Motion to adopt and authorize the Chairman to execute a Resolution of the Board of County Commissioners of Citrus County, Florida, relating to the provision of stormwater management services; confirming the Initial Assessment Resolution; providing for hardship assistance and VA exemption; imposing stormwater service assessments against certain real property in the unincorporated area of Citrus County established as the stormwater management area; approving the assessment roll for stormwater service assessments; providing for collection of the stormwater service assessments; providing for severability; providing for conflicts; and providing an effective date.

Engineer Director Brian Kauffman, County Attorney Denise A. Dymond Lyn, and Mr. Oliver responded to questions from Mr. Otis and the Board.

Resolution Number 2021-082

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

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

C. OPEN TO THE PUBLIC

D. UPCOMING MEETINGS

Regular Meeting: September 14, 2021 at 1:00 PM, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

E. ADJOURN

The meeting was adjourned at 3:48 PM

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

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● SEPTEMBER 9, 2021

Tentative Budget Hearing **Citrus County Courthouse** **5:01 PM**

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

A. CALL TO ORDER

September 09, 2021 Citrus County Courthouse
The meeting was called to order at 5:01 PM

1. ***Invocation***
2. ***Pledge of Allegiance***
3. ***Roll Call***

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

Minutes Acceptance: Minutes of Sep 9, 2021 5:01 PM (Minutes)

B. TENTATIVE BUDGET HEARING

First Vice Chairman Ronald E. Kitchen, Jr. requested documentation that there was zero members of the public in attendance except for Mike Wright from the Chronicle.

B.1. Discuss the purpose of the Public Hearing

Hearings are primarily for the purpose of explaining the budget, proposed tax levy, and any proposed amendments, as well as affording the general public the opportunity to participate in the budget process.

County Administrator Charles R. Oliver provided an overview of the purpose of the hearing.

B.2. Discuss Proposed Tentative Millage Rates for 2021-2022

The Board of County Commissioners proposed tentative aggregate millage rate of 7.7061 mills is 2.35% increase over the aggregate rolled-back rate of 7.5288 mills. The 2021-2022 proposed tentative millage produces $86,650,251in ad valorem tax revenue.

	FY 20/21 Millage	FY 21/22 Millage
General Fund	6.2176	6.1937
Transportation	0.5988	0.5972
Health Department	0.0651	0.0626
Total County-Wide	6.8815	6.8535
Special Districts		
Library Services	0.3217	0.3207
Fire Taxing District	0.0000	0.0000
Fire MSTU	0.5881	0.5881
Stormwater MSTU	0.0974	0.0000
Total Special Districts	1.0072	0.9088
Total Proposed Tentative Millage	7.8887	7.7623

County Administrator Charles R. Oliver read the proposed tentative aggregate millage rates into the record.

Minutes Acceptance: Minutes of Sep 9, 2021 5:01 PM (Minutes)

B.3. Discuss Proposed Tentative Budget for 2021-2022

a) The Proposed Tentative Budget is $358,691,048 a 10.7% increase from fiscal year 2020/2021 budget of $324,138,176.

b) Presentation of budget modifications amending the 2021/2022 budget incorporating adjustments proposed at the Budget Workshop (Exhibit A), other budget modifications (Exhibit B), and Cash Carry Forward Projects (Exhibit C).

County Administrator Charles R. Oliver discussed the proposed tentative budget.

B.4. Receive Public Comments Regarding FY 21/22 Budget

Take comments and questions from the general public concerning the proposed millage and the tentative budget.

There were no public comments.

B.5. Accept any motions to adjust the tentative millage and proposed budget

Recalculate the proposed millage rates and percent increase/decrease in millage over the rolled-back rate.

County Administrator Charles R. Oliver provided an overview of the proposed tentative millage and proposed budget.

B.6. Set the Tentative Millage Rates for 2021-2022

Request Board adopt and authorize the Chairman to execute a resolution adopting the Board of County Commissioners tentative millage rates for the County-Wide millage, Library Services, Fire Taxing District, Fire Rescue/EMS MSTU, and Stormwater MSTU for 2021-2022.

Motion to adopt the Tentative Millage Rates for 2021-2022.

County Administrator Charles R. Oliver read the following proposed tentative millage rates into the record:

	FY21/22 Millage
General Fund	*6.1937*
Transportation	*0.5972*
Health Department	*0.0626*
Total County-Wide	*6.8535*
Special Districts	
Library Services	*0.3207*
Fire Taxing District	*0.0000*
Fire MSTU	*0.5881*
Stormwater MSTU	*0.0000*
Total Special Districts	*0.9088*
Total Proposed Tentative Millage	*7.7623*

Proposed Tentative Aggregate Millage Rate of 7.7061 mills is 2.35% increase over the Aggregate Rolled-Back Rate of 7.5288 mills.

Minutes Acceptance: Minutes of Sep 9, 2021 5:01 PM (Minutes)

At the request of Commissioner Jeff Kinnard, D.C., Mr. Oliver confirmed the Total Proposed Tentative Millage Rate of 7.7623.

There were no public comments.

Resolution Number 2021-083

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

B.7. Set the Tentative Budget for 2021-2022

Request Board adopt and authorize the Chairman to execute the resolution adopting the 2021-2022 tentative budget for the County-Wide budget, Library Services, Fire Taxing District, Fire Rescue/EMS MSTU, and Stormwater MSTU.

Motion to approve and adopt and authorize the Chairman to execute the resolution to adopt the 2021-2022 Tentative Budget.

There were no public comments.

At the request of Commissioner Holly Davis, County Administrator Charles R. Oliver provided clarification regarding the current level of service.

Resolution Number 2021-084

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

B.8. Announce the date, time and location for the final budget hearing as follows:

DATE: September 28, 2021

TIME: 5:01 P.M.

LOCATION: County Commission Meeting Room

110 North Apopka Avenue

Inverness, FL

County Administrator Charles R. Oliver announced the date, time, and location of the final budget hearing.

C. UPCOMING MEETINGS

1. Regular Meeting: **September 28, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
2. Regular Meeting: **October 12, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

Minutes Acceptance: Minutes of Sep 9, 2021 5:01 PM (Minutes)

3. Regular Meeting: **October 26, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

D. UPCOMING WORKSHOPS/SPECIAL MEETINGS

1. Final Budget Hearing: September 28, 2021, 5:01 PM, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL. 34450

E. ADJOURN

The meeting was adjourned at 5:09 PM

Minutes Acceptance: Minutes of Sep 9, 2021 5:01 PM (Minutes)

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● SEPTEMBER 14, 2021

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

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

A. CALL TO ORDER

September 14, 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*

Commissioner Holly Davis introduced the following Veterans who led the Pledge of Allegiance: Cheryl Smith who served the U.S. Air Force and Bonnie Peterson who served the U. S. Army.

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	Remote	
Amy Charley	Deputy Clerk	Present	

Minutes Acceptance: Minutes of Sep 14, 2021 1:00 PM (Minutes)

4. *Approval of Agenda*

Chairman Scott Carnahan provided additional information for items B1, B12, E14, L1, and G3, requested to add a presentation to be made by Mark Fulkerson from Southwest Florida Water Management District (SWFWMD) to provide a report on the rainfall, and to bring up item L1 to the beginning of the meeting.

. **Motion to approve the Consent 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

. **Following item A4**

Dr. Mark Fulkerson, Chief Professional Engineer with Southwest Florida Water Management District (SWFWMD) provided a presentation regarding the rainfall in Citrus County and responded to questions from the Board.

County Administrator Charles R. Oliver provided an announcement that Citrus County will be opening two self serve sand bag sites at 11:00 at Citronelle Park and West Dunklin Street.

B. CONSENT

Motion to approve the Consent Agenda in its entirety.

County Administrator Charles R. Oliver announced that item B15 public hearing will be held on October 12, 2021.

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

Minutes

B.1. Board of County Commissioners - Regular Meeting - Aug 10, 2021 1:00 PM

B.2. Board of County Commissioners - Regular Meeting - Aug 24, 2021 1:00 PM

Administration

No items.

Attorneys Office

B.3. Attorney/Client Session - Scott Adams v. Citrus County, Florida

Minutes Acceptance: Minutes of Sep 14, 2021 1:00 PM (Minutes)

Approval to set an Attorney/Client Session on September 28, 2021 at 10:00 AM in the matter styled Scott Adams v. Citrus County, Florida (Case No: 5D21-1895).

Clerk

No items.

Community Services

No items.

Fire Services

No items.

Human Resources

No items.

Management and Budget

No items.

Planning and Development

B.4. PLT-21-09 Ralston Subdivision

a. Review and approve application PLT-21-09, Ralston Subdivision.

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

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 Mr. Keith Pullias (X40 Aviators LLC).

B.6. Acknowledgement of Airport Hangar Lease Agreement(s)

Staff requests that the Board of County Commissioners acknowledge the attached, executed Box-Hangar lease agreement(s) with Mr. Phillip Mattison (Matt's Cats LLC) and Mr. Mark Smith (Mark A. Smith Airplane Sales Inc).

B.7. Landfill Tipping Fee Waiver

Approve continuing the landfill tipping fee waivers for Fiscal Year 2021-2022 for the programs listed in the overview.

B.8. Termination of Waste Disposal Account Agreement for Stokes Flea Market

Minutes Acceptance: Minutes of Sep 14, 2021 1:00 PM (Minutes)

a. Approve Termination of the Waste Disposal Account Agreement between Citrus County and Wi-Co Market LLC dba Stokes Flea Market dated February 14, 2012.

b. Return security deposit in the amount of $350.00 to Wi-Co Market LLC dba Stokes Flea Market.

Systems Management

B.9. Public Records Report

Acknowledge receipt of the monthly Public Records Request report for May, June & July 2021

B.10. Records Disposition

Approve and authorize the Chairman to execute the following Records Dispositions for the disposal of public records that have met legal retention: BOCC-0403

Visitors and Convention Bureau

No items.

Water Resources

B.11. Release of Lien - W & WW Services

Approve and authorize the Chairman to execute Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by Anthony Bruno, Thomas Fox (2), Michael Floyd, Lisa Riggs(2), and Martha Ellis (2)

B.12. Partial Release of Lien for 2923 W. Sunkist Ln., Dunnellon, FL

Approve and authorize the Chairman to execute a Partial Release of Liens, releasing the property located at 2923 W. Sunkist Lane, Dunnellon, Florida, from the liens resulting from Tarpon IV, LLC's unabated code violation on a separate property.

B.13. 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: Bryan Brooks, Susan Lange, Sea Stalker Inc, and Lisa Riggs.

B.14. Request for Deletion of Assets

Approve deletion of the following items from the inventory of the Department of Water Resources, Utilities Division, and the removal of same items from the county's Capital Asset listing. Asset # - 53163-000 Ground Penetrating Radar - reported missing -police report filed Asset # - 13115A-000 New Holland Sweepster Broom - sold with tractor

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Set Public Hearings

B.15. Set a Public Hearing on an Ordinance Pertaining to Criminal Background Checks

Set a Public Hearing on September 14, 2021, at 2:00 PM to adopt an ordinance of Citrus County, Florida, a political subdivision of the State of Florida, adding Chapter 2, Article III, Section 2-67 entitled Criminal History Screening Requirements; providing for severability; providing for inclusion into the code; providing for modifications that may arise at public hearing; providing for repeal of inconsistent provisions; and providing an effective date.

B.16. PV-21-01 Hulbert Construction for Sandra J. Fleming - Set Public Hearing

a. Set a public hearing on September 28, 2021, at 1:30 p.m. to consider application PV-21-01, Hulbert Construction for Sandra J. Fleming.

b. If approved, authorize the Chairman to execute the resolution setting the public hearing for PV 21-01.

Resolution Number 2021-085

B.17. PV-21-03 McKenzie Permitting for Grow-Land LLC - Set Public Hearing

a. Set a public hearing on September 28, 2021, at 1:35 p.m. to consider application PV-21-03, McKenzie Permitting for Grow-Land, LLC.

b. If approved, authorize the Chairman to execute the resolution setting the public hearing in PV 21-03.

Resolution Number 2021-086

C. PROCLAMATIONS

Motion to approve items C1 through C7.

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

1. 2021 National Senior Center Month

Approve and authorize the Board to execute a proclamation declaring the month of September 2021 as “National Senior Center Month” in Citrus County, Florida.

2. Proclamation Constitution Week

Approve and authorize the Chairman to proclaim September 17 - 23, 2021 as Constitution Week in Citrus County, Florida.

3. Proclamation Mitochondrial Disease Awareness Week

Approve and authorize the Board to proclaim Mitochondrial Disease Awareness Week on

Minutes Acceptance: Minutes of Sep 14, 2021 1:00 PM (Minutes)

September 19th - 25th 2021, in Citrus County, Florida.

4. Proclamation Childhood Cancer Awareness month

Approve and authorize the Board to proclaim the month of September 2021, as Childhood Cancer Awareness month in Citrus County, Florida.

5. Proclamation National Crime and Intelligence Analyst Appreciation Day

Approve and authorize the board to proclaim "National Crime and Intelligence Analyst Appreciation Day" in Citrus County, FL.

6. Proclamation Crime Stoppers Awareness Month

Approve and authorize the Board to proclaim Crime Stoppers Awareness month for September 2021 in Citrus County FL.

7. Proclamation Save Our Waters Week

Approve and authorize the Board to proclaim “Save our Waters Week” in Citrus County Florida.

D. OPEN TO THE PUBLIC

The following individuals addressed the Board on various issues: Rick Ranize; Frank Papcin, representing Arrowhead Citizens Association; Janice Hampton; Janet Barek, representing Citrus Springs Civic Association; and John Labriola.

Commissioners responded to comments from the public.

E. REGULAR BUSINESS

1. Bids

Motion to approve items E1a through m.

Chairman Scott Carnahan requested to pull item E1l for a separate discussion.

Motion amended to pull item E1l for a separate discussion.

Citizen Janet Barek commented on item E1i.

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

a. RFQ 18-055 Amendment No. 1; Continuing Contract for Professional Engineering Services

Approve and authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and American Infrastructure Development, Inc. (AID); Amendment No.1 to the Agreement between Citrus County, Florida and Cardno, Inc.; Amendment No.1 to the Agreement between Citrus County, Florida and Causseauz, Hewitt, & Wadpole, Inc. dba CHW; Amendment No.1 to the Agreement between Citrus

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County, Florida and DRMP, Inc.; Amendment No.1 to the Agreement between Citrus County, Florida and G-A-I Consultants, Inc.; Amendment No.1 to the Agreement between Citrus County, Florida and Hanson Professional Services, Inc.; Amendment No.1 to the Agreement between Citrus County, Florida and Kimley-Horn and Associates, Inc.; Amendment No.1 to the Agreement between Citrus County, Florida and Michael G. Czerwinski, PA; Amendment No.1 to the Agreement between Citrus County, Florida and Pegasus Services Industries, LLC; Amendment No.1 to the Agreement between Citrus County, Florida and Professional Service Industries, Inc. (PSI); and Amendment No.1 to the Agreement between Citrus County, Florida and Tierra, Inc., to extend each of the Agreements to January 31, 2022.

b. RFQ 18-055 Work Authorization; Continuing Contract for Professional Engineering Services; Kimley-Horn Associates, Inc.

Approve and authorize the Chairman to execute the Work Authorization for Kimley-Horn Associates, Inc. to provide engineering design, permitting, bidding and post design for the repair of three Ozello bridges.

c. RFQ 18-055 Work Authorization; Continuing Contract for Professional Engineering Services; Kimley-Horn Associates, Inc.

Approve and authorize the Chairman to execute the Work Authorization for Kimley-Horn Associates, Inc. to provide engineering design, permitting, bidding and post design for the repair of the Museum Point Bridge.

d. RFQ 19-065 Work Authorization; Solid Waste Management Continuing Contract for Professional Services; Jones Edmunds & Associates, Inc.

Approve and Authorize the Chairman to execute a Work Authorization for Jones, Edmunds & Associates, Inc. to assist County with the permits and compliance monitoring of the ground water and landfill gas at the County's Central Landfill.

e. RFQ 18-060 Amendment No. 1; Continuing Contract for Water, Wastewater and Reclaimed Utility Systems Professional Engineering

Approve and authorize the Chairman to execute the Amendment No 1 to the Agreements between Citrus County, Florida and Burrell Engineering, Inc., between Citrus County, Florida and Stroud Engineering Consultants, Inc., between Citrus County, Florida and TDT Engineering, Inc. dba Thomas Engineering, between Citrus County, Florida and Wright-Pierce, Inc., between Citrus County, Florida and McKim & Creed, Inc. and between Citrus County, Florida and Jones Edmunds & Associates, Inc. extending the Agreements to expire January 31, 2022.

f. ITB 21-091 Harbor Lights Plant Interconnect Project; Hartman Civil Construction Company, Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Hartman Civil Construction Company, Inc. to provide the construction of the Harbor Lights Plant Interconnect Project.

g. ITB 20-036 Amendment No. 4; Forest View & Stonebrook Mobile Home Parks Waste Water Systems Modification; Constantine Constructors, LLC

Approve and Authorize the Chairman to execute Amendment No. 4 to the Agreement between Citrus County, Florida and Constantine Constructors, LLC. to modify the completion date until October 30, 2021.

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h. ITB 20-044 Amendment No. 2; Montezuma Waters Septic to Sewer Modifications; Constantine Constructors, LLC

Approve and Authorize the Chairman to execute the Amendment No. 2 to the Agreement between Citrus County, Florida and Constantine Constructors, Inc. to extend the completion date to November 20, 2021.

i. ITB 21-001 Small County Outreach Program (SCOP) for County Road 491 from W. Grover Cleveland Blvd. to W. Ocala Street; Ranger Construction Industries, Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Ranger Construction Industries, Inc. to provide the SCOP resurfacing project for County Road 491 from W. Grover Cleveland Blvd. to W. Ocala Street.

j. ITB 19-080 Amendment No. 1; Pest Control Services; Nature Safe Solutions LLC

Approve and Authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and Nature Safe Solutions, LLC to amend the Agreement to extend the Agreement to November 18, 2022.

k. PB 21-088 Volusia County ITB 20-B-15LL; Laboratory Analytics and Sampling; Pace Analytical Services, Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Pace Analytical Services, Inc. to provide water wastewater lab sampling services.

l. PB 21-123 HGAC RA05-18 Radio Communications Emergency Response Equipment & Mobile Interoperability Equipments; Motorola Solutions, Inc. *- This item was pulled during the meeting.*

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Motorola Solutions, Inc. to provide a CAD system to the County.

Chairman Scott Carnahan provided a recommendation.

. Motion to table item E1l until the next meeting.

Citizen Rob Richardson with Motorola commented.

m. AGR 21-122 A cloud-based online Survey Software; Survey Monkey, Inc. dba as Momentive

Approve and Authorize the Chairman to execute the Order Form between Citrus County, Florida and Momentive, Inc. to provide an annual subscription to Survey Monkey.

. Following item E1 Bids

At the request of First Vice Chairman Ronald E. Kitchen, Jr., County Administrator Charles R. Oliver provided clarification regarding item E1m.

E.2. Budget Transfers

Approve budget transfers for the State Attorney, Human Resources, Growth Management, Housing (4), Building, Extension Services, Administrative Services, Building Technologies, Senior Companion Program, Library Services, Transit (2), Public Works, Animal Services, Utilities (2) and Fire (2) for fiscal year 2020-21.

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Motion to approve item E2.

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

E.3. Budget Resolution

Adopt and authorize the Chairman to execute a resolution adopting/ amending American Rescue Plan Act, Inverness Airport Coronavirus Response Program, Crystal River Airport Coronavirus Response Program, Retired Senior Volunteer Program, Emergency Home Energy Assistance for the Elderly, Transportation Section 5311 CARES Act, Transportation Section 5307 CARES Act and Harbor Lights Project grant budgets for fiscal year 2020-21.

Motion to approve item E3.

Resolution Number 2021-087

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. Citrus County Fair Resolution & Grant Application

Adopt and authorize the Chairman to execute a Resolution in support of the Citrus County Fair Associations grant application in the amount of $500,000 from the Florida Department of Agriculture and Consumer Services. There is no cash match required of the County.

Motion to approve item E4.

Resolution Number 2021-089

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.5. Section 8 Housing Choice Voucher 2022 Payment Standard Increase

Approve and Authorize the increase of the Section 8 Housing Choice Voucher Program Payment Standard by 10%.

Motion to approve item E5.

Citizen Janet Barek commented.

County Administrator Charles R. Oliver responded to comments from Ms. Barek.

Minutes Acceptance: Minutes of Sep 14, 2021 1:00 PM (Minutes)

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

E.6. Proposed Development Agreement - Gischorn/RaceTrac

Board authorize staff to pursue negotiations with Brian Potts, on behalf of Gischorn, LLC, to amend an existing Development Agreement (DA-17-01).

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. Invoice Cloud Electronic Utility Payment Services

Approve and authorize the Chairman to execute Change Order for PO#82119 to increase the PO by $8,000.00 for electronic payment option services available to Citrus County Utility customers.

Motion to approve item E7.

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

E.8. Opioid Litigation Settlement Resolution

Approve and authorize the Chairman to execute a resolution authorizing the County to participate in the unified plan for proposed allocation and use of prospective settlement dollars from opioid related litigation.

Motion to approve item E8.

Resolution Number 2021-088

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.9. Homosassa Special Water District - Stonebrook Lift Station

Approve and authorize the Chairman to execute Agreement by and between the Citrus County, Florida and Homosassa Special Water District for commercial water service to include water connection, meter installation and monthly services for new lift station connection to service Stonebrook MHP.

Motion to approve items E9.

Minutes Acceptance: Minutes of Sep 14, 2021 1:00 PM (Minutes)

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

E.10. Water Resources – Citrus HMA LLC proposed Temporary Construction Easement and Utility and Access Eas

a. Approve and authorize the Chairman to accept a Temporary Construction Easement from Citrus HMA LLC, a Florida Limited Liability Company.

b. Authorize Clerk to place acceptance stamp on the Temporary Construction Easement and record in the Public Records of Citrus County, Florida.

c. Approve and authorize the Chairman to accept the donation of a subsequent Utility and Access Easement from Citrus HMA LLC, a Florida Limited Liability company after completion of construction.

d. Authorize Clerk to place acceptance stamp on the Utility and Access Easement upon receipt and record in the Public Records of Citrus County, Florida.

Motion to approve items E10a, b, c, and d.

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. Citrus County Septic Connection Incentive Program Grant; LPF0902 Amendment 1

Approve and authorize the Chairman to execute the amendment to agreement LPF0902 between Citrus County, Florida and FDEP.

County Administrator Charles R. Oliver provided additional information.

Motion to approve items E11.

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.12. Nomi Health, Inc. MOU & Land Use Agreement with Citrus County for COVID-19 Testing Services

Approve and authorize the Chairman to execute the Memorandum of Understanding and Land Use Agreement for Nomi Health, Inc. and Citrus County, Florida The term of this agreement shall begin on September 15, 2021 and shall continue for one year unless earlier

Minutes Acceptance: Minutes of Sep 14, 2021 1:00 PM (Minutes)

terminated by the parties.

County Administrator Charles R. Oliver provided additional information.

Motion to approve items E12.

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.13. FY 2022 Residential Resurfacing Program

a. Board approval of the FY 2022 Residential Resurfacing Roadway in the amount of $3,000,000 or $4,000,000.

b. Board approval of the FY 2022 MSBU roadway list.

At the request of First Vice Chairman Ronald E. Kitchen, Jr., Public Works Director Randall Olney provided clarification.

Board discussion ensued with the County Administrator Charles R. Oliver.

Motion to approve the 4 million dollar list and also approve the requested streets from the Citrus Springs MSBU.

Janet Barek, representing Citrus Springs Civic Association commented.

Commissioners responded to comments from Ms. Barek.

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

E.14. Increase staff in Building Division

Approve two (2) new positions (Permit Specialist and Non-Residential Coordinator) in the Building Division Staff.

Motion to approve items E14.

Janet Barek, representing Citrus Springs Civic Association commented.

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

Minutes Acceptance: Minutes of Sep 14, 2021 1:00 PM (Minutes)

1.	12/12/2017 RETREAT	Resolve Landfill Issues	Larry Brock/GMA	Ongoing		
2.	12/8/2020 RETREAT	Agenda Item for an RFP Marketing Firm to Assist County	Veronica Kampschroer/ Commissioner Davis			
3.	12/8/2020 RETREAT	Provide Implementation Plan for Ft Island Trail Multi-Purpose Path	Randall Olney	8/24/2021		Purchasing has Design/Build Scope for RFQ
4.	12/8/2020 RETREAT	Consider Half Cent Local Option Sales Tax	Randy Oliver Commissioners	10/12/2021		
5.	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)
6.	5/11/2021	Review Process and Cost for Rental Rates to Non-Profits	Colleen Scott/ Randy Oliver	10/26/2021		Scheduling Workshop for 10/26/2021
7.	7/13/2021	Establish a Building Fund for Constitution Officers funded from Excess Fees from them	Colleen Scott	7/27/2021	COMPLETED	
8.	7/13/2021	File for increased water use permit and hold a Workshop on Irrigation options	Ken Cheek	2/2022		
9.	7/13/2021	Solid Waste Bids due 9/14/21	Randall Onley	9/14/2021		
10.		Amend LDC definition of Accessory	Mike Sherman	9/14/2021		
11.	8/24/2021	Update on Homosassa River Noise & Safety Issue	Denise Lyn	Ongoing		

Chairman Scott Carnahan requested the deletion of item 7.

County Administrator Charles R. Oliver confirmed the completion of item 7 and provided a recommendation to add Florida Department of Transportation (FDOT) updates onto the website, amend the Chamber of Commerce contract for $30,000 to the YMCA, and extend the CORE contract for an additional 6 months to the Outstanding Commission Items list.

Commissioners requested the addition of .flashing lights at private schools policy and the appraisal on the Pirates Cove property.

. Motion to approve item F 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

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

G.1. Legislative Priorities List 2021-2022

Board discussion, modify as appropriate and adoption of the 2021-2022 Legislative Policy Statement.

Minutes Acceptance: Minutes of Sep 14, 2021 1:00 PM (Minutes)

County Administrator Charles R. Oliver provided an overview and Gene McGee presented the recommendation, followed by Board discussion.

Motion to approve the presented Legislative Priorities List for 2021-2022 with the recommendations that were heard and have been given to the Lobbyist.

Prior to the vote, Mr. Oliver commented and Mr. McGee responded.

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

G.2. Approve Modified Criteria for Careers Source Job Credit Program

Approved Changes to Program with Career Source as Outlined.

County Administrator Charles R. Oliver presented the recommendation.

Motion to approve item G2.

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

G.3. Nature Coast EMS Additional Subsidy Request

Request direction from the Board of County Commissioners.

Scott Baxter, CEO of Nature Coast Emergency Management Services (EMS) and Mary Hedges, President of Nature Coast EMS Board of Directors provided the presentation and responded to questions from the Board, followed by Board discussion with County Administrator Charles R. Oliver, Director of Management and Budget Colleen Scott, Mr. Baxter, and Ms. Hedges.

Motion to determine what we need to give Nature Coast EMS funds to get them to October 1, 2021 to meet their goals from the CARES Act funding, then we make the move to bring Nature Coast EMS under the county as of October 1, 2021, funding to be determined.

Board discussion ensued with Mr. Oliver and Ms. Lyn.

The following individuals addressed the Board: Carrie Felice, from The Hogan Law Firm; Mary Hedges, President of the Nature Coast EMS Board of Directors; Rick Marteka; Taylor Lartigue; Ciera Rodriguez; Janet Barek; Thomas Ratchford, President of the Citrus County Professional Firefighters IAFF Union; Andrew Williams, former owner of Medfleet Ambulance; Dustin Green; Frank Papcin, President of Arrowhead Citizens Association; Anthony Seguin; Bill Hunter; Chase Howard; Rick Ranize; Debbie Tessmer; and Josh Wooten, President/CEO of Citrus County Chamber of Commerce.

Board discussion continued with Citrus County Fire Chief Craig Stevens.

Minutes Acceptance: Minutes of Sep 14, 2021 1:00 PM (Minutes)

RESULT:	**ADOPTED [3 TO 2]**
MOVER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Davis
NAYS:	Schlabach, Kinnard D.C.

. **Following item G3**

At the request of Commissioner Jeff Kinnard, D.C., County Administrator Charles R. Oliver provided clarification regarding the funding of the new Emergency Management Services (EMS) under the county, followed by Board discussion with Mr. Oliver and County Attorney Denise A. Dymond Lyn.

H. PRESENTATIONS/PUBLIC HEARINGS

H.1. 1:30 PM Presentation - Citrus County Chamber update CARES Act funds

Presentation by Josh Wooten, CARES Act funding report and request from the YMCA for additional funding.

Presenters include:

CORE Business Center: Dawn Faherty, CORE Executive Director

Furlough Rehire Grant: Don Taylor, CARES Advisory Committee member

Shop Local Campaign: Jade White, PR & Communications Coordinator for the Chamber

Ardath Prendergast, Vice President of Operations and Business Retention & Expansion, Don Taylor, Associate Member of EDACC, and Jade White, Public Relations & Communications Coordinator with Citrus County Chamber of Commerce provided the Citrus One-Stop Recovery & Economic (Core) Business Center, Furlough Rehire Grant, and Shop Citrus First Local Campaign presentations.

H.2. 2:15 PM Public Hearing on a Medicaid Assessment Program Ordinance

a. Conduct a Public Hearing on an Ordinance of the Board of County Commissioners of Citrus County, Florida, amending Chapter 86, Special Assessments, of the Citrus County Code of Ordinances, by creating Article VI, the Citrus County Local Provider Participation Fund Non-Ad Valorem Special Assessment, under the authority of Florida Constitution, Article VIII, Section 1(f), and Section 125.01, Florida Statutes, to help offset designated hospitals' Medicaid shortfall; providing findings; providing for the imposition of annual non-ad valorem special assessments on real property interests of designated private hospitals to be deposited into the fund; specifying the method of setting and computing the non-ad valorem special assessments; and specifying authorized uses for the fund proceeds; providing for severability, conflicts and area encompassed; and providing an effective date and inclusion in the code of ordinances.

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

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

County Administrator Charles R. Oliver commented, followed by Board discussion with Ms. Lyn and Mr. Oliver.

The following individuals addressed the Board: Jamie Whitney, with Adelanto Healthcare Ventures; Linda Stockton, CEO at Bayfront Health Seven Rivers; Zach Riggins, CFO at Citrus Memorial Hospital;. Jan Gory, Tampa, counsel to Adelanto; Janet Barek; and Josh Wooten, President/CEO of Citrus County Chamber of Commerce; and Jennifer Siem, representative of Bayfront Health Seven Rivers.

Ms. Lyn addressed the Board regarding comments from the public, followed by Board discussion.

Motion to approve and adopt the ordinance and authorize the Chairman to execute the ordinance.

Prior to the vote, Board discussion continued.

Ordinance Number 2021-A22

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

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

No items.

J. COMMITTEE REPORTS FROM COMMISSIONERS

First Vice Chairman Ronald E. Kitchen, Jr. shared information from the Tourist Development Council (TDC) meeting.

Commissioner Holly Davis announced that she had a meeting with the Citrus County Community Charitable Foundation (CCCCF), requested Board support to serve on the Community and Urban Affairs for Florida Association of Counties (FAC) and National Association of Counties (NACo) committees, and announced the two committee meetings next week.

Consensus of the Board was given to support Commissioner Davis to serve on those two committees.

K. COMMISSIONER HOLLY L. DAVIS - DISTRICT 5

No items.

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

L.1. Internet Cafes

Minutes Acceptance: Minutes of Sep 14, 2021 1:00 PM (Minutes)

Discussion and vote to direct the County Attorney to prepare an ordinance making the establishment and use of simulated gambling within the unincorporated areas of Citrus County unlawful.

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

Motion to direct the County Attorney to draft an ordinance prohibiting these internet cafes.

Citrus County Sheriff's Lieutenant Craig Callahan addressed the Board.

Citizen Joey Budnick commented.

Citrus County Sheriff's Captain of Criminal Investigations Division (CID) Brian Spiddle and Lieutenant Callahan addressed the Board regarding comments from the public.

Commissioners responded to comments from the public.

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

L.2. Discussion and vote on developing a list of transportation priorities to be submitted to the Hernando/Citrus Metropolitan Planning Organization (MPO)

Discussion and vote on developing a list of transportation priorities to be submitted to the Hernando/Citrus Metropolitan Planning Organization (MPO)

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

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

No items.

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

First Vice Chairman Ronald E. Kitchen, Jr. recognized staff for connecting the path down Oak Park Drive.

O. CHAIRMAN SCOTT CARNAHAN - DISTRICT 4

O.1. Discussion of Water Front Set Backs

Not action required Direction Only

Chairman Scott Carnahan presented the recommendation, followed by Board discussion with County Administrator Charles R. Oliver.

County Attorney Denise A. Dymond Lyn provided information regarding the Planning and Development Commission (PDC) Board.

Motion to place on Commissioner Carnahan's agenda at the next meeting to discuss waterfront set backs and vote to move forward with changes to the Land Development Code (LDC).

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The following individuals commented: Clark Stillwell; Brenda McKenzie, with McKenzie Permitting and Consulting; and Frank Papcin.

Clerk's Note: Second Vice Chairman Ruthie Schlabach stepped away during this item so her vote was not recorded.

RESULT:	**ADOPTED [4 TO 0]**
MOVER:	Scott Carnahan, Chair, District 4
SECONDER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
AYES:	Carnahan, Kitchen Jr., Kinnard D.C., Davis
AWAY:	Schlabach

. Following item O1

First Vice Chairman Ronald E. Kitchen, Jr. responded to the comments from the public for item O1.

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

No items.

Q. OPEN TO THE PUBLIC

Janet Barek, representing Citrus Springs Civic Association commented.

Commissioners responded to comments from Ms. Barek.

R. UPCOMING MEETINGS

1. Regular Meeting: **September 28, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Regular Meeting: **October 12, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Regular Meeting: **October 26, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

No items.

T. 5:01 P.M. PUBLIC HEARINGS

First Vice Chairman Ronald E. Kitchen, Jr. commented regarding the Nature Coast Emergency Medical Services (EMS) vote.

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

a. Conduct a public hearing on September 14, 2021, at 5:01 p.m. to consider application CPA-21-05, Evaluation and Appraisal Report (EAR) Amendments.

b. If approved, adopt, and authorize the Chairman and Clerk to execute ordinance for CPA-21-

Minutes Acceptance: Minutes of Sep 14, 2021 1:00 PM (Minutes)

05 Evaluation and Appraisal Report (EAR) Amendments.

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

Land Development Director Joanna Coutu provided the staff presentation.

There were no public comments.

Motion to approve and adopt to authorize the Chairman to execute ordinance for CPA-21-05.

Ordinance Number 2021-A23

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

T.2. 5:05 PM AA-21-02 Hope Smith

a. Conduct a public hearing on September 14, 2021, at 5:05 pm to review and consider AA-21-02, Hope Smith.

b. If approved, adopt, and authorize the Chairman and Clerk to execute the ordinance for AA-21-02, Hope Smith.

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

Land Development Principal Planner Joe Hochadel provided the staff presentation.

There were no public comments.

Motion to approve and adopt to authorize the Chairman to execute the ordinance for AA-21-02.

Ordinance Number 2021-A24

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

T.3. 5:10 PM CPA/AA/PUD-21-09 Robert and Janet Hilger

a. Conduct a public hearing on September 14, 2021, at 5:10 pm to review and consider CPA/AA/PUD-21-09, Robert and Janet Hilger.

Minutes Acceptance: Minutes of Sep 14, 2021 1:00 PM (Minutes)

b. If approved, adopt, and authorize the Chairman and Clerk to execute the ordinances for CPA/AA/PUD-21-09, Robert and Janet Hilger.

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

Juan Guerra, President and Paul Wildman, Project Manager with Guerra Development Corporation provided the applicant presentation and responded to questions from the Board.

Land Development Principal Planner Joe Hochadel provided the staff presentation and responded to questions from the Board.

There were no public comments.

Motion to adopt and authorize the Chairman and Clerk to execute the ordinance for CPA/AA/PUD-21-09, T3a and b.

Ordinance Number 2021-A25 and 2021-A26.

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

T.4. 5:15 PM OA-21-04 Land Development Division – Multiple Sections Amendments to Land Development Code

a. Conduct a public hearing on September 14, 2021, at 5:15 pm to review and consider OA-21-04, Land Development Division - Multiple Sections - Amendments to Land Development Code.

b. If approved, adopt, and authorize the Chairman and Clerk to execute the ordinance for OA-21-04, Land Development Division - Multiple Sections- Amendment to Land Development Code.

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

Growth Management Director Michael Sherman provided the staff presentation.

There were no public comments.

Motion to adopt and authorize the Chairman to execute the ordinance for OA-21-04, Land Development Division.

Ordinance Number 2021-A27

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

U. ADJOURN

Minutes Acceptance: Minutes of Sep 14, 2021 1:00 PM (Minutes)

The meeting was adjourned at 6:53 PM

Minutes Acceptance: Minutes of Sep 14, 2021 1:00 PM (Minutes)

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● SEPTEMBER 22, 2021

Emergency Meeting | **Citrus County Courthouse** | **5:15 PM**

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

A. CALL TO ORDER

September 22, 2021 Citrus County Courthouse
The meeting was called to order at 5:15 PM

1. ***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	Remote	
Jeff Kinnard D.C.	Commissioner District 1	Present	
Holly L. Davis	Commissioner, District 5	Remote	
Denise A. Dymond Lyn	County Attorney	Present	
Charles R. Oliver	County Administrator	Present	
Amy Charley	Deputy Clerk	Present	

Minutes Acceptance: Minutes of Sep 22, 2021 5:15 PM (Minutes)

B. EMERGENCY MEETING: DETERMINE THE ADVISABILITY OF CONTINUING THE DECLARATION OF GENERAL EMERGENCY

B.1. Emergency Meeting - Declaration of General Emergency

The Board of County Commissioners will hold an Emergency Meeting on September 22, 2021 at 5:15 pm to determine the advisability of continuing the Declaration of General Emergency relating to emergency medical transportation executed on September 17, 2021.

County Administrator Charles R. Oliver and Fire Chief Craig Stevens provided an update, followed by Board discussion with Mr. Oliver and Mr. Stevens.

County Attorney Denise A. Dymond Lyn provided an explanation regarding the Declaration of General Emergency, followed by Board discussion with Mr. Oliver.

Motion to continue the Declaration of General Emergency relating to emergency medical transportation executed on September 17, 2021 and authorize the Chairman to sign it.

Jennifer Rey, General Counsel for Nature Coast Emergency Medical Services commented.

Ms. Lyn responded to comments from Ms. Rey, followed by Board discussion with Mr. Oliver and Ms. Rey.

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

C. OPEN TO THE PUBLIC

The following citizens addressed the Board of various issues: Scott Baxter, CEO of Nature Coast Emergency Medical Services; and Mary Hedges, Chairman of the Nature Coast EMS Board of Directors.

Public Works Director Randall Olney, Fire Chief Craig Stevens, and Commissioners responded to comments from the public.

D. UPCOMING MEETING

1. Regular Meeting: **September 28, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

E. ADJOURN

The meeting was adjourned at 5:49 PM

Minutes Acceptance: Minutes of Sep 22, 2021 5:15 PM (Minutes)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Application for Tax Deeds on Properties with Tax Certificates Held by County
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

Under Section 197.502(3), Florida Statutes, tax certificates not purchased by private individuals or entities are issued to the County in which the property is located and held by the Tax Collector. After two years, the County is required to apply for tax deeds on the certificates held on those properties with assessed values of $5,000.00 or more per the Property Appraiser's most recent assessment roll. In making application for a tax deed, the County is not required to deposit any funds to cover the redemption of other outstanding certificates for the subject properties nor pay any back taxes on these applications.

The Tax Collector has advised that there are three (3) properties with an assessed value of $5,000.00 or greater for prior year certificates and the tax year 2018, as shown on the attached Tax Collector's list. The Tax Collector's office waives their application fee; however, the County must pay $250.00 for each Property Information Report also known as Ownership and Encumbrance Report.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
2101-56100	Land	$15,000.00	$0	0	$15,000.00

*prior to award

RECOMMENDED ACTION:

Approve payment of $750.00 to Janice A. Warren, C.F.C., Citrus County Tax Collector for Property Information Reports also known as Ownership and Encumbrance Reports on three (3) tax deeds.

Integrity • Innovation
Janice A. Warren, C.F.C.
Citrus County Tax Collector

August 11, 2021

Citrus County Board of County Commissioners
Attn: Colleen Scott, CPA, CGFO, CPM
Management & Budget Director
3600 W. Sovereign Path, Suite 266
Lecanto, FL 34461
colleen.scott@citrusbocc.com

RE: Certificates eligible for tax deed application

Dear Ms. Scott:

We are enclosing a list of outstanding county held certificates that are two years old and older, showing values of $5,000.00 or greater in assessed value for the 2020 tax year per Florida Statutes 197.502(3) and 197.502(5)(a).

We are also providing you with a list of the certificates with an assessed value less than $5,000.00, for your reference.

To file a tax deed application for the properties with values of $5,000.00 or greater on the attached list, please submit $750.00 to our office.

If we may be of further assistance, please contact our office.

Sincerely,

Alicia Downing
Tax Department Manager

cc: **Citrus County Land Section**
3600 W. Sovereign Path, Suite 205
Lecanto, FL 34461
susan.boelk@citrusbocc.com
Tonya.Turner@citrusbocc.com

Attachment: 1b Supporting Documents (18366 : Application for Tax Deeds on Properties with Tax Certificates Held by County)

2018 Certificates - County Held Greater than $5000 in Assessed Value.xlsx

Roll Yr	Account Number	Situs Address	Assessed Value	Exemption	Custom Flags	Standard Flags
2020	1022711	7431 W DUNNELLON RD DUNNELLON 34433	6,720.00	-- None --	-- None --	-- None --
2020	1688124	2608 HWY 44 W INVERNESS 34453	166,640.00	-- None --	-- None --	-- None --
2020	1697671	4824 E DOESKIN LOOP INVERNESS 34452	7,230.00	-- None --	-- None --	-- None --

Attachment: 1b Supporting Documents (18366 : Application for Tax Deeds on Properties with Tax

Roll Yr	Account Number	Situs Address	Assessed Value	Exemption	Custom Flags	Standard Flags
2020	1014492	14067 OYSTER BAYOU HOMOSASSA 34448	720.00	-- None --	-- None --	-- None --
2020	1023017	10366 N DUNEDIN RD DUNNELLON 34433	1,810.00	-- None --	-- None --	-- None --
2020	1023301	7493 W RAINBOW ST DUNNELLON 34433	1,810.00	-- None --	-- None --	-- None --
2020	1023335	7543 W RAINBOW ST DUNNELLON 34433	1,810.00	-- None --	-- None --	-- None --
2020	1024633	10031 N BOOTY TER DUNNELLON 34433	1,810.00	-- None --	-- None --	-- None --
2020	1024838	7292 W BROADWAY ST DUNNELLON 34433	1,810.00	-- None --	-- None --	-- None --
2020	1025826	7300 W CONTENTMENT LN DUNNELLON 34433	1,810.00	-- None --	-- None --	-- None --
2020	1028736	9045 N CITRUS AVE CRYSTAL RIVER 34428	799.00	-- None --	-- None --	-- None --
2020	1029040	8136 W KENNEDY LN CRYSTAL RIVER 34428	2,000.00	-- None --	-- None --	-- None --
2020	1029449	8174 W DEMAIO LN CRYSTAL RIVER 34428	2,000.00	-- None --	-- None --	-- None --
2020	1029562	8189 W CARLOS LN CRYSTAL RIVER 34428	2,000.00	-- None --	-- None --	-- None --
2020	1029783	8111 W KENNEDY LN CRYSTAL RIVER 34428	2,000.00	-- None --	-- None --	-- None --
2020	1035554	8463 N HATFIELD TER CRYSTAL RIVER 34428	2,166.00	-- None --	-- None --	-- None --
2020	1036801	8791 N IRA MARTIN AVE CRYSTAL RIVER 34428	2,166.00	-- None --	-- None --	-- None --
2020	1037018	9616 W POMEGRANATE ST CRYSTAL RIVER 34428	2,166.00	-- None --	-- None --	-- None --
2020	1037522	9847 W MUSSEL LN CRYSTAL RIVER 34428	2,166.00	-- None --	-- None --	-- None --
2020	1037824	8856 N PARSNIP TER CRYSTAL RIVER 34428	2,166.00	-- None --	-- None --	-- None --
2020	1038090	9645 W POMELO LN CRYSTAL RIVER 34428	2,166.00	-- None --	-- None --	-- None --
2020	1041856	8123 W ELAINE ST CRYSTAL RIVER 34428	2,239.00	-- None --	-- None --	-- None --
2020	1041937	8218 W ELAINE ST CRYSTAL RIVER 34428	2,239.00	-- None --	-- None --	-- None --
2020	1042364	8248 W LAWTON LN CRYSTAL RIVER 34428	2,239.00	-- None --	-- None --	-- None --
2020	1042739	8440 W GAYLE LN CRYSTAL RIVER 34428	2,239.00	-- None --	-- None --	-- None --
2020	1042950	8306 W CATRINA LN CRYSTAL RIVER 34428	2,239.00	-- None --	-- None --	-- None --
2020	1045819	7813 W LAURA ST DUNNELLON 34433	2,000.00	-- None --	-- None --	-- None --
2020	1051916	0 W AMBER RIDGE CT CRYSTAL RIVER 34428	1,960.00	-- None --	-- None --	-- None --
2020	1055393	7848 W MANOR LN CRYSTAL RIVER 34428	2,050.00	-- None --	-- None --	-- None --
2020	1071003	334 NE 13TH TER CRYSTAL RIVER 34428	3,000.00	-- None --	-- None --	-- None --
2020	1072531	1407 NE 4TH AVE CRYSTAL RIVER 34428	1,740.00	-- None --	-- None --	-- None --
2020	1072883	NE 5TH ST CRYSTAL RIVER 34429	1,870.00	-- None --	-- None --	-- None --
2020	1078024	SE 9TH CT CRYSTAL RIVER 34429	4,490.00	-- None --	-- None --	-- None --
2020	1082048	2831 N DASHER PT CRYSTAL RIVER 34428	2,540.00	-- None --	-- None --	-- None --
2020	1085756	2559 N REYNOLDS AVE CRYSTAL RIVER 34428	2,050.00	-- None --	-- None --	-- None --
2020	1102529	814 N BUNKER HILL PT CRYSTAL RIVER 34429	990.00	-- None --	-- None --	-- None --
2020	1109876	6344 W GOLDENLEAF LN CRYSTAL RIVER 34429	3,510.00	-- None --	-- None --	-- None --
2020	1117330	8181 W HIGHLAND ST HOMOSASSA 34448	3,500.00	-- None --	-- None --	-- None --
2020	1123046	8762 W FAUST LN HOMOSASSA 34448	2,060.00	-- None --	-- None --	-- None --
2020	1123062	8756 W FAUST LN HOMOSASSA 34448	1,150.00	-- None --	-- None --	-- None --
2020	1123089	8718 W FAUST LN HOMOSASSA 34448	410.00	-- None --	-- None --	-- None --
2020	1123101	8696 W FAUST LN HOMOSASSA 34448	410.00	-- None --	-- None --	-- None --
2020	1123127	8755 W ELKHORN DR HOMOSASSA 34448	2,470.00	-- None --	-- None --	-- None --

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2020	1123909	3660 S OHIO AVE HOMOSASSA 34448	2,600.00	-- None --	-- None --	-- None --
2020	1123933	3685 S PITTSBURGH AVE HOMOSASSA 34448	1,300.00	-- None --	-- None --	-- None --
2020	1124069	8421 W ELKHORN DR HOMOSASSA 34448	1,300.00	-- None --	-- None --	-- None --
2020	1124077	8438 W ELKHORN DR HOMOSASSA 34448	1,950.00	-- None --	-- None --	-- None --
2020	1124409	3594 S EASTPARK WAY HOMOSASSA 34448	1,300.00	-- None --	-- None --	-- None --
2020	1126118	3853 S MERRYFIELD AVE HOMOSASSA 34448	1,300.00	-- None --	-- None --	-- None --
2020	1126436	7964 W ALTHEA LN HOMOSASSA 34448	3,250.00	-- None --	-- None --	-- None --
2020	1126487	7937 W SOLAR PL HOMOSASSA 34448	2,600.00	-- None --	-- None --	-- None --
2020	1128455	7999 W MISTFLOWER PL HOMOSASSA 34448	1,300.00	-- None --	-- None --	-- None --
2020	1129141	7674 W STUART LN HOMOSASSA 34448	2,270.00	-- None --	-- None --	-- None --
2020	1129516	7747 W FERN PL HOMOSASSA 34448	2,040.00	-- None --	-- None --	-- None --
2020	1130271	2951 S EUCLID TER HOMOSASSA 34448	650.00	-- None --	-- None --	-- None --
2020	1130336	7342 W VILLATERRACE DR HOMOSASSA 34448	430.00	-- None --	-- None --	-- None --
2020	1131103	3199 S KINGS AVE HOMOSASSA 34448	3,300.00	-- None --	-- None --	-- None --
2020	1131111	3193 S KINGS AVE HOMOSASSA 34448	3,300.00	-- None --	-- None --	-- None --
2020	1131120	3183 S KINGS AVE HOMOSASSA 34448	3,300.00	-- None --	-- None --	-- None --
2020	1131324	3600 S ARUNDEL TER HOMOSASSA 34448	3,300.00	-- None --	-- None --	-- None --
2020	1133351	6857 W VAN BUREN DR HOMOSASSA 34448	3,300.00	-- None --	-- None --	-- None --
2020	1135516	6510 W BEAUMONT LN HOMOSASSA 34448	3,300.00	-- None --	-- None --	-- None --
2020	1135524	6510 W BEAUMONT LN HOMOSASSA 34448	3,300.00	-- None --	-- None --	-- None --
2020	1148294	10678 W CALADONIA ST HOMOSASSA 34448	2,001.00	-- None --	-- None --	-- None --
2020	1148626	10653 W DUNN ST HOMOSASSA 34448	1,000.00	-- None --	-- None --	-- None --
2020	1149339	10568 W MISTY ROSE ST HOMOSASSA 34448	3,460.00	-- None --	-- None --	-- None --
2020	1150469	10388 W DUNN ST HOMOSASSA 34448	3,460.00	-- None --	-- None --	-- None --
2020	1150817	10388 W LARCHWOOD ST HOMOSASSA 34448	3,460.00	-- None --	-- None --	-- None --
2020	1150833	10430 W LARCHWOOD ST HOMOSASSA 34448	3,460.00	-- None --	-- None --	-- None --
2020	1152011	10197 W PALMETTO ST HOMOSASSA 34448	3,840.00	-- None --	-- None --	-- None --
2020	1152178	10075 W PENNSYLVANIA ST HOMOSASSA 34448	2,800.00	-- None --	-- None --	-- None --
2020	1153611	5226 S KETTLE TER HOMOSASSA 34448	780.00	-- None --	-- None --	-- None --
2020	1153638	8920 W AURORA LN HOMOSASSA 34448	780.00	-- None --	-- None --	-- None --
2020	1153654	8923 W CAMDEN ST HOMOSASSA 34448	520.00	-- None --	-- None --	-- None --
2020	1153689	5285 S MEADOWPARK AVE HOMOSASSA 34448	380.00	-- None --	-- None --	-- None --
2020	1153727	5338 S NOTRE DAME AVE HOMOSASSA 34448	1,040.00	-- None --	-- None --	-- None --
2020	1153808	8850 W CAMDEN ST HOMOSASSA 34448	520.00	-- None --	-- None --	-- None --
2020	1153816	5287 S NOONTIDE AVE HOMOSASSA 34448	520.00	-- None --	-- None --	-- None --
2020	1153859	5351 S NOONTIDE AVE HOMOSASSA 34448	380.00	-- None --	-- None --	-- None --
2020	1154022	5283 S MONTEREY WAY HOMOSASSA 34448	260.00	-- None --	-- None --	-- None --
2020	1154499	8508 W DAVEE PL HOMOSASSA 34448	260.00	-- None --	-- None --	-- None --
2020	1154561	8420 W GLOUCESTER AVE HOMOSASSA 34448	260.00	-- None --	-- None --	-- None --
2020	1157374	S SUNCOAST BLVD HOMOSASSA 34446	920.00	-- None --	-- None --	-- None --
2020	1190231	11379 S LILY PAD PT HOMOSASSA 34448	3,580.00	-- None --	-- None --	-- None --

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2020	1197937	3087 W GRAPEVINE CT DUNNELLON 34433	2,550.00	-- None --	-- None --	-- None --
2020	1198151	2838 W GRAPEVINE CT DUNNELLON 34433	2,550.00	-- None --	-- None --	-- None --
2020	1201969	11472 N LONI TER DUNNELLON 34434	142.00	-- None --	-- None --	-- None --
2020	1205557	5393 W BLADE LN DUNNELLON 34433	3,000.00	-- None --	-- None --	-- None --
2020	1205751	5404 W BLADE LN DUNNELLON 34433	3,000.00	-- None --	-- None --	-- None --
2020	1215137	9742 N DELTONA BLVD CITRUS SPRINGS 34434	2,210.00	-- None --	-- None --	-- None --
2020	1222800	8988 N TRAVIS DR CITRUS SPRINGS 34434	2,981.00	-- None --	-- None --	-- None --
2020	1226872	9412 N DEL RIO WAY CITRUS SPRINGS 34434	2,800.00	-- None --	-- None --	-- None --
2020	1230675	9206 N CLUBHOUSE BLVD CITRUS SPRINGS 34434	745.00	-- None --	-- None --	-- None --
2020	1234018	2557 W APRIL LN CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1234026	2573 W APRIL LN CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1234034	2585 W APRIL LN CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1234069	2627 W APRIL LN CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1234077	2645 W APRIL LN CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1234085	2657 W APRIL LN CITRUS SPRINGS 34434	2,431.00	-- None --	-- None --	-- None --
2020	1234174	9881 N HADLEY TER CITRUS SPRINGS 34434	650.00	-- None --	-- None --	-- None --
2020	1234182	9861 N HADLEY TER CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1234191	9845 N HADLEY TER CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1234280	9825 N GALIUM TER CITRUS SPRINGS 34434	630.00	-- None --	-- None --	-- None --
2020	1234298	9824 N HADLEY TER CITRUS SPRINGS 34434	630.00	-- None --	-- None --	-- None --
2020	1234301	9844 N HADLEY TER CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1234328	9880 N HADLEY TER CITRUS SPRINGS 34434	630.00	-- None --	-- None --	-- None --
2020	1234344	9860 N GALIUM TER CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1234352	9844 N GALIUM TER CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1234409	9750 N GALIUM TER CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1234450	9791 N GALIUM TER CITRUS SPRINGS 34434	640.00	-- None --	-- None --	-- None --
2020	1234468	9775 N GALIUM TER CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1234476	9765 N GALIUM TER CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1234484	9751 N GALIUM TER CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1234492	9735 N GALIUM TER CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1234506	9725 N GALIUM TER CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1234514	9711 N GALIUM TER CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1235618	2630 W MENORES DR CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1235626	2616 W MENORES DR CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1235634	2604 W MENORES DR CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1235642	2588 W MENORES DR CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1235651	2576 W MENORES DR CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1235669	2560 W MENORES DR CITRUS SPRINGS 34434	630.00	-- None --	-- None --	-- None --
2020	1235677	2561 W ERIC DR CITRUS SPRINGS 34434	640.00	-- None --	-- None --	-- None --
2020	1235685	2575 W ERIC DR CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1235693	2589 W ERIC DR CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --

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2020	1235707	2605 W ERIC DR CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1235715	2615 W ERIC DR CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1235723	2629 W ERIC DR CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1235731	2645 W ERIC DR CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236053	2450 W ALTON ST CITRUS SPRINGS 34434	610.00	-- None --	-- None --	-- None --
2020	1236061	2436 W ALTON ST CITRUS SPRINGS 34434	610.00	-- None --	-- None --	-- None --
2020	1236070	2420 W ALTON ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236088	2410 W ALTON ST CITRUS SPRINGS 34434	2,431.00	-- None --	-- None --	-- None --
2020	1236240	2514 W BOUNTY ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236258	2500 W BOUNTY ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236266	2484 W BOUNTY ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236274	2470 W BOUNTY ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236282	2456 W BOUNTY ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236291	2440 W BOUNTY ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236304	2430 W BOUNTY ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236312	2420 W BOUNTY ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236321	2410 W BOUNTY ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236363	2405 W ALTON ST CITRUS SPRINGS 34434	2,431.00	-- None --	-- None --	-- None --
2020	1236371	2419 W ALTON ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236380	2441 W ALTON ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236398	2451 W ALTON ST CITRUS SPRINGS 34434	620.00	-- None --	-- None --	-- None --
2020	1236401	2463 W ALTON ST CITRUS SPRINGS 34434	620.00	-- None --	-- None --	-- None --
2020	1236410	2485 W ALTON ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236428	2495 W ALTON ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236436	2511 W ALTON ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236444	2525 W ALTON ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236550	2409 W BOUNTY ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236568	2421 W BOUNTY ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236576	2439 W BOUNTY ST CITRUS SPRINGS 34434	600.00	-- None --	-- None --	-- None --
2020	1236584	2455 W BOUNTY ST CITRUS SPRINGS 34434	610.00	-- None --	-- None --	-- None --
2020	1236592	2571 W BOUNTY ST CITRUS SPRINGS 34434	600.00	-- None --	-- None --	-- None --
2020	1236606	2485 W BOUNTY ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236614	2501 W BOUNTY ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1236622	2575 W BOUNTY ST CITRUS SPRINGS 34434	570.00	-- None --	-- None --	-- None --
2020	1253713	2909 W RUTLAND DR CITRUS SPRINGS 34433	3,270.00	-- None --	-- None --	-- None --
2020	1258448	3341 W WILHELM ST CITRUS SPRINGS 34433	2,750.00	-- None --	-- None --	-- None --
2020	1259517	9919 N SANTEE TER CITRUS SPRINGS 34433	2,981.00	-- None --	-- None --	-- None --
2020	1259894	3725 W WILHELM ST CITRUS SPRINGS 34433	2,750.00	-- None --	-- None --	-- None --
2020	1259941	3653 W WILHELM ST CITRUS SPRINGS 34433	2,750.00	-- None --	-- None --	-- None --
2020	1260591	3863 W GALLEON ST CITRUS SPRINGS 34433	2,981.00	-- None --	-- None --	-- None --
2020	1265002	3355 W MARIE DR CITRUS SPRINGS 34433	3,060.00	-- None --	-- None --	-- None --

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2020	1266203	3847 W CROSS DR CITRUS SPRINGS 34433	3,060.00	-- None --	-- None --	-- None --
2020	1266220	3879 W CROSS DR CITRUS SPRINGS 34433	3,700.00	-- None --	-- None --	-- None --
2020	1266271	3939 W CROSS DR CITRUS SPRINGS 34433	3,060.00	-- None --	-- None --	-- None --
2020	1266424	3926 W CALVARY ST CITRUS SPRINGS 34433	2,981.00	-- None --	-- None --	-- None --
2020	1266947	9343 N FAIRY LILLY DR CITRUS SPRINGS 34433	2,981.00	-- None --	-- None --	-- None --
2020	1267251	9388 N PARADISEA DR CITRUS SPRINGS 34433	2,981.00	-- None --	-- None --	-- None --
2020	1268532	9351 N SAMOA WAY CITRUS SPRINGS 34433	2,981.00	-- None --	-- None --	-- None --
2020	1268788	9361 N CHERRY LAKE DR CITRUS SPRINGS 34433	2,981.00	-- None --	-- None --	-- None --
2020	1269458	9105 N HAWKWEED DR CITRUS SPRINGS 34433	3,270.00	-- None --	-- None --	-- None --
2020	1270103	9190 N CLUBHOUSE BLVD CITRUS SPRINGS 34434	430.00	-- None --	-- None --	-- None --
2020	1270162	8258 N POCONO DR CITRUS SPRINGS 34434	430.00	-- None --	-- None --	-- None --
2020	1272394	667 W MACROY PL CITRUS SPRINGS 34434	2,880.00	-- None --	-- None --	-- None --
2020	1276128	8868 N CORTLANDT DR CITRUS SPRINGS 34434	2,590.00	-- None --	-- None --	-- None --
2020	1276713	961 W GENEVA PL CITRUS SPRINGS 34434	2,880.00	-- None --	-- None --	-- None --
2020	1278651	8525 N HIVE WAY CITRUS SPRINGS 34434	3,030.00	-- None --	-- None --	-- None --
2020	1294827	9272 N SHERMAN DR CITRUS SPRINGS 34434	430.00	-- None --	-- None --	-- None --
2020	1294835	9465 N AQUARUS DR CITRUS SPRINGS 34434	430.00	-- None --	-- None --	-- None --
2020	1295165	8330 N VINCE DR CITRUS SPRINGS 34434	2,529.00	-- None --	-- None --	-- None --
2020	1298172	8512 N MERRIMAC WAY CITRUS SPRINGS 34434	2,808.00	-- None --	-- None --	-- None --
2020	1299136	171 E FALCON ST CITRUS SPRINGS 34434	2,320.00	-- None --	-- None --	-- None --
2020	1300223	145 E ANTON DR CITRUS SPRINGS 34434	2,320.00	-- None --	-- None --	-- None --
2020	1300231	167 E ANTON DR CITRUS SPRINGS 34434	2,320.00	-- None --	-- None --	-- None --
2020	1302641	9156 N DAWN WAY CITRUS SPRINGS 34434	2,320.00	-- None --	-- None --	-- None --
2020	1302773	9135 N ANTON WAY CITRUS SPRINGS 34434	2,320.00	-- None --	-- None --	-- None --
2020	1302862	9042 N PETTIT WAY CITRUS SPRINGS 34434	2,440.00	-- None --	-- None --	-- None --
2020	1303141	9159 N ANTON WAY CITRUS SPRINGS 34434	2,540.00	-- None --	-- None --	-- None --
2020	1304423	9311 N SHERMAN DR CITRUS SPRINGS 34434	2,320.00	-- None --	-- None --	-- None --
2020	1310458	878 W KIMBLE PL CITRUS SPRINGS 34434	2,670.00	-- None --	-- None --	-- None --
2020	1312027	3074 W CAMILO DR CITRUS SPRINGS 34433	430.00	-- None --	-- None --	-- None --
2020	1316383	3990 W TROPIC LN CITRUS SPRINGS 34433	3,070.00	-- None --	-- None --	-- None --
2020	1317461	8839 N CITRUS SPRINGS BLVD CITRUS SPRINGS 34433	2,800.00	-- None --	-- None --	-- None --
2020	1318009	8858 N VIENNA DR CITRUS SPRINGS 34433	2,800.00	-- None --	-- None --	-- None --
2020	1322120	3141 W BARBERTON PL CITRUS SPRINGS 34433	2,800.00	-- None --	-- None --	-- None --
2020	1327164	1928 W LANDMARK DR CITRUS SPRINGS 34434	3,212.00	-- None --	-- None --	-- None --
2020	1331668	8031 N TINY LILY DR CITRUS SPRINGS 34434	3,212.00	-- None --	-- None --	-- None --
2020	1332001	8113 N PRIMROSE DR CITRUS SPRINGS 34434	3,212.00	-- None --	-- None --	-- None --
2020	1332168	7957 N PRIMROSE DR CITRUS SPRINGS 34434	3,212.00	-- None --	-- None --	-- None --
2020	1332346	1381 W KENMORE DR CITRUS SPRINGS 34434	3,212.00	-- None --	-- None --	-- None --
2020	1333261	7662 N PARIS DR CITRUS SPRINGS 34434	3,212.00	-- None --	-- None --	-- None --
2020	1334110	2580 W FAIRTREE LN CITRUS SPRINGS 34434	3,163.00	-- None --	-- None --	-- None --
2020	1334284	2500 W WAVECREST DR CITRUS SPRINGS 34434	3,608.00	-- None --	-- None --	-- None --

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2020	1334829	7164 N GALT PT CITRUS SPRINGS 34434	3,355.00	-- None --	-- None --	-- None --
2020	1335868	2184 W CITRUS SPRINGS BLVD CITRUS SPRINGS 34434	3,168.00	-- None --	-- None --	-- None --
2020	1337127	7168 N FARMINGTON TER CITRUS SPRINGS 34434	3,212.00	-- None --	-- None --	-- None --
2020	1338522	2299 W WAVECREST DR CITRUS SPRINGS 34434	3,163.00	-- None --	-- None --	-- None --
2020	1339677	7168 N DEBORAH TER CITRUS SPRINGS 34434	3,163.00	-- None --	-- None --	-- None --
2020	1339685	7182 N DEBORAH TER CITRUS SPRINGS 34434	3,163.00	-- None --	-- None --	-- None --
2020	1342937	1335 W CARY DR CITRUS SPRINGS 34434	3,212.00	-- None --	-- None --	-- None --
2020	1342961	1381 W CARY DR CITRUS SPRINGS 34434	3,212.00	-- None --	-- None --	-- None --
2020	1343909	3390 W ELDRIDGE DR CITRUS SPRINGS 34433	2,600.00	-- None --	-- None --	-- None --
2020	1346053	7164 N WAYCROSS WAY CITRUS SPRINGS 34433	2,600.00	-- None --	-- None --	-- None --
2020	1346797	7050 N MALTESE DR CITRUS SPRINGS 34433	2,600.00	-- None --	-- None --	-- None --
2020	1347378	7274 N VERONICA DR CITRUS SPRINGS 34433	2,600.00	-- None --	-- None --	-- None --
2020	1347653	7382 N VERONICA DR CITRUS SPRINGS 34433	2,600.00	-- None --	-- None --	-- None --
2020	1348820	7532 N GIMS WAY CITRUS SPRINGS 34433	2,670.00	-- None --	-- None --	-- None --
2020	1349311	8176 N VOYAGER DR CITRUS SPRINGS 34433	2,470.00	-- None --	-- None --	-- None --
2020	1349320	8178 N VOYAGER DR CITRUS SPRINGS 34433	2,600.00	-- None --	-- None --	-- None --
2020	1349451	7625 W NORMANDY PL CITRUS SPRINGS 34433	2,600.00	-- None --	-- None --	-- None --
2020	1351901	7441 N LIME DR CITRUS SPRINGS 34433	2,650.00	-- None --	-- None --	-- None --
2020	1352924	7115 N RIPLEY DR CITRUS SPRINGS 34433	2,600.00	-- None --	-- None --	-- None --
2020	1356920	8680 N PARADISEA DR CITRUS SPRINGS 34433	2,400.00	-- None --	-- None --	-- None --
2020	1358914	8492 N FEATHER AVE CITRUS SPRINGS 34433	3,750.00	-- None --	-- None --	-- None --
2020	1361478	8002 N MALTESE DR CITRUS SPRINGS 34433	2,860.00	-- None --	-- None --	-- None --
2020	1361486	7986 N MALTESE DR CITRUS SPRINGS 34433	2,860.00	-- None --	-- None --	-- None --
2020	1361583	8031 N MALTESE DR CITRUS SPRINGS 34433	2,860.00	-- None --	-- None --	-- None --
2020	1361613	7981 N MALTESE DR CITRUS SPRINGS 34433	2,860.00	-- None --	-- None --	-- None --
2020	1361974	3365 W USHER DR CITRUS SPRINGS 34433	2,981.00	-- None --	-- None --	-- None --
2020	1362032	7965 N SUSAN AVE CITRUS SPRINGS 34433	2,981.00	-- None --	-- None --	-- None --
2020	1363918	7939 N KEYSTONE DR CITRUS SPRINGS 34433	2,981.00	-- None --	-- None --	-- None --
2020	1365872	7958 N VOYAGER DR CITRUS SPRINGS 34433	2,937.00	-- None --	-- None --	-- None --
2020	1376475	1252 W CARY DR CITRUS SPRINGS 34434	3,163.00	-- None --	-- None --	-- None --
2020	1377986	832 W CITRUS SPRINGS BLVD CITRUS SPRINGS 34434	3,160.00	-- None --	-- None --	-- None --
2020	1381380	742 W GLENHAVEN DR CITRUS SPRINGS 34434	2,880.00	-- None --	-- None --	-- None --
2020	1381550	436 W GLENHAVEN DR CITRUS SPRINGS 34434	2,880.00	-- None --	-- None --	-- None --
2020	1382131	7062 N FOXDALE DR CITRUS SPRINGS 34434	3,163.00	-- None --	-- None --	-- None --
2020	1383978	7081 N FOXDALE DR CITRUS SPRINGS 34434	3,160.00	-- None --	-- None --	-- None --
2020	1384125	7709 N SARAZEN DR CITRUS SPRINGS 34434	400.00	-- None --	-- None --	-- None --
2020	1389551	7475 N FISHER TER CITRUS SPRINGS 34434	2,130.00	-- None --	-- None --	-- None --
2020	1389577	7451 N FISHER TER CITRUS SPRINGS 34434	2,240.00	-- None --	-- None --	-- None --
2020	1389623	7484 N IRON PT CITRUS SPRINGS 34434	2,080.00	-- None --	-- None --	-- None --
2020	1389631	7496 N IRON PT CITRUS SPRINGS 34434	2,080.00	-- None --	-- None --	-- None --
2020	1389950	7656 N FISHER TER CITRUS SPRINGS 34434	2,080.00	-- None --	-- None --	-- None --

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2020	1389968	7678 N FISHER TER CITRUS SPRINGS 34434	2,080.00	-- None --	-- None --	-- None --
2020	1390303	7808 N ADDISON RD CITRUS SPRINGS 34434	2,080.00	-- None --	-- None --	-- None --
2020	1390770	7799 N BAILEY TER CITRUS SPRINGS 34434	2,240.00	-- None --	-- None --	-- None --
2020	1390826	7872 N CEDRO RD CITRUS SPRINGS 34434	2,080.00	-- None --	-- None --	-- None --
2020	1390982	7797 N MANVILLE RD CITRUS SPRINGS 34434	2,240.00	-- None --	-- None --	-- None --
2020	1391601	7903 N ELWOOD WAY CITRUS SPRINGS 34434	2,320.00	-- None --	-- None --	-- None --
2020	1392250	7859 N WALTON TER CITRUS SPRINGS 34434	2,230.00	-- None --	-- None --	-- None --
2020	1392268	7847 N WALTON TER CITRUS SPRINGS 34434	2,080.00	-- None --	-- None --	-- None --
2020	1392543	526 E SEQUOIA PL CITRUS SPRINGS 34434	2,080.00	-- None --	-- None --	-- None --
2020	1392748	736 E SEQUOIA PL CITRUS SPRINGS 34434	2,130.00	-- None --	-- None --	-- None --
2020	1392811	7588 N MANVILLE RD CITRUS SPRINGS 34434	2,150.00	-- None --	-- None --	-- None --
2020	1392888	7502 N MANVILLE RD CITRUS SPRINGS 34434	2,080.00	-- None --	-- None --	-- None --
2020	1393027	7326 N MANVILLE RD CITRUS SPRINGS 34434	2,080.00	-- None --	-- None --	-- None --
2020	1393035	7314 N MANVILLE RD CITRUS SPRINGS 34434	2,150.00	-- None --	-- None --	-- None --
2020	1393370	316 N PARKER LOOP CITRUS SPRINGS 34434	2,150.00	-- None --	-- None --	-- None --
2020	1393728	8197 N TERREL TER CITRUS SPRINGS 34434	2,230.00	-- None --	-- None --	-- None --
2020	1393841	408 E PARKER LOOP CITRUS SPRINGS 34434	2,050.00	-- None --	-- None --	-- None --
2020	1393981	8098 N TERREL TER CITRUS SPRINGS 34434	2,080.00	-- None --	-- None --	-- None --
2020	1394325	8147 N RIDDLE WAY CITRUS SPRINGS 34434	2,030.00	-- None --	-- None --	-- None --
2020	1394384	8204 N SALERNO WAY CITRUS SPRINGS 34434	2,320.00	-- None --	-- None --	-- None --
2020	1396107	852 W LUDLUM ST CITRUS SPRINGS 34434	3,278.00	-- None --	-- None --	-- None --
2020	1398029	669 W HOMEWAY LOOP CITRUS SPRINGS 34434	2,863.00	-- None --	-- None --	-- None --
2020	1398541	879 W HOMEWAY LOOP CITRUS SPRINGS 34434	2,863.00	-- None --	-- None --	-- None --
2020	1398592	849 W HOMEWAY LOOP CITRUS SPRINGS 34434	2,863.00	-- None --	-- None --	-- None --
2020	1401071	8072 N MANVILLE RD CITRUS SPRINGS 34434	2,660.00	-- None --	-- None --	-- None --
2020	1401101	687 E NOAH LN CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1401348	875 E NOAH LN CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1401402	8417 N GARLAND WAY CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1401453	8357 N GARLAND WAY CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1401704	1016 E NOAH CT CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1401712	1004 E NOAH CT CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1401721	982 E NOAH LN CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1401763	902 E NOAH LN CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1401836	8317 N LAMONT DR CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1402743	8358 N ELIDA AVE CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1402948	8537 N ELIDA AVE CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1403031	8586 N GARLAND WAY CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1403057	8562 N GARLAND WAY CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1403103	689 E HOPE PL CITRUS SPRINGS 34434	2,600.00	-- None --	-- None --	-- None --
2020	1403430	574 E BAFFIN PL CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1403561	8587 N GARLAND WAY CITRUS SPRINGS 34434	2,620.00	-- None --	-- None --	-- None --

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2020	1403685	554 E ABADY LN CITRUS SPRINGS 34434	2,620.00	-- None --	-- None --	-- None --
2020	1403723	648 E ABADY LN CITRUS SPRINGS 34434	2,540.00	-- None --	-- None --	-- None --
2020	1403758	679 E BAFFIN PL CITRUS SPRINGS 34434	2,540.00	-- None --	-- None --	-- None --
2020	1403821	8823 N ELIDA AVE CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1403898	605 E ABADY LN CITRUS SPRINGS 34434	2,540.00	-- None --	-- None --	-- None --
2020	1404002	8754 N NOBLETON WAY CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1404151	627 E MALAGA LN CITRUS SPRINGS 34434	2,570.00	-- None --	-- None --	-- None --
2020	1404355	8839 N NOBLETON WAY CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1404363	8851 N NOBLETON WAY CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1404380	8885 N NOBLETON WAY CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1404843	8858 N QUINTARA PT CITRUS SPRINGS 34434	2,580.00	-- None --	-- None --	-- None --
2020	1405033	1196 E ODIN DR CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1405416	1542 E CITRUS SPRINGS BLVD CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1405963	9240 N IRONDALE RD CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1406218	1148 E CITRUS SPRINGS BLVD CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1406226	1162 E CITRUS SPRINGS BLVD CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1407630	8025 N FLOYD PT CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1407656	8049 N FLOYD PT CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1407699	8107 N FLOYD PT CITRUS SPRINGS 34434	2,540.00	-- None --	-- None --	-- None --
2020	1407991	1387 E ETTA CT CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1408172	8295 N GAYNOR PT CITRUS SPRINGS 34434	2,580.00	-- None --	-- None --	-- None --
2020	1408431	8215 N KILLIAN PT CITRUS SPRINGS 34434	2,680.00	-- None --	-- None --	-- None --
2020	1408440	8185 N KILLIAN PT CITRUS SPRINGS 34434	2,430.00	-- None --	-- None --	-- None --
2020	1408491	8083 N KILLIAN PT CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1408601	8126 N ALAMEDA DR CITRUS SPRINGS 34434	2,540.00	-- None --	-- None --	-- None --
2020	1408733	1819 E UTAH LN CITRUS SPRINGS 34434	2,600.00	-- None --	-- None --	-- None --
2020	1409390	1649 E BADGER DR CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1409446	1749 E BADGER DR CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1409632	1850 E BADGER DR CITRUS SPRINGS 34434	2,580.00	-- None --	-- None --	-- None --
2020	1409691	1703 E CARSON RD CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1410347	1606 E ARTESIAN LN CITRUS SPRINGS 34434	2,580.00	-- None --	-- None --	-- None --
2020	1410967	1530 E DERBY DR CITRUS SPRINGS 34434	2,480.00	-- None --	-- None --	-- None --
2020	1411611	8385 N ALAMEDA DR CITRUS SPRINGS 34434	2,570.00	-- None --	-- None --	-- None --
2020	1411874	8508 N ESCOBAR RD CITRUS SPRINGS 34434	2,480.00	-- None --	-- None --	-- None --
2020	1412153	1453 E CARSON RD CITRUS SPRINGS 34434	2,570.00	-- None --	-- None --	-- None --
2020	1412285	1431 E ODIN DR CITRUS SPRINGS 34434	2,540.00	-- None --	-- None --	-- None --
2020	1412293	1443 E ODIN DR CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1412323	1479 E ODIN DR CITRUS SPRINGS 34434	2,580.00	-- None --	-- None --	-- None --
2020	1412447	9091 N IRONDALE RD CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1412544	8869 N IRONDALE RD CITRUS SPRINGS 34434	2,570.00	-- None --	-- None --	-- None --
2020	1412650	1399 E KEESLER CT CITRUS SPRINGS 34434	2,770.00	-- None --	-- None --	-- None --

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2020	1412757	9132 N LILY DR CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1412765	9148 N LILY DR CITRUS SPRINGS 34434	2,580.00	-- None --	-- None --	-- None --
2020	1413133	9296 N LILY DR CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	1413966	1427 E CACTUS LN CITRUS SPRINGS 34434	2,600.00	-- None --	-- None --	-- None --
2020	1413974	1403 E CACTUS LN CITRUS SPRINGS 34434	2,600.00	-- None --	-- None --	-- None --
2020	1415608	25 W LYNNHAVEN PL CITRUS SPRINGS 34434	2,782.00	-- None --	-- None --	-- None --
2020	1415853	7798 N VINCE DR CITRUS SPRINGS 34434	2,577.00	-- None --	-- None --	-- None --
2020	1419069	1231 E TOLEDO DR CITRUS SPRINGS 34434	2,210.00	-- None --	-- None --	-- None --
2020	1419336	9283 N ATHENIA DR CITRUS SPRINGS 34434	1,960.00	-- None --	-- None --	-- None --
2020	1419379	9309 N ATHENIA DR CITRUS SPRINGS 34434	1,960.00	-- None --	-- None --	-- None --
2020	1419417	9324 N ATHENIA DR CITRUS SPRINGS 34434	1,960.00	-- None --	-- None --	-- None --
2020	1419611	9380 N ATHENIA DR CITRUS SPRINGS 34434	2,260.00	-- None --	-- None --	-- None --
2020	1419620	9374 N ATHENIA DR CITRUS SPRINGS 34434	1,970.00	-- None --	-- None --	-- None --
2020	1419638	9370 N ATHENIA DR CITRUS SPRINGS 34434	2,050.00	-- None --	-- None --	-- None --
2020	1419972	934 E VERCELLI LN CITRUS SPRINGS 34434	1,960.00	-- None --	-- None --	-- None --
2020	1420016	915 E TOLEDO DR CITRUS SPRINGS 34434	2,050.00	-- None --	-- None --	-- None --
2020	1420172	1106 E VERCELLI AVE CITRUS SPRINGS 34434	1,960.00	-- None --	-- None --	-- None --
2020	1420393	1195 E TOLEDO DR CITRUS SPRINGS 34434	1,960.00	-- None --	-- None --	-- None --
2020	1420512	1126 E BEAL CT CITRUS SPRINGS 34434	2,060.00	-- None --	-- None --	-- None --
2020	1420571	9649 N CENTENNIAL PT CITRUS SPRINGS 34434	2,070.00	-- None --	-- None --	-- None --
2020	1420628	9583 N CENTENNIAL PT CITRUS SPRINGS 34434	1,960.00	-- None --	-- None --	-- None --
2020	1420652	9543 N CENTENNIAL PT CITRUS SPRINGS 34434	1,960.00	-- None --	-- None --	-- None --
2020	1421357	903 E VERCELLI LN CITRUS SPRINGS 34434	1,960.00	-- None --	-- None --	-- None --
2020	1421934	602 E NEMO DR CITRUS SPRINGS 34434	1,960.00	-- None --	-- None --	-- None --
2020	1422400	485 E NEMO DR CITRUS SPRINGS 34434	1,910.00	-- None --	-- None --	-- None --
2020	1422591	428 E MARLOW PL CITRUS SPRINGS 34434	2,150.00	-- None --	-- None --	-- None --
2020	1422710	458 E PANAMA DR CITRUS SPRINGS 34434	1,990.00	-- None --	-- None --	-- None --
2020	1423058	9380 N SAGAMORE TER CITRUS SPRINGS 34434	1,960.00	-- None --	-- None --	-- None --
2020	1423716	9560 N SAGAMORE PT CITRUS SPRINGS 34434	2,090.00	-- None --	-- None --	-- None --
2020	1423848	9489 N ATHENIA DR CITRUS SPRINGS 34434	2,060.00	-- None --	-- None --	-- None --
2020	1424615	702 E BYRD LOOP CITRUS SPRINGS 34434	1,910.00	-- None --	-- None --	-- None --
2020	1424712	848 E BYRD LOOP CITRUS SPRINGS 34434	1,960.00	-- None --	-- None --	-- None --
2020	1424755	902 E ABEND DR CITRUS SPRINGS 34434	1,960.00	-- None --	-- None --	-- None --
2020	1424763	906 E ABEND DR CITRUS SPRINGS 34434	1,960.00	-- None --	-- None --	-- None --
2020	1424771	910 E ABEND DR CITRUS SPRINGS 34434	1,960.00	-- None --	-- None --	-- None --
2020	1424968	866 E ABEND DR CITRUS SPRINGS 34434	1,960.00	-- None --	-- None --	-- None --
2020	1425123	803 E BYRD LOOP CITRUS SPRINGS 34434	1,960.00	-- None --	-- None --	-- None --
2020	1425492	841 E ABEND DR CITRUS SPRINGS 34434	2,370.00	-- None --	-- None --	-- None --
2020	1425671	9917 N RIO PT CITRUS SPRINGS 34434	2,120.00	-- None --	-- None --	-- None --
2020	1432162	10688 N ATHENIA DR CITRUS SPRINGS 34434	2,893.00	-- None --	-- None --	-- None --
2020	1433380	688 W VOLTAIRE LOOP CITRUS SPRINGS 34434	2,808.00	-- None --	-- None --	-- None --

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2020	1433525	727 W VOLTAIRE LOOP CITRUS SPRINGS 34434	3,142.00	-- None --	-- None --	-- None --
2020	1434416	290 W G MARTINELLI BLVD CITRUS SPRINGS 34434	2,529.00	-- None --	-- None --	-- None --
2020	1434777	11665 N KENLAKE CIR CITRUS SPRINGS 34434	2,992.00	-- None --	-- None --	-- None --
2020	1436443	941 W G MARTINELLI BLVD CITRUS SPRINGS 34434	2,959.00	-- None --	-- None --	-- None --
2020	1436451	955 W G MARTINELLI BLVD CITRUS SPRINGS 34434	2,849.00	-- None --	-- None --	-- None --
2020	1439507	2472 W BRAVURA DR CITRUS SPRINGS 34433	2,190.00	-- None --	-- None --	-- None --
2020	1440912	10450 N SPAULDING DR CITRUS SPRINGS 34433	2,000.00	-- None --	-- None --	-- None --
2020	1441692	2818 W ARBUTUS DR CITRUS SPRINGS 34433	2,120.00	-- None --	-- None --	-- None --
2020	1443172	10952 N TRIGGER TER CITRUS SPRINGS 34433	2,000.00	-- None --	-- None --	-- None --
2020	1444870	2581 W STRIBLIN DR CITRUS SPRINGS 34433	1,950.00	-- None --	-- None --	-- None --
2020	1445892	2385 W STRIBLIN DR CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	1446201	2603 W TANAGER ST CITRUS SPRINGS 34433	2,230.00	-- None --	-- None --	-- None --
2020	1446503	2612 W TANAGER ST CITRUS SPRINGS 34433	2,000.00	-- None --	-- None --	-- None --
2020	1446554	2542 W TANAGER ST CITRUS SPRINGS 34433	2,000.00	-- None --	-- None --	-- None --
2020	1446805	11287 N KENNEY LOOP CITRUS SPRINGS 34433	2,040.00	-- None --	-- None --	-- None --
2020	1446813	11289 N KENNEY LOOP CITRUS SPRINGS 34433	1,980.00	-- None --	-- None --	-- None --
2020	1446864	11325 N KENNEY LOOP CITRUS SPRINGS 34433	2,000.00	-- None --	-- None --	-- None --
2020	1447330	2963 W GAUCHO DR CITRUS SPRINGS 34433	2,090.00	-- None --	-- None --	-- None --
2020	1448085	11704 N CONDOR DR CITRUS SPRINGS 34433	2,000.00	-- None --	-- None --	-- None --
2020	1448662	11754 N ELKCAM BLVD CITRUS SPRINGS 34433	1,570.00	-- None --	-- None --	-- None --
2020	1448891	11895 N MONICA DR CITRUS SPRINGS 34433	1,980.00	-- None --	-- None --	-- None --
2020	1449197	11906 N MONICA DR CITRUS SPRINGS 34433	2,000.00	-- None --	-- None --	-- None --
2020	1499879	404 S RUSSELL RD LECANTO 34461	594.00	-- None --	-- None --	-- None --
2020	1499917	464 S RUSSELL RD LECANTO 34461	594.00	-- None --	-- None --	-- None --
2020	1500184	340 S JANICE TER LECANTO 34461	1,177.00	-- None --	-- None --	-- None --
2020	1581664	3952 E PEGGY ST HERNANDO 34442	2,530.00	-- None --	-- None --	-- None --
2020	1582962	6600 N CATTAIL TER HERNANDO 34442	2,805.00	-- None --	-- None --	-- None --
2020	1583616	6349 N CHERRYTREE TER HERNANDO 34442	2,244.00	-- None --	-- None --	-- None --
2020	1593794	2907 E CARNELL CT HERNANDO 34442	800.00	-- None --	-- None --	-- None --
2020	1596432	4616 N CUSTER TER HERNANDO 34442	2,500.00	-- None --	-- None --	-- None --
2020	1598095	4510 N REMINGTON TER HERNANDO 34442	1,250.00	-- None --	-- None --	-- None --
2020	1600430	4495 N STETSON TER HERNANDO 34442	2,500.00	-- None --	-- None --	-- None --
2020	1600511	3258 E WAGON TRL HERNANDO 34442	2,500.00	-- None --	-- None --	-- None --
2020	1603145	4380 N LARAMIE TER HERNANDO 34442	2,500.00	-- None --	-- None --	-- None --
2020	1603668	4558 N PINE DR HERNANDO 34442	40.00	-- None --	-- None --	-- None --
2020	1617502	1704 N TROY LOOP INVERNESS 34453	3,400.00	-- None --	-- None --	-- None --
2020	1617511	1706 N TROY LOOP INVERNESS 34453	3,400.00	-- None --	-- None --	-- None --
2020	1619769	3446 E POET LN HERNANDO 34442	2,020.00	-- None --	-- None --	-- None --
2020	1656630	967 N INDEPENDENCE HWY INVERNESS 34453	1,960.00	-- None --	-- None --	-- None --
2020	1656648	963 N INDEPENDENCE HWY INVERNESS 34453	390.00	-- None --	-- None --	-- None --
2020	1660998	3863 E FOREST DR INVERNESS 34453	2,302.00	-- None --	-- None --	-- None --

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2020	1663253	241 S SNAPP AVE INVERNESS 34453	772.00	-- None --	-- None --	-- None --
2020	1664608	2125 E WILLOW TRACE LN INVERNESS 34453	341.00	-- None --	-- None --	-- None --
2020	1664861	2110 E FOX CROSSING LN INVERNESS 34453	682.00	-- None --	-- None --	-- None --
2020	1665078	2285 E FOUR SEASONS LN INVERNESS 34453	341.00	-- None --	-- None --	-- None --
2020	1665116	2359 E FOUR SEASONS LN INVERNESS 34453	341.00	-- None --	-- None --	-- None --
2020	1665272	2078 E PHEASANT GLEN LN INVERNESS 34453	341.00	-- None --	-- None --	-- None --
2020	1665507	139 N TIGHE DR INVERNESS 34453	341.00	-- None --	-- None --	-- None --
2020	1665787	2376 E BEAR PAW LN INVERNESS 34453	682.00	-- None --	-- None --	-- None --
2020	1665892	229 N COPPERFIELD TER INVERNESS 34453	682.00	-- None --	-- None --	-- None --
2020	1672571	517 S SAVARY AVE INVERNESS 34453	3,367.00	-- None --	-- None --	-- None --
2020	1673305	2903 EISENHOWER ST W INVERNESS 34453	2,302.00	-- None --	-- None --	-- None --
2020	1674441	2907 TYLER ST W INVERNESS 34453	2,302.00	-- None --	-- None --	-- None --
2020	1675308	2806 JACKSON ST W INVERNESS 34453	2,302.00	-- None --	-- None --	-- None --
2020	1676746	1904 MILTON ST INVERNESS 34453	660.00	-- None --	-- None --	-- None --
2020	1677114	2112 BYRON ST INVERNESS 34453	1,370.00	-- None --	-- None --	-- None --
2020	1677289	1910 MILTON ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1677441	2611 EISENHOWER ST INVERNESS 34453	990.00	-- None --	-- None --	-- None --
2020	1677459	2615 POLK ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1677823	2310 TYLER ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1678196	909 LONG AVE INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1679443	2303 VAN BUREN ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1679478	2304 JACKSON ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1679486	2306 JACKSON ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1679494	2308 JACKSON ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1679656	2606 JACKSON ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1679940	2310 REAGAN ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1679958	2312 REAGAN ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1680018	2412 REAGAN ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1680212	2503 REAGAN ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1680255	2405 REAGAN ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1680263	2403 REAGAN ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1680298	2311 REAGAN ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1680301	2309 REAGAN ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1680352	2302 MONROE ST INVERNESS 34453	2,420.00	-- None --	-- None --	-- None --
2020	1680875	811 HILLCREST AVE INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1681006	1001 HILLCREST AVE INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1681111	1105 HILLCREST AVE INVERNESS 34453	2,230.00	-- None --	-- None --	-- None --
2020	1681278	906 HILLCREST AVE INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1681316	809 PARKVIEW AVE INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1681481	2109 MILTON ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1681553	2007 MILTON ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --

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2020	1682321	1913 ADDISON ST INVERNESS 34453	2,620.00	-- None --	-- None --	-- None --
2020	1682347	1903 ADDISON ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1682363	1904 WALDEN ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1682789	806 BREEZEWOOD AVE INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1683220	2008 LANGLEY ST INVERNESS 34453	1,370.00	-- None --	-- None --	-- None --
2020	1683246	2004 LANGLEY ST INVERNESS 34453	1,370.00	-- None --	-- None --	-- None --
2020	1683254	609 PINEWOOD AVE INVERNESS 34453	1,440.00	-- None --	-- None --	-- None --
2020	1683301	705 PINEWOOD AVE INVERNESS 34453	1,440.00	-- None --	-- None --	-- None --
2020	1683483	610 LONGWOOD AVE INVERNESS 34453	1,440.00	-- None --	-- None --	-- None --
2020	1683939	2406 MADISON ST INVERNESS 34453	2,620.00	-- None --	-- None --	-- None --
2020	1684048	2608 MADISON ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1684285	2213 MADISON ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1684986	2216 ADAMS ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1684994	2218 ADAMS ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1685052	2402 ADAMS ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1685061	2404 ADAMS ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1685095	2410 ADAMS ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1685109	2412 ADAMS ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1685451	2205 ADAMS ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1685591	2402 GARFIELD ST INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1685966	2211 GARFIELD ST INVERNESS 34453	2,620.00	-- None --	-- None --	-- None --
2020	1687250	2314 BLUEGRASS ST INVERNESS 34453	1,440.00	-- None --	-- None --	-- None --
2020	1687462	2210 RANCHLAND ST INVERNESS 34453	1,440.00	-- None --	-- None --	-- None --
2020	1687497	2310 RANCHLAND ST INVERNESS 34453	2,880.00	-- None --	-- None --	-- None --
2020	1687543	1807 CARLYLE ST INVERNESS 34453	2,620.00	-- None --	-- None --	-- None --
2020	1687594	714 PINEWOOD AVE INVERNESS 34453	1,190.00	-- None --	-- None --	-- None --
2020	1687683	608 PINEWOOD AVE INVERNESS 34453	1,750.00	-- None --	-- None --	-- None --
2020	1687888	506 LONGWOOD AVE INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	1690056	2910 COLLINS ST INVERNESS 34452	1,310.00	-- None --	-- None --	-- None --
2020	1690439	313 WESTHILL AVE INVERNESS 34452	2,160.00	-- None --	-- None --	-- None --
2020	1690625	319 WEBHILL AVE INVERNESS 34452	1,120.00	-- None --	-- None --	-- None --
2020	1690889	2618 CLEARWOOD ST INVERNESS 34452	1,310.00	-- None --	-- None --	-- None --
2020	1691770	319 S CRESTVIEW AVE INVERNESS 34452	1,310.00	-- None --	-- None --	-- None --
2020	1691796	407 S CRESTVIEW AVE INVERNESS 34452	1,310.00	-- None --	-- None --	-- None --
2020	1692113	2500 HUGO ST INVERNESS 34452	1,310.00	-- None --	-- None --	-- None --
2020	1692512	109 N CRESTVIEW AVE INVERNESS 34452	1,310.00	-- None --	-- None --	-- None --
2020	1692598	3005 KERRY ST INVERNESS 34452	1,310.00	-- None --	-- None --	-- None --
2020	1692946	106 S CRESTVIEW AVE INVERNESS 34452	2,156.00	-- None --	-- None --	-- None --
2020	1692954	112 S CRESTVIEW AVE INVERNESS 34452	1,903.00	-- None --	-- None --	-- None --
2020	1693128	103 N CRISTY AVE INVERNESS 34452	1,570.00	-- None --	-- None --	-- None --
2020	1693179	2802 WOODHILL ST INVERNESS 34452	1,310.00	-- None --	-- None --	-- None --

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2020	1694035	1971 S BORDER AVE INVERNESS 34452	3,075.00	-- None --	-- None --	-- None --
2020	1694159	2221 S BORDER AVE INVERNESS 34452	3,075.00	-- None --	-- None --	-- None --
2020	1696607	4231 S ILLIANA TER INVERNESS 34452	3,320.00	-- None --	-- None --	-- None --
2020	1705100	6348 E RIVER RD HERNANDO 34442	2,090.00	-- None --	-- None --	-- None --
2020	1707269	7201 N COMANCHE TER HERNANDO 34442	1,793.00	-- None --	-- None --	-- None --
2020	1707285	7229 N COMANCHE TER HERNANDO 34442	1,793.00	-- None --	-- None --	-- None --
2020	1707358	7206 N COMANCHE TER HERNANDO 34442	1,793.00	-- None --	-- None --	-- None --
2020	1707366	7190 N COMANCHE TER HERNANDO 34442	1,793.00	-- None --	-- None --	-- None --
2020	1707421	7096 N COMANCHE TER HERNANDO 34442	1,793.00	-- None --	-- None --	-- None --
2020	1707439	7084 N COMANCHE TER HERNANDO 34442	1,793.00	-- None --	-- None --	-- None --
2020	1716527	CONFIDENTIAL	3,700.00	-- None --	-- None --	confidential - Confidential
2020	1729840	1310 ANDREW ST INVERNESS 34453	1,060.00	-- None --	-- None --	-- None --
2020	1730031	1001 HARVEST ST INVERNESS 34453	2,110.00	-- None --	-- None --	-- None --
2020	1730082	805 ELLA AVE INVERNESS 34453	2,670.00	-- None --	-- None --	-- None --
2020	1742072	9202 E GULF TO LAKE HWY INVERNESS 34450	2,057.00	-- None --	-- None --	-- None --
2020	1742081	9208 E GULF TO LAKE HWY INVERNESS 34450	2,057.00	-- None --	-- None --	-- None --
2020	1771811	922 BIRCH AVE INVERNESS 34452	1,760.00	-- None --	-- None --	-- None --
2020	1775876	1129 RUTGERS TER INVERNESS 34452	3,520.00	-- None --	-- None --	-- None --
2020	1787548	909 STETSON TER INVERNESS 34450	50.00	-- None --	-- None --	-- None --
2020	1795419	4103 S TAMARAK PT INVERNESS 34450	4,046.00	-- None --	-- None --	-- None --
2020	1795699	3704 KINGFISHER ST INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	1796172	3827 S KILLDEER AVE INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	1796181	3745 S KILLDEER AVE INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	1796211	3994 S GULL TER INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	1796288	4014 S CURLEW TER INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	1796334	3602 S CHICORY TER INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	1796491	3663 S CHICORY TER INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	1796580	4024 S IBIS PT INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	1796687	3732 S IBIS PT INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	1796873	3975 S IBIS PT INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	1796962	10167 E LAKE ESTATES DR INVERNESS 34450	1,600.00	-- None --	-- None --	-- None --
2020	1805872	6536 E GLENCOE ST INVERNESS 34452	3,320.00	-- None --	-- None --	-- None --
2020	1807417	6676 E GLENCOE ST INVERNESS 34452	3,320.00	-- None --	-- None --	-- None --
2020	1812411	6200 E IVY LN INVERNESS 34452	3,320.00	-- None --	-- None --	-- None --
2020	1814511	4406 S ALPINE AVE INVERNESS 34452	3,450.00	-- None --	-- None --	-- None --
2020	1817188	6360 E LOWDEN ST INVERNESS 34452	3,320.00	-- None --	-- None --	-- None --
2020	1817196	6374 E LOWDEN ST INVERNESS 34452	3,320.00	-- None --	-- None --	-- None --
2020	1825679	6050 E TREMONT ST INVERNESS 34452	3,300.00	-- None --	-- None --	-- None --
2020	1878578	613 S REDBUD TER INVERNESS 34450	430.00	-- None --	-- None --	-- None --
2020	1883130	10543 E BOBLINK LN FLORAL CITY 34436	3,800.00	-- None --	-- None --	-- None --
2020	1886597	5661 S WITHLAPOPKA DR FLORAL CITY 34436	3,800.00	-- None --	-- None --	-- None --

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2020	1886708	11400 E SALMON DR FLORAL CITY 34436	3,800.00	-- None --	-- None --	-- None --
2020	1890527	11745 E CARDINAL PL FLORAL CITY 34436	2,197.00	-- None --	-- None --	-- None --
2020	1895936	9772 W CHEROKEE LN CRYSTAL RIVER 34428	2,166.00	-- None --	-- None --	-- None --
2020	1902789	6901 S BAKER AVE FLORAL CITY 34436	2,990.00	-- None --	-- None --	-- None --
2020	1903416	5847 E RIVER RD HERNANDO 34442	3,140.00	-- None --	-- None --	-- None --
2020	1903947	2710 HILLERY ST INVERNESS 34452	1,310.00	-- None --	-- None --	-- None --
2020	1942888	6876 N SANDBORN LOOP CITRUS SPRINGS 34433	2,259.00	-- None --	-- None --	-- None --
2020	1946956	9853 N PEWTER AVE CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	1955262	2723 W GASPAR DR CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	1982839	10805 W DUNNELLON RD CRYSTAL RIVER 34428	3,410.00	-- None --	-- None --	-- None --
2020	1994675	3268 E TOP LN INVERNESS 34453	572.00	-- None --	-- None --	-- None --
2020	1994683	3268 E TOP LN INVERNESS 34453	572.00	-- None --	-- None --	-- None --
2020	1995124	3639 E BERNICE ST INVERNESS 34453	772.00	-- None --	-- None --	-- None --
2020	1995213	641 S LUKIE AVE INVERNESS 34453	572.00	-- None --	-- None --	-- None --
2020	1995221	645 S LUKIE AVE INVERNESS 34453	572.00	-- None --	-- None --	-- None --
2020	1995566	714 S SAVARY AVE INVERNESS 34453	572.00	-- None --	-- None --	-- None --
2020	1995922	813 E HAVARD ST INVERNESS 34452	2,820.00	-- None --	-- None --	-- None --
2020	2005041	914 PRINCETON LN INVERNESS 34452	3,520.00	-- None --	-- None --	-- None --
2020	2008008	3682 E PEGGY ST HERNANDO 34442	2,530.00	-- None --	-- None --	-- None --
2020	2012889	6527 N SILVERBELL TER HERNANDO 34442	2,805.00	-- None --	-- None --	-- None --
2020	2014288	6582 N SILVERBELL TER HERNANDO 34442	2,805.00	-- None --	-- None --	-- None --
2020	2018071	0 POLAR ST INVERNESS 34452	1,840.00	-- None --	-- None --	-- None --
2020	2020067	8010 E EMERALD LN FLORAL CITY 34436	2,500.00	-- None --	-- None --	-- None --
2020	2020113	8020 E EMERALD LN FLORAL CITY 34436	2,500.00	-- None --	-- None --	-- None --
2020	2020130	8035 E GARNER LN FLORAL CITY 34436	2,500.00	-- None --	-- None --	-- None --
2020	2020148	8015 E GARNER LN FLORAL CITY 34436	2,500.00	-- None --	-- None --	-- None --
2020	2031191	2077 W RILEY DR CITRUS SPRINGS 34434	2,561.00	-- None --	-- None --	-- None --
2020	2031751	6988 N FAIRCHILD TER CITRUS SPRINGS 34434	2,863.00	-- None --	-- None --	-- None --
2020	2035161	1541 W RILEY DR CITRUS SPRINGS 34434	2,710.00	-- None --	-- None --	-- None --
2020	2035617	6681 N DARLINGTON DR CITRUS SPRINGS 34434	2,561.00	-- None --	-- None --	-- None --
2020	2039256	6905 N ELKCAM BLVD CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2039884	2084 W RILEY DR CITRUS SPRINGS 34434	2,863.00	-- None --	-- None --	-- None --
2020	2042206	1165 W RILEY DR CITRUS SPRINGS 34434	2,561.00	-- None --	-- None --	-- None --
2020	2042222	1153 W RILEY DR CITRUS SPRINGS 34434	2,561.00	-- None --	-- None --	-- None --
2020	2043911	1127 W PENDLETON ST CITRUS SPRINGS 34434	2,561.00	-- None --	-- None --	-- None --
2020	2045264	1133 W NANKEEN DR CITRUS SPRINGS 34434	2,561.00	-- None --	-- None --	-- None --
2020	2046619	8322 W GAYLE LN CRYSTAL RIVER 34428	2,239.00	-- None --	-- None --	-- None --
2020	2047054	1594 W PENDLETON ST CITRUS SPRINGS 34434	2,710.00	-- None --	-- None --	-- None --
2020	2047101	1570 W PENDLETON ST CITRUS SPRINGS 34434	2,710.00	-- None --	-- None --	-- None --
2020	2047119	1548 W PENDLETON ST CITRUS SPRINGS 34434	2,710.00	-- None --	-- None --	-- None --
2020	2048638	1525 W PENDLETON ST CITRUS SPRINGS 34434	2,561.00	-- None --	-- None --	-- None --

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2020	2053950	3214 W EUNICE DR CITRUS SPRINGS 34433	2,710.00	-- None --	-- None --	-- None --
2020	2054051	3106 W EUNICE DR CITRUS SPRINGS 34433	2,710.00	-- None --	-- None --	-- None --
2020	2054166	2299 W WILMINGTON LOOP CITRUS SPRINGS 34434	2,259.00	-- None --	-- None --	-- None --
2020	2054603	2083 W WILMINGTON LOOP CITRUS SPRINGS 34434	2,259.00	-- None --	-- None --	-- None --
2020	2055294	2003 W WILMINGTON LOOP CITRUS SPRINGS 34434	3,160.00	-- None --	-- None --	-- None --
2020	2055383	6718 N VARSITY AVE CITRUS SPRINGS 34434	2,561.00	-- None --	-- None --	-- None --
2020	2055413	6732 N VARSITY AVE CITRUS SPRINGS 34434	2,561.00	-- None --	-- None --	-- None --
2020	2057351	2386 W WILMINGTON LOOP CITRUS SPRINGS 34434	2,710.00	-- None --	-- None --	-- None --
2020	2058013	2460 W WILMINGTON LOOP CITRUS SPRINGS 34434	2,561.00	-- None --	-- None --	-- None --
2020	2061901	2507 W PINEGROVE DR CITRUS SPRINGS 34434	2,863.00	-- None --	-- None --	-- None --
2020	2062452	2268 W CONWAY DR CITRUS SPRINGS 34434	2,710.00	-- None --	-- None --	-- None --
2020	2066938	2058 W PINEGROVE DR CITRUS SPRINGS 34434	2,710.00	-- None --	-- None --	-- None --
2020	2078511	105 E FINLAND LN CITRUS SPRINGS 34434	2,320.00	-- None --	-- None --	-- None --
2020	2079282	273 E FINLAND LN CITRUS SPRINGS 34434	2,090.00	-- None --	-- None --	-- None --
2020	2079541	8552 N SAWYER TER CITRUS SPRINGS 34434	2,190.00	-- None --	-- None --	-- None --
2020	2082143	247 E MC FADDIN PL CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2082861	6545 N WHISPERING DR CITRUS SPRINGS 34434	3,012.00	-- None --	-- None --	-- None --
2020	2083212	353 E MC FADDIN PL CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2083930	8751 N WALLINGFORD AVE CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2084693	9001 N NOBLETON WAY CITRUS SPRINGS 34434	2,090.00	-- None --	-- None --	-- None --
2020	2084847	1392 W HIALEAH DR CITRUS SPRINGS 34434	2,561.00	-- None --	-- None --	-- None --
2020	2084855	1086 E KINGSDALE ST CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2084979	984 E KINGSDALE ST CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2085487	6536 N WALTER TER CITRUS SPRINGS 34434	2,561.00	-- None --	-- None --	-- None --
2020	2085533	6488 N WALTER TER CITRUS SPRINGS 34434	2,561.00	-- None --	-- None --	-- None --
2020	2085991	9223 N PATCH DR CITRUS SPRINGS 34434	2,040.00	-- None --	-- None --	-- None --
2020	2086106	6467 N WALTER TER CITRUS SPRINGS 34434	2,710.00	-- None --	-- None --	-- None --
2020	2086122	6489 N WALTER TER CITRUS SPRINGS 34434	2,710.00	-- None --	-- None --	-- None --
2020	2086564	9272 N PATCH DR CITRUS SPRINGS 34434	2,160.00	-- None --	-- None --	-- None --
2020	2087811	815 E BIMINI DR CITRUS SPRINGS 34434	2,110.00	-- None --	-- None --	-- None --
2020	2089831	1163 E JENSON ST CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2089873	1149 E JENSON ST CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2089903	1135 E JENSON ST CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2090111	1031 E JENSON ST CITRUS SPRINGS 34434	2,160.00	-- None --	-- None --	-- None --
2020	2090332	1072 E JENSON ST CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2090367	1088 E JENSON ST CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2090405	1106 E JENSON ST CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2090618	6309 N WHISPERING DR CITRUS SPRINGS 34434	3,012.00	-- None --	-- None --	-- None --
2020	2090821	1356 W DOLORES DR CITRUS SPRINGS 34434	2,561.00	-- None --	-- None --	-- None --
2020	2090910	1340 W DOLORES DR CITRUS SPRINGS 34434	2,863.00	-- None --	-- None --	-- None --
2020	2091592	845 E KINGSDALE ST CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --

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2020	2091622	827 E KINGSDALE ST CITRUS SPRINGS 34434	2,160.00	-- None --	-- None --	-- None --
2020	2094737	1545 W HAMPSHIRE BLVD CITRUS SPRINGS 34434	2,561.00	-- None --	-- None --	-- None --
2020	2096667	481 E CANTERBURY LN CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2097001	570 E CANTERBURY LN CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2097698	362 E CANTERBURY LN CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2097850	407 E KINGSDALE ST CITRUS SPRINGS 34434	2,090.00	-- None --	-- None --	-- None --
2020	2098252	389 E CANTERBURY LN CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2102764	343 E MARQUETTE LN CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2102802	307 E MARQUETTE LN CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2103434	9403 N HALSTEAD LOOP CITRUS SPRINGS 34434	2,070.00	-- None --	-- None --	-- None --
2020	2104341	9291 N WESTMINISTER AVE CITRUS SPRINGS 34434	2,210.00	-- None --	-- None --	-- None --
2020	2104431	9351 N WESTMINISTER AVE CITRUS SPRINGS 34434	2,090.00	-- None --	-- None --	-- None --
2020	2104881	305 E REEL LOOP CITRUS SPRINGS 34434	2,250.00	-- None --	-- None --	-- None --
2020	2105402	1179 W VIRGINIS DR CITRUS SPRINGS 34434	2,651.00	-- None --	-- None --	-- None --
2020	2106212	11165 N TERRA COTTA DR CITRUS SPRINGS 34434	2,690.00	-- None --	-- None --	-- None --
2020	2106450	1385 W SCARLET LN CITRUS SPRINGS 34434	2,580.00	-- None --	-- None --	-- None --
2020	2110449	11151 N ACADEMY DR CITRUS SPRINGS 34434	2,810.00	-- None --	-- None --	-- None --
2020	2110465	11163 N ACADEMY DR CITRUS SPRINGS 34434	2,690.00	-- None --	-- None --	-- None --
2020	2112441	9758 N DENVER PT CITRUS SPRINGS 34434	2,190.00	-- None --	-- None --	-- None --
2020	2113154	9793 N DENVER TER CITRUS SPRINGS 34434	2,190.00	-- None --	-- None --	-- None --
2020	2113413	9932 N DENVER TER CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2116251	10552 N ACADEMY DR CITRUS SPRINGS 34434	2,319.00	-- None --	-- None --	-- None --
2020	2119837	10527 N ALLWOOD TER CITRUS SPRINGS 34434	2,319.00	-- None --	-- None --	-- None --
2020	2120461	11184 N TERRA COTTA DR CITRUS SPRINGS 34434	2,651.00	-- None --	-- None --	-- None --
2020	2120860	9086 N WESTMINISTER AVE CITRUS SPRINGS 34434	860.00	-- None --	-- None --	-- None --
2020	2121769	220 E PANAMA DR CITRUS SPRINGS 34434	2,160.00	-- None --	-- None --	-- None --
2020	2122331	8823 N TEATHER TER CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2122463	8844 N TEATHER TER CITRUS SPRINGS 34434	2,190.00	-- None --	-- None --	-- None --
2020	2122480	8822 N TEATHER TER CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2122617	8729 N BAMBURY TER CITRUS SPRINGS 34434	2,190.00	-- None --	-- None --	-- None --
2020	2122960	8937 N BAMBURY TER CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2123826	8628 N BAMBURY TER CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2123991	8550 N BAMBURY TER CITRUS SPRINGS 34434	2,190.00	-- None --	-- None --	-- None --
2020	2124237	8697 N SAWYER TER CITRUS SPRINGS 34434	2,190.00	-- None --	-- None --	-- None --
2020	2124491	8626 N TEATHER TER CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2124831	10780 N DIDISCUS DR CITRUS SPRINGS 34434	2,720.00	-- None --	-- None --	-- None --
2020	2125098	8685 N BAMBURY TER CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2127571	6891 N LIME DR CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2129964	6975 N LIME DR CITRUS SPRINGS 34433	2,410.00	-- None --	-- None --	-- None --
2020	2130245	300 E FINLAND LN CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2130911	2190 W ANDROMEDAE DR CITRUS SPRINGS 34434	2,981.00	-- None --	-- None --	-- None --

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2020	2132051	217 E GAMEWELL LN CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2132612	6783 N WAYCROSS WAY CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2133015	3025 W REDGATE DR CITRUS SPRINGS 34433	2,259.00	-- None --	-- None --	-- None --
2020	2139501	1290 W GRECIAN DR CITRUS SPRINGS 34434	2,710.00	-- None --	-- None --	-- None --
2020	2139731	1265 W MANCHESTER DR CITRUS SPRINGS 34434	2,710.00	-- None --	-- None --	-- None --
2020	2141069	6157 N WALTER TER CITRUS SPRINGS 34434	2,561.00	-- None --	-- None --	-- None --
2020	2142260	6700 N WAYCROSS WAY CITRUS SPRINGS 34433	3,012.00	-- None --	-- None --	-- None --
2020	2142570	8431 N WALLINGFORD AVE CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	2142626	6846 N SANDBORN LOOP CITRUS SPRINGS 34433	2,259.00	-- None --	-- None --	-- None --
2020	2142987	9060 N PEWTER AVE CITRUS SPRINGS 34434	1,658.00	-- None --	-- None --	-- None --
2020	2143053	0 N KIWI TER CITRUS SPRINGS 34434	50.00	-- None --	-- None --	-- None --
2020	2143177	6760 N SANDBORN LOOP CITRUS SPRINGS 34433	2,863.00	-- None --	-- None --	-- None --
2020	2143207	6756 N SANDBORN LOOP CITRUS SPRINGS 34433	2,710.00	-- None --	-- None --	-- None --
2020	2143231	9476 N PEWTER AVE CITRUS SPRINGS 34434	2,870.00	-- None --	-- None --	-- None --
2020	2143282	44 E REEL LOOP CITRUS SPRINGS 34434	3,870.00	-- None --	-- None --	-- None --
2020	2143932	6161 N MATHESON DR CITRUS SPRINGS 34434	2,710.00	-- None --	-- None --	-- None --
2020	2143941	1690 W G MARTINELLI BLVD CITRUS SPRINGS 34434	2,870.00	-- None --	-- None --	-- None --
2020	2151803	5779 N MATHESON DR CITRUS SPRINGS 34434	3,020.00	-- None --	-- None --	-- None --
2020	2154004	10940 N LETTERWOOD WAY CITRUS SPRINGS 34434	2,580.00	-- None --	-- None --	-- None --
2020	2158018	11271 N TERRA COTTA DR CITRUS SPRINGS 34434	2,650.00	-- None --	-- None --	-- None --
2020	2159294	3969 W WILBURTON DR CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2160161	3766 W LON LN CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2160195	3752 W LON LN CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2169699	3790 W HAMPSHIRE BLVD CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2171120	3662 W PARKVIEW DR CITRUS SPRINGS 34433	2,710.00	-- None --	-- None --	-- None --
2020	2171171	3668 W PARKVIEW DR CITRUS SPRINGS 34433	2,710.00	-- None --	-- None --	-- None --
2020	2171812	6554 N ESMONT WAY CITRUS SPRINGS 34433	2,710.00	-- None --	-- None --	-- None --
2020	2174323	6669 N WATERMAN DR CITRUS SPRINGS 34433	3,012.00	-- None --	-- None --	-- None --
2020	2174650	3894 W KEENE LN CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2174765	3848 W KEENE LN CITRUS SPRINGS 34433	2,710.00	-- None --	-- None --	-- None --
2020	2175192	3872 W BATON LN CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2177373	6769 N WATERMAN DR CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2177969	11330 N BECKY TER CITRUS SPRINGS 34434	2,650.00	-- None --	-- None --	-- None --
2020	2180455	3076 W KIRKWOOD PL CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2180978	6516 N PAVILION LOOP CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2181559	3027 W BEDFORD LN CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2182377	3390 W HAMPSHIRE BLVD CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2182679	3435 W WILBURTON DR CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2183195	3530 W WILBURTON DR CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2183781	11297 N NORA WAY CITRUS SPRINGS 34434	2,808.00	-- None --	-- None --	-- None --
2020	2183951	3387 W HAYWARD LN CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --

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2020	2183993	3409 W HAYWARD LN CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2185911	2817 W HIGGINS PL CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2188057	6315 N HOBSON TER CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2188286	6521 N ELNORA WAY CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2188294	6235 N HOBSON TER CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2189355	6456 N AIRMONT DR CITRUS SPRINGS 34433	2,710.00	-- None --	-- None --	-- None --
2020	2190558	10635 N QUARRY DR CITRUS SPRINGS 34434	50.00	-- None --	-- None --	-- None --
2020	2190779	3377 W HAMPSHIRE BLVD CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2190868	2788 W REDGATE DR CITRUS SPRINGS 34433	2,710.00	-- None --	-- None --	-- None --
2020	2193441	6475 N DORIAN TER CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2194154	6629 N WAYCROSS WAY CITRUS SPRINGS 34433	2,710.00	-- None --	-- None --	-- None --
2020	2194171	6615 N WAYCROSS WAY CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2195410	3120 W REDGATE DR CITRUS SPRINGS 34433	2,710.00	-- None --	-- None --	-- None --
2020	2195762	6799 N PAVILION LOOP CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2195843	6659 N TASSEL TER CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2197013	2961 W FILLMORE ST CITRUS SPRINGS 34433	2,561.00	-- None --	-- None --	-- None --
2020	2197145	6512 N WAYCROSS WAY CITRUS SPRINGS 34433	2,710.00	-- None --	-- None --	-- None --
2020	2197251	6691 N GRAYTON TER CITRUS SPRINGS 34433	2,860.00	-- None --	-- None --	-- None --
2020	2197480	3273 W HIGGINS PL CITRUS SPRINGS 34433	2,863.00	-- None --	-- None --	-- None --
2020	2225149	1235 W G MARTINELLI BLVD CITRUS SPRINGS 34434	50.00	-- None --	-- None --	-- None --
2020	2229144	1312 CARL ST INVERNESS 34453	2,080.00	-- None --	-- None --	-- None --
2020	2237376	6293 W BEAUMONT LN HOMOSASSA 34448	3,300.00	-- None --	-- None --	-- None --
2020	2237546	6429 W BEAUMONT LN HOMOSASSA 34448	3,300.00	-- None --	-- None --	-- None --
2020	2239573	NE 1ST ST CRYSTAL RIVER 34429	4,410.00	-- None --	-- None --	-- None --
2020	2241501	3774 S CORMORANT TER INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	2241527	4029 S GULL TER INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	2241586	3919 S CURLEW TER INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	2241608	3615 S PELICAN AVE INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	2242761	3602 KINGFISHER ST INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	2244500	2971 S EUCLID TER HOMOSASSA 34448	1,950.00	-- None --	-- None --	-- None --
2020	2245417	NE 1ST TER CRYSTAL RIVER 34429	440.00	-- None --	-- None --	-- None --
2020	2247479	979 S CANDLENUT AVE HOMOSASSA 34448	837.00	-- None --	-- None --	-- None --
2020	2257261	NE 12TH AVE CRYSTAL RIVER 34429	4,410.00	-- None --	-- None --	-- None --
2020	2258811	NE 1ST TER CRYSTAL RIVER 34429	4,410.00	-- None --	-- None --	-- None --
2020	2266341	312 SMALLWOOD AVE INVERNESS 34452	1,310.00	-- None --	-- None --	-- None --
2020	2269511	6574 E LAKATO LN INVERNESS 34453	1,680.00	-- None --	-- None --	-- None --
2020	2272911	96 N SHELTERING OAKS DR INVERNESS 34453	2,820.00	-- None --	-- None --	-- None --
2020	2272996	94 N SHELTERING OAKS DR INVERNESS 34453	2,410.00	-- None --	-- None --	-- None --
2020	2273046	68 N SHELTERING OAKS DR INVERNESS 34453	1,550.00	-- None --	-- None --	-- None --
2020	2273054	66 N SHELTERING OAKS DR INVERNESS 34453	2,350.00	-- None --	-- None --	-- None --
2020	2273411	3869 KINGFISHER ST INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --

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2020	2275260	802 N BUNKER HILL PT CRYSTAL RIVER 34429	990.00	-- None --	-- None --	-- None --
2020	2277882	2314 RANCHLAND ST INVERNESS 34453	2,880.00	-- None --	-- None --	-- None --
2020	2282835	1825 W HENRY BLAIR LN DUNNELLON 34434	850.00	-- None --	-- None --	-- None --
2020	2282878	1801 W HENRY BLAIR LN DUNNELLON 34434	850.00	-- None --	-- None --	-- None --
2020	2309806	6824 W TWINS CRESENT DR HOMOSASSA 34446	2,222.00	-- None --	-- None --	-- None --
2020	2313510	7081 W GATOR LN CRYSTAL RIVER 34428	1,230.00	-- None --	-- None --	-- None --
2020	2331542	5753 E SQUAW CT HERNANDO 34442	2,277.00	-- None --	-- None --	-- None --
2020	2334088	510 LONG AVE INVERNESS 34453	1,310.00	-- None --	-- None --	-- None --
2020	2342731	3998 E WALKER ST INVERNESS 34453	772.00	-- None --	-- None --	-- None --
2020	2342773	10387 W BROCADE ST HOMOSASSA 34448	3,460.00	-- None --	-- None --	-- None --
2020	2342790	3749 E PERRY ST INVERNESS 34453	958.00	-- None --	-- None --	-- None --
2020	2371676	2903 OAKRIDGE ST INVERNESS 34452	2,620.00	-- None --	-- None --	-- None --
2020	2384352	7865 W BARVARIAN ST HOMOSASSA 34448	2,270.00	-- None --	-- None --	-- None --
2020	2390468	6469 N MORTON PT HERNANDO 34442	2,340.00	-- None --	-- None --	-- None --
2020	2405945	3993 N WALNUT AVE CRYSTAL RIVER 34428	3,560.00	-- None --	-- None --	-- None --
2020	2413123	10244 W OLIVER ST HOMOSASSA 34448	2,805.00	-- None --	-- None --	-- None --
2020	2448628	826 N BUNKER HILL PT CRYSTAL RIVER 34429	990.00	-- None --	-- None --	-- None --
2020	2536730	5256 S VENTI TER INVERNESS 34452	3,220.00	-- None --	-- None --	-- None --
2020	2536993	5148 S SOUTHLAND TER INVERNESS 34452	1,760.00	-- None --	-- None --	-- None --
2020	2565837	8241 S KIMBERLY CIR FLORAL CITY 34436	3,800.00	-- None --	-- None --	-- None --
2020	2584211	4028 S CURLEW TER INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	2675519	8972 W LOPEZ LN CRYSTAL RIVER 34429	990.00	-- None --	-- None --	-- None --
2020	2689234	7282 W PARRISH LN DUNNELLON 34433	2,000.00	-- None --	-- None --	-- None --
2020	2692880	8163 W NAPOLI LN CRYSTAL RIVER 34428	2,000.00	-- None --	-- None --	-- None --
2020	2693011	7835 W LAURA ST DUNNELLON 34433	2,000.00	-- None --	-- None --	-- None --
2020	2693401	7951 W BAVARIAN ST HOMOSASSA 34448	1,300.00	-- None --	-- None --	-- None --
2020	2694611	203 S CRESTVIEW AVE INVERNESS 34452	1,500.00	-- None --	-- None --	-- None --
2020	2694629	301 S CRESTVIEW AVE INVERNESS 34452	1,310.00	-- None --	-- None --	-- None --
2020	2695307	10124 E TULIP TREE DR INVERNESS 34450	4,046.00	-- None --	-- None --	-- None --
2020	2699779	2871 W UNNAMED CT CRYSTAL RIVER 34428	2,050.00	-- None --	-- None --	-- None --
2020	2701587	2910 E CARNELL CT HERNANDO 34442	800.00	-- None --	-- None --	-- None --
2020	2702664	7437 S EASTLAKE DR FLORAL CITY 34436	4,640.00	-- None --	-- None --	-- None --
2020	2749172	3575 E ONYX PL HERNANDO 34442	2,142.00	-- None --	-- None --	-- None --
2020	2818158	8919 W AURORA LN HOMOSASSA 34448	370.00	-- None --	-- None --	-- None --
2020	2818174	8940 W AURORA LN HOMOSASSA 34448	520.00	-- None --	-- None --	-- None --
2020	2818361	8813 W GLOUCESTER AVE HOMOSASSA 34448	520.00	-- None --	-- None --	-- None --
2020	2818387	5679 S CAPIN WAY HOMOSASSA 34448	520.00	-- None --	-- None --	-- None --
2020	2818395	5724 S LOWMAN WAY HOMOSASSA 34448	520.00	-- None --	-- None --	-- None --
2020	2856041	8336 N FIREFLY TER CRYSTAL RIVER 34428	2,166.00	-- None --	-- None --	-- None --
2020	2856190	3574 S EASTPARK WAY HOMOSASSA 34448	650.00	-- None --	-- None --	-- None --
2020	2856203	8376 W WINDHAVEN PL HOMOSASSA 34448	650.00	-- None --	-- None --	-- None --

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2020	2863056	3464 E POET LN HERNANDO 34442	1,630.00	-- None --	-- None --	-- None --
2020	2870222	7227 W JACKSON LN HOMOSASSA 34448	3,300.00	-- None --	-- None --	-- None --
2020	2881232	4240 E GOODWIN CT INVERNESS 34453	1,362.00	-- None --	-- None --	-- None --
2020	2921871	7716 W RAYBURN ST DUNNELLON 34433	2,000.00	-- None --	-- None --	-- None --
2020	2952814	887 S ROOKS AVE INVERNESS 34453	2,263.00	-- None --	-- None --	-- None --
2020	3003829	7624 W MISS MAGGIE DR HOMOSASSA 34448	50.00	-- None --	-- None --	-- None --
2020	3003837	7630 W MISS MAGGIE DR HOMOSASSA 34448	50.00	-- None --	-- None --	-- None --
2020	3100873	NE 1ST TER CRYSTAL RIVER 34429	4,410.00	-- None --	-- None --	-- None --
2020	3100897	N JOYNER TER CRYSTAL RIVER 34429	4,410.00	-- None --	-- None --	-- None --
2020	3110815	10409 E VICTORY LN INVERNESS 34450	1,460.00	-- None --	-- None --	-- None --
2020	3112735	47 W LATHAN LN CITRUS SPRINGS 34434	2,620.00	-- None --	-- None --	-- None --
2020	3113663	4579 N LENETHE PT CRYSTAL RIVER 34428	700.00	-- None --	-- None --	-- None --
2020	3115647	3123 E CHRISTOPHER LN INVERNESS 34453	1,158.00	-- None --	-- None --	-- None --
2020	3224136	7618 W SMILES ST DUNNELLON 34433	1,810.00	-- None --	-- None --	-- None --
2020	3228367	3126 S DETROIT WAY HOMOSASSA 34448	650.00	-- None --	-- None --	-- None --
2020	3230773	435 S SNAPP AVE INVERNESS 34453	772.00	-- None --	-- None --	-- None --
2020	3254732	2099 E CITRUS SPRINGS BLVD CITRUS SPRINGS 34434	2,750.00	-- None --	-- None --	-- None --
2020	3258779	1284 W DUPONT DR CITRUS SPRINGS 34434	2,561.00	-- None --	-- None --	-- None --
2020	3259291	3488 S AVENS WAY HOMOSASSA 34448	650.00	-- None --	-- None --	-- None --
2020	3262869	10117 N HOLYOAK TER DUNNELLON 34433	1,810.00	-- None --	-- None --	-- None --
2020	3269754	7896 N HICKORY WIND PT HERNANDO 34442	2,277.00	-- None --	-- None --	-- None --
2020	3270151	8093 N BROOK WAY CITRUS SPRINGS 34433	2,860.00	-- None --	-- None --	-- None --
2020	3270633	9815 W LIME CT CRYSTAL RIVER 34428	2,166.00	-- None --	-- None --	-- None --
2020	3277319	3928 W HONDO DR CITRUS SPRINGS 34433	2,981.00	-- None --	-- None --	-- None --
2020	3278597	N JOYNER TER CRYSTAL RIVER 34429	4,410.00	-- None --	-- None --	-- None --
2020	3278704	NE 1ST TER CRYSTAL RIVER 34429	440.00	-- None --	-- None --	-- None --
2020	3278716	NE 1ST TER CRYSTAL RIVER 34429	440.00	-- None --	-- None --	-- None --
2020	3278729	NE 1ST TER CRYSTAL RIVER 34429	440.00	-- None --	-- None --	-- None --
2020	3279109	SE 1ST ST CRYSTAL RIVER 34429	440.00	-- None --	-- None --	-- None --
2020	3279565	SE 3RD ST CRYSTAL RIVER 34429	4,410.00	-- None --	-- None --	-- None --
2020	3279695	SE 4TH ST CRYSTAL RIVER 34429	4,410.00	-- None --	-- None --	-- None --
2020	3279711	SE 4TH ST CRYSTAL RIVER 34429	440.00	-- None --	-- None --	-- None --
2020	3280340	SE 4TH ST CRYSTAL RIVER 34429	440.00	-- None --	-- None --	-- None --
2020	3280353	SE 4TH ST CRYSTAL RIVER 34429	440.00	-- None --	-- None --	-- None --
2020	3280365	SE 4TH ST CRYSTAL RIVER 34429	440.00	-- None --	-- None --	-- None --
2020	3280377	SE 4TH ST CRYSTAL RIVER 34429	440.00	-- None --	-- None --	-- None --
2020	3280389	SE 4TH ST CRYSTAL RIVER 34429	440.00	-- None --	-- None --	-- None --
2020	3280456	SE 5TH ST CRYSTAL RIVER 34429	440.00	-- None --	-- None --	-- None --
2020	3280468	SE 5TH ST CRYSTAL RIVER 34429	440.00	-- None --	-- None --	-- None --
2020	3280523	SE 5TH ST CRYSTAL RIVER 34429	440.00	-- None --	-- None --	-- None --
2020	3280535	SE 5TH ST CRYSTAL RIVER 34429	440.00	-- None --	-- None --	-- None --

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2020	3280547	SE 5TH ST CRYSTAL RIVER 34429	440.00	-- None --	-- None --	-- None --
2020	3282258	8462 N ESCOBAR RD CITRUS SPRINGS 34434	2,660.00	-- None --	-- None --	-- None --
2020	3286946	3568 S AVENS WAY HOMOSASSA 34448	650.00	-- None --	-- None --	-- None --
2020	3301036	3437 S JEAN PT INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	3316592	1975 E OLD COLONY LN INVERNESS 34453	341.00	-- None --	-- None --	-- None --
2020	3318147	8815 N TIMELESS TER CRYSTAL RIVER 34428	2,166.00	-- None --	-- None --	-- None --
2020	3318538	2828 W STARKIST LN DUNNELLON 34433	2,550.00	-- None --	-- None --	-- None --
2020	3320632	8127 W HAWTHORNE PL HOMOSASSA 34448	650.00	-- None --	-- None --	-- None --
2020	3348455	7099 W LOVELY LN DUNNELLON 34433	1,810.00	-- None --	-- None --	-- None --
2020	3377484	7149 W CITRUSWOOD DR DUNNELLON 34433	1,810.00	-- None --	-- None --	-- None --
2020	3377496	7155 W CITRUSWOOD DR DUNNELLON 34433	1,810.00	-- None --	-- None --	-- None --
2020	3388603	7160 W RAINBOW ST DUNNELLON 34433	1,810.00	-- None --	-- None --	-- None --
2020	3389828	3623 S CORMORANT TER INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	3393749	1635 E CITRUS SPRINGS BLVD CITRUS SPRINGS 34434	2,510.00	-- None --	-- None --	-- None --
2020	3439566	3954 S CURLEW TER INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	3439579	3992 S CURLEW TER INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	3458328	4022 S KILLDEER AVE INVERNESS 34450	2,000.00	-- None --	-- None --	-- None --
2020	3468702	2303 E FOX CROSSING LN INVERNESS 34453	341.00	-- None --	-- None --	-- None --
2020	3468726	2319 E FOX CROSSING LN INVERNESS 34453	341.00	-- None --	-- None --	-- None --
2020	3469666	1488 N WINTERGREEN TER CRYSTAL RIVER 34429	207.00	-- None --	-- None --	-- None --
2020	3480095	0 W SHORT ST INVERNESS 34450	1,970.00	-- None --	-- None --	-- None --
2020	3480110	0 W SHORT ST INVERNESS 34450	1,190.00	-- None --	-- None --	-- None --
2020	3489029	8630 N SAWYER TER CITRUS SPRINGS 34434	2,000.00	-- None --	-- None --	-- None --
2020	3503834	3552 E THEO LN INVERNESS 34453	2,275.00	-- None --	-- None --	-- None --
2020	3520606	2948 N OAKLAND TER CRYSTAL RIVER 34428	1,540.00	-- None --	-- None --	-- None --
2020	3522431	0 N GLEN OAKS PT CRYSTAL RIVER 34428	1,020.00	-- None --	-- None --	-- None --
2020	1094275	W SEA DR CRYSTAL RIVER 34429	1,960.00	-- None --	AT - ABANDONED TAX DEED	-- None --

Attachment: 1b Supporting Documents (18366 : Application for Tax Deeds on Properties with Tax

Select Year: 2020 Go

The 2020 Florida Statutes

Title XIV TAXATION AND FINANCE | Chapter 197 TAX COLLECTIONS, SALES, AND LIENS | View Entire Chapter

197.502 Application for obtaining tax deed by holder of tax sale certificate; fees.—

(1) The holder of a tax certificate at any time after 2 years have elapsed since April 1 of the year of issuance of the tax certificate and before the cancellation of the certificate, may file the certificate and an application for a tax deed with the tax collector of the county where the property described in the certificate is located. The tax collector may charge a tax deed application fee of $75 and for reimbursement of the costs for providing online tax deed application services. If the tax collector charges a combined fee in excess of $75, applicants may use the online tax deed application process or may file applications without using such service.

(2) A certificateholder, other than the county, who applies for a tax deed shall pay the tax collector at the time of application all amounts required for redemption or purchase of all other outstanding tax certificates, plus interest, any omitted taxes, plus interest, any delinquent taxes, plus interest, and current taxes, if due, covering the property. In addition, the certificateholder shall pay the costs required to bring the property to sale as provided in ss. 197.532 and 197.542, including property information searches, and mailing costs, as well as the costs of resale, if applicable. If the certificateholder fails to pay the costs to bring the property to sale within 30 days after notice from the clerk, the tax collector shall cancel the tax deed application. All taxes and costs associated with a canceled tax deed application shall earn interest at the bid rate of the certificate on which the tax deed application was based. Failure to pay the costs of resale, if applicable, within 30 days after notice from the clerk shall result in the clerk's entering the land on a list entitled "lands available for taxes."

(3) The county in which the property described in the certificate is located shall apply for a tax deed on all county-held certificates on property valued at $5,000 or more on the property appraiser's most recent assessment roll, except deferred payment tax certificates, and may apply for tax deeds on certificates on property valued at less than $5,000 on the property appraiser's most recent assessment roll. The application shall be made 2 years after April 1 of the year of issuance of the certificates or as soon thereafter as is reasonable. Upon application, the county shall deposit with the tax collector all applicable costs and fees as provided in subsection (1), but may not deposit any money to cover the redemption of other outstanding certificates covering the property.

(4) The tax collector shall deliver to the clerk of the circuit court a statement that payment has been made for all outstanding certificates or, if the certificate is held by the county, that all appropriate fees have been deposited, and stating that the following persons are to be notified prior to the sale of the property:

(a) Any legal titleholder of record if the address of the owner appears on the record of conveyance of the property to the owner. However, if the legal titleholder of record is the same as the person to whom the property was assessed on the tax roll for the year in which the property was last assessed, the notice may be mailed to the address of the legal titleholder as it appears on the latest assessment roll.

Attachment: 1b Supporting Documents (18366 : Application for Tax Deeds on Properties with Tax Certificates Held by County)

(b) Any lienholder of record who has recorded a lien against the property described in the tax certificate if an address appears on the recorded lien or if the lienholder is a financial institution and the financial institution has designated an address with the Department of State pursuant to s. 655.0201 (2), then notice must be sent to the address on file with the Department of State.

(c) Any mortgagee of record if an address appears on the recorded mortgage or if the mortgagee has designated an address with the Department of State pursuant to s. 655.0201(2), then the notice must be sent to the address on file with the Department of State.

(d) Any vendee of a recorded contract for deed if an address appears on the recorded contract or, if the contract is not recorded, any vendee who has applied to receive notice pursuant to s. 197.344(1)(c).

(e) Any other lienholder who has applied to the tax collector to receive notice if an address is supplied to the collector.

(f) Any person to whom the property was assessed on the tax roll for the year in which the property was last assessed.

(g) Any lienholder of record who has recorded a lien against a mobile home located on the property described in the tax certificate if an address appears on the recorded lien and if the lien is recorded with the clerk of the circuit court in the county where the mobile home is located.

(h) Any legal titleholder of record of property that is contiguous to the property described in the tax certificate, if the property described is submerged land or common elements of a subdivision and if the address of the titleholder of contiguous property appears on the record of conveyance of the property to the legal titleholder. However, if the legal titleholder of property contiguous to the property is the same as the person to whom the property described in the tax certificate was assessed on the tax roll for the year in which the property was last assessed, the notice may be mailed to the address of the legal titleholder as it appears on the latest assessment roll. As used in this chapter, the term “contiguous” means touching, meeting, or joining at the surface or border, other than at a corner or a single point, and not separated by submerged lands. Submerged lands lying below the ordinary high-water mark which are sovereignty lands are not part of the upland contiguous property for purposes of notification.

The statement must be signed by the tax collector or the tax collector’s designee. The tax collector may purchase a reasonable bond for errors and omissions of his or her office in making such statement. The search of the official records must be made by a direct and inverse search. “Direct” means the index in straight and continuous alphabetic order by grantor, and “inverse” means the index in straight and continuous alphabetic order by grantee.

(5)(a) For purposes of determining who must be noticed and provided the information required in subsection (4), the tax collector must contract with a title company or an abstract company to provide a property information report as defined in s. 627.7843(1). If additional information is required, the tax collector must make a written request to the title or abstract company stating the additional requirements. The tax collector may select any title or abstract company, regardless of its location, as long as the fee is reasonable, the required information is submitted, and the title or abstract company is authorized to do business in this state. The tax collector may advertise and accept bids for the title or abstract company if he or she considers it appropriate to do so.

1. The property information report must include the letterhead of the person, firm, or company that makes the search, and the signature of the individual who makes the search or of an officer of the firm. The tax collector is not liable for payment to the firm unless these requirements are met. The report may be submitted to the tax collector in an electronic format.

Attachment: 1b Supporting Documents (18366 : Application for Tax Deeds on Properties with Tax Certificates Held by County)

2. The tax collector may not accept or pay for a property information report if financial responsibility is not assumed for the search. However, reasonable restrictions as to the liability or responsibility of the title or abstract company are acceptable. Notwithstanding s. 627.7843(3), the tax collector may contract for higher maximum liability limits.

3. In order to establish uniform prices for property information reports within the county, the tax collector must ensure that the contract for property information reports includes all requests for property information reports for a given period of time.

(b) Any fee paid for initial property information reports and any updates must be collected at the time of application under subsection (1), and the amount of the fee must be added to the opening bid.

(c) Upon receiving the tax deed application from the tax collector, the clerk shall record a notice of tax deed application in the official records, which constitutes notice of the pendency of a tax deed application with respect to the property and remains effective for 1 year from the date of recording. A person acquiring an interest in the property after the tax deed application notice has been recorded is deemed to be on notice of the pending tax deed sale, and no additional notice is required. The sale of the property automatically releases any recorded notice of tax deed application for that property. If the property is redeemed, the clerk must record a release of the notice of tax deed application upon payment of the fees as authorized in s. 28.24(8) and (12). The contents of the notice shall be the same as the contents of the notice of publication required by s. 197.512. The cost of recording must be collected at the time of application under subsection (1), and added to the opening bid.

(d) The clerk must advertise the sale as set forth in s. 197.512, administer the sale as set forth in s. 197.542, and receive such fees for the issuance of the deed and sale of the property as provided in s. 28.24.

(e) A notice of the application of the tax deed in accordance with ss. 197.512 and 197.522 that is sent to the addresses shown on the statement described in subsection (4) is deemed conclusively sufficient to provide adequate notice of the tax deed application and the sale at public auction.

(6) The opening bid:

(a) On county-held certificates on nonhomestead property shall be the sum of the value of all outstanding certificates against the property, plus omitted years' taxes, delinquent taxes, current taxes, if due, interest, and all costs and fees paid by the county.

(b) On an individual certificate must include, in addition to the amount of money paid to the tax collector by the certificateholder at the time of application, the amount required to redeem the applicant's tax certificate and all other costs, fees paid by the applicant, and any additional fees or costs incurred by the clerk, plus all tax certificates that were sold subsequent to the filing of the tax deed application, current taxes, if due, and omitted taxes, if any.

(c) On property assessed on the latest tax roll as homestead property shall include, in addition to the amount of money required for an opening bid on nonhomestead property, an amount equal to one-half of the latest assessed value of the homestead.

(7) On county-held or individually held certificates for which there are no bidders at the public sale and for which the certificateholder fails to timely pay costs of resale or fails to pay the amounts due for issuance of a tax deed within 30 days after the sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the county commission that the property is available. During the first 90 days after the property is placed on the list, the county may purchase the land for the opening bid or may waive its rights to purchase the property. Thereafter, any person, the county, or any other governmental unit may purchase the property from the clerk, without further notice or advertising, for the opening bid, except that if the county or other governmental unit is the

Attachment: 1b Supporting Documents (18366 : Application for Tax Deeds on Properties with Tax Certificates Held by County)

purchaser for its own use, the board of county commissioners may cancel omitted years' taxes, as provided under s. 197.447. Interest on the opening bid continues to accrue through the month of sale as prescribed by s. 197.542.

(8) Taxes may not be extended against parcels listed as lands available for taxes, but in each year the taxes that would have been due shall be treated as omitted years and added to the required minimum bid. Three years after the day the land was offered for public sale, the land shall escheat to the county in which it is located, free and clear. All tax certificates, accrued taxes, and liens of any nature against the property shall be deemed canceled as a matter of law and of no further legal force and effect, and the clerk shall execute an escheatment tax deed vesting title in the board of county commissioners of the county in which the land is located.

(a) When a property escheats to the county under this subsection, the county is not subject to any liability imposed by chapter 376 or chapter 403 for preexisting soil or groundwater contamination due solely to its ownership. However, this subsection does not affect the rights or liabilities of any past or future owners of the escheated property and does not affect the liability of any governmental entity for the results of its actions that create or exacerbate a pollution source.

(b) The county and the Department of Environmental Protection may enter into a written agreement for the performance, funding, and reimbursement of the investigative and remedial acts necessary for a property that escheats to the county.

(9) Consolidated applications on more than one tax certificate are allowed, but a separate statement shall be issued pursuant to subsection (4), and a separate tax deed shall be issued pursuant to s. 197.552, for each parcel of property shown on the tax certificate.

(10) Any fees collected pursuant to this section shall be refunded to the certificateholder in the event that the tax deed sale is canceled for any reason.

(11) For any property acquired under this section by the county for the express purpose of providing infill housing, the board of county commissioners may, in accordance with s. 197.447, cancel county-held tax certificates and omitted years' taxes on such properties. Furthermore, the county may not transfer a property acquired under this section specifically for infill housing back to a taxpayer who failed to pay the delinquent taxes or charges that led to the issuance of the tax certificate or lien. For purposes of this subsection only, the term "taxpayer" includes the taxpayer's family or any entity in which the taxpayer or taxpayer's family has any interest.

History.—s. 187, ch. 85-342; s. 6, ch. 86-141; s. 27, ch. 86-152; s. 1, ch. 89-286; s. 7, ch. 92-312; s. 14, ch. 93-132; s. 1024, ch. 95-147; s. 1, ch. 96-181; s. 1, ch. 96-219; ss. 3, 4, 5, ch. 99-190; s. 3, ch. 2001-137; s. 9, ch. 2001-252; s. 1, ch. 2003-284; s. 8, ch. 2004-349; s. 1, ch. 2004-372; s. 49, ch. 2011-151; s. 1, ch. 2013-148; s. 6, ch. 2014-211; s. 3, ch. 2017-132; s. 12, ch. 2018-110; s. 1, ch. 2018-160.

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Attachment: 1b Supporting Documents (18366 : Application for Tax Deeds on Properties with Tax Certificates Held by County)

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Dragon Boat Festival 2021
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

This is an agreement stipulating the conditions that apply in order for the Citrus County Education Foundation to utilize Hernando Beach for the 2021 Dragon Boat Festival. The Festival date is November 6, 2021, with closing of the boat ramp the evening of November 4 through November 7, 2021.This closure is needed to stage and run the Annual Dragon Boat Race and Festival, which will bring thousands of participants and spectators to Lake Hernando. A $500.00 damage deposit is requested in accordance with the terms of the Agreement. The event Insurance is to follow; 30 days prior to the event.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Hernando Beach Use Agreement between Citrus County, Florida and the Citrus County Education Foundation to close the public boat ramp and to utilize Hernando Beach for the Annual Dragon Boat Festival November 4 through November 7, 2021.

HERNANDO BEACH USE AGREEMENT

THIS Hernando Beach Use Agreement, hereinafter 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, hereinafter the "County", and Citrus County Education Foundation, hereinafter the "Organizer."

WHEREAS, Organizer wishes to utilize the Hernando Beach located in Hernando, Citrus County, Florida, hereinafter the "County Park", as the site of the Dragon Boat Festival 2021, hereinafter the "Event", on November 6, 2021 and

WHEREAS, County has no objections to granting or authorizing the right to utilize the County Park for the functions normally associated with the Event, provided Organizer agrees to certain conditions as hereinafter set forth;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. County hereby agrees to allow Organizer to utilize the County Park for purposes normally associated with the Dragon Boat Festival, including displays, exhibits, sales of crafts and the like, vending and demonstrations, provided Organizer complies with the following conditions:

a) **Pre-Event Meeting**: Organizer shall meet with the Grounds Maintenance Manager prior to the event to review event plans and address any concerns.

b) **Access:** Organizer shall maintain access for persons with disabilities at all times in accordance with the Americans with Disabilities Act.

c) **Conduct**: Organizer shall insure that all participants conduct themselves in a peaceful manner so as to not disturb the County Park users and expressly recognize the County's rules and regulations on pets in County parks.

d) **Security**: Organizer shall be responsible for all costs of a private security firm to oversee all equipment and supplies throughout the duration of the Event.

Attachment: Hernando Beach Use Agreement - Dragon Boat Festival 2021 (18395 : Dragon Boat Festival 2021)

e) **Sanitation**: Organizer shall provide additional portable sanitary facilities around the County Park as may be necessary, based upon the anticipated number of patrons and be responsible for the costs of same. Said facilities are to be removed within 24 hours of the Event conclusion.

f) **Litter/Refuse**: Organizer shall provide a dumpster on site to accommodate litter/refuse generated by the Event and be responsible for costs of same. Organizer shall also police the County Park for litter and the like throughout the duration of the Event. The dumpster and trash generated by the Event must be removed from the park within 24 hours of the event conclusion.

g) **Safety**:

1. Organizer shall insure that no safety hazards are created within the County Park, either in booth setup or Event operations, and that all necessary permits are obtained for the Event, specifically, including those permits required for operating food and/or beverage concessions.

2. Vehicles will be restricted to designated areas within the County Park. All necessary safety precautions will be taken to ensure public safety and to reduce property damage.

3. No signs or banners shall be placed in or about the County Park, except as specifically approved by the Parks and Recreation Director, Grounds Maintenance Manager or their designee(s).

4. All established County Park rules and regulations specifically including the prohibitions against pets, will be strictly observed except as provided herein.

5. Organizer shall provide all personnel necessary for directing vehicles to designated parking areas.

h) **Traffic Control**: Organizer shall provide, in addition to those personnel required by Section 1(d) hereof, will monitor traffic flow throughout duration of the event and compel Citrus County Sheriff's deputies if the need arises.

i) **Improvements**:

1. Any improvements required to accommodate this Event will be made at the expense of the Organizer and constructed in such a fashion as to be permanent in nature.

2. All improvements made or constructed by Organizer shall conform to all applicable laws, ordinances and codes.

3. Prior to the commencement of construction or erection of any improvement, the approval of the Parks and Recreation Director shall be obtained.

Attachment: Hernando Beach Use Agreement - Dragon Boat Festival 2021 (18395 : Dragon Boat Festival 2021)

j) **Restoration of County Park:**

1. Organizer, upon the termination of its use of the County Park, shall restore same to the condition of said Park immediately prior to Organizer's use, except as provided in this Agreement.

2. Organizer, at the time of execution of this Agreement, shall submit a Five Hundred-Dollar ($500.00) damage deposit, said deposit or a portion thereof may be refundable upon the recommendation of the Grounds Maintenance Manager.

k) **Setup/Cleanup:** Organizer shall close down the boat launch to the general public Thursday, November 4th from 11:00 p.m. through Sunday, November 7, 2021 at 4:00 p.m. Organizer shall commence setup for the Event no earlier than 7:00 a.m., Friday, November 5, 2021, and conclude cleanup no later than 4:00 p.m., Sunday, November 7, 2021.

l) **Reimbursement for Expense**: Organizer shall reimburse County $25.00 per hour for a County staff member to be on location during the event hours. The reimbursement sum, as provided herein, shall be remitted at the time of execution of this Agreement.

m) **Minimum Insurance Requirements**: Organizer 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 Organizer, 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 Organizer against any loss exposures, whether as a result of the project, event 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 Organizer under this contract.

1. **Commercial General Liability**: Organizer must obtain an occurrence form policy in limits not less than $1,000,000 each occurrence with a minimum aggregate of $2,000,000, $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.
2. **Automobile Liability**: Organizer must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event the Organizer does not own vehicles, the Organizer 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.
3. **Workers Compensation and Employer's Liability**: a) Organizer 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

Attachment: Hernando Beach Use Agreement - Dragon Boat Festival 2021 (18395 : Dragon Boat Festival 2021)

accident $500,000 disease policy limit and $100,000 disease each employee must be included. b) For any officer of an Organizer that has exempt status as an individual, the County requires proof of workers' compensation insurance coverage for that Organizer/employer/owner's employees. If the Organizer/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 Organizer/employer/owner. c) The purpose of this section is to ensure that all Lessees, sub-Lessees, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of sub-Lessees, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

4. **Other Insurance Provisions**: a) The Organizer 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. b) The project's proposal number or event should be noted on the certificate. c) The Organizer 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 Organizer shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention. (d) All required insurance policies must be maintained until the contract work or post event condition of the property 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. e) 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. f) The Organizer'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 Organizer's insurance and shall be noncontributory. g) **For all policies of insurance**: The Organizer, 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. h) **The Certificate Holder should read as follows**: *Citrus County, Florida, a political subdivision*

Attachment: Hernando Beach Use Agreement - Dragon Boat Festival 2021 (18395 : Dragon Boat Festival 2021)

of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461. i) It is the Organizer's responsibility to ensure that all subcontractors comply with these insurance requirements. Organizer shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-Lessee. All coverages for subcontractors shall be subject to all of the requirements stated herein. j) All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-. k) All Certificates must show that the Organizer's policies have been endorsed per the requirements. l) Once ALL paperwork is completed and received by the County, an email will be sent to Organizer 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 Organizer'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. Organizer will not be allowed to occupy premises until registration is completed and a compliant Certificate of Insurance is received from Organizer's agent(s).

n) **Indemnification:** Organizer shall indemnify, save and hold harmless County and all their officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent act of, or omission of, Organizer, 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 Organizer nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Organizer 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.

o) **Alcohol:** There will be no sales of alcoholic beverages within the County park during this event.

Attachment: Hernando Beach Use Agreement - Dragon Boat Festival 2021 (18395 : Dragon Boat Festival 2021)

p) **Directional Signs**: Organizer agrees to erect signs for controlling traffic flow within the park. Exits and approved trail crossings are to be clearly identified.

q) **Post-Event Meeting**: Organizer shall meet with the Grounds Maintenance Manager or his designee within two (2) days of the event conclusion. The purpose of this meeting is to identify any problems and damages in an effort to initiate timely repairs, insure proper clean up and revise user guidelines as needed.

2. Notwithstanding anything contained herein to the contrary:

a. The Parks and Recreation Director may, in his sole discretion to advance the health, safety and welfare of the Citizens of Citrus County or when the Organizer violates any of the provisions of this Agreement, terminate the Organizer's right to use the County Park and Organizer shall vacate same upon four (4) hours notice from the Parks and Recreation Director. Organizer shall coordinate all promotional activities to be conducted at County Park by any of its participants with the Parks and Recreation Director who shall have the final say as to the appropriateness of these activities or individuals at the County Park.

b. Organizer shall be responsible for all costs incurred by its use of the County Park and understand that the County will not be responsible for any costs of this promotion.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be executed in duplicate on the day and year first above written.

ATTEST:

Angela Vick, Clerk

CITRUS COUNTY, FLORIDA

Scott Carnahan
Citrus County Board of County Commissioners

ATTEST:

Witness

Daniel Garcia
Printed Name

Witness

Andrea Cuccaro
Printed Name

CITRUS COUNTY EDUCATION FOUNDATION

By: Shaunda Burdette

Shaunda Burdette
Printed Name

Executive Director Citrus County Education Foundation
Title

Attachment: Hernando Beach Use Agreement - Dragon Boat Festival 2021 (18395 : Dragon Boat Festival 2021)

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of X physical presence or __ online notarization, this 13th day of September, 2021, by Shaunda Burdette as Executive Director for Citrus County Education Foundation who is ___ personally known to me or who has produced FL Drivers License 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: Hernando Beach Use Agreement - Dragon Boat Festival 2021 (18395 : Dragon Boat Festival 2021)

AGENDA MEMORANDUM

FROM:	Craig Stevens, Fire Chief
SUBJECT:	Donation of Surplus Property Asset #53755
AGENDA DATE:	**October 12, 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).

AEDs have been replaced by LifePack 15 equipment.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve donation of the following items from the inventory of fire rescue to Fort Cooper Missionary Baptist Church of Inverness Florida Inc dba Inverness Christian Academy and the removal of same items from the county's capital asset listing. Asset #53755 - Zoll AED Plus Defibrillator

0000001 03/22/18

FLORIDA DEPARTMENT OF REVENUE

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8012527380C-1	05/31/2018	05/31/2023	RELIGIOUS-PHYSICAL PLACE

This certifies that

FORT COOPER MISSIONARY BAPTIST CHURCH
OF INVERNESS FLORIDA INC
4222 S FLORIDA AVE
INVERNESS FL 34450-7367

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA DEPARTMENT OF REVENUE

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Attachment: Fort Cooper Tax Exempt 2018-2023 (1) (17327 : Donation of Surplus Property Asset #53755)

Inverness Christian Academy

A Ministry of Fort Cooper Baptist Church

Marne Palmani, Pastor
Dan Riley, *Ed.D.*, Head of School
driley@invernesschristian.org

F
8/23/21
ac

RECEIVED

AUG 23 2021

COUNTY ADMINISTRATOR

August 12, 2021

Citrus County Administrator
3600 W. Sovereign Path, #267
Lecanto, FL 34461

To Whom It May Concern:

Inverness Christian Academy (A Ministry of Fort Cooper Missionary Baptist Church of Inverness, FL) would like to request the donation of one (1) AED units (Asset Number #53755 or #54003) for use by the academy. ICA has over 210 students kindergarten through 12th grade, including a full JV and Varsity athletic program. One hundred percent of our 35 staff members have CPR (w/AED training) every two years, but the school has never owned a unit. If chosen to receive a donation, we would place the unit in the gymnasium, due to the amount of physical activity that happens in the gym, from PE classes to lunch to volleyball and basketball games. This unit could service the connecting Education building, as well, as they are separated only by a covered sidewalk.

I have included a map of the facilities, including the locations in which we would plan to place the AED unit, as well as the tax-exempt certificate for Fort Cooper Missionary Baptist Church (dba Inverness Christian Academy). Please contact me if you have any questions or concerns.

Fire Rescue Approval 8/25/2021

Kind Regards,

Daniel L. Riley

Daniel L Riley, *Ed.D.*
Head of School

Attachment: Inverness Christian AED reques (17327 : Donation of Surplus Property Asset #53755)

Asset Activity Form

□ Department Transfer □ Custodian Change	Current Department: Fire Rescue Current Custodian: Greg Ellis New Department: _____ New Custodian: _____	
□ Location Change	Current Location: Logistics 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: Fort Cooper Missionary Baptist Church of Inverness Florida Inc.	

Dept #	*Asset ID*	*Description*	*Serial Number*	*Acquisition Date*	*Initial Cost*
3200	53755	Zoll AED Plus Defibrillator	X05G063594	7/5/2005	$1,675.00

Comments/Justification:
Item no longer needed

Initiating Department

[signature]	08/26/2021	[signature]	08/26/2021
Asset Custodian or Division Director Signature*	Date	Department Director Signature	Date

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

Receiving Department (Transfers/Changes/Auctions)

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

Receiving Department (Donation/Disposal)

_____	_____	or _____	_____
Non-Profit Representative Signature	Date	Disposal Witness Signature	Date

Financial Services Use Only

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

Attachment: Asset Activity Form (17327 : Donation of Surplus Property Asset #53755)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Ratify Signature of County Administrator on Insurance Renewal
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

The Board on 9-28-21 approved the Insurance Renewal for the New York Life Insurance agreement, the Administrative Services Agreement through Florida Blue/HM Life and the Stop Loss Policy through Florida Blue/HM. The agreements to be signed were received after the agenda was published and the insurance was effective October 1, 2021.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Ratify the signature of the County Administrator on the Insurance Renewal for the New York Life Insurance agreement, the Amendment to Administrative Services Agreement through Florida Blue/HM Life and the Stop Loss Proposal with Blue Cross and Blue Shield Florida, Inc. d/b/a Florida Blue approved by the Board on the 9-28-21 meeting.

ADDITIONAL INFORMATION
ITEM E8 DATE 9-28-21

AGENDA MEMORANDUM

FROM:	June Randall, HR Director
SUBJECT:	Insurance Renewal
AGENDA DATE:	**September 28, 2021**

BRIEF OVERVIEW:

Each year, Human Resources along with our Insurance Broker review the County's insurance program to make sure that we have adequate and appropriate levels of coverage.

We are requesting the New York Life Insurance Agreement (formally Cigna Life Insurance) to be renewed with no change in premiums for 24 months. The agreement will expire on October 1, 2023.

The current Administrative Services Agreement through Florida Blue/HM Life included a 3% increase on October 1, 2021, and an additional 3% on October 1, 2023. Gehring Group negotiated the agreement to remove the 3% increase on October 1, 2021. The agreement was also extended from 2024 to 2025. Upon October 1, 2024 renewal, Florida Blue will provide the County with $25,000.00 in wellness money to be used in accordance with Administrative Regulation 7.24.

The current Stop-Loss Policy through Florida Blue/HM Life covers the County if any individual claim exceeds $200,000. The initial proposed increase was 36%. This proposed increase was the result of multiple high-cost claims that were incurred in the current year and concern over several ongoing claims, one of which is expected to recur at over $600,000 per year. Gehring Group requested proposals from alternate carriers but due to the projected ongoing risk the proposal for the current program was the most competitive. The renewal for the stop loss was negotiated down to a 28% increase. The Stop Loss Policy is being renewed for one year with an expiration date of September 30, 2022 and there are no recommendations to change the level of coverage or the carrier.

BUDGET IMPACT/FUNDING SOURCE:

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

Attachment: E8 Additional information (18468 : Ratify Signature of County Administrator on Insurance Renewal)

RECOMMENDED ACTION:

a. Approve and authorize the renewal of the agreement between Citrus County, Florida and New York Life insurance with an expiration of September 30, 2023 with no increase.

b. Approve and authorize the renewal of the Administrative Services Agreement with an expiration on September 30, 2025 with a 3% increase on October 1, 2023.

c. Approve and authorize the renewal of the Stop Loss policy with an expiration of September 30, 2022 with a 28% increase.

Attachment: E8 Additional information (18468 : Ratify Signature of County Administrator on Insurance Renewal)

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on September 28, 2021 is by and between Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue (hereinafter called "Florida Blue") and Citrus County, a political subdivision of the State of Florida. In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between the Florida Blue and the Employer (hereinafter "Agreement") effective October 1, 2009 is amended as follows:

1. The first paragraph of the Administrative Services Agreement is hereby amended changing the Employer's name to Citrus County Board of County Commissioners, a political subdivision of the State of Florida.

2. Section I, subsection 1.1, is hereby amended to extend the term of the Group Health Plan until September 30, 2025 unless the Agreement is terminated earlier in accordance with the terms of the Agreement.

3. Exhibit B to the Agreement is hereby amended, effective October 1, 2021. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.

4. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties.

BLUE CROSS AND BLUE SHIELD FLORIDA, INC. D/B/A FLORIDA BLUE	CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida
By: Carlton A. Lloyd	By: _____
Title: VP, Sales_____	Title: Chairman, Scott E. Carnahan
Date: September 20,2021	Date: September 28, 2021

Attachment: E8 Additional information (18468 : Ratify Signature of County Administrator on Insurance Renewal)

Florida Blue

An Independent Licensee of the
Blue Cross and Blue Shield Association

STOP LOSS PROPOSAL FOR
Citrus County, Florida

Sales Representative:	George Eppl	**Effective Date:**	10/01/2021
Broker:	Gehring Group Inc	**Through Date:**	09/30/2022
TPA:	Florida Blue		
Provider Network(s):	Florida Blue		
Utilization Review Vendor(s):	Florida Blue		

Specific: (Check one)	Lives	Current	☒ Renewal	☐ Option 1	☐ Option 2
Specific Deductible (per Covered Participant)		$200,000	$200,000	$225,000	$250,000
Policy Year Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Lifetime Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Covered Benefits		Med, Rx Card	Med, Rx Card	Med, Rx Card	Med, Rx Card
Specific Premium					
Single Rate	625	$60.74	$78.03	$63.17	$56.32
Family Rate	161	$155.83	$202.32	$166.11	$150.10
Total Lives	**786**				
Estimated Contract Specific Premium		$756,614	$976,107	$794,700	$712,393
Contract Basis		144/12	156/12	156/12	156/12
Commission		0.00%	0.00%	0.00%	0.00%
Aggregate: (Include? ☐ Yes ☐ No)					
Covered Benefits		Med, Rx Card	Med, Rx Card	Med, Rx Card	Med, Rx Card
Policy Year Maximum		$1,000,000	$1,000,000	$1,000,000	$1,000,000
Aggregate Factors					
Single Med, Rx Card Factor	625	$549.50	$608.71	$613.58	$617.23
Family Med, Rx Card Factor	161	$1,318.79	$1,460.89	$1,472.58	$1,481.34
Estimated Contract Attachment Point	**786**	$6,669,152	$7,387,764	$7,446,875	$7,491,174
Estimated Contract Minimum Attachment Point (100%)		$6,669,152	$7,387,764	$7,446,875	$7,491,174
Aggregate Corridor		125%	125%	125%	125%
Contract Basis		144/12	156/12	156/12	156/12
Aggregate Premium					
Composite Rate	786	$4.74	$5.25	$5.37	$5.49
Aggregate Terminal Liability Fee*			$.65	$.65	$.65
Estimated Contract Aggregate Premium	**786**	$44,708	$49,518	$50,650	$51,782
Commission		0.00%	0.00%	0.00%	0.00%
Total Combined Estimated Contract Premium		**$801,321**	**$1,025,625**	**$845,349**	**$764,175**

* Included in Aggregate rate(s).

Note: This proposal is not complete unless accompanied by the proposal notes and the basis of offer noted on the following pages.

Individual Special Requirements:

Attachment: E8 Additional information (18468 : Ratify Signature of County Administrator on Insurance Renewal)

Florida Blue

An Independent Licensee of the
Blue Cross and Blue Shield Association

STOP LOSS PROPOSAL FOR
Citrus County, Florida

PROPOSAL NOTES

- The rates and factors in this proposal are firm. Please provide a signed proposal.
- Large claim data must be submitted for any claims that are at or have the likelihood to exceed 50% of the group specific deductible. Large claim data must include: age, sex, diagnosis, prognosis, treatment plan, case management notes (if applicable), Pre-Cert and paid/pended claims.
- This proposal includes Specific and Aggregate Terminal Liability. If this option is elected at least 15 days prior to the end of the policy, the policy will be amended to cover an additional three months of run-out claims. The additional aggregate attachment point for Terminal Funding is determined by applying the in force claim liability factors times 115% to the number of covered units under the plan for three months prior to the termination date. This additional aggregate attachment point is then added to the existing annual aggregate attachment point to determine the total Terminal Funding Liability level.
- The Estimated Contract Attachment Point includes the Aggregate Corridor level as shown. To determine Estimated Expected Claims, you may divide the Attachment Point or Attachment factors by the corridor level.
- Human Organ Transplant benefits are payable in accordance with the underlying plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.

PROPOSAL ACCEPTANCE

Leave of Absence (LOA) Policy for eligible employees is: _____ Days or _____ Weeks or _____ Other and it is to be applied once per plan year per member and only after FMLA allowance is exhausted. Leave Of Absence allowance need not be used in consecutive days, but total time not actively at work during the plan year as a whole must not exceed the above outlined allowance plus the 90 day FMLA allowance.

In the absence of Leave of Absence language in the group plan document, the above will be considered as the LOA policy as it relates to Stop Loss Eligibility and continuation of coverage only. Any subsequent changes must be approved by Florida Blue at least 30 days in advance of the effective date of the change. Failure to notify Florida Blue of your company's policy changes for Leave of Absence may result in a possible Stop Loss claim denial. Upon exhaustion of LOA benefits as described above, to continue Stop Loss eligibility members must be offered COBRA as outlined in the "Continuation of Coverage Under Cobra" section in your Group Benefit Book. All other eligibility requirements beyond the LOA allowance described here are outlined in the Group Benefit Book and apply to the Stop Loss in their entirety.

Please acknowledge acceptance of the terms in this proposal by signing and returning by 08/19/2021 (no signed proposal will be accepted after the effective date). Please also indicate which option is chosen and whether Aggregate is to be included, by checking the appropriate boxes on the previous page. Failure to remit the signed agreement within the same period will result in updated large claim disclosure (and claims) being required for our review. All payments after the effective date of this policy, found on the previous page, must use the rates selected. Any deviation from the rates specified could result in an underpayment leading to a possible policy cancellation.

Signature: _____ Title: Chairman, Scott E. Carnahan

Accepted on the 28th day of September, 20 21

Attachment: E8 Additional information (18468 : Ratify Signature of County Administrator on Insurance Renewal)

Florida Blue

An Independent Licensee of the
Blue Cross and Blue Shield Association

STOP LOSS PROPOSAL FOR
Citrus County, Florida

Sales Representative: George Eppl
Broker: Gehring Group Inc
TPA: Florida Blue

Effective Date: 10/01/2021
Through Date: 09/30/2022

Provider Network(s): Florida Blue
Utilization Review Vendor(s): Florida Blue

Specific: (Check one)	Lives	☐ Option 3	☐ Option 4	☐ Option 5
Specific Deductible (per Covered Participant)		$200,000	$225,000	$250,000
Policy Year Maximum Specific Benefit		Unlimited	Unlimited	Unlimited
Lifetime Maximum Specific Benefit		Unlimited	Unlimited	Unlimited
Covered Benefits		Med, Rx Card	Med, Rx Card	Med, Rx Card
Specific Premium				
Single Rate	625	$66.05	$51.25	$44.46
Family Rate	161	$171.23	$134.77	$118.50
Total Lives	**786**			
Estimated Contract Specific Premium		$826,191	$644,751	$562,392
Contract Aggregating Specific Loss Fund		$150,000	$150,000	$150,000
Contract Basis		156/12	156/12	156/12
Commission		0.00%	0.00%	0.00%
Aggregate: (Include? ☐ Yes ☐ No)				
Covered Benefits		Med, Rx Card	Med, Rx Card	Med, Rx Card
Policy Year Maximum		$1,000,000	$1,000,000	$1,000,000
Aggregate Factors				
Single Med, Rx Card Factor	625	$608.71	$613.58	$617.23
Family Med, Rx Card Factor	161	$1,460.89	$1,472.58	$1,481.34
Estimated Contract Attachment Point	**786**	$7,387,764	$7,446,875	$7,491,174
Estimated Contract Minimum Attachment Point (100%)		$7,387,764	$7,446,875	$7,491,174
Aggregate Corridor		125%	125%	125%
Contract Basis		156/12	156/12	156/12
Aggregate Premium				
Composite Rate	786	$5.25	$5.37	$5.49
Aggregate Terminal Liability Fee*		$.65	$.65	$.65
Estimated Contract Aggregate Premium	**786**	$49,518	$50,650	$51,782
Commission		0.00%	0.00%	0.00%
Total Combined Estimated Contract Premium		**$875,709**	**$695,400**	**$614,174**

* Included in Aggregate rate(s).

Note: This proposal is not complete unless accompanied by the proposal notes and the basis of offer noted on the following pages.

Individual Special Requirements:

Attachment: E8 Additional information (18468 : Ratify Signature of County Administrator on Insurance Renewal)

Florida Blue

An Independent Licensee of the
Blue Cross and Blue Shield Association

STOP LOSS PROPOSAL FOR
Citrus County, Florida

PROPOSAL NOTES (For Option 3 - 5)

- The rates and factors in this proposal are firm. Please provide a signed proposal.
- Large claim data must be submitted for any claims that are at or have the likelihood to exceed 50% of the group specific deductible. Large claim data must include: age, sex, diagnosis, prognosis, treatment plan, case management notes (if applicable), Pre-Cert and paid/pended claims.
- This proposal includes Specific and Aggregate Terminal Liability. If this option is elected at least 15 days prior to the end of the policy, the policy will be amended to cover an additional three months of run-out claims. The additional aggregate attachment point for Terminal Funding is determined by applying the in force claim liability factors times 115% to the number of covered units under the plan for three months prior to the termination date. This additional aggregate attachment point is then added to the existing annual aggregate attachment point to determine the total Terminal Funding Liability level.
- The Estimated Contract Attachment Point includes the Aggregate Corridor level as shown. To determine Estimated Expected Claims, you may divide the Attachment Point or Attachment factors by the corridor level.
- The specific rates in this proposal are based on an aggregating specific arrangement. Total Specific Liability includes estimated contract specific premium and the aggregating specific fund.
- Human Organ Transplant benefits are payable in accordance with the underlying plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.

PROPOSAL ACCEPTANCE

Leave of Absence (LOA) Policy for eligible employees is: _____ Days or _____ Weeks or _____ Other and it is to be applied once per plan year per member and only after FMLA allowance is exhausted. Leave Of Absence allowance need not be used in consecutive days, but total time not actively at work during the plan year as a whole must not exceed the above outlined allowance plus the 90 day FMLA allowance.

In the absence of Leave of Absence language in the group plan document, the above will be considered as the LOA policy as it relates to Stop Loss Eligibility and continuation of coverage only. Any subsequent changes must be approved by Florida Blue at least 30 days in advance of the effective date of the change. Failure to notify Florida Blue of your company's policy changes for Leave of Absence may result in a possible Stop Loss claim denial. Upon exhaustion of LOA benefits as described above, to continue Stop Loss eligibility members must be offered COBRA as outlined in the "Continuation of Coverage Under Cobra" section in your Group Benefit Book. All other eligibility requirements beyond the LOA allowance described here are outlined in the Group Benefit Book and apply to the Stop Loss in their entirety.

Please acknowledge acceptance of the terms in this proposal by signing and returning by 08/19/2021 (no signed proposal will be accepted after the effective date). Please also indicate which option is chosen and whether Aggregate is to be included, by checking the appropriate boxes on the previous page. Failure to remit the signed agreement within the same period will result in updated large claim disclosure (and claims) being required for our review. All payments after the effective date of this policy, found on the previous page, must use the rates selected. Any deviation from the rates specified could result in an underpayment leading to a possible policy cancellation.

Signature: _____ Title: Chairman,Scott E, Carnahan

Accepted on the 28th day of September, 20 21

Attachment: E8 Additional information (18468 : Ratify Signature of County Administrator on Insurance Renewal)

Florida Blue

An Independent Licensee of the
Blue Cross and Blue Shield Association

STOP LOSS PROPOSAL FOR
Citrus County, Florida

initials: _____ date: _____

BASIS OF OFFER

Assumptions

- Aggregate coverage is only available when purchased with Specific coverage.
- This proposal is subject to revision if there is a change in effective or renewal dates, or a change in the plan of benefits.
- This proposal is based on the utilization of the Provider Network(s) and the Utilization Review Vendor(s) listed on this proposal.
- This proposal assumes a minimum participation level of 75% applies for all eligible enrollees under a contributory plan, and 100% under a non-contributory plan.
- This proposal assumes the plan of benefits includes a pre-certification, utilization review and large case management program.
- This proposal is based on a description of the employee benefit plan(s) provided and approved by Florida Blue, employee and dependent census data, plus any other information relevant to the underwriting risk. If any of the information was incorrect or changes the risk involved, the rates and factors will be modified, and the specific and aggregate claims will be adjusted accordingly.
- Surcharges (including the bad debt and charity surcharge portion of the New York Reform Act applicable to services are rendered in New York State), pool charges, and/or covered lives assessments may be covered under the stop loss policy if such charges are considered a claim cost. Florida Blue is not responsible for the filing, and/or payment of any assessment for which Florida Blue is not directly liable including but not limited to the New Hampshire Vaccine Assessment as modified by NH HB 664.
- All standard Policy provisions apply. The laws of the state where the policy is issued will apply. Certain exclusions and limitations may apply.
- Retirees are included in the stop loss coverage.
- This proposal will expire on the proposed effective date.
- The dollar value of the minimum attachment point shown above is representative. The actual value of the minimum attachment point will be calculated according to the terms of the stop loss policy.
- Unless otherwise limited or excluded by the stop loss policy or under the Individual Special Requirements, eligible claim expenses under the stop loss policy will follow the covered underlying plan, up to the proposed Specific Benefit Maximum.
- The Agent is properly licensed and appointed by Florida Blue.
- The initial rates are guaranteed for the proposed policy period unless otherwise noted.
- There are not more than 15% COBRA participants.

Qualifications

- Any stop loss insurance requested and requested effective date of that coverage must be approved by us under our current rules and practices.
- Both the premium rates and the aggregate factors are subject to change should the number of employees change by 10% or more, either in total and/or by single/family mix.
- If the descriptions of the benefits or plan provisions differ from what was initially utilized to underwrite the risk, an updated Plan Document or other acceptable plan description is required within 30 days of the proposed effective date, and the premium rates and aggregate factors may be subject to re-rating, retro-active to the effective date.
- Quote assumes the Plan Document will include traditional industry provisions and definitions including, but not limited to the following: eligibility, HIPAA, termination provisions, extension for leave of absence or disability, FMLA, subrogation, transplants, COB, exclusions for job related injuries, experimental and cosmetic treatment, felonies, usual and customary charges, war, not medically necessary, traveling outside of the U.S. solely for the purpose of receiving medical care. In the event that a Plan Document is not available within 30 days from the proposed effective date, we reserve the right to issue the Policy assuming standard exclusions will apply.
- HIPAA Privacy rules permit the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Plan Sponsor as part of "Health care operations". Florida Blue will use this information solely for the purpose of evaluating and accepting the risk and will not disclose any PHI collected except to perform this risk evaluation.

underwritten by Florida Blue, Jacksonville, FL and is administered by HM Life Pittsburgh. HM
Company is

KMC

Attachment: E8 Additional information (18468 : Ratify Signature of County Administrator on Insurance Renewal)

Florida Blue

An Independent Licensee of the
Blue Cross and Blue Shield Association

STOP LOSS PROPOSAL FOR
Citrus County, Florida

- The rates and factors in this proposal are based on the disclosure of all individuals considered a special enrollee due to having previously satisfied the plan's lifetime maximum. Written acceptance by Florida Blue must be acknowledged before terms of coverage for such individuals are included under Florida Blue's stop loss policy.
- Any stop loss policy issued by us may be rescinded or re-underwritten if any information requested in connection with this proposal was intentionally concealed or misrepresented by or on behalf of the Applicant and/or the Applicant's Agent, or if the Applicant and/or the Applicant's Agent commits fraud.
- As used above: An "Agent" is the Applicant's representative, including but not limited to, the agent, producer or broker of record, or Claims Administrator. The "Applicant" is the entity, or that entity's authorized representative, that has contracted with us to provide stop loss coverage. A "Claims Administrator" is a third party administrator (TPA) designated by the Applicant and approved by us. "Claim Information" consists of Complete Details of the data requested by us in connection with this proposal following a Diligent Review; such information includes but is not limited to Know or potential catastrophic claims, large claims and/or shock losses. "Complete Details" includes the name, social security number (or unique identifier), date of birth, diagnosis, prognosis (unless prognosis cannot be obtained due to reasons beyond your or your Claims Administrator's control) of the plan's participants and the name of the provider providing treatment to any such participant covered by or eligible for coverage. A "Diligent Review" consists of a complete review by you, and/or your Claims Administrator and/or your Agent prior to the date Known or potential catastrophic claims, large claims and/or shock losses are requested by us in connection with this proposal. "Disclosure" consists of Complete Details and any other documentation requested by us in connection with this proposal following a Diligent Review including but not limited to census information and Claim Information. We consider information in connection with this proposal "Known" if, prior to the date or dates we request such information (including but not limited to Disclosure and Claim Information) a reasonable person can assume that you, and/or your Claims Administrator and/or your Agent had knowledge of any information that affects or may affect the administration or underwriting of any coverage issued following acceptance of coverage by us.

Attachment: E8 Additional information (18468 : Ratify Signature of County Administrator on Insurance Renewal)

is ... Florida Blue, ... and is ... by HM Life ... Company is ...

ADDITIONAL INFORMATION
ITEM E 8 DATE 9-28-21

AGENDA MEMORANDUM

FROM:	June Randall, HR Director
SUBJECT:	Insurance Renewal
AGENDA DATE:	**September 28, 2021**

BRIEF OVERVIEW:

Each year, Human Resources along with our Insurance Broker review the County's insurance program to make sure that we have adequate and appropriate levels of coverage.

We are requesting the New York Life Insurance Agreement (formally Cigna Life Insurance) to be renewed with no change in premiums for 24 months. The agreement will expire on October 1, 2023.

The current Administrative Services Agreement through Florida Blue/HM Life included a 3% increase on October 1, 2021, and an additional 3% on October 1, 2023. Gehring Group negotiated the agreement to remove the 3% increase on October 1, 2021. The agreement was also extended from 2024 to 2025. Upon October 1, 2024 renewal, Florida Blue will provide the County with $25,000.00 in wellness money to be used in accordance with Administrative Regulation 7.24.

The current Stop-Loss Policy through Florida Blue/HM Life covers the County if any individual claim exceeds $200,000. The initial proposed increase was 36%. This proposed increase was the result of multiple high-cost claims that were incurred in the current year and concern over several ongoing claims, one of which is expected to recur at over $600,000 per year. Gehring Group requested proposals from alternate carriers but due to the projected ongoing risk the proposal for the current program was the most competitive. The renewal for the stop loss was negotiated down to a 28% increase. The Stop Loss Policy is being renewed for one year with an expiration date of September 30, 2022 and there are no recommendations to change the level of coverage or the carrier.

BUDGET IMPACT/FUNDING SOURCE:

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

Attachment: Insurance Renewal (18468 : Ratify Signature of County Administrator on Insurance Renewal)

RECOMMENDED ACTION:

a. Approve and authorize the renewal of the agreement between Citrus County, Florida and New York Life insurance with an expiration of September 30, 2023 with no increase.

b. Approve and authorize the renewal of the Administrative Services Agreement with an expiration on September 30, 2025 with a 3% increase on October 1, 2023.

c. Approve and authorize the renewal of the Stop Loss policy with an expiration of September 30, 2022 with a 28% increase.

Attachment: Insurance Renewal (18468 : Ratify Signature of County Administrator on Insurance Renewal)

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on September 28, 2021 is by and between Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue (hereinafter called "Florida Blue") and Citrus County, a political subdivision of the State of Florida. In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between the Florida Blue and the Employer (hereinafter "Agreement") effective October 1, 2009 is amended as follows:

1. The first paragraph of the Administrative Services Agreement is hereby amended changing the Employer's name to Citrus County Board of County Commissioners, a political subdivision of the State of Florida.

2. Section I, subsection 1.1, is hereby amended to extend the term of the Group Health Plan until September 30, 2025 unless the Agreement is terminated earlier in accordance with the terms of the Agreement.

3. Exhibit B to the Agreement is hereby amended, effective October 1, 2021. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.

4. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties.

BLUE CROSS AND BLUE SHIELD FLORIDA, INC. D/B/A FLORIDA BLUE	CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida
By: Carlton H. Lloyd	By: Charles R. Oliver
Title: VP, Sales	Title: Chairman, Scott E. Carnahan
Date: September 20,2021	Date: September 28, 2021

Attachment: Insurance Renewal (18468 : Ratify Signature of County Administrator on Insurance Renewal)

Florida Blue

An Independent Licensee of the
Blue Cross and Blue Shield Association

STOP LOSS PROPOSAL FOR
Citrus County, Florida

Sales Representative: George Eppl
Broker: Gehring Group Inc
TPA: Florida Blue

Effective Date: 10/01/2021
Through Date: 09/30/2022

Provider Network(s): Florida Blue
Utilization Review Vendor(s): Florida Blue

Specific: (Check one)	Lives	Current	☒ Renewal	☐ Option 1	☐ Option 2
Specific Deductible (per Covered Participant)		$200,000	$200,000	$225,000	$250,000
Policy Year Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Lifetime Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Covered Benefits		Med, Rx Card	Med, Rx Card	Med, Rx Card	Med, Rx Card
Specific Premium					
Single Rate	625	$60.74	$78.03	$63.17	$56.32
Family Rate	161	$155.83	$202.32	$166.11	$150.10
Total Lives	**786**				
Estimated Contract Specific Premium		$756,614	$976,107	$794,700	$712,393
Contract Basis		144/12	156/12	156/12	156/12
Commission		0.00%	0.00%	0.00%	0.00%
Aggregate: (Include? ☐ Yes ☐ No)					
Covered Benefits		Med, Rx Card	Med, Rx Card	Med, Rx Card	Med, Rx Card
Policy Year Maximum		$1,000,000	$1,000,000	$1,000,000	$1,000,000
Aggregate Factors					
Single Med, Rx Card Factor	625	$549.50	$608.71	$613.58	$617.23
Family Med, Rx Card Factor	161	$1,318.79	$1,460.89	$1,472.58	$1,481.34
Estimated Contract Attachment Point	**786**	$6,669,152	$7,387,764	$7,446,875	$7,491,174
Estimated Contract Minimum Attachment Point (100%)		$6,669,152	$7,387,764	$7,446,875	$7,491,174
Aggregate Corridor		125%	125%	125%	125%
Contract Basis		144/12	156/12	156/12	156/12
Aggregate Premium					
Composite Rate	786	$4.74	$5.25	$5.37	$5.49
Aggregate Terminal Liability Fee*			$.65	$.65	$.65
Estimated Contract Aggregate Premium	**786**	$44,708	$49,518	$50,650	$51,782
Commission		0.00%	0.00%	0.00%	0.00%
Total Combined Estimated Contract Premium		**$801,321**	**$1,025,625**	**$845,349**	**$764,175**

* Included in Aggregate rate(s).

Note: This proposal is not complete unless accompanied by the proposal notes and the basis of offer noted on the following pages.

Individual Special Requirements:

Attachment: Insurance Renewal (18468 : Ratify Signature of County Administrator on Insurance Renewal)

Florida Blue

An Independent Licensee of the
Blue Cross and Blue Shield Association

STOP LOSS PROPOSAL FOR
Citrus County, Florida

PROPOSAL NOTES

- The rates and factors in this proposal are firm. Please provide a signed proposal.
- Large claim data must be submitted for any claims that are at or have the likelihood to exceed 50% of the group specific deductible. Large claim data must include: age, sex, diagnosis, prognosis, treatment plan, case management notes (if applicable), Pre-Cert and paid/pended claims.
- This proposal includes Specific and Aggregate Terminal Liability. If this option is elected at least 15 days prior to the end of the policy, the policy will be amended to cover an additional three months of run-out claims. The additional aggregate attachment point for Terminal Funding is determined by applying the in force claim liability factors times 115% to the number of covered units under the plan for three months prior to the termination date. This additional aggregate attachment point is then added to the existing annual aggregate attachment point to determine the total Terminal Funding Liability level.
- The Estimated Contract Attachment Point includes the Aggregate Corridor level as shown. To determine Estimated Expected Claims, you may divide the Attachment Point or Attachment factors by the corridor level.
- Human Organ Transplant benefits are payable in accordance with the underlying plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.

PROPOSAL ACCEPTANCE

Leave of Absence (LOA) Policy for eligible employees is: _____ Days or _____ Weeks or _____ Other and it is to be applied once per plan year per member and only after FMLA allowance is exhausted. Leave Of Absence allowance need not be used in consecutive days, but total time not actively at work during the plan year as a whole must not exceed the above outlined allowance plus the 90 day FMLA allowance.

In the absence of Leave of Absence language in the group plan document, the above will be considered as the LOA policy as it relates to Stop Loss Eligibility and continuation of coverage only. Any subsequent changes must be approved by Florida Blue at least 30 days in advance of the effective date of the change. Failure to notify Florida Blue of your company's policy changes for Leave of Absence may result in a possible Stop Loss claim denial. Upon exhaustion of LOA benefits as described above, to continue Stop Loss eligibility members must be offered COBRA as outlined in the "Continuation of Coverage Under Cobra" section in your Group Benefit Book. All other eligibility requirements beyond the LOA allowance described here are outlined in the Group Benefit Book and apply to the Stop Loss in their entirety.

Please acknowledge acceptance of the terms in this proposal by signing and returning by 08/19/2021 (no signed proposal will be accepted after the effective date). Please also indicate which option is chosen and whether Aggregate is to be included, by checking the appropriate boxes on the previous page. Failure to remit the signed agreement within the same period will result in updated large claim disclosure (and claims) being required for our review. All payments after the effective date of this policy, found on the previous page, must use the rates selected. Any deviation from the rates specified could result in an underpayment leading to a possible policy cancellation.

Signature: Charles R. Oliver Title: Chairman, Scott E. Carnahan

Accepted on the 28th day of September, 20 21

Attachment: Insurance Renewal (18468 : Ratify Signature of County Administrator on Insurance Renewal)

Florida Blue

An Independent Licensee of the
Blue Cross and Blue Shield Association

STOP LOSS PROPOSAL FOR
Citrus County, Florida

Sales Representative:	George Eppl	**Effective Date:**	10/01/2021
Broker:	Gehring Group Inc	**Through Date:**	09/30/2022
TPA:	Florida Blue		
Provider Network(s):	Florida Blue		
Utilization Review Vendor(s):	Florida Blue		

Specific: (Check one)	**Lives**	☐ **Option 3**	☐ **Option 4**	☐ **Option 5**
Specific Deductible (per Covered Participant)		$200,000	$225,000	$250,000
Policy Year Maximum Specific Benefit		Unlimited	Unlimited	Unlimited
Lifetime Maximum Specific Benefit		Unlimited	Unlimited	Unlimited
Covered Benefits		Med, Rx Card	Med, Rx Card	Med, Rx Card
Specific Premium				
Single Rate	625	$66.05	$51.25	$44.46
Family Rate	161	$171.23	$134.77	$118.50
Total Lives	**786**			
Estimated Contract Specific Premium		$826,191	$644,751	$562,392
Contract Aggregating Specific Loss Fund		$150,000	$150,000	$150,000
Contract Basis		156/12	156/12	156/12
Commission		0.00%	0.00%	0.00%
Aggregate: (Include? ☐ Yes ☐ No)				
Covered Benefits		Med, Rx Card	Med, Rx Card	Med, Rx Card
Policy Year Maximum		$1,000,000	$1,000,000	$1,000,000
Aggregate Factors				
Single Med, Rx Card Factor	625	$608.71	$613.58	$617.23
Family Med, Rx Card Factor	161	$1,460.89	$1,472.58	$1,481.34
Estimated Contract Attachment Point	**786**	$7,387,764	$7,446,875	$7,491,174
Estimated Contract Minimum Attachment Point (100%)		$7,387,764	$7,446,875	$7,491,174
Aggregate Corridor		125%	125%	125%
Contract Basis		156/12	156/12	156/12
Aggregate Premium				
Composite Rate	786	$5.25	$5.37	$5.49
Aggregate Terminal Liability Fee*		$.65	$.65	$.65
Estimated Contract Aggregate Premium	**786**	$49,518	$50,650	$51,782
Commission		0.00%	0.00%	0.00%
Total Combined Estimated Contract Premium		**$875,709**	**$695,400**	**$614,174**

* Included in Aggregate rate(s).

Note: This proposal is not complete unless accompanied by the proposal notes and the basis of offer noted on the following pages.

Individual Special Requirements:

Attachment: Insurance Renewal (18468 : Ratify Signature of County Administrator on Insurance Renewal)

Florida Blue

An Independent Licensee of the
Blue Cross and Blue Shield Association

STOP LOSS PROPOSAL FOR
Citrus County, Florida

PROPOSAL NOTES (For Option 3 - 5)

- The rates and factors in this proposal are firm. Please provide a signed proposal.
- Large claim data must be submitted for any claims that are at or have the likelihood to exceed 50% of the group specific deductible. Large claim data must include: age, sex, diagnosis, prognosis, treatment plan, case management notes (if applicable), Pre-Cert and paid/pended claims.
- This proposal includes Specific and Aggregate Terminal Liability. If this option is elected at least 15 days prior to the end of the policy, the policy will be amended to cover an additional three months of run-out claims. The additional aggregate attachment point for Terminal Funding is determined by applying the in force claim liability factors times 115% to the number of covered units under the plan for three months prior to the termination date. This additional aggregate attachment point is then added to the existing annual aggregate attachment point to determine the total Terminal Funding Liability level.
- The Estimated Contract Attachment Point includes the Aggregate Corridor level as shown. To determine Estimated Expected Claims, you may divide the Attachment Point or Attachment factors by the corridor level.
- The specific rates in this proposal are based on an aggregating specific arrangement. Total Specific Liability includes estimated contract specific premium and the aggregating specific fund.
- Human Organ Transplant benefits are payable in accordance with the underlying plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.

PROPOSAL ACCEPTANCE

Leave of Absence (LOA) Policy for eligible employees is: _____ Days or _____ Weeks or _____ Other and it is to be applied once per plan year per member and only after FMLA allowance is exhausted. Leave Of Absence allowance need not be used in consecutive days, but total time not actively at work during the plan year as a whole must not exceed the above outlined allowance plus the 90 day FMLA allowance.

In the absence of Leave of Absence language in the group plan document, the above will be considered as the LOA policy as it relates to Stop Loss Eligibility and continuation of coverage only. Any subsequent changes must be approved by Florida Blue at least 30 days in advance of the effective date of the change. Failure to notify Florida Blue of your company's policy changes for Leave of Absence may result in a possible Stop Loss claim denial. Upon exhaustion of LOA benefits as described above, to continue Stop Loss eligibility members must be offered COBRA as outlined in the "Continuation of Coverage Under Cobra" section in your Group Benefit Book. All other eligibility requirements beyond the LOA allowance described here are outlined in the Group Benefit Book and apply to the Stop Loss in their entirety.

Please acknowledge acceptance of the terms in this proposal by signing and returning by 08/19/2021 (no signed proposal will be accepted after the effective date). Please also indicate which option is chosen and whether Aggregate is to be included, by checking the appropriate boxes on the previous page. Failure to remit the signed agreement within the same period will result in updated large claim disclosure (and claims) being required for our review. All payments after the effective date of this policy, found on the previous page, must use the rates selected. Any deviation from the rates specified could result in an underpayment leading to a possible policy cancellation.

Signature: Charles R. Oliver Title: Chairman, Scott E, Carnahan

Accepted on the 28th day of September, 20 21

Attachment: Insurance Renewal (18468 : Ratify Signature of County Administrator on Insurance Renewal)

Florida Blue

An Independent Licensee of the
Blue Cross and Blue Shield Association

STOP LOSS PROPOSAL FOR
Citrus County, Florida

initials: _____ date: _____

BASIS OF OFFER

Assumptions

- Aggregate coverage is only available when purchased with Specific coverage.
- This proposal is subject to revision if there is a change in effective or renewal dates, or a change in the plan of benefits.
- This proposal is based on the utilization of the Provider Network(s) and the Utilization Review Vendor(s) listed on this proposal.
- This proposal assumes a minimum participation level of 75% applies for all eligible enrollees under a contributory plan, and 100% under a non-contributory plan.
- This proposal assumes the plan of benefits includes a pre-certification, utilization review and large case management program.
- This proposal is based on a description of the employee benefit plan(s) provided and approved by Florida Blue, employee and dependent census data, plus any other information relevant to the underwriting risk. If any of the information was incorrect or changes the risk involved, the rates and factors will be modified, and the specific and aggregate claims will be adjusted accordingly.
- Surcharges (including the bad debt and charity surcharge portion of the New York Reform Act applicable to services are rendered in New York State), pool charges, and/or covered lives assessments may be covered under the stop loss policy if such charges are considered a claim cost. Florida Blue is not responsible for the filing, and/or payment of any assessment for which Florida Blue is not directly liable including but not limited to the New Hampshire Vaccine Assessment as modified by NH HB 664.
- All standard Policy provisions apply. The laws of the state where the policy is issued will apply. Certain exclusions and limitations may apply.
- Retirees are included in the stop loss coverage.
- This proposal will expire on the proposed effective date.
- The dollar value of the minimum attachment point shown above is representative. The actual value of the minimum attachment point will be calculated according to the terms of the stop loss policy.
- Unless otherwise limited or excluded by the stop loss policy or under the Individual Special Requirements, eligible claim expenses under the stop loss policy will follow the covered underlying plan, up to the proposed Specific Benefit Maximum.
- The Agent is properly licensed and appointed by Florida Blue.
- The initial rates are guaranteed for the proposed policy period unless otherwise noted.
- There are not more than 15% COBRA participants.

Qualifications

- Any stop loss insurance requested and requested effective date of that coverage must be approved by us under our current rules and practices.
- Both the premium rates and the aggregate factors are subject to change should the number of employees change by 10% or more, either in total and/or by single/family mix.
- If the descriptions of the benefits or plan provisions differ from what was initially utilized to underwrite the risk, an updated Plan Document or other acceptable plan description is required within 30 days of the proposed effective date, and the premium rates and aggregate factors may be subject to re-rating, retro-active to the effective date.
- Quote assumes the Plan Document will include traditional industry provisions and definitions including, but not limited to the following: eligibility, HIPAA, termination provisions, extension for leave of absence or disability, FMLA, subrogation, transplants, COB, exclusions for job related injuries, experimental and cosmetic treatment, felonies, usual and customary charges, war, not medically necessary, traveling outside of the U.S. solely for the purpose of receiving medical care. In the event that a Plan Document is not available within 30 days from the proposed effective date, we reserve the right to issue the Policy assuming standard exclusions will apply.
- HIPAA Privacy rules permit the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Plan Sponsor as part of "Health care operations". Florida Blue will use this information solely for the purpose of evaluating and accepting the risk and will not disclose any PHI collected except to perform this risk evaluation.

underwritten by Florida Blue, Jacksonville, FL and is administered by HM Life Pittsburgh. HM
Company is

KMC

Attachment: Insurance Renewal (18468 : Ratify Signature of County Administrator on Insurance Renewal)

Florida Blue

An Independent Licensee of the
Blue Cross and Blue Shield Association

STOP LOSS PROPOSAL FOR
Citrus County, Florida

- The rates and factors in this proposal are based on the disclosure of all individuals considered a special enrollee due to having previously satisfied the plan's lifetime maximum. Written acceptance by Florida Blue must be acknowledged before terms of coverage for such individuals are included under Florida Blue's stop loss policy.
- Any stop loss policy issued by us may be rescinded or re-underwritten if any information requested in connection with this proposal was intentionally concealed or misrepresented by or on behalf of the Applicant and/or the Applicant's Agent, or if the Applicant and/or the Applicant's Agent commits fraud.
- As used above: An "Agent" is the Applicant's representative, including but not limited to, the agent, producer or broker of record, or Claims Administrator. The "Applicant" is the entity, or that entity's authorized representative, that has contracted with us to provide stop loss coverage. A "Claims Administrator" is a third party administrator (TPA) designated by the Applicant and approved by us. "Claim Information" consists of Complete Details of the data requested by us in connection with this proposal following a Diligent Review; such information includes but is not limited to Know or potential catastrophic claims, large claims and/or shock losses. "Complete Details" includes the name, social security number (or unique identifier), date of birth, diagnosis, prognosis (unless prognosis cannot be obtained due to reasons beyond your or your Claims Administrator's control) of the plan's participants and the name of the provider providing treatment to any such participant covered by or eligible for coverage. A "Diligent Review" consists of a complete review by you, and/or your Claims Administrator and/or your Agent prior to the date Known or potential catastrophic claims, large claims and/or shock losses are requested by us in connection with this proposal. "Disclosure" consists of Complete Details and any other documentation requested by us in connection with this proposal following a Diligent Review including but not limited to census information and Claim Information. We consider information in connection with this proposal "Known" if, prior to the date or dates we request such information (including but not limited to Disclosure and Claim Information) a reasonable person can assume that you, and/or your Claims Administrator and/or your Agent had knowledge of any information that affects or may affect the administration or underwriting of any coverage issued following acceptance of coverage by us.

Attachment: Insurance Renewal (18468 : Ratify Signature of County Administrator on Insurance Renewal)

is [illegible] Florida Blue, [illegible] and is [illegible] by HM Life [illegible]
Company is [illegible]

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Release of Lien
AGENDA DATE:	**October 12, 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# 1005736	David M. & Jodie L. Walton
AK# 1084121	Heather E. Holloway
AK# 1135940	Isabelle F. Dean
AK# 1191947	Eduardo Feria Cantillo
AK# 1493536	Julie A Revel a/k/a Julie Ann Valenty
AK# 1519730	John E. McGlone & Gary D. Martin
AK# 1588782	Janice L. Tuten
AK# 1710006	Karen L. McQuaig Rousseau, Archie E. Overbeck & Ivy Teresa Moore; Kevin Brackin
AK# 2029331	Christopher J. Trapuzzano
AK# 2277319	Daniel E. Gower
AK# 2339730	Deborah A. Sparkman
AK# 2378905	James & Melanie Spencer; John A Palumbo
AK# 2384557	Donald R. & Roneka L. Adkins
AK# 2393661	Toby Arment; 5T Wealth Partners LP

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
N/A	N/A	N/A	N/A	N/A	N/A

RECOMMENDED ACTION:

a. Approve and Authorize the Chairman to execute 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 04/14/2020 in BK 3053 PG 930 by Citrus County Code Compliance on real property described as Alt Key 1005736; PEARSONS BLACK CREEK UNREC SUB LOT 117 COM AT THE MOST E'LYCOR OF LOT 1, OF ST MARTIN'S ESTUARY RETREATS, UNIT NO. 3,A CCORDING TO THE MAP OR PLAT THEREOF REC IN PLAT BK 4, PG87, PUBLIC REC OF CITRUS COUNTY, TH S 21DEG 02M 27S W ALONGTHE SE'LY LINE OF SAID LOT 1, A DIS OF 86.67 FT, TH S 46DEG56M 30S E 107.87 FT TO A PT ON THE E'LY R/W LINE OF ACOUNTY RO AD, TH ALONG SAID R/W LINE THE FOLLOWING COURSEAND DIS: N 2 1DEG 02M 27S E 457.79 FT, TH N 25DEG 01M 53S W187.55 FT, TH N 38DEG 45M 57S E 546.03 FT, TH N 28DEG 59M43S W 37.37 FT, TH LEAVING SAID R/W LINE S 89DEG 48M 43S E18.66 FT, TH S 5 4DEG 50M 53S E 453.06 FT TO THE POB, THCONT S 54DEG 53S E 6 0 FT, TH S 35DEG 09M 07S W 125 FT,MORE OR LESS, TO THE WTR OF A CANAL, TH N 54DEG 50M 53S WALONG SAID WTR, A DIS OF 60 FT TO A PT THAT BEARS S 35DEG09M 07S E 125 FT, MORE OR LES S, TO THE POB DESC IN OR BK1457 PG 2151, 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 2473 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 **David M. & Jodie L. Walton** 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 - Release of Liens (18385 : 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 926 by Citrus County Code Compliance on real property described as Alt Key 1084121; OAK KNOLL UNREC SUB TRACTS 1 & 2 DESC AS FOLLOWS: COMM AT S1/4 OF SEC 24-18-17 THN N 89DEG 35M 54S W ALG S LN OF SEC24 669.62FT TO SE CRN OF W 1/2 OF SW 1/4 OF SE 1/4 THN N0DEG 09M 21S W ALG E LN OF W 1/2 OF SW 1/4 OFSE 1/4 OF SEC24 249.90FT THN N 89DEG 57M 09S W 160FT TO POB THN CONT N89DEG 57M 09S W 149.57FT THN N 0DEG 06M 06S W 160FT THN S89DEG 57M 09S E 149.42FT THN S 0DEG 09M 21S E 160FT TO POBDESC IN OR BK 856 PG 389 & OR BK 1748 PG 1097, 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 2460 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 **Heather E. Holloway** 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 - Release of Liens (18385 : 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 10/12/2018 in BK 2932 PG 1628 by Citrus County Code Compliance on real property described as Alt Key 1135940; VILLA TER UNIT 11 OF HOMOSASSA LOT 16 BLK 348 DESC IN OR BK697 PG 83, 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 2443 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 **Isabelle F. Dean** 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 - Release of Liens (18385 : 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 10/10/2019 in BK 3010 PG 1823 by Citrus County Code Compliance on real property described as Alt Key 1191947; ORANGE GROVE ESTATES UNREC SUBD TRACT 48 SITUATED IN LOT60 DESC AS FOL: COM AT SW COR OF LOT 60 RIVER HEIGHTS PB1PG 57, TH N 272.79 FT AL W BDRY OF LOT 60, TH N 88 DEG 57M0S E 1082.38 FT FOR POB, TH N 1 DEG 23M 5S W 222.75 FT, THN 88 DEG 57M 0S E 143.00FT, TH E'LY 36.93 FT THRU A CNTRLANG OF 1 DEG 39M 18S AL A TANGENT CURVE CONC TO N HAVINGRAD OF 1278.42 FT, TH S 1 DEG 23M 5S 223.5 FT, TH S 88 DEG57M 0S W 180 FT TO POB - TITLE IN OR BK 2658 PG 2366EASE IN OR BK 336/79-TOGETHER WITH EASE AND RIGHT OF USE TOLOT 45 RIVER HEIGHTS PB1/57 IN PERPETUITY FOR THE PURPOSEOF INGRESS AND EGRESS TO THE WATERS OF WITHLACOOCHEE RIVERTOGETHER WITH RIGHT TO LAUNCH AND LOAD BOATS FROM RAMPLOCATED ON EASE PER EASE/AGREE 7-1-72 IN OR BK 329/722, 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 2424 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 **Eduardo Feria Cantillo** 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 - Release of Liens (18385 : 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 12/23/2019 in BK 3026 PG 2377 by Citrus County Code Compliance on real property described as Alt Key 1493536; NEW FAIRMONT UNREC SUB LOT 13 DESC IN OR BK 1164 PG 2063, 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 2466 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 **Julie A. Revel a/k/a Julie Ann Valenty** 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 - Release of Liens (18385 : 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 07/05/2019 in BK 2988 PG 603 by Citrus County Code Compliance on real property described as Alt Key 1519730; HOMOSASSA HILLS UNIT 2 PB 4 PG 128 LOT 20 BLK 26, 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 2464 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 **John E. McGlone & Gary D. Martin** 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 - Release of Liens (18385 : 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 02/17/2020 in BK 3039 PG 1768 by Citrus County Code Compliance on real property described as Alt Key 1588782; TANGLEWOOD PB 7 PG 111 LOTS 53 & 54, 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 2471 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 **Janice L. Tuten** 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 - Release of Liens (18385 : 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 10/11/2018 in BK 2932 PG 1073 by Citrus County Code Compliance on real property described as Alt Key 1710006; LOT E: COM AT NE COR OF BLK A CORNISH ESTS PB 2 PG 52, TH SAL W R/W LN OF HARVARD AVE ON PB 175.3 FT TO POB, TH S ALR/W 122.16 FT TO PT ON NW'LY R/W LN OF RUGBY AVE BEING SECOR OF LT 1 SHELLHORNS MAGNOLIA ACRES PB 2 PG 131, TH S 72DEG 5 M 30S W AL NW'LY R/W 125 FT, TH N 23 DEG 57M 23S W161.5 F T, TH N 86 DEG 7M E 184.22 FT TO POB DESC IN OR BK1318 PG 1525 OR BK 2177 PG 439, 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 2423 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 **Karen L. McQuaig Rousseau, Archie E. Overbeck and Ivy Teresa Moore; Kevin Brackin** 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 - Release of Liens (18385 : 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 02/17/2020 in BK 3039 PG 1766 by Citrus County Code Compliance on real property described as Alt Key 2029331; HERNANDO CITY HTS PB 3 PG 111 LOTS 19 & 20 BLK H DESC IN ORBK 612 PG 1572,OR BK 630 PG 780,OR BK 634 PG 261,& OR BK 804 PG 1657 & OR BK 2657 PG 1559, 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 2470 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 **Christopher J. Trapuzzano** 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 - Release of Liens (18385 : 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 12/23/2019 in BK 3026 PG 2379 by Citrus County Code Compliance on real property described as Alt Key 2277319; NELSONS UNREC SUB LOT 11: COM AT SE COR OF N1/2 OF N1/2 OFSE1/4 OF NW1/4 OF SEC 22-20-20, TN S 88 DEG 28M 32S W AL SL N OF N1/2 OF N1/2 OF SE1/4 OF NW1/4 359.55 FT TO W'LY R/WLN OF 50 FT RD EASM, TN N 1 DEG 37M 26S W AL R/W 160 FT TOPOB , TN CONT N 1 DEG 37M 26S W AL W'LY R/W LN 80.0 FT, TNS 88 DEG 28M 32S W PAR TO S LN OF N1/2 OF N1/2 OF SE1/4 OFNW1/4 164.95 FT, TN S 3 DEG 45M 54S W 80.34 FT, TN N 88 DEG28M 32 S E PAR TO S LN 172.47 FT TO POB. TOGETHER WITHEASM OF REC MORE FULLY DESC IN OR BK 1350 PG 575, 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 2458 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 **Daniel E. Gower** 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 - Release of Liens (18385 : 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 09/05/2019 in BK 3002 PG 1095 by Citrus County Code Compliance on real property described as Alt Key 2339730; DUNNELLON HILLS PB 12 PG 46 LOT 14 BLK A, 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 2468 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 **Deborah A. Sparkman** 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 - Release of Liens (18385 : 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 09/21/2017 in BK 2853 PG 1054 by Citrus County Code Compliance on real property described as Alt Key 2378905; CRYSTAL ACRES PB 2 PG 119 LOT 8: COM AT NE COR OF LT 6 BLK13, TH S 2 DEG 18M 30S E 395.73 FT TO POB, TH S 2 DEG 18M30S E 131.91 FT, TH S 87 DEG 50M 42S W 165 FT, TH N 2 DEG18M 30S W 131.94 FT, TH N 87 DEG 51M 24S E 165 FT TO POBSUBJ TO EASM ACROSS W 15 FT DESC IN OR BK 918 PG 1464 & ORBK 1117 PG 223, in the public records of Citrus County, Florida.
3. A Claim of Lien for Special Assessment regarding the Order was recorded on 06/03/2019 in BK 2980 PG 1774 in the public records of Citrus County, Florida.
4. On 09/13/2019, the Board of County Commissioners filed in the public records Resolution No. 2019-078 (0146 Property Abatement Assessment) that levied a special assessment lien against certain lands. The Resolution was recorded in Official Record Book (ORB) 3004 Page 316, 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 **James and Melanie Spencer; John A Palumbo** 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 2019-078.

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 - Release of Liens (18385 : 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 10/25/2019 in BK 3013 PG 1249 by Citrus County Code Compliance on real property described as Alt Key 2384557; CINNAMON RIDGE UNIT 3 PB 12 PG 83 LOT 8 & S1/2 OF LOT 7 BLKC, 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 2421 in the public records of Citrus County, Florida.

4. On 08/25/2020, 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 **Donald R. & Roneka L. Adkins** 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 - Release of Liens (18385 : 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 07/05/2019 in BK 2988 PG 607 by Citrus County Code Compliance on real property described as Alt Key 2393661; LEISURE ACRES UNIT 1 LOT 2 OF WHIPOORWILL HILL UNREC SUB OFLOTS 45, 46 & 47: COM AT THE SE CORNER OF LT 45 BLK ALEISURE ACRES UNIT 1 TH N 89DEG 33M 21S W AL THE S LN OF SDLT 45 A DIS OF 117 FT TO THE POB TH CONT N 89DEG 33M 21S WAL THE S LN A DIS OF 117 FT TH N 0DEG 20M 57S W PARALLEL TOTHE E LN OF SD LT 45 A DIS OF 211.67 FTT H S 89DEG 33M 21SE PARALLEL TO SD S LN A DIS OF 117 FT TH S 0DEG 20M 57S EPARALLEL TO SD E LN A DIS OF 211.65 FT TO THE POB DESC INOR BK 1296 PG 1042 & OR BK 2610 PG 2016, 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 2416 in the public records of Citrus County, Florida.
4. On 08/25/2020, 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 **Toby Arment; 5T Wealth Partners LP** 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 - Release of Liens (18385 : Release of Lien)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Archangel Michael Greek Orthodox Church Fee Waiver Request
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

The Archangel Michael Greek Orthodox Church has requested that the Landfill tipping fees be waived for debris generated at their fund-raising 2021 Fall Festival Event to be held on October 15th, 16th, and 17th.

BUDGET IMPACT/FUNDING SOURCE:

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

The estimated maximum revenue waived would be $300.00.

RECOMMENDED ACTION:

Approve waiver of tipping fees for debris generated at the Archangel Michael Greek Orthodox Church fund-raising 2021 Fall Festival Event to be held on October 15th, 16th, and 17th.

METROPOLIS OF ATLANTA

Archangel Michael Greek Orthodox Church

4705 W. Gulf-to-Lake Blvd., Lecanto, FL, 34461 • Tel.: (352) 527-0766 • Fax: (352) 527-8487
Mailing Address: P.O. Box 241, Inverness, FL 34451-0241
Web: www.stmichaelgoc.org • E-mail: priest@stmichaelgoc.org or president@stmichaelgoc.org
Parish Priest: Rev. Fr. Michael Petrides Tel.: (352) 527-0766

September 20, 2021

Citrus County Board of County Commissioners
Caresse Kokosinski, Customer Service Specialist
Citrus County Solid Waste Management

Ingrid Grutter, Administrative Coordinator
Division of Solid Waste Management
230 W. Gulf to Lake Highway
Lecanto, FL 34461

VIA FAX to: (352) 527-7672

TO WHOM IT MAY CONCERN:

Archangel Michael Greek Orthodox Church is a charitable and religious organization recognized by the I.R.S. as a 501(c)3 organization.

As part of our fund-raising activities we hold two annual Greek Festivals. In 2021, we will be holding our Fall Festival on October 15th, 16th and 17th. We would anticipate that our disposal service (Advanced Disposal) would be disposing of the dumpsters on or about 10/18/21.

Please accept this letter as our request for a waiver of the tipping fees that may be involved with our trash disposal associated with our Greek Festival for 2021.

We sincerely appreciate your assistance and consideration in approving this request.

Sincerely

Constantina M. Mavros
President

Attachment: Fee waiver request Greek Orthodox Church (18423 : Archangel Michael Greek Orthodox Church Fee Waiver Request)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Release of Lien - Connection Fee Lien Agreement
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

Connection Charge Installment Lien Agreement recorded in: Official Record Book 2982 Page 1994 through page 1997 inclusive, in the name John & Barbara Pizzino, Official Record Book 3046 Page 16 through page 19 inclusive, in the name Donald Ray & Shannon Simmons, Official Record Book 2267 Page 867 through page 870 inclusive, in the name Leo J & Linnea L Bibeau, Official Record Book 2379 Page 1077 through page 1080 inclusive, in the name Jason Bibeau, Official Record Book 3147 Page 2139 through page 2142 inclusive, in the name Hudson Properties Inc., Official Record Book 2971 Page 1156 through page 1159 inclusive, in the name Lenora Combs, Official Record Book 2950 Page 471 through page 474 inclusive, in the name Thadd A Krick, Official Record Book 2629 Page 2261 through page 2264 inclusive, in the name John & Cynthia Livesay, Official Record Book 2866 Page 954 through page 957 inclusive, in the name Elmer & Hazel Hoopingarner, Official Record Book 2930 Page 2353 through page 2356 inclusive, in the name Arthur Green Jr., Official Record Book 3010 Page 1471 through page 1474 inclusive, in the name Delphine Lemon, Official Record Book 3019 Page 2078 through page 2081 inclusive, in the name John K & Ellina A Norris, and Official Record Book 3046 Page 12 through page 15 inclusive, in the name David Robert Long. 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: John & Barbara Pizzino, Donald Ray & Shannon Simmons, Leo J & Linnea L Bibeau, Jason Bibeau, Hudson Properties Inc., Lenora Combs, Thadd A Krick, John & Cinthia Livesay, Elmer & Hazel Hoopingarner, Arthur Green Jr., Delphine Lemon, John K & Ellina A Norris, and David Robert Long.

Attachment: RELEASE OF LIEN - Connection Lien Agreement Pizzino- Oct 12, 2021 (18432 : 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 June 11, 2019 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 2982 Page 1994 through 1997, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 2982 Page 1994 through 1997 inclusive:

   John & Barbara Pizzino
   9330 W Caravan Path - Site Address
   Crystal River, FL 34428
   9330 W Caravan Path – Mailing Address
   Crystal River, FL 34428

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2982 page 1994 through 1997 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 March 11, 2020 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 3046 Page 16 through 19, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 3046 Page 16 through 19 inclusive:

   Donald Ray & Shannon Simmons
   5883 W Nobis Cir - Site Address
   Homosassa, FL 34448
   5883 W Nobis Cir – Mailing Address
   Homosassa, FL 34448

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 3046 page 16 through 19 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 Simmons- Oct 12, 2021 (18432 : 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 Sept 30, 2010 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 2379 Page 1077 through 1080, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 2379 Page 1077 through 1080 inclusive:

   Jason Bibeau
   10473 S LeBaron Dr - Site Address
   Homosassa, FL 34448
   10871 S Riviera Point – Mailing Address
   Homosassa, FL 34448

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2379 page 1077 through 1080 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 Bibeau J- Oct 12, 2021 (18432 : 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 Feb 10, 2009 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 2267 Page 867 through 870, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 2267 Page 867 through 870 inclusive:

   Leo J & Linnea L Bibeau
   10275 S Riviera Dr - Site Address
   Homosassa, FL 34448
   10275 S Riviera Point – Mailing Address
   Homosassa, FL 34448

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2267 page 867 through 870 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 Bibeau L- Oct 12, 2021 (18432 : Release of Lien - Connection Fee Lien

Attachment: RELEASE OF LIEN - Connection Lien Agreement Hudson Properties- Oct 12, 2021 (18432 : 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 25, 2021 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 3147 Page 2139 through 2142, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 3147 Page 2139 through 2142 inclusive:

   Hudson Properties Inc
   6241 W Cardinal St - Site Address
   Homosassa, FL 34446
   124 N Main St – Mailing Address
   Chiefland, FL 32626

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 3147 page 2139 through 2142 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 Combs- Oct 12, 2021 (18432 : 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 April 23, 2019 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 2971 Page 1156 through 1159, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 2971 Page 1156 through 1159 inclusive:

   Lenora Combs
   2204 S Rock Crusher Rd - Site Address
   Homosassa, FL 34448
   1966 S Gleneagle Ter – Mailing Address
   Lecanto, FL 34461

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2971 page 1156 through 1159 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 Krick- Oct 12, 2021 (18432 : 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 Jan 10, 2019 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 2950 Page 471 through 474, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 2950 Page 471 through 474 inclusive:

   Thadd A Krick
   1101 N Dunkenfield Ave - Site Address
   Crystal River, FL 34429
   1101 N Dunkenfield Ave – Mailing Address
   Crystal River, FL 34429

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2950 page 471 through 474 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 Livesay- Oct 12, 2021 (18432 : 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 June 26, 2014 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 2629 Page 2261 through 2264, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 2629 Page 2261 through 2264 inclusive:

   John & Cynthia Livesay
   6625 W Pinedale Cir - Site Address
   Homosassa, FL 34448
   6625 W Pinedale Cir – Mailing Address
   Homosassa, FL 34448

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2629 page 2261 through 2264 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 April 27, 2018 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 2896 Page 954 through 957, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 2896 Page 954 through 957 inclusive:

   Elmer & Hazel Hoopingarner
   4100 E Lake Park Dr - Site Address
   Hernando, FL 34442
   11148 106th St – Mailing Address
   Largo, FL 33773

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2866 page 954 through 957 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 Hoopingardner- Oct 12, 2021 (18432 : 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 Oct 3, 2018 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 2930 Page 2353 through 2356, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 2930 Page 2353 through 2356 inclusive:

   Arthur Green Jr
   7035 W Teresa Lane - Site Address
   Crystal River, FL 34429
   7035 W Teresa Lane – Mailing Address
   Crystal River, FL 34429

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2930 page 2353 through 2356 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 Green- Oct 12, 2021 (18432 : Release of Lien - Connection Fee Lien Agreement)

Attachment: RELEASE OF LIEN - Connection Lien Agreement Lemon- Oct 12, 2021 (18432 : 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 Oct 10, 2019 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 3010 Page 1471 through 1474, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 3010 Page 1471 through 1474 inclusive:

   Delphine Lemon
   1483 S Rock Crusher Rd - Site Address
   Homosassa, FL 34448
   PO Box 574 – Mailing Address
   Crystal River, FL 34423

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 3010 page 1471 through 1474 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 Norris- Oct 12, 2021 (18432 : 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 Nov 21, 2019 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 3019 Page 2078 through 2081, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 3019 Page 2078 through 2081 inclusive:

   John K & Ellina A Norris
   9509 W Tom Mason Dr - Site Address
   Crystal River, FL 34428
   9509 W Tom Mason Dr – Mailing Address
   Crystal River, FL 34428

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 3019 page 2078 through 2081 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 March 11, 2020 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 3046 Page 12 through 15, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 3046 Page 12 through 15 inclusive:

   David Robert Long
   9290 W Red Valley Ct - Site Address
   Crystal River, FL 34428
   9290 W Red Valley Ct – Mailing Address
   Crystal River, FL 34428

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 3046 page 12 through 15 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 Long- Oct 12, 2021 (18432 : Release of Lien - Connection Fee Lien Agreement)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

Set public hearing for Plat Vacation application PV-21-05, Brenda McKenzie for Diamond Self-Storage Property I, LLC. The request is to vacate a portion of the platted utility easements lying in the Modelwood Park Plaza Replat, as recorded in Plat Book 20, Pages 63-64, public records of Citrus County, Florida.

The Planning and Development Commission will discuss the request on October 7, 2021.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

a. Set a public hearing on November 9, 2021, at 1:30 p.m. to consider application PV-21-05, Brenda McKenzie for Diamond Self-Storage Property I, LLC.

b. If approved, authorize the Chairman to execute the resolution setting the public hearing for PV 21-05.

Board of County Commissioners

DEPARTMENT OF GROWTH MANAGEMENT
3600 W. Sovereign Path, Lecanto, FL 34461-8070
(352) 527-5226 Fax (352) 527-5317
Web Address: www.citrusbocc.com

In reply, refer to: PL4-21-56

August 3, 2021

Brenda McKenzie
7232 E. Gospel Island Rd.
Inverness, FL 33450

RE: PV-21-05- PLAT VACATE, BRENDA MCKENZIE. FOR DIAMOND SELF STORAGE PROPERTY, LLC

Dear Ms. McKenzie:

The County Staff made the following recommendations on pending application **PV-21-05:**

Environmental Health has no objection to PV-21-05; however, this does not exempt the applicant from compliance with other Federal, State, or Local Permitting required for development of this property.

The Utilities Division has no objections to approval with the following comment:

> When/if building is constructed, project must connect to Citrus County's central water/sewer system.

The Land Section of the Division of Engineering has no objection to approval.

The Survey Section of the Division of Engineering, (Mark Thomas (352) 527-5544) has no objection to approval.

The Geographic Information Systems (GIS) Division has no objection to approval.

The Engineering Division has no objection to approval with the following conditions/comments:

1. Applicant needs to clarify the request. The application and petition reference the plat of Modelwood Park Plaza (PB 20-PG 63-64). Exhibit A of the proof of publication references the plat of Golden Gate Center (PB 17-PG 36-37).

Attachment: Agency Comments (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

2. Please clarify the specific easement(s) of the plat that are proposed to be vacated.

The Land Development Division has no objection to approval with the following conditions:

1. Inquiry has been sent to Duke Energy for clarification since letter only outlines one easement on-site. This will need to be corrected, and they advised they are reviewing for response.

2. Please clarify exact easements for vacation (i.e., those that also lie on Lots 10, 11, 12, 13 and/or 5, which appear to be outside of building footprint area?)

3. Provide corrected application sheet (references Golden Gate plat in error and AK for already-constructed storage site).

Therefore, I have made the following recommendation on the Plat Vacation **application PV-21-05:**

(X) APPROVAL WITH CONDITIONS

If you wish to resubmit via email, please contact our office at (352) 527-5239 or email the Land Development Coordinator for this application, Susan Wright, at susan.wright@citrusbocc.com.

Respectfully,

Joanna L. Coutu
Director
Land Development Division
Department of Growth Management

SW

cc: File – PV-21-05

Attachment: Agency Comments (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

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

TO: Joanna Coutu, AICP, Director, Land Development Division

FROM: Craig Stevens, Fire Chief

DATE: July 30, 2021

SUBJECT: **Plat Vacation Application Number PV-21-05, Brenda McKenzie for Diamond Self-Storage Property, LLC – vacate multiple utility easements throughout site – part of Modelwood Park Plaza Replat (Section 11, Township 18 South, Range 18 East)**

Please be advised that Citrus County Fire Rescue has no objection to the plat vacation as outlined above.

If I can be of further assistance, please do not hesitate to contact me.

RECEIVED
JUL 30 2021
PV-21-05
Land Development Division

Attachment: Agency Comments (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Mission:
To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts

HEALTH

Vision: To be the Healthiest State in the Nation

Ron DeSantis
Governor

Scott A. Rivkees, MD
State Surgeon General

MEMORANDUM

DATE: 07/22/2021

TO: Land Development Director

THROUGH: Planning Coordinator(s)

FROM: Environmental Health Director, Glenn "Will" Bryant

SUBJECT: No Objection to PV-21-05

Environmental Health has no objection to PV-21-05, however, this does not exempt the applicant from compliance with other Federal, State, or Local Permitting required for development of this property.

If further information is needed, please ask.

Sincerely,

GW Bryant

Will Bryant
Environmental Health Director
Environmental Health
3600 West Sovereign Path Suite 194
Lecanto, FL 34461
Phone 352-513-6102 Fax 352-527-5316

PV-21-05

Attachment: Agency Comments (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Joanna L. Coutu

From: Thompson, Devyn <DThompson@sheriffcitrus.org>
Sent: Friday, August 6, 2021 4:39 PM
To: Joanna L. Coutu
Subject: [EXTERNAL]PV-21-05
Attachments: PV-21-05.pdf

WARNING: This email originated from an external Domain DO NOT CLICK unless you recognize the sender and know the content is safe.

The Citrus County Sheriff's Office has no objection to Plat Vacation Application Number PV-21-05.

Devyn Thompson

9-1-1 Coordinator

Citrus County Sheriff's Office
3549 Saunders Way

Lecanto, FL 34461
+1 (352) 249-2702 Office

<http://www.sheriffcitrus.org/images/CCSO_S_Logo_250.png>
Follow us: Facebook <https://www.facebook.com/sheriffcitrus> / Twitter <https://www.twitter.com/sheriffcitrus> / Instagram <https://www.instagram.com/sheriffcitrus> / YouTube <https://www.youtube.com/user/sheriffs1043>

Attachment: Agency Comments (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239 TTY Dial 711
Web Address: www.citrusbocc.com

STREET/PLAT VACATION APPLICATION

Application No.: PV-21-05 Date: 1-11-2021

* Agent for Petitioner .

Applicant*
Name: BRENDA MCKENZIE
Address: 7232 E. GOSPEL ISLAND RD.
City: INVERNESS
State: FLORIDA Zip: 34450
Home No.: 726-0889 Cell No.: 601-0942
Work No.: 726-0889 Fax No.: N/A
Email: mckenziepermitting@gmail.com

Petitioner(s) DIAMOND SELF STORAGE
Name: PROPERTY LLC
Address: 1268 BAYSHORE BLVD.
City: DUNEDIN
State: FLORIDA Zip: 34698
Home No.: — Cell No.: 727-515-3475
Work No.: 727-515-3475 Fax No.: —
Email: Shannon.Smith@allfactsarefriendly.co

Property Description: Section: 11 Township: 18 South Range: 18 East
Legal Description: SEE ATTACHED
Subdivision: MODELWOOD PARK PLAT REPLAT Lot(s): Block/Parcel:
Alternate Key #: 2970685 Parcel ID: 18E18S110100C040

Is this hearing being requested as a result of a Code Violation Notice? Yes ____ No X
If "Yes", explain on a separate sheet and attach a copy of the Notice of Violation.

Applicant Request (purpose of vacation): N/A

Directions to the Property from Lecanto: 491 NORTH TO MODELWOOD TURN LEFT - SITE IS ON RIGHT

I DO HEREBY SWEAR THAT THE INFORMATION CONTAINED HEREIN AND THE ATTACHMENTS HERETO ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature: x Brenda McKenzie

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Brenda McKenzie who is personally known to me or provided _____ as identification and who did not take an oath.

WITNESS my hand and official seal this 8 day of March 2021

Lanette Ferdinand
Printed Name

Lanette Ferdinand
Notary Public - State of Florida

Seal

LANETTE FERDINAND
Commission # HH 040524
Expires January 5, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

For Staff Use Only
Date: 6/3
Time: 2:05 pm
Initials: JF

Phone Company: O Cable TV: O (to be provided)
Water Provider: Corr Sewer Provider: Corr
Gas Provider: ✓ Ownership and Encumbrance Report: _____
Required for Plat Vacations: _____ Proof of Publication: ✓ Proof of Paid Taxes: _____

Electric Service: ✓
Mosquito Control: ✓

* O & E to be submitted next week

PV-21-05

Attachment: Applicant Submittal (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Charter
COMMUNICATIONS

July 30, 2021

Brenda McKenzie
McKenzie Permitting & Consulting LLC.
7232 E Gospel Island Rd.
Inverness FL 34450

Re: Easement Vacate: Diamond Storage AKA Golden gate Center

Please be advised that Charter Communications has no objection to the easement vacate proposed on your request. I have enclosed your original request for your reference. Please let me know if I can be of further assistance.

Sincerely,

John Smith
Construction Coordinator
Charter Spectrum

Attachment: Applicant Submittal (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

MODELWOOD PARK PLAZA REPLAT

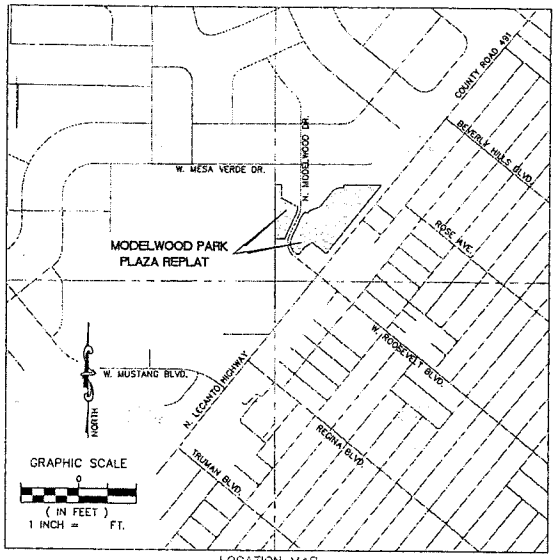
A REPLAT OF A PORTION OF MODELWOOD PARK PLAZA, A REPLAT OF MEDICAL OFFICE CENTER (PLAT BOOK 17, PAGE 113) AND A REPLAT OF TRACT 1, LOTS 1, 3 AND 5 OF GOLDEN GATE CENTER (PLAT BOOK 17, PAGE 36) AS RECORDED IN PLAT BOOK 18, PAGES 96 AND 97 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
LOCATED IN SECTION 11, TOWNSHIP 18 SOUTH, RANGE 18 EAST

LEGAL DESCRIPTION:
A REPLAT OF LOTS 4, 5, 6, TRACT "A" AND TRACT "B", OF MODELWOOD PARK PLAZA, AS RECORDED IN PLAT BOOK 18, PAGES 96 AND 97, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 2 AS SHOWN UPON SAID PLAT; THENCE RUN S 89°40'26" E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11 AND ALONG THE SOUTH BOUNDARY OF LOTS 2 AND 3, AS SHOWN ON THE PLAT OF MODELWOOD PARK PLAZA, AS RECORDED IN PLAT BOOK 18, PAGES 96 AND 97, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, A DISTANCE OF 391.82 FEET TO THE SOUTHEAST CORNER OF LOT 3 AS SHOWN ON SAID PLAT, SAID CORNER BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH LECANTO HIGHWAY (COUNTY ROAD 491), AND BEING 100.00 FEET FROM, MEASURED AT A RIGHT ANGLE, THE CENTERLINE OF SAID RIGHT-OF WAY; THENCE RUN N 39°08'31" E ALONG SAID WESTERLY RIGHT-OF -WAY LINE A DISTANCE OF 477.54 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING A CORNER ON THE EASTERLY BOUNDARY OF SAID LOT 4; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE LINE AND RUN ALONG THE EASTERLY BOUNDARY OF LOTS 4, 5 AND 6 AND TRACT "B", ALL AS SHOWN UPON SAID PLAT, A DISTANCE OF 1211.74 FEET TO THE NORTHEASTERLY CORNER OF SAID TRACT "B"; THENCE RUN N 89°39'45" W ALONG THE NORTH BOUNDARY OF SAID TRACT "B" AND ALONG THE NORTHERLY BOUNDARY OF SAID LOT 4 A DISTANCE OF 312.69 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 4; THENCE RUN S 00°20'15" W ALONG THE WESTERLY BOUNDARY OF SAID LOT 4 A DISTANCE OF 45.08 FEET; THENCE CONTINUE ALONG THE WESTERLY BOUNDARY OF SAID LOT 4 N 86°39'09" W A DISTANCE OF 49.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE IN A SOUTHERLY DIRECTION HAVING A RADIUS OF 132.55 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 53°54'05" A DISTANCE OF 124.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 66°23'44" W, 120.15 FEET); THENCE CONTINUE ALONG THE WESTERLY BOUNDARY OF SAID LOT 4 THE FOLLOWING COURSES AND DISTANCES: S 39°26'37" W, 271.84 FEET; S 70°00'31"W, 149.84 FEET; S 39°19'09" W, 50.36 FEET; N 50°52'24" W, 40.45 FEET AND S 39°07' 06" W, 73.52 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH MODELWOOD DRIVE AS SHOWN AS SAID PLAT; THENCE RUN S 24°12'45" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE WESTERLY BOUNDARY OF SAID LOT 4 A DISTANCE OF 323.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE IN AN EASTERLY DIRECTION AND HAVING A RADIUS OF 185.00 FEET; THENCE RUN EASTERLY ALONG SAID WESTERLY BOUNDARY AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 75°04'53" A DISTANCE OF 242.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 13°19'42" E, 225.45 FEET), SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH MODELWOOD DRIVE; THENCE RUN S 50°52'10" E ALONG SAID SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 4 A DISTANCE OF 246.68 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 4; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE CONTINUE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING COURSES AND DISTANCES: N 39°08'31" E, 156.72 FEET; N 58°01'15" E, 103.38 FEET AND S 50°52'10" E, 246.68 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED LANDS CONTAIN 562,188 SQUARE FEET (12.91 ACRES±).
AND,
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 2 AS SHOWN UPON THE PLAT OF MODELWOOD PARK PLAZA, AS RECORDED IN PLATBOOK 18, PAGES 96 AND 97, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE RUN N 00°00'30" W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 11 A DISTANCE OF 580.69 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "A" AND THE POINT OF BEGINNING; THENCE CONTINUE N 00°00'30" W ALONG SAID WEST LINE OF THE SOUTHWEST 1/4 AND ALONG THE WEST BOUNDARY OF TRACT "A" OF SAID PLAT, A DISTANCE OF 735.85 FEET TO THE NORTHWEST CORNER OF SAID TRACT "A"; THENCE RUN S 89°39'45" E ALONG THE NORTHERLY BOUNDARY OF SAID TRACT "A" A DISTANCE OF 98.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE EASTERLY BOUNDARY OF SAID TRACT "A": S 00°00'30" E, 165.00 FEET AND S 64°27'48" E, 234.84 TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID NORTH MODELWOOD DRIVE; SAID NORTH MODELWOOD DRIVE BEING A 80.00 FOOT WIDE PUBLIC RIGHT OF WAY, DEDICATED IN PLAT BOOK 17, PAGES 36 AND 37, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE CONTINUE ALONG SAID EASTERLY BOUNDARY AND WESTERLY RIGHT OF WAY LINE S 00°15'46" E A DISTANCE OF 33.73 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE IN A WESTERLY DIRECTION AND HAVING A RADIUS OF 227.04 FEET; THENCE RUN SOUTHERLY ALONG SAID EASTERLY BOUNDARY AND WESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 24°28'31" A DISTANCE OF 96.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 11°58'30" W 96.25 FEET); THENCE CONTINUE ALONG SAID EASTERLY BOUNDARY AND WESTERLY RIGHT OF WAY LINE S 24°12'45" W A DISTANCE OF 323.59 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE IN AN EASTERLY DIRECTION AND HAVING A RADIUS OF 265.00 FEET; THENCE RUN SOUTHERLY ALONG SAID EASTERLY BOUNDARY AND WESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AND THROUGH A CENTRAL ANGLE OF 10°30'58" A DISTANCE OF 48.64 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "A" (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 18°57'16" W 48.57 FEET); THENCE RUN S 89°57'47" W ALONG THE SOUTH BOUNDARY OF SAID TRACT "A" A DISTANCE OF 141.51 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED LANDS CONTAIN 148,725 SQUARE FEET (3.41 ACRES±).

NOTES:
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLAT OF MODELWOOD PARK PLAZA, AS RECORDED IN PLAT BOOK 18, PAGES 96 AND 97 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, WITH THE WESTERLY RIGHT-OF-WAY LINE OF N. LECANTO HIGHWAY (A.K.A. COUNTY ROAD 491) BEARING N 39°08'31" E AS SHOWN ON SAID PLAT.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12017C 0212 D, DATED SEPTEMBER 26, 2014, THIS PROPERTY LIES IN FLOOD ZONE 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. STORM WATER RUNOFF FROM THIS PROJECT AND OFFSITE, IN ACCORDANCE WITH THE MASTER DRAINAGE PLAN, WILL BE RETAINED IN TRACT "A", AS SHOWN ON THE PLAT OF MODELWOOD PARK PLAZA, AS RECORDED IN PLAT BOOK 18, PAGES 96 AND 97, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, PER CITRUS COUNTY ZONING APPROVAL NUMBER PDO-01-01 AND SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT PERMIT NO. 40111143.00
4. CENTRAL WATER AND SEWER SHALL BE PROVIDED BY THE DEPARTMENT OF WATER RESOURSES, CITRUS COUNTY, FLORIDA.
5. THIS SUBDIVISION IS PART OF A PLANNED DEVELOPMENT. THE DEVELOPMENT SHALL TAKE PLACE IN ACCORDANCE WITH CITRUS COUNTY ORDINANCE NUMBER 2001-A40 (PDO-01-01), AND AS AMENDED BY ORDINANCE NUMBER 2001-A.36 (CPA/AM-03-24 WITH PD OVERLAY), CITRUS COUNTY LAND DEVELOPMENT CODE IN EFFECT AT THE TIME, AND IS SUBJECT TO THE TERMS AND CONDITIONS THEREIN, UNLESS OTHERWISE AMENDED.
6. ALL DISTANCES SHOWN ON THIS PLAT ARE GROUND DISTANCES.
7. THE COORDINATES SHOWN HEREON ARE FLORIDA STATE PLANE WEST ZONE, AND ARE REFERENCED TO THE NORTH AMERICAN DATUM 1983, ADJUSTMENT OF 1999.
8. NO NEW STREETS OR WATER RETENTION AREAS HAVE BEEN CREATED BY THIS PLAT.
9. ALL REFERENCES TO THE PLAT OF MODELWOOD PARK PLAZA ARE PER THE PLAT THEREOF RECORDED IN PLAT BOOK 18, PAGES 96 AND 97, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
10. ALL REFERENCES TO THE PLAT OF GOLDEN GATE CENTER ARE PER THE PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGES 36 AND 37, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
11. THIS PLAT IS SUBJECT TO A STORMWATER DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1539, PAGES 815 THROUGH 817 AND A STORMWATER UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1539, PAGES 818 THROUGH 821, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

ABSTRACTOR'S CERTIFICATE:
I HEREBY CERTIFY THAT GOLDEN GATE BH PARTNERS, LLC, A FLORIDA LIMITED LIABILITY CORPORATION IS THE OWNER 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 NO ADDITIONAL EASEMENTS OR ENCUMBRANCES EXIST THAT WOULD AFFECT THE PLATTING PROCESS OF THESE LANDS.
BY: _____ DATE: 11-26-19
Teri Lynn Diehl
PRINTED NAME AND TITLE Manager FOR: TLTHE USA, LLC.
COMPANY NAME

CERTIFICATE OF SURVEYOR AND MAPPER:
I HEREBY CERTIFY THAT THIS PLAT OF "MODELWOOD PARK PLAZA REPLAT" 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 22th DAY OF September, 2019, 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: _____ DATE: 10-30-19
WALLACE L. HIGGINS, P.S.M. FOR GULFWEST SURVEYING, INC.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5832
LICENSED BUSINESS NO. 7314



LOCATION MAP
SCALE: 1" = 800'

LEGEND
- FOUND 4" x 4" CONCRETE MONUMENT (PSM 5213) EXCEPT AS NOTED
- FOUND 5/8" IRON ROD & CAP (LB 6478) Except as noted.
- FOUND NAIL & DISC (PSM 5213)
- SEC. SECTION
- TWP. TOWNSHIP
- RGE. RANGE
- R/W RIGHT-OF-WAY
- P.B. PLAT BOOK
- PG(S). PAGE
- P.R.C.C.F. PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA
- C1 – C6 CURVE NUMBERS, SEE TABLE FOR DATA
- L1–L35 LINE NUMBERS, SEE TABLE FOR DATA
- STATE PLANE COORDINATE NUMBERS, SEE TABLE FOR DATA
- PRM PERMANENT REFERENCE MONUMENT
- P.O.B. POINT OF BEGINNING
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGNCY
- C.R. COUNTY ROAD
- A.K.A. ALSO KNOWN AS
- ± MORE OR LESS
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- LB LICENSED BUSINESS
- ℄ CENTERLINE OF RIGHT-OF-WAY
- D.E. DRAINAGE EASEMENT
- D.R.A. DRAINAGE RETENTION AREA
- U.E. UTILITY EASEMENT
- W'LY WESTERLY
- N'LY NORTHERLY
- E'LY EASTERLY
- S'LY SOUTHERLY
- BDY. BOUNDARY
- A.U.P.E. ACCESS, UTILITY AND PARKING EASEMENT
- A.U.S.P. ACCESS, UTILITY, SIGNAGE AND PARKING EASEMENT
- M.E. MAINTENANCE EASEMENT

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

DEDICATION:
KNOW ALL MEN BY THESE PRESENTS, THAT GOLDEN GATE BH PARTNERS LLC, A FLORIDA LIMITED LIABILITY COMPANY, BEING THE OWNERS IN FEE SIMPLE OF THE LANDS DESCRIBED ON THE ATTACHED PLAT ENTITLED "MODELWOOD PARK PLAZA REPLAT", A REPLAT OF A PORTION OF MODELWOOD PARK PLAZA (RECORDED IN PLAT BOOK 18, PAGES 96 AND 97, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA), LOCATED IN CITRUS COUNTY, FLORIDA, AND THAT NORTH MODELWOOD DRIVE WAS PREVIOUSLY DEDICATED BY THE RECORD PLAT OF GOLDEN GATE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGES 36 AND 37, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED. CITRUS COUNTY, FLORIDA SHALL HAVE A NON-EXCLUSIVE EASEMENT IN, OVER, UNDER, AND THROUGH, AND THE NON-EXCLUSIVE RIGHT TO USE SAID ROADWAY AND ALL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE FACILITIES, UTILITIES, AND PURPOSES INCIDENTAL THERETO, AS WELL AS THE INGRESS AND EGRESS FOR THE PURPOSES OF PROVIDING EMERGENCY, FIRE, MEDICAL AND SIMILAR SERVICES.

IN WITNESS WHEREOF EXPRESSED, GOLDEN GATE BH PARTNERS LLC, A FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICERS NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON THIS 25th DAY OF November 2019.

ATTEST: Stella V Eiland — BY: Jerry Smalley
Stella V Eiland — FOR GOLDEN GATE BH PARTNERS LLC
PRINTED NAME/TITLE — Jerry Smalley/AGR
PRINTED NAME/TITLE

ATTEST: _____
_____
PRINTED NAME/TITLE

NOTARY ACKNOWLEDGMENT:
STATE OF Florida
COUNTY OF Citrus
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25th DAY OF November 2019, BY Jerry Smalley AS OWNER OF SAID LANDS, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED FL DL AS IDENTIFICATION AND DID NOT TAKE AN OATH.
DATE: 11-25-2019 SIGNED: _____
NOTARY PUBLIC, STATE OF Florida
MY COMMISSION EXPIRES
COMMISSION NO.:

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: _____ 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: _____ BY: _____
FOR ANGELA VICK — BRIAN COLEMAN
CLERK OF THE CIRCUIT COURT — CHAIRMAN OF THE BOARD
SEAL
2020

CLERK'S CERTIFICATE:
I HEREBY CERTIFY THAT THE ATTACHED PLAT CONFORMS WITH THE PROVISIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES., AND THAT SAID PLAT HAS BEEN FILED IN PLAT BOOK 20 PAGES 63 AND 64 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA AT 12:22 PM ON January 9th 2020 FILE NO. 2020001984.
BY: _____
FOR ANGELA VICK
CLERK OF THE CIRCUIT COURT
Official Records Citrus County FL
Angela Vick, Clerk of the Circuit Court & Comptroller
#2020001484 BK: 20 PG: 63
1/9/2020 12:22 PM 1 Receipt: 2020001358
RECORDING $45.00

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.

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..
MARK I. THOMAS, P.S.M. NO. 5151
CITRUS COUNTY SURVEY SECTION CHIEF
DATE SIGNED: December 4, 2019

PLAT BOOK 20 PAGE 63

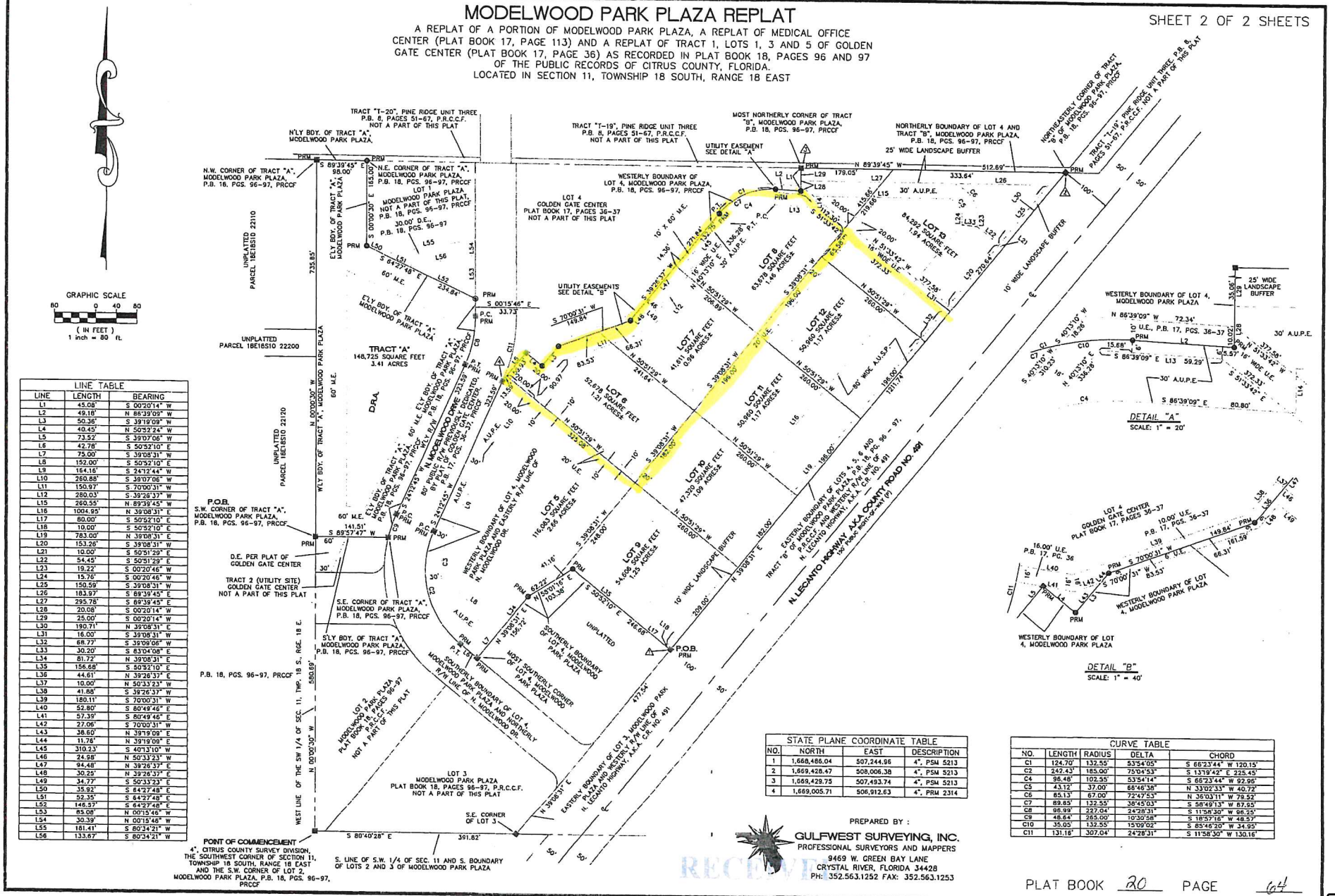
PV-21-05

Attachment: Applicant Submittal (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

MODELWOOD PARK PLAZA REPLAT

A REPLAT OF A PORTION OF MODELWOOD PARK PLAZA, A REPLAT OF MEDICAL OFFICE CENTER (PLAT BOOK 17, PAGE 113) AND A REPLAT OF TRACT 1, LOTS 1, 3 AND 5 OF GOLDEN GATE CENTER (PLAT BOOK 17, PAGE 36) AS RECORDED IN PLAT BOOK 18, PAGES 96 AND 97 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. LOCATED IN SECTION 11, TOWNSHIP 18 SOUTH, RANGE 18 EAST

SHEET 2 OF 2 SHEETS



LINE TABLE		
LINE	LENGTH	BEARING
L1	45.08'	S 00°20'14" W
L2	49.18'	N 86°39'09" W
L3	50.36'	S 39°19'09" W
L4	40.45'	N 50°52'24" W
L5	73.52'	S 39°07'06" W
L6	42.78'	S 50°52'10" E
L7	75.00'	S 39°08'31" W
L8	152.00'	S 50°52'10" E
L9	164.16'	S 24°12'44" W
L10	260.88'	S 39°07'06" W
L11	150.97'	S 70°00'31" W
L12	280.03'	S 39°26'37" W
L15	260.55'	N 89°39'45" W
L16	1004.95'	N 39°08'31" E
L17	80.00'	S 50°52'10" E
L18	10.00'	S 50°52'10" E
L19	783.00'	N 39°08'31" E
L20	153.26'	S 39°08'31" W
L21	10.00'	S 50°51'29" E
L22	54.45'	S 50°51'29" E
L23	19.22'	S 00°20'46" W
L24	15.76'	S 00°20'46" W
L25	150.59'	S 39°08'31" W
L26	183.97'	S 89°39'45" E
L27	295.76'	S 89°39'45" E
L28	20.08'	S 00°20'14" W
L29	25.00'	S 00°20'14" W
L30	190.71'	N 39°08'31" E
L31	16.00'	S 39°08'31" W
L32	68.77'	S 39°09'06" W
L33	30.20'	S 83°04'08" E
L34	81.72'	N 39°08'31" E
L35	156.68'	S 50°52'10" E
L36	44.61'	N 39°26'37" E
L37	10.00'	N 50°33'23" W
L38	41.88'	S 39°26'37" W
L39	180.11'	S 70°00'31" W
L40	52.80'	S 80°49'46" E
L41	57.39'	S 80°49'46" E
L42	27.06'	S 70°00'31" W
L43	38.60'	N 39°19'09" E
L44	11.76'	N 39°19'09" E
L45	310.23'	S 40°13'10" W
L46	24.98'	N 50°33'23" W
L47	94.48'	N 39°26'37" E
L48	30.25'	N 39°26'37" E
L49	34.77'	S 50°33'23" E
L50	35.92'	S 64°27'48" E
L51	52.35'	S 64°27'48" E
L52	146.57'	S 64°27'48" E
L53	85.08'	N 00°15'46" W
L54	30.39'	N 00°15'46" W
L55	181.41'	S 80°34'21" W
L56	133.67'	S 80°34'21" W

STATE PLANE COORDINATE TABLE			
NO.	NORTH	EAST	DESCRIPTION
1	1,668,486.04	507,244.96	4", PSM 5213
2	1,669,428.47	508,006.38	4", PSM 5213
3	1,669,429.75	507,493.74	4", PSM 5213
4	1,669,005.71	506,912.63	4", PRM 2314

CURVE TABLE				
NO.	LENGTH	RADIUS	DELTA	CHORD
C1	124.70'	132.55'	53°54'05"	S 66°23'44" W 120.15'
C2	242.43'	185.00'	75°04'53"	S 13°19'42" E 225.45'
C4	98.48'	102.55'	53°54'14"	S 66°23'44" W 92.96'
C5	43.12'	37.00'	66°46'38"	N 33°02'33" W 40.72'
C6	65.13'	67.00'	72°47'53"	N 36°03'11" W 79.52'
C7	69.65'	132.55'	30°45'03"	S 58°49'13" W 67.95'
C8	98.99'	227.04'	24°28'31"	S 11°58'30" W 98.25'
C9	48.64'	265.00'	10°30'58"	S 16°57'16" W 48.57'
C10	35.05'	132.55'	15°09'02"	S 85°46'20" W 34.95'
C11	131.16'	307.04'	24°28'31"	S 11°58'30" W 130.16'

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

PLAT BOOK 20 PAGE 64

RECEIVED
JUN 30 2021
PV-21-05

Attachment: Applicant Submittal (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Altkey: 2970685
DIAMOND SELF STORAGE PROPERTY I LLC

Parcel ID: 18E18S110100 0040
4239 N MODELWOOD DR , BEVERLY HILLS

Legal
Land & Agriculture
Residential
Commercial
Misc Improvements
Values
Sketch
Photos
Permits
Quick Links
Map
Pictometry

Citrus County Property Appraiser, Cregg E. Dalton

1 of 1
Return to Search Results
My Tax Year: 2021

Actions
Neighborhood Sales
Printable Summary
Printable Version

Reports
Attribute Export
Mailing List
Property Record Card
Original Trim Notice
Go

Links
Search Help

PC Code	4800 - WAREH/DIST TERM
Bldg Counts	Res 0 / MH 0 / Comm 10
Nbhd	0191 - FOREST RIDGE BLVD SOUTH TO HWY 486
Tax District	000B - BEVERLY HILLS
Subdivision	003155 - GOLDEN GATE CENTER
Short Legal	GOLDEN GATE CENTER PB 17 PG 36 & 37 LOT 4 AKA TRACT C: COMAT THE SW COR OF THE SW1/4 OF SEC 11-18-18, TH N 0D 00M 30SW AL THE W LN OF THE SW1/4 OF SD SEC 11, 1316.57 FT TO A PT
Est. Parcel Sqft	123,658
Est. Parcel Acres	2.84
Map SC-TW-RG	11-18S-18E

Mailing Address

Name	DIAMOND SELF STORAGE PROPERTY I LLC
Mailing Address	1268 BAYSHORE BLVD DUNEDIN FL 34698

All Owners

Name	Owner Type
DIAMOND SELF STORAGE PROPERTY I LLC	BU - Business

Value History and Tax Amount

Year	Land Value	Impr Value	Just Value	Non-Sch. Assessed	Non-Sch. Exemptions	Non-Sch. Taxable	HX Savings	Tax Amount	Tax Link
2020	$179,540	$1,650,540	$1,830,080	$1,830,080	$0	$1,830,080	$0	$27,700.15	Link
2019	$217,340	$1,607,070	$1,824,410	$1,824,410	$0	$1,824,410	$0	$27,997.60	Link

Special Assessment

Project #	Description	Amount
0131	FIRE SERVICES ASSESSMENT	$1,102.86

Sales

Sale Date	Sale Price	Book/Page	Instr Type	V/I
03/17/2016	$3,150,000	2747/1587	00-WARRANTY DEED	I
12/01/2001	$100	1482/0699	01-CORRECTIVE/QC/TD/COT	V
12/01/2001	$240,000	1476/1340	00-WARRANTY DEED	V
12/01/2001	$100	1476/1338	02-MIN DOC STAMP ($100)	V
08/01/2000	$100,000	1379/2291	00-WARRANTY DEED	V

Permit Summary

Permit Date	Permit Number	Description	Amount	Occupancy Date
06/28/2017	201706676	A/C change out; N.O.C. not applicable	$4,600	
09/19/2016	201608914	A/C CHANGE OUT *** NON RESIDENTIAL *** NOC N/A ***	$3,500	
08/01/2002	200201958	BLDG A	$415,350	01/10/2003
07/01/2001	200105528	BLDG B	$415,350	
07/01/2001	200105529	BLDG C	$198,180	
03/01/2001	200101734	SITE PLAN-SELF STORAGE	$100	03/03/2003

Land & Agricultural

Line	Land Use	Type	Units	Frontage	Depth	Ag Flag	Classified Value	Just Value	Zoning
1	1000-COMMERCIAL OFF HWY	S-SQUARE FOOT	123,684.00	.0					GNC

Miscellaneous Improvements

PV-21-05

Attachment: Applicant Submittal (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Building #	Line	Description	Year Built	L	W	Units	Area	Value
0	1	CURBING-[2-LINEAL]	2002			1	181	
0	2	PAVING ASPHALT-[1-SF]	2002			1	26,886	
0	3	RETAINING WALL WOOD 4'-[2-LINEAL]	2002			1	1,180	
0	4	CHAIN LINK FENCE-[1-SF]	2002			1	3,456	
0	5	OPEN ORNAMENTAL FENCE-[2-LINEAL]	2002			1	360	

Total Misc Value

Data Copyright Citrus County Florida
Last Updated: 02/Mar/2021
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Attachment: Applicant Submittal (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

PV-21-05

AT&T SE FLORIDA
Engineering Department
400 SW 2nd Avenue

Gainesville, FL 32601

Phone: 352 371-5294
Fax No.: 352 264-7740
Email: db0239@att.com

To whom it may concern.

Att has no objection to vacate any recorded easement for AT&T in the GOLDEN GATE CENTER, PLAT BOOK 17 PAGES 36-37. This No Objection refers to this defined area only.

Please contact me with any questions.

Thank you,

RECEIVED
PV-21-05
JUL 23 2021
Land Development Division

Duke Brethouwer
Manager OSP Planning and Design Engineer
AT&T Southeast-Florida Engineering

AT&T
400 SW 2nd Av, Room 153, Gainesville, FL 32601
O:352-371-5294
M:352-226-6606 / DB0239@ATT.COM

Attachment: Applicant Submittal (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

USA Proud Sponsor of the U.S. Olympic Team

FLORIDA PUBLIC UTILITIES

21April2021

To Whom It May Concern;

Florida Public Utilities has no objection to the vacate of any all ROWs or easements associated with Altkey parcel 2970685, 4239 N Modelwood Dr, Beverly Hills FL. Florida Public Utilities has no buried facilities in that location and releases any future access to the location.

Thank you

Philip Zimmer
Gas Operations Supervisor
Florida Public Utilities
3050 N Florida Ave
Hernando FL 34442

PV-21-05

Attachment: Applicant Submittal (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

CITRUS COUNTY MOSQUITO CONTROL DISTRICT

Commissioners:
Stephanie Adams
AJ Green
Joe Adams

Director:
George Deskins

May 13, 2021

Ms. Brenda McKenzie
McKenzie Permitting & Consulting, LLC.
7232 E. Gospel Island Rd.
Inverness, FL. 34450

RE: Easement vacation: Vacate platted undeveloped easement at Golden Gate Center, Plat Book 17 pages 36-37.

Dear Ms. McKenzie,

The Citrus County Mosquito Control District has no easements, utilities, or structures which will be impacted by this request for vacation.
We have no objection with the request as stated.

Sincerely,

George Deskins
Director

PV-21-05

968 N. LECANTO HWY. • LECANTO, FL 34461
PHONE: (352) 527-7478 • FAX: (352) 527-9567

Attachment: Applicant Submittal (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239 Fax (352) 527-5428
Toll Free (352) 489-2120 TTY (352) 527-5312
Web Address: www.citrusbocc.com

PETITION

TO: THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA:

The undersigned, hereby petitions this Board to close, vacate, abandon, and discontinue (that, those) certain street(s), road(s), alleyway(s) delineated on the recorded plat of Modelwood Park, recorded in Plat Book 20, Page 64, public records of Citrus County, Florida, described on the attached Exhibit "A", which is hereby made a part hereof by reference; that petitioner would not inconvenience anyone for the same to be closed, that Petitioner recognizes, acknowledges and accepts the reservation by said County, the right to create any easements upon said vacated lands as may be necessary to further and/or preserve the public health, safety, and welfare, and that Petitioner will pay the expense of public notice of the hearing to determine the advisability of closing the same.

WHEREFORE, the undersigned petitions this Board to call a public hearing at Petitioner's expense to determine the viability of closing said street(s), road(s) alleyway(s) and that, upon such a hearing, this Board will determine that the same should be closed and adopt an appropriate Resolution closing, vacating, abandoning and discontinuing the same, and renouncing and disclaiming any right of Citrus County and the public in and to any land delineated on the recorded plat of said, except for the reservation of the right to any easements as may be found necessary, by the Board of County Commissioners, to further and/or preserve the public health, safety, and welfare.

Brenda McKenzie

Petitioner

Agent

PV-21-05

Attachment: Applicant Submittal (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

DUKE ENERGY®

452 East Crown Point Road
Winter Garden, Florida 34787
Irma.Cuadra@duke-energy.com

Aug. 20, 2021

Via email: JOANNA.COUTU@citrusbocc.com

Ms. Joanna L. Coutu, AICP
Director
Citrus County Land Development Division
3600 W. Sovereign Path, Suite 140
Lecanto, Fl. 34461

RE: Vacation of Platted Easements/Right Of Ways
Modelwood Park Plaza
Citrus County, Florida

Dear Ms. Coutu:

Please be advised that Duke Energy, Distribution and Transmission Departments have **"no objection"** to the vacation and abandonment of the yellow highlight areas as shown on the accompanying Exhibit "A" attached hereto and by this reference made a part hereof.

If I can be of further assistance, please do not hesitate to contact me.

RECEIVED
AUG 20 2021
Land Development Division

Sincerely,

Irma Cuadra
Irma Cuadra
Senior Research Specialist

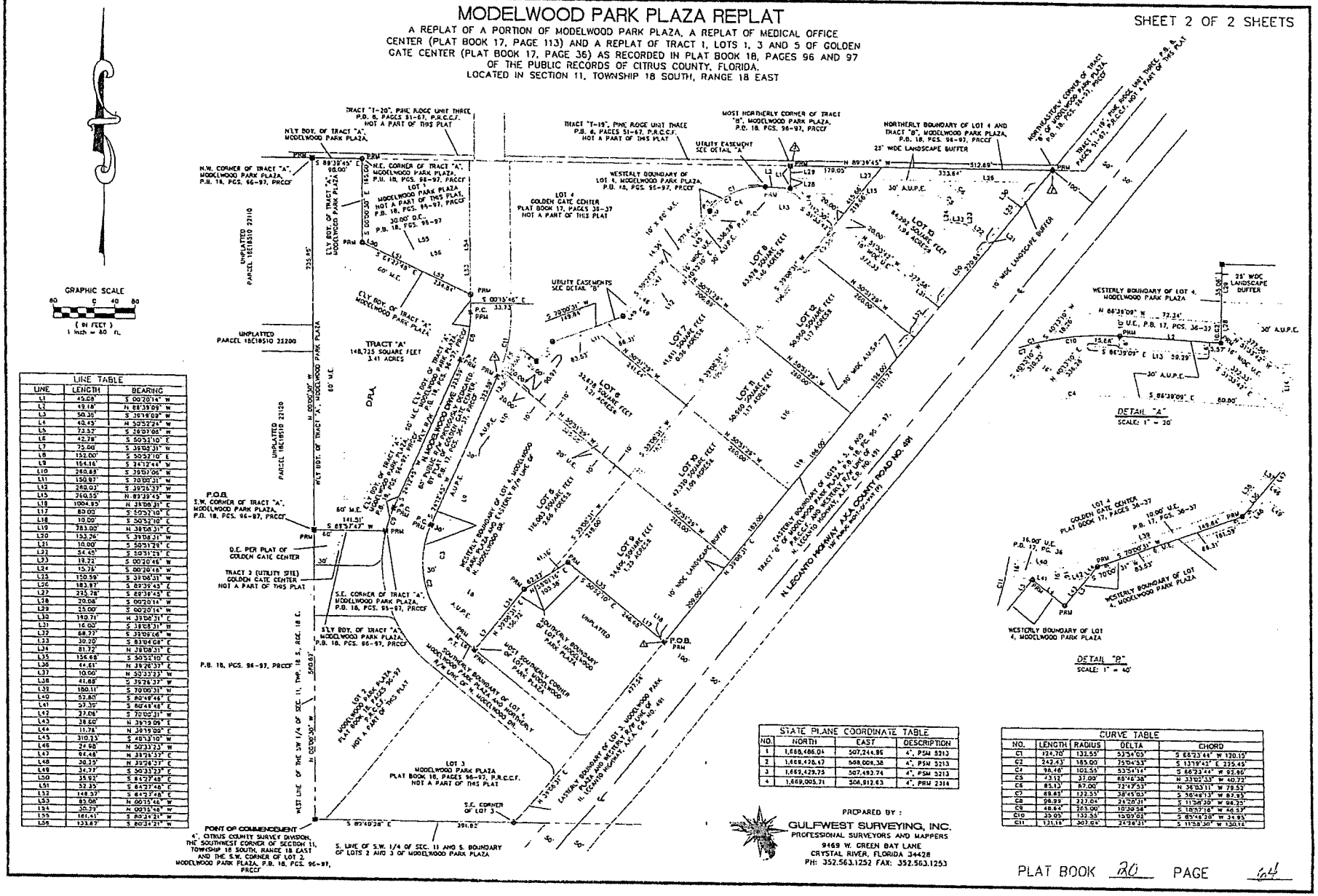
Attachment: Applicant Submittal (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

EXHIBIT A

MODELWOOD PARK PLAZA REPLAT

A REPLAT OF A PORTION OF MODELWOOD PARK PLAZA, A REPLAT OF MEDICAL OFFICE CENTER (PLAT BOOK 17, PAGE 113) AND A REPLAT OF TRACT 1, LOTS 1, 3 AND 5 OF GOLDEN GATE CENTER (PLAT BOOK 17, PAGE 36) AS RECORDED IN PLAT BOOK 18, PAGES 96 AND 97 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA. LOCATED IN SECTION 11, TOWNSHIP 18 SOUTH, RANGE 18 EAST

SHEET 2 OF 2 SHEETS



LINE TABLE

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L39	57.30'	S 89°49'45" E
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L49	52.35'	S 84°37'48" E
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L53	181.41'	S 89°34'21" W
L54	133.87'	S 89°34'21" W

STATE PLANE COORDINATE TABLE

NO.	NORTH	EAST	DESCRIPTION
1	1,688,486.04	507,244.95	4", PSM 3213
2	1,689,476.42	508,008.38	4", PSM 3213
3	1,689,429.75	507,493.74	4", PSM 3213
4	1,688,005.71	506,912.63	4", PRM 2316

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	CHORD
C1	124.70'	132.55'	53°54'03"	S 66°23'44" W 120.15'
C2	242.73'	185.00'	75°10'53"	S 13°19'43" E 225.45'
C4	98.48'	102.50'	55°01'41"	S 66°23'44" W 94.66'
C5	43.12'	37.00'	66°46'38"	N 23°02'43" W 40.72'
C6	85.13'	67.00'	72°47'53"	N 36°03'11" W 79.52'
C7	89.85'	132.55'	38°49'03"	S 38°48'13" W 87.93'
C8	98.99'	237.04'	24°26'31"	S 11°26'30" W 98.25'
C9	48.64'	263.00'	10°35'58"	S 18°57'16" W 48.57'
C10	35.05'	132.55'	15°09'02"	S 65°48'28" W 34.95'
C11	131.18'	307.04'	24°28'31"	S 11°58'30" W 130.16'

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

PLAT BOOK 20 PAGE 64

PV-21-05

Attachment: Applicant Submittal (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Commonwealth
LAND TITLE INSURANCE COMPANY

Ownership and Encumberance Report

Order No.: 9646811
Customer Reference Number CR312107012

Addressee:
LandCastle Title Group, LLC dba Wollinka-Wikle Title
7076 W. Gulf to Lake Highway
Crystal River, FL 34429
352-564-0220 Ext.7213
352-563-1319

Commonwealth Land Title Insurance Company has caused to be made a search of the Public Records of Citrus County, Florida, ("Public Records"), from 03/17/2016, through 06/30/2021 8:00 AM, as to the following described real property lying and being in the aforesaid County, to-wit:

Lot 4, GOLDEN GATE CENTER, a subdivision according to the plat thereof recorded at Plat Book 17, Pages 36 and 37, in the Public Records of Citrus County, Florida, together with Maintenance Agreement recorded in O.R. Book 1522, Page 1411.

formerly described as:

Tract C more particularly described as follow: COMMENCE at the Southwest corner of the Southwest 1/4 of Section 11, Township 18 South, Range 18 East, Citrus County, Florida; THENCE N. 00°00'30" W. along the West line of the Southwest 1/4 of said Section 11, a distance of 1,316.57 feet to a point being on the South boundary line of Tract "T-20" of Pine Ridge Unit Three, according to the plat thereof as recorded in Plat Book 8, Pages 51 through 67, inclusive, of the Public Records of Citrus County, Florida; THENCE S. 89°39'45" E. along said South boundary line and an Easterly projection thereof a distance of 348.72 feet to a point being on the centerline of the right-of-way of Modelwood Drive, having a 60.00 foot wide right-of-way, as shown on said plat of Pine Ridge Unit Three; THENCE continue S. 89°39'45" E. along said Easterly projection and along the South boundary line of Tract "T-19" of said Plat of Pine Ridge Unit Three a distance of 40.00 feet to the POINT OF BEGINNING; THENCE continue S. 89°39'45" E. along said South boundary line of Tract "T-19" a distance of 557.02 feet; THENCE S. 00°20'15" W. a distance of 45.08 feet; THENCE N. 86°39'09" W. a distance of 49.18 feet to the Point of Curvature of a curve concave Southeasterly having a radius of 132.55 feet and a delta of 53°54'14"; THENCE Southwesterly along the arc of said curve a distance of 124.70 feet to the Point of Tangency (chord bearing and distance between said points being S. 66°23'44" W. - 120.15 feet); THENCE S. 39°26'37" W. a distance of 271.84 feet; THENCE S. 70°00'31" W. a distance of 149.84 feet; THENCE S. 39°19'09" W. a distance of 50.36 feet to a point being on the boundary of the Less and Except portion of the Lands described in Official Records Book 1239, Page 2321 of the Public Records of Citrus County, Florida; THENCE N. 50°52'24" W. along the boundary of the Less and Except portion of said Lands a distance of 40.45 feet; THENCE S. 39°07'06" W. along the boundary of the Less and Except portion of said Lands a distance of 73.52 feet to a point being on a curve concave Northwesterly having a radius of 307.04 feet and a delta of 24°28'31"; THENCE Northeasterly along the arc of said curve a distance of 131.16 feet to the Point of Tangency (chord bearing and distance between said points being N. 11°58'30" E. - 130.16 feet); THENCE N. 00°15'46" W. a distance of 297.90 feet to the POINT OF BEGINNING.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

DIAMOND SELF STORAGE PROPERTY I, LLC, A FLORIDA LIMITED LIABILITY COMPANY

The following liens against the said real property recorded in the aforesaid Public Records have been found:

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Order No.: 9646811
Customer Reference Number CR312107012

Chain of Title Information:

A. Warranty Deed recorded in Official Records Book 2747, Page 1587.

Mortgage Information:

A. Mortgage recorded in Official Records Book 2747, Page 1594.

B. Assignment of Rents recorded in Official Records Book 2747, Page 1604.

C. UCC Financing Statement recorded in Official Records Book 2752, Page 155.

Judgment/Lien Information:

A. None.

Additional Information:

A. Affidavit recorded in Official Records Book 2747, Page 1590.

Tax Information:

NOTE: 2020 Real Property Taxes in the gross amount of $27,700.15 are Paid, under Tax I.D. No. 18E18S110100 0040.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Addressee(s) only, and it may not be used or relied upon by any other party. This Report may not be used by a Commonwealth Land Title Insurance Company agent for the purpose of issuing a Commonwealth Land Title Insurance Company title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Commonwealth Land Title Insurance Company

Michele Bair

Michele Bair - michele.bair@fnf.com

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Order No.: 9646811
Customer Reference Number CR312107012

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

JANICE A. WARREN C.F.C.
CITRUS COUNTY TAX COLLECTOR

2020 Paid Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE	
2970685		000B	

DIAMOND SELF STORAGE PROPERTY
I LLC
1268 BAYSHORE BLVD
DUNEDIN, FL 34698

4239 N MODELWOOD DR

GOLDEN GATE CENTER PB 17 PG 36 & 37 LOT 4 AKA TRACT C: C
See Additional Legal on Tax Roll
Exemptions:

MAILING ADDRESS: 210 N. APOPKA AVE., SUITE 100 · INVERNESS, FL 34450-4298 · (352) 341-6500

AD VALOREM TAXES

TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	MILLAGE RATE	TAXES LEVIED
General County	1,830,080	0	1,830,080	6.2176	11,378.71
Transportation Trust	1,830,080	0	1,830,080	0.5988	1,095.85
Health Department	1,830,080	0	1,830,080	0.0651	119.14
Library	1,830,080	0	1,830,080	0.3217	588.74
Fire District	1,830,080	0	1,830,080	0.0000	0.00
Stormwater	1,830,080	0	1,830,080	0.0974	178.25
Fire Rescue EMS	1,830,080	0	1,830,080	0.5881	1,076.27
Schools Local Req'd Effort	1,830,080	0	1,830,080	3.6820	6,738.35
Schools Capital Outlay	1,830,080	0	1,830,080	1.5000	2,745.12
Schools Discretionary	1,830,080	0	1,830,080	0.7480	1,368.90
SWFWMD General	1,830,080	0	1,830,080	0.2669	488.45
Mosquito Control	1,830,080	0	1,830,080	0.4478	819.51
			TOTAL	14.5334	$26,597.29

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
131 Fire Services		1,102.86
	NON-AD VALOREM ASSESSMENTS	$1,102.86

COMBINED TAXES AND ASSESSMENTS	$27,700.15	See reverse side for important information.

If Paid By	Nov 30, 2020				
Please Pay	$0.00				

RETAIN THIS PORTION FOR YOUR RECORDS.
WALK-IN CUSTOMERS,
PLEASE BRING FOR RECEIPT.

JANICE A. WARREN, C.F.C.
CITRUS COUNTY TAX COLLECTOR

2020 Paid Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE	
2970685		000B	

RETURN WITH PAYMENT.

DIAMOND SELF STORAGE PROPERTY
I LLC
1268 BAYSHORE BLVD
DUNEDIN, FL 34698

4239 N MODELWOOD DR

GOLDEN GATE CENTER PB 17 PG 36 & 37 LOT 4 AKA TRACT C: C
See Additional Legal on Tax Roll

MAILING ADDRESS: 210 N. APOPKA AVE., SUITE 100 • INVERNESS, FL 34450-4298 • (352) 341-6500

If Paid By	Nov 30, 2020				
Please Pay	$0.00				

DO NOT WRITE ON BOTTOM PORTION

Paid 11/18/2020 Receipt # 053-20-00000327 $26,592.14

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Home Parcel Search

Summary
Legal
Land & Agricultu
Residential
Commercial
Misc Improveme
Values
Sketch
Photos
Permits
Quick Links
Map
Pictometry

Altkey: 2970685
DIAMOND SELF STORAGE PROPERTY I LLC

Parcel ID: 18E18S110100 0040
4239 N MODELWOOD DR , BEVERLY HILLS

Citrus County Property Appraiser, Cregg E. Dalton

PC Code	4800 - WAREH/DIST TERM
Bldg Counts	Res 0 / MH 0 / Comm 10
Nbhd	0191 - FOREST RIDGE BLVD SOUTH TO HWY 486
Tax District	000B - BEVERLY HILLS
Subdivision	003155 - GOLDEN GATE CENTER
Short Legal	GOLDEN GATE CENTER PB 17 PG 36 & 37 LOT 4 AKA TRACT C: COMAT THE SW COR OF THE SW1/4 OF SEC 11-18-18, TH N 0D 00M 30SW AL THE W LN OF THE SW1/4 OF SD SEC 11, 1316.57 FT TO A PT
Est. Parcel Sqft	123,658
Est. Parcel Acres	2.84
Map SC-TW-RG	11-18S-18E

1 of 1
Return to Search Results
My Tax Year: 2021

Actions
Neighborhood Sales
Printable Summary
Printable Version

Reports
Attribute Export
Mailing List
Property Record Card
Original Trim Notice
Go

Links
Search Help

Mailing Address

Name	DIAMOND SELF STORAGE PROPERTY I LLC
Mailing Address	1268 BAYSHORE BLVD DUNEDIN FL 34698

All Owners

Name	Owner Type
DIAMOND SELF STORAGE PROPERTY I LLC	BU - Business

Value History and Tax Amount

Year	Land Value	Impr Value	Just Value	Non-Sch. Assessed	Non-Sch. Exemptions	Non-Sch. Taxable	HX Savings	Tax Amount	Tax Link
2020	$179,540	$1,650,540	$1,830,080	$1,830,080	$0	$1,830,080	$0	$27,700.15	Link
2019	$217,340	$1,607,070	$1,824,410	$1,824,410	$0	$1,824,410	$0	$27,997.60	Link

Buyer Beware!

Property taxes may be affected with change in ownership. When buying real estate property, you should not assume that property taxes will remain the same. Whenever there is a change in ownership, the assessed value of the property may reset to full market value, which could result in higher property taxes. Please use our tax estimator to approximate your new property taxes. Homestead exemptions and agricultural classifications are not transferable to the new owner. You must apply for your own exemptions and agricultural classifications.

Special Assessment

Project #	Description	Amount
0131	FIRE SERVICES ASSESSMENT	$1,102.86

Sales

Sale Date	Sale Price	Book/Page	Instr Type	V/I
03/17/2016	$3,150,000	2747/1587	00-WARRANTY DEED	I
12/01/2001	$100	1482/0699	01-CORRECTIVE/QC/TD/COT	V
12/01/2001	$240,000	1476/1340	00-WARRANTY DEED	V
12/01/2001	$100	1476/1338	02-MIN DOC STAMP ($100)	V
08/01/2000	$100,000	1379/2291	00-WARRANTY DEED	V

DISCLAIMER

Sales do not generally appear in database until approximately 8 to 10 weeks after the recording date. If a recent sale does not show up in this list, please allow more time for the sale record to be processed.

Permit Summary

Permit Date	Permit Number	Description	Amount	Occupancy Date
06/28/2017	201706676	A/C change out; N.O.C. not applicable	$4,600	
09/19/2016	201608914	A/C CHANGE OUT *** NON RESIDENTIAL *** NOC N/A ***	$3,500	
08/01/2002	200201958	BLDG A	$415,350	01/10/2003
07/01/2001	200105528	BLDG B	$415,350	
07/01/2001	200105529	BLDG C	$198,180	
03/01/2001	200101734	SITE PLAN-SELF STORAGE	$100	03/03/2003

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Land & Agricultural

Line	Land Use	Type	Units	Frontage	Depth	Ag Flag	Classified Value	Just Value	Zoning
1	1000-COMMERCIAL OFF HWY	S-SQUARE FOOT	123,684.00	.0					GNC

Miscellaneous Improvements

Building #	Line	Description	Year Built	L	W	Units	Area	Value
0	1	CURBING-[2-LINEAL]	2002			1	181	
0	2	PAVING ASPHALT-[1-SF]	2002			1	26,886	
0	3	RETAINING WALL WOOD 4'-[2-LINEAL]	2002			1	1,180	
0	4	CHAIN LINK FENCE-[1-SF]	2002			1	3,456	
0	5	OPEN ORNAMENTAL FENCE-[2-LINEAL]	2002			1	360	

Total Misc Value

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Last Updated: 13/Jul/2021
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Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2016013344 BK: 2747 PG: 1587 3/28/2016 4:31 PM 1 Receipt: 2016011783
RECORDING $27.00 D DOCTAX PD $22,050.00

Return to (ENV)

This Instrument Prepared by:
John L. Mann, Esq.
Law Office of John L. Mann, P.A.
500 South Florida Avenue
Suite 300
Lakeland, FL 33801

WARRANTY DEED

THIS INDENTURE, made this 17th day of March, 2016, between **DIAMOND SELF STORAGE, LLC**, a Florida limited liability company, whose post office address is 2623 McCormick Drive, Suite 101, Clearwater, FL 33759, *Grantor*; and **DIAMOND SELF STORAGE PROPERTY I, LLC**, a Florida limited liability company, whose post office address is 1268 Bayshore Blvd., Dunedin, FL 34698, *Grantee*.

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs, successors, and assigns forever, the following described land, situate, lying and being in Citrus County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof

Property Account No: 2970685

This conveyance is subject to the following:

1. Conditions, restrictions, limitations and easements of record, if any, but this provision shall not operate to re-impose the same.
2. Zoning and other governmental regulations.
3. Taxes and assessments for 2016 and subsequent years.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

[SEE ATTACHED SIGNATURE AND ACKNOWLEDGEMENT PAGE]

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed in the presence of:

WITNESSES:

Print Name: PATRICIA J. YOUNG

Print Name: GEORGE D. HUPSE

DIAMOND SELF STORAGE, LLC
a Florida limited liability company

By:
Name: Kenneth L. King
Title: Manager

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 17TH day of March, 2016, by Kenneth L. King, [X] who is personally known by me or [ ] who has produced _____ as identification, as Manager of DIAMOND SELF STORAGE, LLC, a Florida limited liability company, on behalf of the company.

Notary Public
Print Name: PATRICIA J. YOUNG
My Commission Expires: OCT. 28, 2019

PATRICIA JEAN YOUNG
MY COMMISSION # FF 931690
EXPIRES: October 28, 2019
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

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Lot 4, GOLDEN GATE CENTER, a subdivision according to the plat thereof recorded at Plat Book 17, Pages 36 and 37, in the Public Records of Citrus County, Florida, together with Maintenance Agreement recorded in O.R. Book 1522, Page 1411.

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2016013345 BK: 2747 PG: 1590 3/28/2016 4:31 PM 1 Receipt: 2016011783
RECORDING $35.50

Prepared by: Return to (ENV)
John L. Mann, Esq.
500 South Florida Avenue
Suite 300
Lakeland, FL 33801

[Space Above This Line For Recording Data]

Affidavit of Diamond Self Storage, LLC, a Florida limited liability company

(authorizing the sale of real property)

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Kenneth L. King (the "Affiant"), who deposes and says under penalties of perjury that:

[*When used, "Affiant", includes singular or plural as context so requires or admits.*]

1. This affidavit is made with regard to the following described property:

See Exhibit "A" attached hereto and made a part thereof

2. Affiant makes this affidavit on individual knowledge and on behalf of **Diamond Self Storage Property I, LLC** organized under the laws of the State of Florida ("LLC") that is the Buyer.

3. Affiant, Kenneth L. King, has the authorization to execute the closing documents, and all instruments to be insured, as applicable, ("Closing Documents"), to bind the LLC under one of the following alternatives (Initial all that apply):

A. _____A statement of authority has been filed with the Florida Department of State and a certified copy thereof has been recorded on_____ in Official Records_____, Page _____, Public Records of _____County, Florida, granting authority to Affiant to execute the Closing Documents. Affiant has the authority to execute the Closing Documents on behalf of the LLC, and Affiant knows of no facts that may provide notice to any party to this transaction of any actual lack of authority of Affiant. The transaction qualifies as a bona fide transaction.

B. X Affiant is identified by name in the current documents filed with the Florida Department of State as the Manager of a manager-managed LLC. Affiant has the authority to execute the Closing Documents on behalf of the LLC and Affiant knows of no facts that may provide notice to any party to this transaction of any actual lack of authority of Affiant. The transaction qualifies as a bona fide transaction.

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

C. _____X_____ Affiant has produced copies of articles of organization and amendments thereto, if any, and a true and correct copy of operating agreement, which verify that Affiant may sign for the LLC. Affiant and LLC have complied with all procedures to authorize such signatory.

4. No certified statement of authority limiting, canceling or restrictively amending the authority of Affiant as a Manager of the LLC's authorized signatory has been filed with the Florida Department of State or recorded in the official records of the county where the property lies.

5. The person executing this affidavit is authorized to execute the Closing Documents for the LLC and is not and has not been a debtor in bankruptcy since becoming a member of the LLC. The LLC is not and has not been a debtor in bankruptcy since its creation.

7. The person authorized to execute this affidavit and the person or entity, as applicable, authorized to execute the Closing Documents for the LLC has not become dissociated pursuant to Sec. 605.0302 (11), F.S. (by filing a statement of dissociation), Secs. 605.0601, or 605.0602, F.S., nor has that person or entity, as applicable, wrongfully caused dissolution of the company.

8. *Initial as applicable*:

_____ LLC is not one of a family or group of entities.

____X_____ LLC is one of a family or group of entities, but none of the other entities in this family or group of entities is a debtor in bankruptcy. [The following are to be considered in determining whether or not the company is one of a family or group of entities: having principals in common with other entities; being functionally or operationally related to another entity; whether funds flow upstream or downstream to other entities; whether funds or other assets are commingled with those of other entities.]

9: The LLC has more than one member.

10. This affidavit is made to induce **Old Republic National Title Insurance Company and Law Offices of John L. Mann, P.A.**, ("Title Insurer") to insure title to the real property described in item 1 above. Affiant, individually and on behalf of the limited liability company described in item 2 above agree to indemnify **Law Offices of John L. Mann P.A. and Old Republic National Title Insurance Company,** and hold them harmless from any loss or damage resulting from their reliance on the matters set forth in this affidavit.

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

(Affiant) Print Name: KENNETH L. KING

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to, affirmed, and subscribed before me this 17th day of March, 2016, by Kenneth L. King, in his capacity as Manager of Diamond Self Storage, , LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Notary Signature:
Patricia J. Young
Print Name:
PATRICIA J. YOUNG
Notary Public, State of
FLORIDA
My Commission Expires:
Oct. 28, 2019

PATRICIA JEAN YOUNG
MY COMMISSION # FF 931690
EXPIRES: October 28, 2019
Bonded Thru Notary Public Underwriters

[PLACE NOTARIAL SEAL]

NOTARY PUBLIC

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EXHIBIT "A"

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2016013346 BK: 2747 PG: 1594 3/28/2016 4:31 PM 1 Receipt: 2016011783
RECORDING $86.50 M DOCTAX PD $6,650.00 INT TAX PD $3,800.00

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

WHEN RECORDED MAIL TO:
Jefferson Bank of Florida
Commercial Lending
3711 Tampa Rd
Oldsmar, FL 34677

Return to (ENV):
John L. Mann, Esquire
Post Office Box 2435
Lakeland, Florida 33806

This Mortgage prepared by:

Name: Katie Ingle, Loan Department
Company: Jefferson Bank of Florida
Address: 3711 Tampa Rd, Oldsmar, FL 34677

MORTGAGE

FUTURE ADVANCES

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed $3,800,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated March 18, 2016, is made and executed between Diamond Self Storage Property I, LLC, a Florida limited liability company, whose address is 1268 Bayshore Blvd, Dunedin, FL 34698 (referred to below as "Grantor") and Jefferson Bank of Florida, whose address is 3711 Tampa Rd, Oldsmar, FL 34677 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Citrus County, State of Florida:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 4329 N Modelwood Dr, Beverly Hills, FL 34465. The Real Property tax identification number is 18E18S110100 0040.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor within twenty (20) years of the date of this Mortgage, together with all interest thereon.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF $1,900,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Subsequent Liens. Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law. A sale however, to an existing guarantor of the indebted, as evidenced by the note, shall be allowed with the Lender's approval which approval shall not be unreasonably withheld.

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TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

TAX AND INSURANCE RESERVES. Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to

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by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

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Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness; provided however, the death or incompetency of one of the original guarantors shall not be an event of default, if each of the remaining original guarantors, increases his guaranty to one-half of the indebtedness and the loan evidenced by this note is not otherwise in default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, to the extent Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may exclude Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property. Lender shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of Grantor. After deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other property charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of Lender. Lender shall apply such monies first to the payment of the principal of the Note, and the interest thereon, when and as the same shall become payable and second to the payment of any other sums required to be paid by Grantor under this Mortgage.

Appoint Receiver. In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

SECONDARY FINANCING. The collateral for this loan, including but not limited to the mortgaged property, cannot be collateral for any subordinate financing by Borrower without Lender's prior written consent.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Florida.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Borrower. The word "Borrower" means Diamond Self Storage Property I, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Diamond Self Storage Property I, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Mortgage, together with all interest thereon.

Lender. The word "Lender" means Jefferson Bank of Florida, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated March 18, 2016, **in the original principal amount of $1,900,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

DIAMOND SELF STORAGE PROPERTY I, LLC

By: _____
Shannon E Smith, Member of Diamond Self Storage Property I, LLC

WITNESSES:

X _____
J.M. LARUSSO

X Norma Stiles
Norma Stiles

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Florida)
) SS
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me this 16 day of March, 20 16 by Shannon E Smith, Member of Diamond Self Storage Property I, LLC, member (or agent), on behalf of Diamond Self Storage Property I, LLC, a limited liability company. He or she is personally known to me or has produced FLDL as identification.

NORMA M. STILES
Commission # FF 144358
Expires August 26, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

Norma M. Stiles
(Signature of Person Taking Acknowledgment)

Norma M Stiles
(Name of Acknowledger Typed, Printed or Stamped)

Notary Public
(Title or Rank)

FF144358
(Serial Number, If any)

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Lot 4, GOLDEN GATE CENTER, a subdivision according to the plat thereof recorded at Plat Book 17, Pages 36 and 37, in the Public Records of Citrus County, Florida, together with Maintenance Agreement recorded in O.R. Book 1522, Page 1411.

formerly described as:

Tract C more particularly described as follow: COMMENCE at the Southwest corner of the Southwest 1/4 of Section 11, Township 18 South, Range 18 East, Citrus County, Florida; THENCE N. 00°00'30" W. along the West line of the Southwest 1/4 of said Section 11 a distance of 1,316.57 feet to a point being on the South boundary line of Tract "T-20" of Pine Ridge Unit Three, according to the plat thereof, as recorded in Plat Book 8, Pages 51 through 67, inclusive, of the Public Records of Citrus County, Florida; THENCE S. 89°39'45" E. along said South boundary line and an Easterly projection thereof a distance of 348.72 feet to a point being on the centerline of the right-of-way of Modelwood Drive, having a 60.00 foot wide right-of-way, as shown on said plat of Pine Ridge Unit Three; THENCE continue S. 89°39'45" E. along said Easterly projection and along the South boundary line of Tract "T-19" of said plat of Pine Ridge Unit Three a distance of 40.00 feet to the POINT OF BEGINNING; THENCE continue S. 89°39'45" E. along said South boundary line of Tract "T-19" a distance of 557.02 feet; THENCE S. 00°20'15" W. a distance of 45.08 feet; THENCE N. 86°39'09" W. a distance of 49.18 feet to the Point of Curvature of a curve concave Southeasterly having a radius of 132.55 feet and a delta of 53°54'14"; THENCE Southwesterly along the arc of said curve a distance of 124.70 feet to the Point of Tangency (chord bearing and distance between said points being S. 66°23'44" W. - 120.15 feet); THENCE S. 39°26'37" W. a distance of 271.84 feet; THENCE S. 70°00'31" W. a distance of 149.84 feet; THENCE S. 39° 19'09" W. a distance of 50.36 feet to a point being on the boundary of the Less and Except portion of the Lands described in Official Records Book 1239, Page 2321 of the Public Records of Citrus County, Florida; THENCE N. 50°52'24" W, along the boundary of the Less and Except portion of said Lands a distance of 40.45 feet; THENCE S. 39°07'06" W. along the boundary of the Less and Except portion of said Lands a distance of 73.52 feet to a point being on a curve concave Northwesterly having a radius of 307.04 feet and a delta of 24°28'31"; THENCE Northeasterly along the arc of said curve a distance of 131.16 feet to the Point of Tangency (chord bearing and distance between said points being N. 11°58'30" E. - 130.16 feet); THENCE N. 00°15'46" W. a distance of 297.90 feet to the POINT OF BEGINNING.

EXHIBIT "A"

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2016013347 BK: 2747 PG: 1604 3/28/2016 4:31 PM 1 Receipt: 2016011783
RECORDING $52.50

WHEN RECORDED MAIL TO: Return to (ENV):
Jefferson Bank of Florida
Commercial Lending
3711 Tampa Rd
Oldsmar, FL 34677

John L. Mann, Esquire
Post Office Box 2435
Lakeland, Florida 33806

This ASSIGNMENT OF RENTS prepared by:

Name: Katie Ingle, Loan Department
Company: Jefferson Bank of Florida
Address: 3711 Tampa Rd, Oldsmar, FL 34677

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated March 18, 2016, is made and executed between Diamond Self Storage Property I, LLC, a Florida limited liability company, whose address is 1268 Bayshore Blvd, Dunedin, FL 34698 (referred to below as "Grantor") and Jefferson Bank of Florida, whose address is 3711 Tampa Rd, Oldsmar, FL 34677 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Citrus County, State of Florida:

See Exhibit A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 4329 N Modelwood Dr, Beverly Hills, FL 34465. The Property tax identification number is 18E18S110100 0040.

FUTURE ADVANCES. In addition to the Note, this Assignment secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor within twenty (20) years of the date of this Assignment, together with all interest thereon.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Florida and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or

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reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness; provided however, the death or incompetency of one of the original guarantors shall not be an event of default, if each of the remaining original guarantors, increases his guaranty to one-half of the Indebtedness and the loan evidenced by this note is not otherwise in default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, to the extent Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. In the event of a suit being instituted to foreclose this Assignment, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Florida.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Diamond Self Storage Property I, LLC.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means Diamond Self Storage Property I, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Assignment, together with all interest thereon.

Lender. The word "Lender" means Jefferson Bank of Florida, its successors and assigns.

Note. The word "Note" means the promissory note dated March 18, 2016, **in the original principal amount of $1,900,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON MARCH 18, 2016.

GRANTOR:

DIAMOND SELF STORAGE PROPERTY I, LLC

By: _____
Shannon E Smith, Member of Diamond Self Storage Property I, LLC

WITNESSES:

X _____
J.M. LaRosa

X Norma Stiles
Norma Stiles

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Florida)
) SS
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me this 16 day of March, 20 16 by Shannon E Smith, Member of Diamond Self Storage Property I, LLC, member (or agent), on behalf of Diamond Self Storage Property I, LLC, a limited liability company. He or she is personally known to me or has produced FL DL as Identification.

Norma M. Stiles
(Signature of Person Taking Acknowledgment)

Norma M Stiles
(Name of Acknowledger Typed, Printed or Stamped)

Notary Public
(Title or Rank)

FF 144358.
(Serial Number, if any)

NORMA M. STILES
Commission # FF 144358
Expires August 26, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Lot 4, GOLDEN GATE CENTER, a subdivision according to the plat thereof recorded at Plat Book 17, Pages 36 and 37, in the Public Records of Citrus County, Florida, together with Maintenance Agreement recorded in O.R. Book 1522, Page 1411.

formerly described as:

Tract C more particularly described as follow: COMMENCE at the Southwest corner of the Southwest 1/4 of Section 11, Township 18 South, Range 18 East, Citrus County, Florida; THENCE N. 00°00'30" W. along the West line of the Southwest 1/4 of said Section 11 a distance of 1,316.57 feet to a point being on the South boundary line of Tract "T-20" of Pine Ridge Unit Three, according to the plat thereof, as recorded in Plat Book 8, Pages 51 through 67, inclusive, of the Public Records of Citrus County, Florida; THENCE S. 89°39'45" E. along said South boundary line and an Easterly projection thereof a distance of 348.72 feet to a point being on the centerline of the right-of-way of Modelwood Drive, having a 60.00 foot wide right-of-way, as shown on said plat of Pine Ridge Unit Three; THENCE continue S. 89°39'45" E. along said Easterly projection and along the South boundary line of Tract "T-19" of said plat of Pine Ridge Unit Three a distance of 40.00 feet to the POINT OF BEGINNING; THENCE continue S. 89°39'45" E. along said South boundary line of Tract "T-19" a distance of 557.02 feet; THENCE S. 00°20'15" W. a distance of 45.08 feet; THENCE N. 86°39'09" W. a distance of 49.18 feet to the Point of Curvature of a curve concave Southeasterly having a radius of 132.55 feet and a delta of 53°54'14"; THENCE Southwesterly along the arc of said curve a distance of 124.70 feet to the Point of Tangency (chord bearing and distance between said points being S. 66°23'44" W. - 120.15 feet); THENCE S. 39°26'37" W. a distance of 271.84 feet; THENCE S. 70°00'31" W. a distance of 149.84 feet; THENCE S. 39° 19'09" W. a distance of 50.36 feet to a point being on the boundary of the Less and Except portion of the Lands described in Official Records Book 1239, Page 2321 of the Public Records of Citrus County, Florida; THENCE N. 50°52'24" W, along the boundary of the Less and Except portion of said Lands a distance of 40.45 feet; THENCE S. 39°07'06" W. along the boundary of the Less and Except portion of said Lands a distance of 73.52 feet to a point being on a curve concave Northwesterly having a radius of 307.04 feet and a delta of 24°28'31"; THENCE Northeasterly along the arc of said curve a distance of 131.16 feet to the Point of Tangency (chord bearing and distance between said points being N. 11°58'30" E. - 130.16 feet); THENCE N. 00°15'46" W. a distance of 297.90 feet to the POINT OF BEGINNING.

EXHIBIT "A"

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2016017039 BK: 2752 PG: 155 4/18/2016 10:40 AM 1 Receipt: 2016015003
RECORDING $27.00

STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
Katie Ingle 727-781-7500
B. Email Address loans@jeffersonbankfl.com

C. SEND ACKNOWLEDGMENT TO:
Name Jefferson Bank of Florida
Address 3711 Tampa Rd
Address Oldsmar, FL 34677
City/State/Zip

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME Diamond Self Storage Property I, LLC				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1.c MAILING ADDRESS Line One 1268 Bayshore Blvd	This space not available.			
MAILING ADDRESS Line Two	CITY Dunedin	STATE FL	POSTAL CODE 34698	COUNTRY USA

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME Jefferson Bank of Florida				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3.c MAILING ADDRESS Line One 3711 Tampa Rd	This space not available.			
MAILING ADDRESS Line Two	CITY Oldsmar	STATE FL	POSTAL CODE 34677	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:
See attached Schedule to UCC-1 Financing Statement.

5. ALTERNATE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ AG LIEN ☐ NON-UCC FILING ☐ SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX
☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
☐ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA
21462-10001

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

SCHEDULE TO UCC-1 FINANCING STATEMENT

Debtor: Diamond Self Storage Property I, LLC
Secured Party: Jefferson Bank of Florida

Real Property: See Exhibit A attached hereto and made a part hereof

This Financing Statement covers the following types and items of property; fixtures, accounts receivable, contract rights, commissions, chooses in action, money, general intangibles, documents, instruments and chattel paper and all other property of whatever nature now or hereafter located on the Real Property or used in connection with, arising in connection with or otherwise related to the Real Property, wherever located, now in existence or hereafter created or acquired, and such real property, and all proceeds (including insurance proceeds), products, substitutions, accessions, additions, replacements described below and all proceeds thereof:

(a) all leasehold estate, and all right, title and interest of Debtor in and to all leases or subleases covering the Real Property or any portion thereof, or any guarantees of such leases or subleases, now or hereafter, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

(b) All rights, title and interest of Debtor in and to all options to purchase or lease the Real Property or any portion thereof or interest therein, and any greater estate in the Real Property owned or hereafter acquired;

(c) All easements, street, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, and appurtenances thereof and thereto, and all water rights;

(d) Any and all buildings, structures and improvements now or hereafter erected thereon, including but limited to the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings, structures and improvements;

(e) All fixtures, appliances, machinery, equipment, furniture and articles of personal property of Debtor now or hereafter affixed to the Real Property, all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating and power systems, machines, appliances, fixtures and appurtenances which are now or hereafter pertain or be used with, in or on the Real Property, even though they may be detached or detachable and all building improvement and construction materials, supplies and equipment hereafter delivered to said land contemplating installation or use in the constructions thereon and all rights and interests of Debtor in building permits and architectural plans and specifications relating to the contemplated construction on the Real Property and all rights and interests of Debtor in present or future mortgage loan commitments pertaining to any of the Real property of improvements thereon;

(f) All awards and proceeds of condemnation for the Real Property or any part thereof to which Debtor is entitled for any taking of all or any part of the Real Property by condemnation or exercise of the right if eminent domain;

(g) All rents, issues and profits of the Real Property and all the estate, right, title, and interest of every nature whatsoever of the Debtor in and to the same;

(h) All accounts (including contract rights) and general intangibles pertaining to or arising from or in connection with all or any par of the Real Property; and

(i) All proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items.

Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2016017039 BK: 2752 PG: 157 4/18/2016 10:40 AM 3 Receipt: 2016015003
RECORDING $27.00

EXHIBIT A

Lot 4, GOLDEN GATE CENTER, a subdivision according to the plat thereof recorded at Plat Book 17, Pages 36 and 37, in the Public Records of Citrus County, Florida, together with Maintenance Agreement recorded in O.R. Book 1522, Page 1411.

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Attachment: O & E Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

PM2-21-96

DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
STAFF FINDINGS REPORT
TO THE
PLANNING AND DEVELOPMENT COMMISSION

PLAT VACATION APPLICATION NO.: PV-21-05
Brenda McKenzie for Diamond Self Storage Property I, LLC

DATE: August 30, 2021
PREPARED BY: Joanna L. Coutu, AICP, Director; Land Development Division

REQUEST AND SUBJECT PROPERTY:	To vacate a portion of the platted utility easements lying in the Modelwood Park Plaza Replat, as recorded in Plat Book 20, Pages 63-64, public records of Citrus County, Florida (Section 11, Township 18 South, Range 18 East), lying on N. Modelwood Drive and N. Lecanto Highway, Beverly Hills, Florida. A complete legal description is on file with the Land Development Division.
SURROUNDING LAND USE	GNC/PUD, General Commercial District with a Planned Unit Development; MDR/PUD, Medium Density Residential District with a Planned Unit Development, PSO/PUD, Professional Services and Office District with a Planned Unit Development; and RUR/PUD, Rural Residential with a Planned Unit Development, on the Land Development Code (LDC) Atlas; GNC, MDR, PSO, and RMU, Residential Mixed Use District, on the Future Land Use Map.
SURROUNDING AREA	Commercial uses (vacant and improved lots); CR-491 (N. Lecanto Highway); single-family residential lots (vacant and improved)

ANALYSIS

The purpose of this application is to remove multiple utility easements lying on the above-captioned lots to allow development on the site. The property owner has requested a permit to continue mini-storage development in the area, and the permit is pending removal of these easement areas. The site is part of a larger commercial PUD which has been in existence since the 1980s and has been partially developed to date. The site was replatted and the replat retained the easements that were outlined on the older PUD as well as a prior plat from 2002.

Comprehensive Plan Policy 10B.4.3 states:

> *The vacation of rights-of-way, alleys, roads, or access easements shall only be allowed when principal or secondary access to a parcel of land is not diminished, the location of an existing or future utility is not adversely affected, or the roadway does not serve a public purpose, nor has the potential of being integrated into the transportation system.*

Attachment: Staff Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Pursuant to Administrative Regulation No. 13.01-5, this item was routed to the Land Section, Fire Rescue, and Emergency Operation Center/911, which had no objections.

The application has been reviewed by the Citrus County Utilities Division, Land Development Division, Engineering Division, GIS, Survey Section, and the Environmental Health Office (State of Florida). These offices recommend approval of the vacation application as proposed.

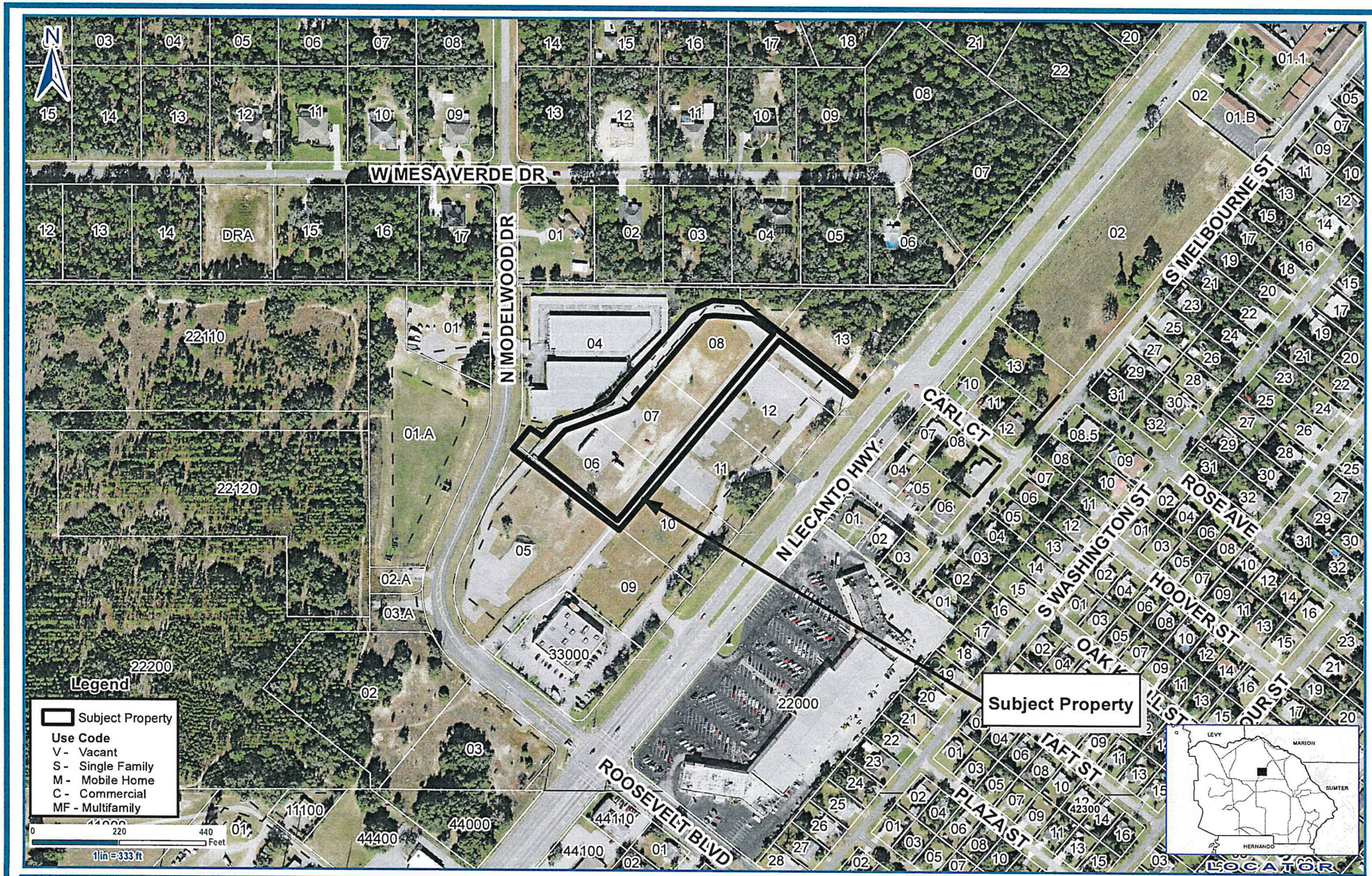
Utility companies that service the area had no concerns. The utility company comments are provided with this application.

Based on a review of the application and supporting documentation, it has been determined that this request for a plat vacation is consistent with the Comprehensive Plan and Land Development Code.

JLC/cb

Attachment: Staff Report (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Attachment: BCC pp (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat



Application #: PV-21-05	**Applicant: Brenda McKenzie for Diamond Self Storage Property 1, LLC**
Proposal: To vacate a portion of the platted utility easements lying in the Modelwood Park Plaza Replat.	**Location: 4105 N. Modelwood Dr. Beverly Hills**
	S-T-R - 18-18-11 SW
Land Use Atlas: GNC/PUD General Commercial with a Planned Unit Development	**Planner Initials:** ____ **Date:** 8/27/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

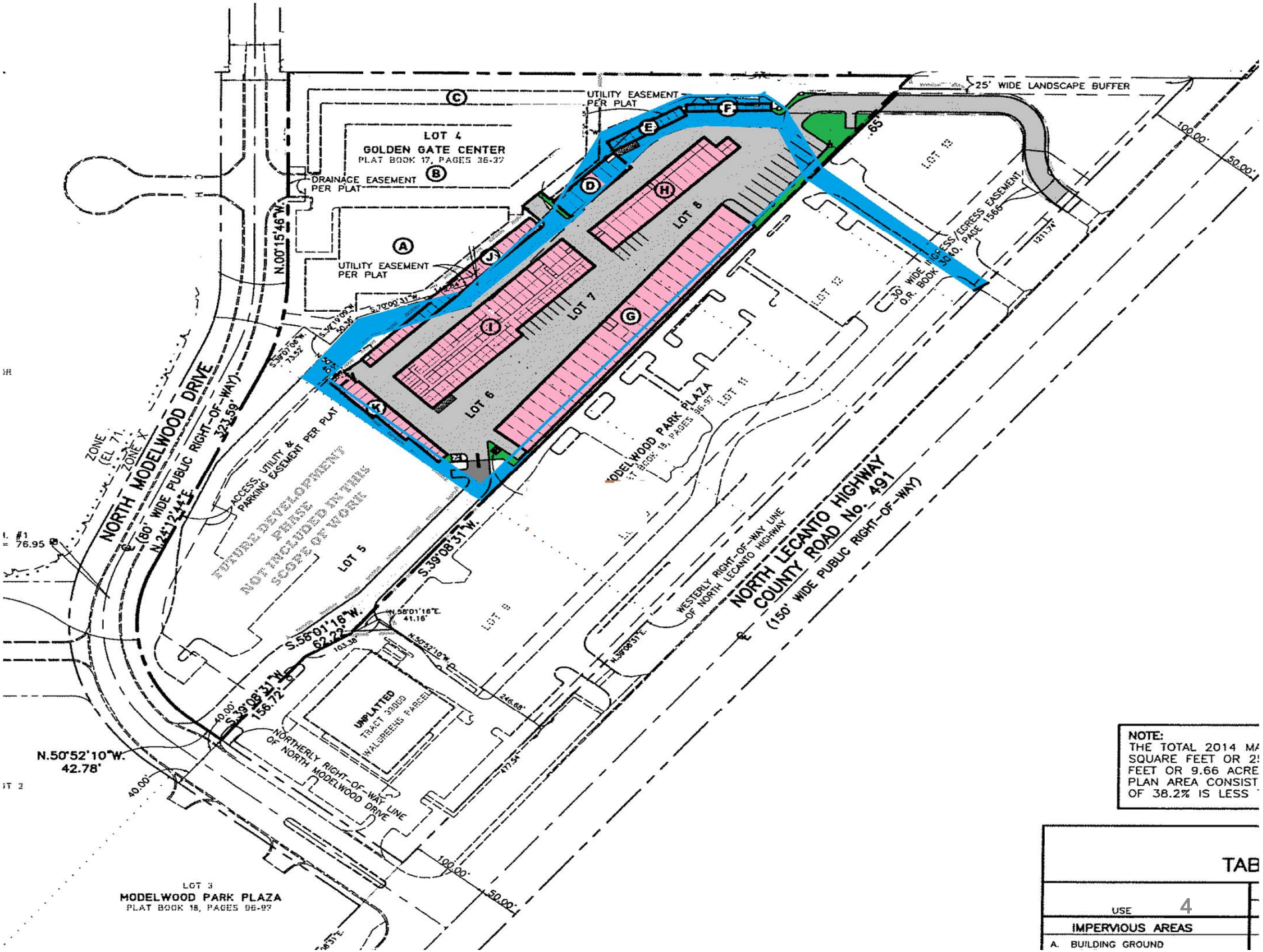
Prepared By : William Braunsch
Date: August 09, 2021
Source: Enterprise Geodatabase
Map Number: WB0000643

This information is to be used for general purpose 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 posted. However, all information provided must be independently verified by the user.

Citrus County shall not be liable for any claims, demands, or losses of any kind in connection with the use of this information, including but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of this information and the viewing, copying, or distribution of these materials.

Attachment: BCC pp (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat

Attachment: BCC pp (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat



Attachment: BCC pp (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat

Attachment: PV-21-05 Diamond Self Storage Resolution--Sets PH (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for

RESOLUTION NO. 2021 –

A RESOLUTION PROVIDING FOR A PUBLIC HEARING ON A PETITION FILED BY BRENDA MCKENZIE FOR DIAMOND SELF STORAGE PROPERTY 1 LLC FOR PV-21-05 TO VACATE THE UTILITY EASEMENTS LYING ON LOTS 6,7,8 AND 13, AS OUTLINED ON THE PLAT OF MODELWOOD PARK PLAZE, RECORDED IN PLAT BOOK 20, PAGES 63-64, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

WHEREAS, Brenda McKenzie for Diamond Self Storage Property 1 LLC has submitted a Petition to the Board of County Commissioners of Citrus County, Florida, to vacate the utility easements lying on Lots 6,7,8 and 13, as outlined on the plat of Modelwood Park Plaza, recorded in Plat Book 20, pages 63-64, Public Records of Citrus County, Florida; and

WHEREAS, the petitioner has requested that the Board adopt this Resolution setting a time and place for a public hearing to consider whether it will vacate the above-described property; and

WHEREAS, the petitioner acknowledges that any such vacation enacted pursuant to this section shall be subject to any plat vacations as may be delineated as necessary to further and/or preserve the public health, safety and welfare; and

WHEREAS, it appears that the petition is sufficient under Section 177.101, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida, in regular session this 12th day of October, 2021, as follows:

1. That a public hearing shall be held in the County Commission Chambers located in the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, at 1:30 PM on the 9th day of November, 2021, to determine whether or not this Board shall vacate the utility easements lying on Lots 6,7,8 and 13, as outlined on the plat of Modelwood Park Plaza, recorded in Plat Book 20, pages 63-64, Public Records of Citrus County, Florida, and disclaim any right of the County and the public in and to the plat vacation and the lands in connection therewith.

2. That Notice of such hearing shall be published one time in a newspaper of general circulation in Citrus County, Florida, at least two weeks prior to the date of the

hearing.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

_____
ANGELA VICK, CLERK

BY:_____
SCOTT CARNAHAN, CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY:

_____
DENISE A. DYMOND LYN
COUNTY ATTORNEY

Attachment: PV-21-05 Diamond Self Storage Resolution--Sets PH (18394 : PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Set A Public Hearing - Boat Launch Ordinance
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

Set A Public Hearing pertaining to the revision of the Boat Launch Ordinance.

BUDGET IMPACT/FUNDING SOURCE:

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

No budgetary impact.

RECOMMENDED ACTION:

Set a Public Hearing on October 26, 2021, at 1:40 p.m., on revising Ordinance No. 2021-01 of Citrus County, Florida, revising the Administrative and Enforcement provisions of the County's Boat Launch Ordinance; providing for Severability; providing for inclusion into the code; providing for modifications that may arise from consideration at Public Hearing; providing for repeal of inconsistent provisions; and providing for an effective date.

ORDINANCE NO. 2021-____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA REVISING THE ADMINISTRATIVE AND ENFORCEMENT PROVISIONS OF THE COUNTY'S BOAT LAUNCH ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS, AND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes, Chapter 125.01, the Board of County Commissioners has the power to carry on county government and adopt ordinances and resolutions necessary for the exercise of its powers, prescribe fines and penalties for the violation of ordinances in accordance with law; and

WHEREAS, it is the intent of the Board of County Commissioners to promote, protect and improve the health, safety, and welfare of the citizens of Citrus County, Florida; and

WHEREAS, the Board of County Commissioners of Citrus County, Florida, finds that it is in the best interest of the public health, safety and welfare to assess a fee for the launching of watercraft from County owned boat ramps; and

WHEREAS, the Board of County Commissioners of Citrus County, Florida, finds that it is in the best interest of the public to enforce the administration and collection of boat launch fees through the special master process rather than the citation process,

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA THAT THE CODE OF ORDINANCES IS HEREBY AMENDED AS FOLLOWS:

Section 1. Section 106-49 of Article III, Chapter 106 of the Citrus Code of Ordinances, is amended to provide for the administration and enforcement of watercraft launch fees as follows:

Sec. 106-49. Administration and Enforcement

1. Any person, firm or corporation who violates the provisions of this ordinance shall be issued a Notice of Violation which will be referred to the Citrus County Code Compliance Special Master for enforcement in accordance with Chapter 162, Florida Statutes, and Chapter 19 of the Citrus County Code.

2. The administrative fine for the first violation of this ordinance shall be fifty dollars ($50.00), plus administrative costs.

3. Increased administrative fines may be imposed for repeat violations of this ordinance committed within six months of a prior violation and for which the violator admits responsibility or is determined guilty.

Attachment: Ordinance Boat Launch Fees Revised Procedure Final (18434 : Set A Public Hearing - Boat Launch Ordinance)

4. The administrative fine for the first repeat violation shall be two-hundred fifty dollars ($250.00), plus administrative costs.

5. The administrative fine for a second or subsequent violation shall be five hundred dollars ($500.00), plus administrative costs.

6. Citrus County Code Enforcement Officers and any agents of Citrus County designated by the County Administrator are authorized to issue Notices of Violations under this ordinance. The Notice of Violation shall include the date and time of the hearing scheduled before the Code Compliance Special Master and shall be served as provided in Section 162.12, Florida Statutes, as amended from time to time.

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 so as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 3. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate the revisions of Sec. 106-49, Chapter 106, Article III to the Citrus County Code of Ordinances where indicated.

Section 4. 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 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 Boat Launch Fees Revised Procedure Final (18434 : Set A Public Hearing - Boat Launch Ordinance)

ORDINANCE NO. 2021-____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA REVISING THE ADMINISTRATIVE AND ENFORCEMENT PROVISIONS OF THE COUNTY'S BOAT LAUNCH ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS, AND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes, Chapter 125.01, the Board of County Commissioners has the power to carry on county government and adopt ordinances and resolutions necessary for the exercise of its powers, prescribe fines and penalties for the violation of ordinances in accordance with law; and

WHEREAS, it is the intent of the Board of County Commissioners to promote, protect and improve the health, safety, and welfare of the citizens of Citrus County, Florida; and

WHEREAS, the Board of County Commissioners of Citrus County, Florida, finds that it is in the best interest of the public health, safety and welfare to assess a fee for the launching of watercraft from County owned boat ramps; and

WHEREAS, the Board of County Commissioners of Citrus County, Florida, finds that it is in the best interest of the public to enforce the administration and collection of boat launch fees through the special master process rather than the citation process,

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA THAT THE CODE OF ORDINANCES IS HEREBY AMENDED AS FOLLOWS:

Section 1. Section 106-49 of Article III, Chapter 106 of the Citrus Code of Ordinances, is amended to provide for the administration and enforcement of watercraft launch fees as follows:

Sec. 106-49. Administration and Enforcement

1. Any person, firm or corporation who violates the provisions of this ordinance shall be ~~guilty of a civil infraction~~issued a Notice of Violation which will be referred to the Citrus County Code Compliance Special Master for enforcement in accordance with Chapter 162, Florida Statutes, and Chapter 19 of the Citrus County Code.

2. The ~~civi~~l administrative fine for the first violation of this ordinance shall be fifty dollars ($50.00), plus administrative ~~and court~~ costs.

3. Increased ~~civil~~ administrative fines may be imposed for repeat~~ed~~ violations of this ordinance~~. A "repeat violation" is a second or subsequent violation of this ordinance~~ committed within six months of a prior violation and for which the violator~~person, firm or corporation~~ admits responsibility or is determined guilty.

Attachment: Ordinance Boat Launch Fees Revised Procedure red line (18434 : Set A Public Hearing - Boat Launch Ordinance)

4. The ~~civil~~administrative fine for the first repeat violation shall be two-hundred fifty dollars ($250.00), plus administrative ~~and court~~ costs.

5. The ~~civil~~administrative fine for a second or subsequent violation shall be five hundred dollars ($500.00), plus administrative ~~and court~~ costs.

6. ~~The Citrus County Sheriff's Department,~~ Citrus County Code Enforcement Officers and any agents ~~other employees~~ of Citrus County designated by the County Administrator are authorized to issue ~~civil citations~~ Notices of Violations under this ordinance. The Notice of Violation ~~citation~~ shall~~may~~ include the date and time of the hearing scheduled before the Code Compliance Special Master and shall be served as provided in Section 162.12, Florida Statutes, as amended from time to time.~~by personal delivery, by first class mail or by affixing the citation to the vehicle, water craft or trailer~~.

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 so as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 3. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate the revisions of Sec. 106-49, Chapter 106, Article III to the Citrus County Code of Ordinances where indicated.

Section 4. 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 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 Boat Launch Fees Revised Procedure red line (18434 : Set A Public Hearing - Boat Launch Ordinance)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Set Workshops
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

October 26 - Workshop

9:00 am Wastewater Treatment Feasibility Analysis (septic to sewer)
10:00 am Discussion on Leasing BOCC buildings to Non-Profit

November 9 - Workshop

8:00 am Waterfront Setbacks, conditional uses
9:00 am Residential Road Resurfacing, Sales Tax, Methodology and Funding

November 30 - Workshop

9:00 a.m. Universal Collection

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and Set the following Workshops

October 26 - Workshop

9:00 a.m. Wastewater Treatment Feasibility Analysis (septic to sewer)
10:00 a.m. Discussion on Leasing BOCC buildings to Non-Profit

November 9 - Workshop

8:00 a.m. Waterfront Setbacks, conditional uses
9:00 a.m. Residential Road Resurfacing, Sales Tax, Methodology and Funding

November 30 - Workshop

9:00 a.m. Universal Collection

AGENDA MEMORANDUM

FROM:	Craig Stevens, Fire Chief
SUBJECT:	Proclamation Fire Prevention Week 2021
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

Citrus County Fire Rescue requests the Board to proclaim October 3 - 9, 2021 as "Fire Prevention Week" in Citrus County, Florida.

BUDGET IMPACT/FUNDING SOURCE:

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

No budgetary impact

RECOMMENDED ACTION:

Approve and authorize the Board to execute a Proclamation declaring October 3 through 9, 2021 as "Fire Prevention Week" in Citrus County, Florida. "Learn the Sounds of Fire Safety™".

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

P R O C L A M A T I O N

FIRE PREVENTION WEEK

"LEARN THE SOUNDS OF FIRE SAFETY™"

WHEREAS, Citrus County, Florida is committed to ensuring the safety and security of all those living in and visiting Citrus County; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,770 people in the United States in 2019, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 339,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Citrus County residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

WHEREAS, Citrus County's residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

NOW, THEREFORE, the Board of County Commissioners of Citrus County, Florida, does hereby proclaim the week of October 3-9, 2021 as "Fire Prevention Week" in Citrus County, Florida and throughout the state, and urge all the people of Citrus County to "Learn the Sounds of Fire Safety" for Fire Prevention Week 2021 and to support the many public safety activities and efforts of Citrus County's fire and emergency services.

EXECUTED this 12th day of October 2021

_____

Chairman Scott Carnahan

_____ _____

Ronald E. Kitchen Jr. **Ruthie Davis Schlabach**

_____ _____

Jeff Kinnard, DC **Holly L. Davis**

Attachment: Fire Prevention Week 2021 (18436 : Proclamation Fire Prevention Week 2021)

Attachment: Fire Prevention Week 2021 (18436 : Proclamation Fire Prevention Week 2021)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Proclamation Business Appreciation Month
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

The Citrus County Chamber has requested a Proclamation to recognize October as Business Appreciation 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 recognize the month of October, 2021 as Business Appreciation 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
BUSINESS APPRECIATION MONTH

WHEREAS, the Board of County Commissioners acknowledges the importance of the businesses located in Citrus County, and the commissioners wish to recognize and support the businesses and their employees that provide many of the services needed by the citizens of our community; and

WHEREAS, the businesses in Citrus County provide thousands of jobs that promote the economic success of our community and enhance our high quality of life including education, recreation, environment, safety, health and welfare through the contributions that the businesses make to Citrus County via the wages they pay to employees and taxes they pay to support Citrus County infrastructure; and

WHEREAS, the Citrus County Chamber of Commerce is celebrating the month of October 2021 as "Business Appreciation Month" to recognize the important role and vital contributions that our businesses pay in Citrus County.

NOW, THEREFORE, the Board of County Commissioners of Citrus County, Florida, does hereby proclaim the month of October 2021 as "Business Appreciation Month" in Citrus County, Florida and encourages all residents, together with the Chamber of Commerce during their celebration, to recognize our business community for their contributions to Citrus County.

EXECUTED this 12th day of October 2021

_____
Chairman Scott Carnahan

_____ _____
Ronald E. Kitchen Jr. **Ruthie Davis Schlabach**

_____ _____
Jeff Kinnard D.C. **Holly L. Davis**

Attachment: 10-12-2021 Proc Business Appreciation Month (18391 : Proclamation Business Appreciation

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Proclamation Native Plant Month
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

The Florida Native Plant Society, Citrus Chapter has requested a proclamation to recognize Native Plant 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 October 2021 as Native Plant 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
FLORIDA NATIVE PLANT MONTH

WHEREAS, Florida native plants are critical to the health of bees, insects, butterflies and other animals by providing food and shelter. Many native plants are endangered or threatened species and must be protected; and

WHEREAS, the mission of the Florida Native Plant Society is the preservation, conservation and restoration of the native plants and native plant communities of Florida. The Florida Native Plant Society has been at the forefront, since its founding in the summer of 1980 in Winter Park, Florida of the movement to save Florida's Native Plants; and

WHEREAS, the Florida Native Plant Society was founded by a group of scientists, educators and conservationists concerned about the loss of Florida's native plants and the introduction of non-native species overtaking natural areas; and

WHEREAS, the Society now consists of 33 chapters and 5,256 members from all walks of life who volunteer their time, knowledge and skills in public workshops, participating in Land Management Reviews, restoration projects, workdays and teaching Floridians about the many benefits of native plants. Florida has an incredible wealth of natural areas to showcase our native plants and native plant communities to our citizens and visitors alike. These natural communities must be preserved for future generations.

NOW, THEREFORE, the Board of County Commissioners of Citrus County, Florida~~,~~ does hereby proclaim the month of October 2021, as "Florida Native Plant Month" in Citrus County, Florida.

EXECUTED this 12th day of October 2021

_____
Chairman Scott Carnahan

_____ _____
Ronald E. Kitchen Jr. **Ruthie Davis Schlabach**

_____ _____
Jeff Kinnard D.C. **Holly L. Davis**

Attachment: 10-12-2021 Proc Florida Native Plant Society (18392 : Proclamation Native Plant Month)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Proclamation Domestic Violence Awareness Month
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

CASA requests the Board to proclaim the month of October 2021 as Domestic Violence Awareness 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 proclaim the month of October 2021 as Domestic Violence Awareness 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

DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, domestic violence is a crime that threatens the safety and lives of hundreds of Citrus County residents every year; and domestic violence is a pattern of behaviors that individuals use against their intimate partners or former partners to establish power and control; and

WHEREAS, while the State of Florida is recognized nationally as a leader in the creation of groundbreaking domestic violence programs, policies and services to survivors and their children, it remains a serious societal concern; and the 2020 Florida Department of Law Enforcement's Uniform Crime Report reflected 833 domestic violence crimes in Citrus County; and

WHEREAS, 3 individuals died as a result of domestic violence murder in 2020 in Citrus County. in fiscal year 2020-2021, CASA, Citrus County's certified domestic violence center provided emergency shelter to survivors of domestic violence and their children totaling 5,906 nights in shelter and provided services to 247 survivors and their children through shelter and outreach; and

WHEREAS, advocates at CASA, Citrus County's certified domestic violence center provided 1,166 safety plans, responded to 711 crisis hotline calls, provided over 5,568 community referrals for assistance, and provided violence prevention education to 188 youth in Citrus County; and

WHEREAS, partnerships between local agencies, nonprofit and private organizations, law enforcement and the courts, health care and legal providers, faith-based communities and educational institutions create a coordinated, efficient and cost-effective system of services for survivors and their children; and

WHEREAS, these partnerships and collaborations working collectively and creatively help to provide safety and resources to survivors, prevent initial acts of intimate partner violence and hold perpetrators accountable; and

NOW, THEREFORE, be it resolved that the Board of County Commissioners of Citrus County, Florida, does hereby recognize October 2021 as Domestic Violence Awareness Month and encourage all Citrus County citizens to work collectively to promote healthy and peaceful relationships and prevent domestic violence.

EXECUTED this 12th day of October 2021

_____

Chairman Scott Carnahan

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

Attachment: 10-12-2021 Proc Domestic Violence Awareness Month (18478 : Proclamation Domestic

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; JonesEdmunds
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

On August 21, 2018, the Board awarded RFQ 18-060 to Jones Edmunds & Associates, Inc. to provide professional engineering services to the Department of Water Resources as one of six consultants selected for a three-year period, expiring on September 30, 2021 and was recently extended until January 31, 2022.

Staff desires to issue a Work Authorization utilizing the RFQ 18-060 to Jones, Edmunds & Associates, Inc. to prepare the Water Use Permit renewal documentation for the Charles A. Black (CAB) Water Supply System, which includes preparing the 20-year water demand projections, preparing a groundwater modeling report, submitting the final application package, and responding to a request for additional information from SWFWMD at a cost of $93,255.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
9000-53100	Prof Serv	$2,510,757	$697,189	$1,060,288	$753,279

Citrus County Utilities-Professional Services
*Prior to award

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute a Work Authorization for Jones, Edmunds & Associates, Inc. to prepare the Water Use Permit renewal documentation for the Charles A. Black (CAB) Water Supply System.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2021

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
Risk Strategies
12801 North Central Expy. Suite 1710
Dallas, TX 75243

CONTACT NAME: Brian R Hadar
PHONE (A/C, No, Ext): (214) 323-4602 FAX (A/C, No): (214) 503-8899
E-MAIL ADDRESS: certificatedallas@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Indemnity Co of America	25666
INSURER C : Travelers Property Casualty Co of Amer	25674
INSURER D : XL Specialty Insurance Company	37885
INSURER E : Travelers Indemnity Company	25658
INSURER F :	

INSURED
Jones Edmunds & Associates, Inc,.
730 N.E. Waldo Road
Gainesville FL 32641

COVERAGES CERTIFICATE NUMBER: 62583289 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	✓ COMMERCIAL GENERAL LIABILITY	✓	✓	6808N190672	6/30/2021	6/30/2022	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 10,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY	✓	✓	BA8R804284	6/30/2021	6/30/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	✓ 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)	$
								$
C	✓ UMBRELLA LIAB ✓ OCCUR	✓	✓	CUP8N201316	6/30/2021	6/30/2022	EACH OCCURRENCE	$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 5,000,000
	☐ DED ✓ RETENTION $ 10,000							$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		✓	UB8N190948	6/30/2021	6/30/2022	✓ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liability		✓	DPR9980126	6/30/2021	6/30/2022	Per Claim	$5,000,000
							Annual Aggregate	$5,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies. Citrus County Florida is named additional insured on the general, auto, and umbrella liability coverage as required by written contract. A waiver of subrogation is shown in favor of the additional insured on all policies as required by written contract.
RE: RFQ 018-060, Continuing Contract for Water, Wastewater, and Reclaimed Utility Systems Professional Engineering Services

CERTIFICATE HOLDER

Citrus County Florida, a Political Subdivision
of the State of Florida
3600 W. Sovereign Path, Suite 266
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Brian R. Hadar
Brian Hadar

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Attachment: 10-12-21 RFQ 18-060 WA 21-171 Agenda Docs (18431 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility

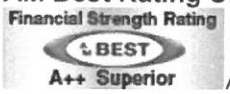
The Phoenix Insurance Company

AMB #: 002518 NAIC #: 25623 FEIN #: 060303275

Domiciliary Address
One Tower Square
Hartford, Connecticut 06183
United States

Web: www.travelers.com
Phone: 860-277-0111
Fax: 844-816-9447

AM Best Rating Unit: AMB #: 018674 - Travelers Group



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional for this company.

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

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:	November 05, 2019
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa+ (Superior)
Outlook:	Stable
Action:	Affirmed
Effective Date:	November 05, 2019
Initial Rating Date:	April 18, 2005

u Denotes Under Review Best's Rating

The Travelers Indemnity Company of America

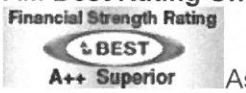
AMB #: 004003 NAIC #: 25666 FEIN #: 586020487

Attachment: 10-12-21 RFQ 18-060 WA 21-171 Agenda Docs (18431 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility

Domiciliary Address
One Tower Square
Hartford, Connecticut 06183
United States

Web: www.travelers.com
Phone: 860-277-0111
Fax: 844-816-9447

AM Best Rating Unit: AMB #: 018674 - Travelers Group



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional for this company.

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

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:	November 05, 2019
Initial Rating Date:	June 30, 1951

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa+ (Superior)
Outlook:	Stable
Action:	Affirmed
Effective Date:	November 05, 2019
Initial Rating Date:	April 18, 2005

u Denotes Under Review Best's Rating

Travelers Property Casualty Company of America

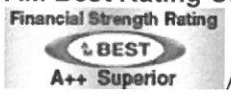
AMB #: 004461 NAIC #: 25674 FEIN #: 362719165

Domiciliary Address
One Tower Square
Hartford, Connecticut 06183
United States

Attachment: 10-12-21 RFQ 18-060 WA 21-171 Agenda Docs (18431 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility

Web: www.travelers.com
Phone: 860-277-0111
Fax: 844-816-9447

AM Best Rating Unit: AMB #: 018674 - Travelers Group



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional for this company.

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

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:	November 05, 2019
Initial Rating Date:	June 30, 1972

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa+ (Superior)
Outlook:	Stable
Action:	Affirmed
Effective Date:	November 05, 2019
Initial Rating Date:	April 18, 2005

u Denotes Under Review Best's Rating

XL Specialty Insurance Company

AMB #: 000779 NAIC #: 37885 FEIN #: 850277191
Administrative Office
Seaview House 70 Seaview Avenue
Stamford, Connecticut 06902
United States

Web: www.axaxl.com
Phone: 203-964-5200
Fax: 203-964-3444
View Additional Address Information

Attachment: 10-12-21 RFQ 18-060 WA 21-171 Agenda Docs (18431 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility

AM Best Rating Unit: AMB #: 086106 - XL Bermuda Ltd

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional for this company.

Based on AM Best's analysis, 085085 - AXA S.A. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength 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 29, 2020
Initial Rating Date:	June 30, 1989

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa- (Superior)
Outlook:	Stable
Action:	Affirmed
Effective Date:	September 29, 2020
Initial Rating Date:	April 11, 2005

u Denotes Under Review Best's Rating

The Travelers Indemnity Company

AMB #: 002520 NAIC #: 25658 FEIN #: 060566050

Domiciliary Address
One Tower Square
Hartford, Connecticut 06183

United States

Web: www.travelers.com

Phone: 860-277-0111

Fax: 844-816-9447

Attachment: 10-12-21 RFQ 18-060 WA 21-171 Agenda Docs (18431 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility

AM Best Rating Unit: AMB #: 018674 - Travelers Group

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional for this company.

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category): A++ (Superior)

Affiliation Code: g (Group)

Outlook (or Implication): Stable

Action: Affirmed

Effective Date: November 05, 2020

Initial Rating Date: June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category): aa+ (Superior)

Outlook (or Implication): Stable

Action: Affirmed

Effective Date: November 05, 2020

Initial Rating Date: April 18, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Attachment: 10-12-21 RFQ 18-060 WA 21-171 Agenda Docs (18431 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility

WORK AUTHORIZATION FORM

PROFESSIONAL SERVICES – CONTINUING SERVICES CONTRACT-
UTILITIES/WATER RESOURCES
RFQ 18-060

Once completed, print the form, have it signed by all those indicated below and mail to OMB/Purchasing. Please be advised, the use of professional services under the continuing services contract is restricted as follows: The cost of the engineering study is < $200,000 or the cost of the construction project for which an engineering design is being performed is < $2 million.

USE THE TAB KEY TO MOVE BETWEEN FIELDS

NAME OF PROJECT: (Two lines maximum) Charles A. Black Water Use Permit Renewal

DEPARTMENT / DIVISION / OFFICE: Water Resources Planning and Engineering

TECHNICAL CONTACT: Jeanette Smith

GRANT FUNDED: YES (NO)

FINANCING REQUIRED: YES (NO)

ACCOUNT NUMBER: (Four lines maximum) 9000-53100

BUDGET AMOUNT: (Four lines maximum) $94,754.00

PLANNING/STUDY YES (NO)

DESIGN / CONSTRUCTION YES (NO)

DESCRIBE THE PROJECT; GIVE THE NAME OF CONSULTANT; AND PROVIDE QUOTED PRICE (attach additional sheets if necessary):

The County and the Withlacoochee Regional Water Supply Authority were issued Water Use Permit (WUP No. 20 007121.006) for public supply by the Southwest Florida Water Management District (SWFWMD) on March 13, 2012. The WUP will expire March 13, 2022.This project includes preparing the 20-year water demand projections, preparing a groundwater modeling report, submitting the final application package, and responding to one request for additional information (RAI) from SWFWMD.

REQUESTOR _____ **DATE** _____
PRINT or TYPE NAME

DIVISION DIRECTOR _____ **DATE** _____
Required regardless of the cost

DEPARTMENT DIRECTOR _____ **DATE** _____
Required if cost is > $5,000

MANAGEMENT & BUDGET DIRECTOR _____ **DATE** _____
Required if cost is > $10,000

CHAIRMAN _____ **DATE** _____
Required if cost is > $25,000

Please return Completed Form to the Purchasing Manager- OMB

Attachment: 10-12-21 RFQ 18-060 WA 21-171 Agenda Docs (18431 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility

JonesEdmunds
Integrity • Knowledge • Service

Attachment: 10-12-21 RFQ 18-060 WA 21-171 Agenda Docs (18431 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility

September 2, 2021

Christina Malmberg, PE
Utility Planning and Engineering, Director
Citrus County Department of Water Resources
3600 W. Sovereign Path, Suite 291
Lecanto, Florida 34461

RE: Citrus County
Charles A. Black Water Use Permit Renewal
Jones Edmunds Opportunity No.: 95503-221-21

Dear Ms. Malmberg:

Jones Edmunds & Associates, Inc. is pleased to provide Citrus County with this proposal to prepare the Water Use Permit renewal documentation for the Charles A. Black (CAB) Water Supply System.

PROJECT BACKGROUND

The County and the Withlacoochee Regional Water Supply Authority were issued Water Use Permit (WUP No. 20 007121.006) for public supply by the Southwest Florida Water Management District (SWFWMD) on March 13, 2021. The WUP will expire March 13, 2022.

The County, the Withlacoochee Regional Water Supply Authority, and Jones Edmunds attended a pre-application meeting with the SWFWMD on August 9, 2021. They main goal of the meeting was to determine the permitting requirements for the CAB water supply system including the modeling to be implemented, specific SWFWMD concerns to be addressed in the permitting documents, and to develop the requirements for the population and water demand projections. Based on the meeting, the SWFWMD District Wide Regional Model (DWRM) can be used to assess potential impacts to water levels; however, impacts to the spring flows may need to be assessed with the Integrated Northern Tampa Bay (INTB) model developed by Tampa Bay Water and the SWFWMD.

The following Scope of Services includes preparing the 20-year water demand projections, preparing a groundwater modeling report, submitting the final application package, and responding to one request for additional information (RAI) from SWFWMD.

SCOPE OF SERVICES

TASK 1 – WATER DEMAND PROJECTIONS

Jones Edmunds will prepare a list of data needed from the County to prepare for a pre-application meeting with SWFWMD. This data will include, but necessarily not be limited to:

- Raw and finished monthly water use data.
- Results of water audits.
- Information on planned developments and projected phasing.
- Information on future service areas and water system expansions.

Jones Edmunds will complete the following for the pre-application meeting:

- Prepare a revised Water Service Area Boundary map.
- Identify any existing water providers in the proposed service area boundary.
- Prepare a summary of current water demands.
- Develop population projections from the SWFWMD population projection geodatabase and planned development information provided by the County.
- Develop projected water demand for a 20-year permit.
- Attend one review meeting with the County to discuss the data collected and the preliminary demand projections. The following will be determined at the meeting:
    - Final service area boundary to include in the permit application.
    - The required water quantity increase that will be requested in the permit application.

Deliverables: Electronic (pdf) copies of the meeting minutes. Draft copies of the preliminary demand projections.

TASK 2 - DWRM GROUNDWATER MODELING AND DISTRICT REVIEW MEETING

Following completion of Task 2, Jones Edmunds will perform preliminary groundwater modeling using DWRM to prepare for a pre-application meeting with the District. The preliminary modeling will include:

- Applicant's predicted incremental drawdown scenario (water level change from current permitted withdrawal)
- Applicant's cumulative drawdown scenario (water level change from pumps on/off).
- Drawdown contour maps for each model layer showing locations of lakes, wetlands, and springs.

Jones Edmunds will coordinate and attend a pre-application meeting with the County and SWFWMD to present the service area, population demand projections, and preliminary ground water modeling.

The following items will be decided at the review meeting:

- Need for revisions to the demand projections or service area boundaries based on SWFWMD requirements.
- Need for additional groundwater modeling using the INTB model to evaluate spring flows.
- Specific springs to be included in the model flow analysis.

Attachment: 10-12-21 RFQ 18-060 WA 21-171 Agenda Docs (18431 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility

TASK 3– SUPPLEMENTAL GROUNDWATER MODELING (IF REQUIRED)

As discussed at the pre-application meeting, a review of potential impacts to spring flows near the CAB Water Service Area may be needed. Jones Edmunds will present the preliminary groundwater modeling at the pre-application to discuss the applicability of additional groundwater modeling.

If required by SWFWMD, Jones Edmunds will use another model selected by SWFWMD to evaluate spring flow changes from the proposed withdrawals. Before running the proposed withdrawal scenario, a baseline simulation representing the current permitted annual average quantities for the County will be developed. Wells identified under Water Use Permit (WUP) 7121 will be identified in the model and modified to reflect current permitted rates. This baseline will serve as a basis to compare the proposed withdrawals. The proposed withdrawal scenario will then be run and the average spring flow difference between the baseline and proposed scenario will be compared.

TASK 4 – FINAL DWRM MODEL AND EXISTING USER SURVEY

Following SWFWMD review of the proposed demand projections and preliminary groundwater modeling, we will make necessary updates to the DWRM model and will re-run the scenarios identified in Task 2 and perform and existing user impact analysis. The existing user impact analysis will include:

- A model scenario to simulate peak month quantities estimated from the peak month use within the last 5 years.
- Review of the SWFWMD Well Completion Report and Water Use Permit databases to identify existing users within the 0.5-foot drawdown contour.
- Review of well construction information for wells within the 0.5-foot drawdown contours to determine potential impacts to existing users.

TASK 5 – WUP APPLICATION

Jones Edmunds will prepare a permit application package that includes the following:

- Main Application Form (includes wellfield withdrawal schedule) (LEG-R.100.00).
- Public Supply Supplemental Form E (LEG-R.033.02).
- County provided Water Conservation Plan.
- Site location map.
- Service area map.
- Technical Report summarizing:
  - Population and water demand projections.
  - Results of groundwater modeling.
  - Results of existing user impact analysis.
  - Location Site Maps

Attachment: 10-12-21 RFQ 18-060 WA 21-171 Agenda Docs (18431 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility

Deliverables: Jones Edmunds will provide draft copies of the application to the County in PDF format. The final application and forms will be submitted online through the SWFWMD's online permitting portal.

TASK 6 – PERMIT REVIEW SERVICES

This task includes time to coordinate draft permit review with SWFWMD, prepare clarification materials, discuss clarification requests with SWFWMD staff and the County, discuss requests for additional information, and prepare a response to requests for clarification or information.

This task also includes reviewing the draft WUP to ensure that the permit conditions are in accordance with the WUP application. The team will provide written comments on the permit to submit to SWFWMD and will assist the County in revising the WUP if necessary.

Deliverables: The CONSULTANT will provide draft and final copies of the RAI response in PDF format.

PROJECT SCHEDULE

This Task Assignment shall commence upon Notice to Proceed (NTP) and the WUP application package will be submitted by the March 13, 2022 deadline outlined in the permit. The listed project milestone schedule below is estimated, and tasks will be completed to ensure submittal by the permit deadlines.

Milestone	Activity Duration (Days)	Days from NTP
Water Demand Projections	45	45
Preliminary DWRM Groundwater Modeling and Review Meeting	30	75
Supplemental Groundwater Modeling (If Required)	30	105
Review Meeting	15	120
Final DWRM Modeling and Existing User Survey	20	140
WUP Application	30	170
RAI Response	120	290

Attachment: 10-12-21 RFQ 18-060 WA 21-171 Agenda Docs (18431 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility

COMPENSATION

Jones Edmunds proposes to perform the Scope of Services as described herein for the lump-sum fee amounts listed below:

Task	Total
Water Demand Projections	$21,743
Preliminary DWRM Groundwater Modeling and Review Meeting	$19,053
Supplemental Groundwater Modeling (If Required)	$21,845
Final DWRM Modeling and Existing User Survey	$11,560
WUP Application	$14,496
RAI Response (If Required)	$6,058
Total Lump-Sum Fee	**$94,754**

EXCLUSIONS AND CONDITIONS

The following items are exclusions to or conditions of this Scope of Services:

- The County will review the permit-application documents and sign the appropriate application forms.
- The County will provide necessary documentation of proof of property ownership.
- The County will provide the direction on the final service area to include in the application.
- The County will provide a recent water conservation plan to be submitted with the application. The scope excludes site visits, environmental assessments, or development of an environmental monitoring plan.
- Task 3 includes supplemental modeling requested by SWFWMD. We assume that the groundwater modeling requested by the District will not the use of require purchase of new proprietary software or development and calibration of a new groundwater model.
- This scope includes one response to an RAI from SWFWMD. We assume that the responses will be clarification of data or assessments previously completed for the WUP and that no assessments or site visits will be required for this task. A proposal for a new task order will be prepared if the RAI response requires additional model scenarios or assessments.

Attachment: 10-12-21 RFQ 18-060 WA 21-171 Agenda Docs (18431 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility

Jones Edmunds appreciates this opportunity to offer our continuing professional engineering services to Citrus County and we look forward to working with the County on this important project. Please do not hesitate to contact us if you have any questions regarding the proposed Scope of Services.

Sincerely,

Troy Hays, PG
Sr. Manager / Vice President
thays@jonesedmunds.com

Y:\03860-Citrus County\Opportunities\2021\95503-221-21_CABlackWaterWUPRenewal\proposal\2021.09.23_CAB WUP Renewal.doc

Attachment: 10-12-21 RFQ 18-060 WA 21-171 Agenda Docs (18431 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility

JonesEdmunds

Project Name: Charles A. Black Water Use Permit Application
Client: Citrus County
Opportunity Number: 95503-221-21

Prepared On: 08/19/21
Prepared By: T.Hays
Revised On: 9/2/2021
Revised By: M. Hays

		Staffing Plan											
		Project Officer	Senior Project Manager	Sr. Engineer	Hydro-geologist	Engineer Intern	Sr. Admin Assistant	LSG Sr. Eng.	LSG Eng./ Hydro-geologist				
		Contract Billing Rate											
		$250.00	$225.00	$215.00	$170.00	$100.00	$85.00	$209.39	$179.40				
Task No.	Task Name	Hours								Labor Hours	Direct Labor Costs	Expenses Costs	Total Fee
1	Water Demand Projections	2	8	2	80	24		12		128	$ 21,243	$ 500	$ 21,743
2	Preliminary DWRM Groundwater Modeling and Review Meeting		4	2	80	8	6	12		112	$ 18,753	$ 300	$ 19,053
3	Supplemental Modeling (if Needed)		4	2	12	8	6	12	80	124	$ 21,545	$ 300	$ 21,845
4	Final DWRM Modeling and Existing User Survey		4	2	40	24		4		74	$ 11,361	$ 200	$ 11,560
5	WUP Application	2	4	2	40	24	6	6		84	$ 12,796	$ 1,700	$ 14,496
6	RAI Response		4	2	16	8	2	4		36	$ 5,858	$ 200	$ 6,058
	Project Total	**4**	**28**	**12**	**268**	**96**	**20**	**50**	**80**	**558**	**$ 91,555**	**$ 3,200**	**$ 94,754**

Attachment: 10-12-21 RFQ 18-060 WA 21-171 Agenda Docs (18431 : RFQ 18-060 Work Authorization;

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFQ 18-055 Work Authorization; Continuing Service for Professional Eng; G-A-I Consultants, Inc
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

On September 24, 2018, Board awarded RFQ 18-055 Continuing Contract Services for Professional Engineering Services to eleven (11) Consultants to provide professional engineering services. G-A-I Consultants, Inc, was one of the awarded Consultants.

Staff desires to issue a Work Authorization utilizing the RFQ 18-055 Agreement with G-A-I Consultants, Inc. to design corrective measures to clear obstacles in the airspace of Runway 01/19 at the Inverness Airport. Cost for this service is $94,630.

Pending Budget Resolution to be approved on the October 12, 2021, Board Meeting.

Federal Aviation Administration Grant Funded for this project.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
5780E-53100	Prof Service	$96,522	$0	$0	$96,522

Inverness Airport Obstacle Clearing-Professional Services

*available balance prior to award and approval of Budget Resolution

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Work Authorization for G-A-I Consultants, Inc. to design corrective measures to clear obstacles in the airspace of Runway 01/19 at the Inverness Airport, pending approval of Budget Resolution.

GAICONSUL1 ABUCZYNSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/18/2020

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

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

PRODUCER License # 60236
HDH Group Inc
210 Sixth Avenue
30th Floor
Pittsburgh, PA 15222

CONTACT NAME: Andrea Buczynski
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: andrea.buczynski@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : The Continental Insurance Company	35289
INSURER C : Ironshore Specialty Company	25445
INSURER D : Travelers Casualty & Surety Company of America	31194
INSURER E :	
INSURER F :	

INSURED
GAI Consultants, Inc.
385 E. Waterfront Drive
Homestead, PA 15120

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	$ 2,000,000
	CLAIMS-MADE X OCCUR	X	X	6050488311	10/1/2020	10/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER						OHIO STOP GAP	$ 1,000,000
	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)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE			6050441991	10/1/2020	10/1/2021	AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A	X	6050442655	10/1/2020	10/1/2021	E L EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	$ 1,000,000
							E L DISEASE - POLICY LIMIT	$ 1,000,000
C	Pollution Liability			ICELLUW00100888	10/1/2020	10/1/2021		5,000,000
D	Cyber/Privacy/Networ			106456841	1/21/2020	1/21/2021	Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Citrus County, Florida is named as additional insured in regards to General Liability. A waiver of subrogation applies in favor of Citrus County, Florida with respects to General Liability and Workers Compensation.
Re: A180408

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: 10-12-21 RFQ 18-055 Agenda Docs-GAI (18411 : RFQ 18-055 Work Authorization; Continuing Service for Professional Eng; G-A-I

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2706974

DATE (MM/DD/YYYY) 08/18/2021

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	CONTACT NAME: Lockton Affinity	
Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	PHONE (A/C.NO Ext): 877-320-9393	FAX (A/C. No): 913-652-7599
	E-MAIL ADDRESS: EFM@locktonaffinity.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Insurance Company	24147
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GAI Consultants, Inc. 385 East Waterfront Drive Homestead, PA 15120

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 / PROJEC / LOC						PRODUCTS - COMP/OP AGG	
	OTHER							
A	AUTOMOBILE LIABILITY	X	X	L243256-20	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-						AGGREGATE	$
	D / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR: 1GL1

Project/Job #: A180408.00

Policy provides protection for any and all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included by written contract. Insurance is primary and non-contributory. RE: Continuing Contract for Professional Engineering Services. Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are Additional Insureds where required by written contract. The Certificate Holder will receive 30 days Notice of Cancellation per the policy endorsement.

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path, Ste. 266
Lecanto, FL34461

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

Patti D. Adams

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Attachment: 10-12-21 RFQ 18-055 Agenda Docs-GAI (18411 : RFQ 18-055 Work Authorization; Continuing Service for Professional Eng; G-A-I

Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera, CA 94925

TERRA INSURANCE COMPANY

DATE
01/01/21

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER

Citrus County, Florida
Attn: Linda Morse, Purchasing & Contracts Manager
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	Professional Liability	
POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
221018	01/01/21	12/31/21

LIMITS OF LIABILITY		
	$1,000,000	EACH CLAIM
	$1,000,000	ANNUAL AGGREGATE

PROJECT DESCRIPTION

Project Name: Continuing Contract for Professional Engineering Services
Project Number: A180408.00

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

NAME AND ADDRESS OF INSURED

GAI Consultants, Inc.
618 East South Street, Suite 700
Orlando, FL 32801

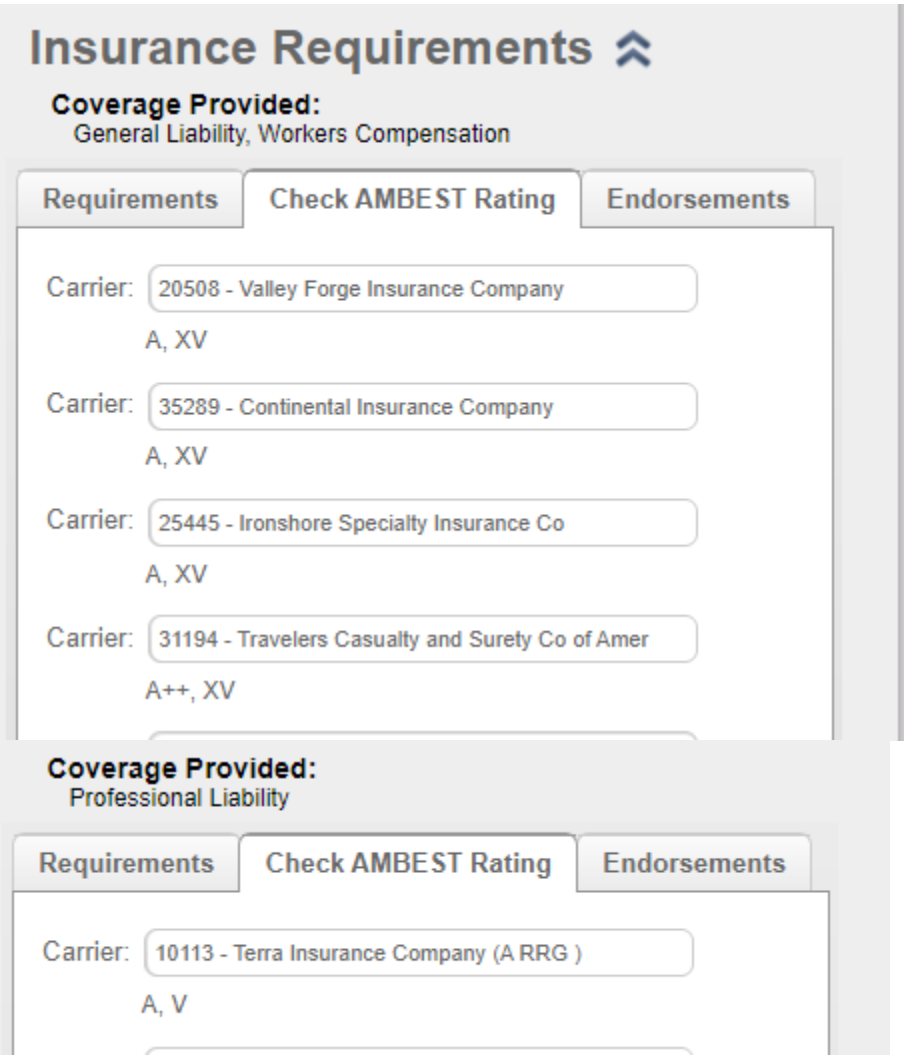
ISSUING COMPANY:
TERRA INSURANCE COMPANY
(A Risk Retention Group)

David Coduto

President

Attachment: 10-12-21 RFQ 18-055 Agenda Docs-GAI (18411 : RFQ 18-055 Work Authorization; Continuing Service for Professional Eng; G-A-I

AMBEST 2021 GAI



Old Republic Insurance Company

AMB #: 000733 **NAIC #: 24147** **FEIN #: 250410420**

Domiciliary Address
631 Excel Drive Suite 200
Mt. Pleasant, Pennsylvania 15666
United States

Web: www.oldrepublic.com
Phone: 724-834-5000
Fax: 724-834-8204

AM Best Rating Unit: AMB #: 002976 - Old Republic Insurance Companies
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Attachment: 10-12-21 RFQ 18-055 Agenda Docs-GAI (18411 : RFQ 18-055 Work Authorization; Continuing Service for Professional Eng; G-A-I

Based on AM Best's analysis, 058439 - Old Republic International Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category): A+ (Superior)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: April 21, 2021
Initial Rating Date: June 30, 1940

Long-Term Issuer Credit View Definition

Rating (Rating Category): aa- (Superior)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: April 21, 2021
Initial Rating Date: June 20, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)

Attachment: 10-12-21 RFQ 18-055 Agenda Docs-GAI (18411 : RFQ 18-055 Work Authorization; Continuing Service for Professional Eng; G-A-I

WORK AUTHORIZATION FORM

PROFESSIONAL SERVICES – CONTINUING SERVICES CONTRACT-ENGINEERING
RFQ 18-055

Once completed, print the form, have it signed by all those indicated below and mail to OMB/Purchasing. Please be advised, the use of professional services under the continuing services contract is restricted as follows: The cost of the engineering study is < $200,000 or the cost of the construction project for which an engineering design is being performed is < $2 million.

USE THE TAB KEY TO MOVE BETWEEN FIELDS

NAME OF PROJECT: Inverness Airport Obstruction Removal Project - Design (Phase 2)
(Two lines maximum)

DEPARTMENT / DIVISION / OFFICE: PW / ENG

TECHNICAL CONTACT: Quincy Wylupek x5488

GRANT FUNDED: YES ☑ NO ☐ **FINANCING REQUIRED:** YES ☐ NO ☑

ACCOUNT NUMBER: TBD***
(Four lines maximum)

BUDGET AMOUNT: $94,630.00***
(Four lines maximum)

PLANNING/STUDY YES ☐ NO ☑ **DESIGN / CONSTRUCTION** YES ☑ NO ☐

DESCRIBE THE PROJECT; GIVE THE NAME OF CONSULTANT; AND PROVIDE QUOTED PRICE
(attach additional sheets if necessary):

The purpose of this Project is to design corrective measures to clear obstacles in the airspace of Runway 01/19 at the Inverness Airport.

The attached Scope of Services from GAI Consultants is for a total cost of $94,630.00.

Staff is working with OMB to take this Work Authorization, along with the FAA Grant Budget Resolution, to the September 28, 2021, BOCC meeting.

REQUESTOR Quincy D. Wylupek (PRINT or TYPE NAME) **DATE** 9/2/21

DIVISION DIRECTOR [signature] **DATE** 9/3/21.
Required regardless of the cost

DEPARTMENT DIRECTOR [signature] **DATE** 9/7/21
Required if cost is > $5,000

MANAGEMENT & BUDGET DIRECTOR cpcott **DATE** 9.7.2021
Required if cost is > $10,000

CHAIRMAN _____ **DATE** _____
Required if cost is > $25,000

Please return Completed Form to the Purchasing Manager- OMB

Attachment: 10-12-21 RFQ 18-055 Agenda Docs-GAI (18411 : RFQ 18-055 Work Authorization; Continuing Service for Professional Eng; G-A-I

gai consultants

Orlando Office
618 E. South Street
Suite 700
Orlando, Florida 32801

T 407.319.3171

August 31, 2021

A180408.07

Mr. Quincy Wylupek
Citrus County Engineering Department
3600 W. Sovereign Path
Lecanto, FL 34461

Work Authorization for Design Phase Services
At Inverness Airport

Dear Mr. Wylupek:

GAI Consultants, Inc. is pleased to provide this Work Authorization to you to provide professional services for the Inverness Airport Obstruction Removal - Design (Phase 2) in accordance RFQ 18-055 Continuing Contract for Professional Engineering Services approved by the Board of County Commissioners on September 24, 2018.

It is our understanding that this project will consist of design phase services for the mitigation of permanent and vegetative obstructions on airport property and to provide the marking, signage, airfield lighting, and navigational aid design necessary to facilitate airfield improvements based on FAA airspace determinations of the data submitted during Phase I of this project.

Attached, please find Exhibit "A" that details the scope of services and anticipated fee for this project.

We appreciate the opportunity to work with you and the County staff on this important airport improvement project. If you have any questions or concerns, please contact me at 407-793-0315 or j.thompson@gaiconsultants.com.

Sincerely,
GAI Consultants, Inc.

Jack E. Thompson, Jr.
Florida Aviation Director

Enc.: Work Authorization No. 7
Exhibit "A"

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Attachment: 10-12-21 RFQ 18-055 Agenda Docs-GAI (18411 : RFQ 18-055 Work Authorization; Continuing Service for Professional Eng; G-A-I

EXHIBIT "A"

SCOPE OF SERVICES FOR

INVERNESS AIRPORT (INF)

OBSTRUCTION REMOVAL (PHASE 2)

DESIGN PHASE SERVICES

GAI Consultants, Inc. will provide design services for the Inverness Airport Obstruction Removal (Phase 2) project. This scope of work is based upon discussion and correspondence with the Airport, FAA and FDOT staff as well as the results of the airspace determinations and decisions made by the FAA regarding the obstructions identified in Phase 1. In Phase 2 of the project, GAI will provide design phase services for the mitigation of permanent and vegetative obstructions on airport property and provide the marking, signage, airfield lighting, and navigational aid design necessary to facilitate airfield improvements based on FAA airspace determinations. This design will also include topographic survey necessary to aid with corrections to existing grade within on-airport critical areas.

SCOPE OF DESIGN SERVICES INCLUDES:

DESIGN PHASE
The design phase shall consist of:

Task 1 - Schematic Design / 30% Plans

Task 1 services will involve schematic design and production of 30% plans. The Task shall include:

- Acquire Topographic Survey,
- Field Verify Topographic Survey,
- Develop Schematic Design Plans,
- Evaluate FAA Airspace Determinations from Phase 1
- Submit Categorical Exclusion,
- Prepare Engineer's Report,
- Prepare Schematic Construction Cost Estimate, and
- Conduct Schematic Design Review Meeting with Owner

Task 2 – Preliminary Design / 60% Plans

The Consultant shall address any changes requested by the Owner at the 30% Review Meeting in this Phase. Upon issuance of the Notice to Proceed, the Consultant will proceed with the 60% Plans to include the following:

- Incorporate Owner Comments,
- Preliminary Grading,
- Preliminary Airfield Improvements,
- Preliminary Electrical design,
- Preliminary Obstruction Removal/Mitigation,

Attachment: 10-12-21 RFQ 18-055 Agenda Docs-GAI (18411 : RFQ 18-055 Work Authorization; Continuing Service for Professional Eng; G-A-I

- Develop Draft Construction Safety and Phasing Plan & Document
- Preliminary Plans, Front End Docs & Specifications
- Submit SWFWMD Stormwater Permit Application,
- Update Engineer's Report,
- Update Construction Cost Estimate, and
- Conduct Preliminary Design Review Meeting with Owner

The Consultant will prepare 60% Plans and Specifications, Engineer's Report and a Construction Cost Estimate.

The Consultant will meet with the Airport to review the Plans and Specifications to verify that all concerns, issues, and potential conflicts are addressed prior to proceeding with 100% Construction Documents.

Task 3 - Construction Documents / 100% Plans

The Consultant shall address any changes requested by the Owner at the 60% Review Meeting in this Phase. Upon issuance of the Notice to Proceed, the Consultant will proceed with the 100% Design to include the following:

- Incorporate Owner Comments,
- Incorporate Permitting Comments,
- Final Plans
- Final Front End Docs & Specifications
- Final Construction Safety & Phasing Plan and Document
- Final Quantities and Bid Schedule
- OE/AAA Construction Airspace Submittal
- Final Engineer's Report, and
- Final Construction Cost Estimate

The Consultant will prepare Bidding Documents, Final Plans, and a Final Construction Cost Estimate.

Project Deliverables:

- Electronic copies (pdf) of the plans and specifications for the project will be submitted to the Owner for review and distribution.
- Southwest Florida Water Management District Permit Application will be submitted on behalf of the Owner (Owner will pay permit fee directly to SWFWMD).
- FAA OE/AAA (Construction Airspace Review) will be submitted on behalf of the Owner.
- A signed and sealed plan set and bid documents shall be provided for the Owner's files.

EXCLUSIONS FROM SCOPE:

The following services are specifically excluded from this scope of work:

- Bidding Services
- Property owner coordination/rights of entry;
- Appraisals/easements as necessary;

Attachment: 10-12-21 RFQ 18-055 Agenda Docs-GAI (18411 : RFQ 18-055 Work Authorization; Continuing Service for Professional Eng; G-A-I

SUMMARY OF FEES/COMPENSATION AMOUNT:

- GAI will perform the services described herein for tasks identified in the scope of work billed on a Lump Sum basis for a fee of $94,630.
- Services will be invoiced on a monthly basis, in proportion to the percentage of completion.
- A progress report or other means of verification will be provided with each invoice attesting to the work performed.

Lump Sum fee based on Category Rates from RFQ 18-055 Continuing Contract for Professional Engineering Services approved 9/24/2018

Attachment: 10-12-21 RFQ 18-055 Agenda Docs-GAI (18411 : RFQ 18-055 Work Authorization; Continuing Service for Professional Eng; G-A-I

FEE PROPOSAL

DESIGN SERVICES FOR OBSTRUCTION REMOVAL (PHASE 2)

INVERNESS AIRPORT (INF)

LABOR SUMMARY

TASK	DESCRIPTION	ENGINEERING DIRECTOR		SR. PROJECT ENGINEER		PROJECT ENGINEER		ENGINEERING INTERN		SUBCONSULTANT	Labor Costs	
		Rate/Hour:	$ 270	Rate/Hour:	$ 150	Rate/Hour:	$ 125	Rate/Hour:	$ 90			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost	Hours	Cost
1	**Schematic Design / 30% Plans**											
1.1	Acquire Topographic Survey		$ -	4	$ 600	4	$ 500		$ -	$ 7,500	8	$ 8,600
1.2	Field Verify Topographic Survey		$ -	6	$ 900		$ -	12	$ 1,080	$ -	18	$ 1,980
1.3	Develop Schematic Design Plans		$ -	8	$ 1,200	16	$ 2,000	40	$ 3,600	$ -	64	$ 6,800
1.4	Evaluate FAA Airspace Determinations from Phase 1	2	$ 540	4	$ 600	4	$ 500	8	$ 720	$ -	18	$ 2,360
1.5	Submit Categorical Exclusion	1	$ 270	4	$ 600		$ -		$ -	$ -	5	$ 870
1.6	Prepare Engineer's Report	1	$ 270	4	$ 600	8	$ 1,000	16	$ 1,440	$ -	29	$ 3,310
1.7	Prepare Schematic Construction Cost Estimate	1	$ 270	2	$ 300	8	$ 1,000	4	$ 360	$ -	15	$ 1,930
1.8	Conduct Schematic Design Review Meeting with Owner	4	$ 1,080	4	$ 600		$ -		$ -	$ -	8	$ 1,680
	Subtotal	9	$ 2,430	36	$ 5,400	40	$ 5,000	80	$ 7,200	$ 7,500	165	$ 27,530
2	**Preliminary Design / 60% Plans**											
2.1	Incorporate Owner Comments		$ -	4	$ 600	4	$ 500	8	$ 720		16	$ 1,820
2.2	Preliminary Grading	1	$ 270	4	$ 600	24	$ 3,000		$ -	$ -	29	$ 3,870
2.3	Preliminary Airfield Improvements		$ -	4	$ 600	16	$ 2,000	40	$ 3,600	$ -	60	$ 6,200
2.4	Preliminary Electrical Design		$ -	8	$ 1,200	16	$ 2,000	40	$ 3,600	$ -	64	$ 6,800
2.5	Preliminary Obstruction Removal/Mitigation		$ -	12	$ 1,800	20	$ 2,500	20	$ 1,800	$ -	52	$ 6,100
2.6	Develop Draft CSPP Plan and Document	2	$ 540	4	$ 600	16	$ 2,000	24	$ 2,160	$ -	46	$ 5,300
2.7	Preliminary Front End Docs & Specifications		$ -	4	$ 600	16	$ 2,000	16	$ 1,440	$ -	36	$ 4,040
2.8	Submit SWFWMD Stormwater Permit Application	1	$ 270	2	$ 300	8	$ 1,000	16	$ 1,440	$ -	27	$ 3,010
2.9	Update Engineer's Report	2	$ 540	4	$ 600	12	$ 1,500		$ -	$ -	18	$ 2,640
2.10	Update Construction Cost Estimate	1	$ 270	2	$ 300	8	$ 1,000	16	$ 1,440	$ -	27	$ 3,010
2.11	Conduct Preliminary Design Review Meeting with Owner	4	$ 1,080	4	$ 600		$ -		$ -	$ -	8	$ 1,680
	Subtotal	11	$ 2,970	52	$ 7,800	140	$ 17,500	180	$ 16,200	$ -	383	$ 44,470
3	**Construction Documents / 100% Plans**											
3.1	Incorporate Owner Comments		$ -	4	$ 600	4	$ 500	4	$ 360		12	$ 1,460
3.2	Incorporate Permitting Comments		$ -	4	$ 600	4	$ 500	4	$ 360	$ -	12	$ 1,460
3.3	Final Plans	1	$ 270	6	$ 900	12	$ 1,500	20	$ 1,800	$ -	39	$ 4,470
3.4	Final Front End Docs & Specifications	1	$ 270	6	$ 900	12	$ 1,500		$ -	$ -	19	$ 2,670
3.5	Final CSPP Plan and Document	1	$ 270	4	$ 600	12	$ 1,500	16	$ 1,440	$ -	33	$ 3,810
3.6	Final Quantities and Bid Schedule	1	$ 270	2	$ 300	8	$ 1,000	16	$ 1,440	$ -	27	$ 3,010
3.7	OE/AAA Construction Airspace Submittal	1	$ 270	2	$ 300	4	$ 500		$ -	$ -	7	$ 1,070
3.8	Final Engineer's Report	1	$ 270	4	$ 600	8	$ 1,000	8	$ 720	$ -	21	$ 2,590
3.9	Final Construction Cost Estimate	1	$ 270	4	$ 600	4	$ 500	8	$ 720	$ -	17	$ 2,090
	Subtotal	7	$ 1,890	36	$ 5,400	68	$ 8,500	76	$ 6,840	$ -	187	$ 22,630
	Total Labor and Expenses	**27**	**$ 7,290**	**124**	**$ 18,600**	**248**	**$ 31,000**	**336**	**$ 30,240**	**$ 7,500**	**735**	**$ 94,630**

Attachment: 10-12-21 RFQ 18-055 Agenda Docs-GAI (18411 : RFQ 18-055 Work Authorization; Continuing Service for Professional Eng; G-A-I

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding & Inspection Serv; AID Inc.
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

On May 9, 2021, Staff advertised RFQ 21-082 Inverness Airport Business Industrial Park Engineering Services for the Design, Permitting, Bidding and Inspection Services to develop the 75 +/- Acres with services not limited to, geotechnical services, design, permitting, bidding, construction phase services to include inspection services and construction quality Assurance (QA) testing and received three responses.

After the evaluation process and scoring, staff is requesting approval to award the RFQ 21-082 to American Infrastructure Development, Inc. (AID) to provide the professional engineering services for the above listed project at a cost of $944,090.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
2100H-56200	Buildings	$1,270,000	$0	$0	$1,270,000

Cares Act Funding-Buildings
Available balance is in FY 21/22 Budget for this project

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and American Infrastructure Development, Inc. to provide the professional engineering service to design the Inverness Airport Business Industrial Park.

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: (Two lines maximum) Inverness Airport Business-Industrial Park - Engineering Services for Design, Permitting, Bidding, and Inspection Services

DEPARTMENT / DIVISION: PW / ENV

ACCOUNT NUMBER: (Four lines maximum) TBD - Mr. Oliver is working with Colleen for funding.

BUDGET AMOUNT: $1,270,000.00

FINANCING REQUIRED: YES ☐ NO ☐ **GRANT FUNDED:** YES ☐ NO ☐

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

Citrus County, Florida, a political subdivision of the state of Florida ("County") is requesting interested firms to submit statements of qualifications to perform Engineering Services for the development of the 75+/- Acre Inverness Airport Business-Industrial Park Project. Services include, but are not limited to, geotechnical services, design, permitting, bidding, construction phase services including inspection services, and construction Quality Assurance (QA) testing.

The design includes internal roads,improvement of approximately 3,350' of Airport Rd., utilities, telecommunication/fiber, and stormwater system(s) for the development of pad-ready sites.

REQUESTOR (SIGNATURE) Quincy D Wojtysek **DATE** 4-13-21

REQUESTOR (PRINT NAME) Quincy D. Wojtysek **DATE** "

DIVISION DIRECTOR [signature] **DATE** 4-14-21

DEPARTMENT DIRECTOR [signature] **DATE** 4/15/21

MANAGEMENT & BUDGET DIRECTOR [signature] **DATE** 4·16·2021

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

Dept. Memo

WORK AUTHORIZATION FORM

PROFESSIONAL SERVICES – CONTINUING SERVICES CONTRACT-ENGINEERING

RFQ ~~18-055~~ 21-082

Once completed, print the form, have it signed by all those indicated below and mail to OMB/Purchasing. Please be advised, the use of professional services under the continuing services contract is restricted as follows: The cost of the engineering study is < $200,000 or the cost of the construction project for which an engineering design is being performed is < $2 million.

USE THE TAB KEY TO MOVE BETWEEN FIELDS

NAME OF PROJECT: (Two lines maximum) Inverness Airport Business-Industrial Park Engineering Services for Design, Permitting, Bidding and Inspection Services - RFQ # 21-082

DEPARTMENT / DIVISION / OFFICE: PW / ENG

TECHNICAL CONTACT: Quincy Wylupek x5488

GRANT FUNDED: YES ☐ NO ☑ **FINANCING REQUIRED:** YES ☐ NO ☑

ACCOUNT NUMBER: (Four lines maximum) 2100H-56200***

BUDGET AMOUNT: (Four lines maximum) $1,044,090.00***

PLANNING/STUDY YES ☐ NO ☑ **DESIGN / CONSTRUCTION** YES ☑ NO ☐

DESCRIBE THE PROJECT; GIVE THE NAME OF CONSULTANT; AND PROVIDE QUOTED PRICE (attach additional sheets if necessary):

The purpose of this Project is to design and construct the infrastructure for the Inverness Airport Business-Industrial Park. Under RFQ # 21-082, American Infrastructure Development, Inc. (AID) has been selected to provide the following services: due diligence / market analysis, design, permitting, bidding, construction administrative and inspection services. These tasks are detailed in the attached Scope of Services. This Scope of Services is for a $994,090.00.

In accordance with AR11.18, $50,000 will be allocated for contingency for a total contract amount of $1,044,090.00.

***The Department of Management and Budget has provided this account number. The award of the contract with AID is subject to the BOCC's approval of the FY 2022 budget.

REQUESTOR Quincy D. Wylupek (PRINT or TYPE NAME) **DATE** 9/8/21

DIVISION DIRECTOR Brian Kaffenberger **DATE** 9/8/21
Required regardless of the cost

DEPARTMENT DIRECTOR [redacted] **DATE** 9/9/21
Required if cost is > $5,000

MANAGEMENT & BUDGET DIRECTOR [redacted] **DATE**
Required if cost is > $10,000

CHAIRMAN [redacted] **DATE**
Required if cost is > $25,000

Please return Completed Form to the Purchasing Manager- OMB

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

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: July 13, 2021

SUBJECT: RFQ # 21-082, Inverness Airport Business-Industrial Park Engineering Services for Design, Permitting, Bidding and Inspection Services

---

The Engineering Division received three statements of qualifications for the subject Project. County staff have evaluated all qualifications and recommends awarding this Project to the highest ranked consulting firm (see attached) American Infrastructure Development, Inc. (AID).

Staff will schedule a meeting with AID, Inc. to discuss a scope of work and begin negotiations. Staff will provide a final scope of work to your office as soon as possible.

If you need any additional information, please contact me at x5488.

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

September 8, 2021

Mr. Quincy D. Wylupek
Engineering Project Manager
Citrus County BOCC
3600 W. Sovereign Path
Lecanto, FL 34461

Subject: Airport Business-Industrial Park Development
Inverness Airport
Professional Services
RFQ # 21-082

Dear Quincy:

Please consider this proposal for Professional Services for the subject project at Inverness Airport for the Not to Exceed amount of $944,090.00. Attached is the scope, fee spread sheet, and subconsultant information for your use.

Please let me know if you will need any additional information.

Sincerely,
American Infrastructure Development, Inc.

Mohsen Mohammadi, Ph.D., P.E.
Principal

Enclosures: Exhibit A – Scope of Work
Exhibit B – Fee Proposal
Exhibit C – Subconsultant Proposals

cc: Sabina Mohammadi (AID President – CEO)

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

RFQ 21-082
Inverness Airport Business-Industrial Park
Engineering Services for Design, Permitting,
Bidding and Inspection Services

Evaluators Review

Scores

Criteria	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Project Approach	Required Forms, Documents and Information	Required Submittals & Completeness of Response:	To
Weight	**20**	**20**	**20**	**20**	**10**	**10**	**1**
American Infrastructure Development, Inc.	**19.67**	**19.67**	**19.67**	**19.67**	**10**	**10**	**98**
David Pieklik	20	20	20	20	10	10	1
Brian Kauffman	20	20	20	20	10	10	1
Quincy Wylupek	19	19	19	19	10	10	9
Cribb Philbeck Weaver Group, Inc.	**16.35**	**17.02**	**16.42**	**17.02**	**10**	**9.95**	**86**
David Pieklik	18.05	18.05	17.25	18.05	10	9.85	91
Brian Kauffman	16	16	16	16	10	10	8
Quincy Wylupek	15	17	16	17	10	10	8
Dyer, Riddle, Mills & Precourt, Inc.	**18.3**	**18.33**	**18.67**	**18.67**	**10**	**10**	**93**
David Pieklik	19.9	20	20	20	10	10	9
Brian Kauffman	18	18	18	18	10	10	9
Quincy Wylupek	17	17	18	18	10	10	9

Respondent: American Infrastructure Development, Inc.

Criteria: Company Information and Qualifications

Evaluator: Brian Kauffman
Comment: NA

Evaluator: David Pieklik
Comment: AID provided all requested information pertaining to this section in an attractive and easy to review format. Though a younger company by comparison to the others, an already extensive lis
aviation-related projects and its work on local aviation projects is noted.

Evaluator: Quincy Wylupek
Comment: -

Criteria: Personnel Proposed and Qualifications

Evaluator: Brian Kauffman
Comment: NA

Evaluator: David Pieklik
Comment: An extremely qualified PM with multiple support staff, all with extensive background in airport/aviation projects. All requested documentation has been supplied.

Evaluator: Quincy Wylupek
Comment: -

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss

Criteria: Technical Strength and Support Capability

Evaluator: Brian Kauffman
Comment: NA

Evaluator: David Pieklik
Comment: All included project overviews gave the requested information relating to qualifications and the suitability for this particular project for which the RFQ was received. The experience, includin wastewater systems, FBO design and master planning indicate extensive familiarity and expertise in the field.

Evaluator: Quincy Wylupek
Comment: -

Criteria: Project Approach

Evaluator: Brian Kauffman
Comment: NA

Evaluator: David Pieklik
Comment: AID shows understanding of the Scope of Services, is clear in approach and rationale, and the plan of execution with County staff and others.

Evaluator: Quincy Wylupek
Comment: -

Criteria: Required Forms, Documents and Information

Evaluator: Brian Kauffman
Comment: NA

Evaluator: David Pieklik
Comment: All required documentation is included, and completed to satisfaction.

Evaluator: Quincy Wylupek
Comment: -

Criteria: Required Submittals & Completeness of Response:

Evaluator: Brian Kauffman
Comment: NA

Evaluator: David Pieklik
Comment: All documentation is completed and signed, and error-free.

Evaluator: Quincy Wylupek
Comment: -

Respondent: Cribb Philbeck Weaver Group, Inc.

Criteria: Company Information and Qualifications

Evaluator: Brian Kauffman
Comment: NA

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss

Evaluator: David Pieklik
Comment: The company history, employee summary and project descriptions have all been supplied. The company qualifications are impressive, though it`s noted there is a lack of aviation-specific projects compared to other firms.

Evaluator: Quincy Wylupek
Comment: -

Criteria: Personnel Proposed and Qualifications

Evaluator: Brian Kauffman
Comment: NA

Evaluator: David Pieklik
Comment: All requested documentation has been provided in an organized and detailed fashion. As noted above, the qualification of the PM and support staff are impressive and diverse, but the firm`s completed projects is lacking in aviation-specific projects.

Evaluator: Quincy Wylupek
Comment: -

Criteria: Technical Strength and Support Capability

Evaluator: Brian Kauffman
Comment: NA

Evaluator: David Pieklik
Comment: The examples of the experience and success with similar projects was attractive and detailed. However, the first project was a terminal and hangar development project, which could have b listed higher up in the references section to better illustrate related expertise as it pertains to the RFQ. Aviation was misspelled in the description of activities performed, an attention to detail error tha

Evaluator: Quincy Wylupek
Comment: -

Criteria: Project Approach

Evaluator: Brian Kauffman
Comment: NA

Evaluator: David Pieklik
Comment: Madrid CPWG shows a comprehension of the RFQ needs and Scope of Services. A strong rationale of approach is given outside the discussed limitations of desired background.

Evaluator: Quincy Wylupek
Comment: -

Criteria: Required Forms, Documents and Information

Evaluator: Brian Kauffman
Comment: NA

Evaluator: David Pieklik
Comment: All documentation has been presented and completed.

Evaluator: Quincy Wylupek

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss

Comment: -

Criteria: Required Submittals & Completeness of Response:

Evaluator: Brian Kauffman
Comment: NA

Evaluator: David Pieklik
Comment: All requested information was provided and completed. There were some areas as noted above that showed less involvement in aviation-related projects than desired, including comparison t other applicants.

Evaluator: Quincy Wylupek
Comment: -

Respondent: Dyer, Riddle, Mills & Precourt, Inc.

Criteria: Company Information and Qualifications

Evaluator: Brian Kauffman
Comment: NA

Evaluator: David Pieklik
Comment: DRMP has a tremendous history and presence, and it`s noted there is familiarity with past and/or current Citrus County projects. The references could have been more detailed in terms of w specific work was performed, and there was a minor typo (archive instead of achieve) in the page 5 "pull quote."

Evaluator: Quincy Wylupek
Comment: -

Criteria: Personnel Proposed and Qualifications

Evaluator: Brian Kauffman
Comment: NA

Evaluator: David Pieklik
Comment: There is notable depth of expertise and accomplishments and expertise from the Project Manager to the support staff and others. There is significant past work with the location that this RF centers on. All required support documentation on backgrounds and licensure, certifications, etc. is provided.

Evaluator: Quincy Wylupek
Comment: -

Criteria: Technical Strength and Support Capability

Evaluator: Brian Kauffman
Comment: NA

Evaluator: David Pieklik
Comment: All examples of relevant work were well-detailed and illustrative of the firm suitability for this project. Including the challenge/solution for each was a nice attention to detail touch that was appreciated.

Evaluator: Quincy Wylupek
Comment: -

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss

Criteria: Project Approach

Evaluator: Brian Kauffman
Comment: NA

Evaluator: David Pieklik
Comment: DRMP provided a very thorough and clear understanding of the scope and project needs. Taking specific components of the project needs and breaking them down provides useful context an illustrates this firm`s knowledge and skills set in the aviation sector.

Evaluator: Quincy Wylupek
Comment: -

Criteria: Required Forms, Documents and Information

Evaluator: Brian Kauffman
Comment: NA

Evaluator: David Pieklik
Comment: All required forms are provided and completed.

Evaluator: Quincy Wylupek
Comment: -

Criteria: Required Submittals & Completeness of Response:

Evaluator: Brian Kauffman
Comment: NA

Evaluator: David Pieklik
Comment: A very attractive, detailed and comprehensive submission.

Evaluator: Quincy Wylupek
Comment: -

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss

E.1.c.a

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/16/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
2502 N Rocky Point Drive
Suite 400
Tampa, FL 33607

CONTACT NAME:
PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Cas. Co. of America	25674
INSURER B : Travelers Casualty and Surety Company	19038
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
American Infrastructure Development Inc
3810 Northdale Blvd.
Suite 170
Tampa, FL 33624

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 INSR	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:			6802H430278	09/10/2021	09/10/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6802H430278	09/10/2021	09/10/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			CUP9E591416	09/10/2021	09/10/2022	EACH OCCURRENCE AGGREGATE 	$4,000,000 $4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB9J214328	01/06/2021	01/06/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability			DPR9983531	09/10/2021	09/10/2022	$5,000,000 per claim $5,000,000 annl aggr.	

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

Professional Liability coverage is written on a claims-made basis.
RE: RFQ 21-082 Inverness Airport Business Park
The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to Citrus County, Florida only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The
(See Attached Descriptions)

CERTIFICATE HOLDER
Citrus County, 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

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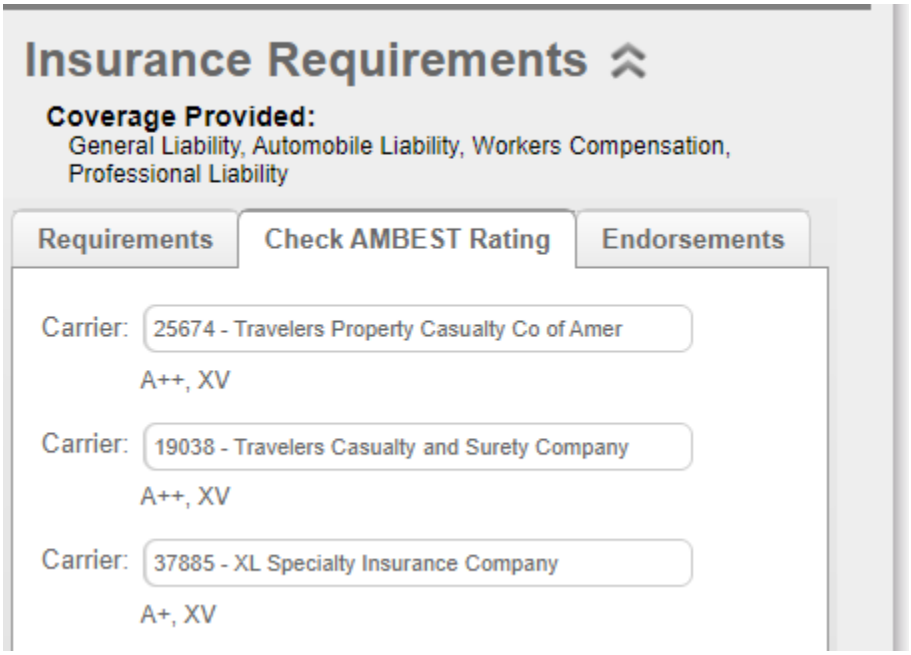
Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

DESCRIPTIONS (Continued from Page 1)

General Liability policy contains a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Professional Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

AMBEST 2021 AI



Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

CONSULTANT AGREEMENT

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

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

American Infrastructure Development, Inc., (Consultant).

2.0 Designated Contact Person as to County:
Quincy Wylupek, Project Manager
Department of Public Works, Engineering Division
3600 W. Sovereign Path, Suite 241
Lecanto, Florida 34461
Phone: 352-527-5446
Fax: 352-527-5482
Email: quincy.wylupek@citrusbocc.com

3.0 Designated Contact Person as to Consultant:
Mohsen Mohammadi, Ph.D., P.E., Principal
American Infrastructure Development, Inc.
3810 Northdale Blvd, Suite 170
Tampa, Florida, 33624
Phone: 813-374-2200
Fax: None
Email: mohsen@aidinc.us

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

5.0 Entire Agreement: This Agreement, and its associated documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Consultant and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Services or other rights or obligations of the parties, precedence shall be given in the following order: (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provision of any Work Authorization assigned to Consultant in reference to this project (4) provisions of the Purchase Order issued to Consultant, and (5) 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. Attachment A – Consultants Scope of Services and Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be from the date that the Parties have executed the Agreement until the completion and closeout of the project authorized by and accepted to County's satisfaction. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant.

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

9.0 Services Provided by Consultant: Consultant shall provide professional engineering and consulting services for the Inverness Airport Business-Industrial Park Project in accordance with the Scope of Services attached hereto as Exhibit "A". All Services will be performed by Consultant to the satisfaction of the Designated Contact Person who has authority to answer questions, provide County furnished information, and resolve difficulties that may arise during Consultant's performance of the Services.

9.1 Additional Services: Services that may be required after expiration of the Agreement, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Agreement through an Amendment to the Agreement.

9.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope without invalidating the Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Agreement.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of this Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may terminate the Agreement.

9.4 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Consultant for the performance of the provision of the Services covered under the Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs, and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Consultant and of the details thereof. Either party to the Agreement may request and be granted a conference.

9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Proposal for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Proposal shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Proposal. If Consultant's Proposal is deficient in scope or the there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Proposal to the satisfaction of County. Upon County's acceptance of Consultant's Proposal (scope, schedule, and fee), Consultant shall prepare a final Proposal which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, this person shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Proposal, as well as negotiate Consultant's scope, schedule, and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Proposal for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Proposal regardless of whether County does or does not accept Consultant's Proposal.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant's Fee Schedule: Compensation to be paid to Consultant for the provision of their Services based on Consultant's fee schedule attached hereto as Exhibit "A" and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Agreement by a written Amendment.

10.1 Changes in Consultants Fee Schedule: Before making any additions or deletions to the work and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be paid to Consultant for supplemental work desired by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by County, whichever is later."

10.3 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost-plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month. At a minimum, the payment requests shall include the Agreement Number, Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with the Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date, which a properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act", or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Consultant for the Services, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however, such request from County must be transmitted to Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

11.8 Records of Costs: Records of costs incurred under terms of this Agreement will be maintained and made available upon request to County at all times during the term of this Agreement and for five (5) years after the expiration or termination of the Agreement. Copies of these documents and records will be furnished to County upon request. Records of costs incurred will include Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement

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between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant and County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, County will have the right to retain an amount equal to the damages suffered as a result of the default.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Agreement and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its Agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Consultant shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Consultant shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

12.3 Warranty of Standard Care: In the performance of professional services, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product that results from Consultant's performance of its Services under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date, that County accepts the completed Services of Consultant. When title passes to County in accordance with the Agreement, Consultant warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law for a period of five (5) years. Consultant will provide County access to all records. Consultant will ensure that the public records that are exempt or confidential and exempt from public records disclosure

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requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Consultant does not transfer the records to County. Upon completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

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

14.0 Insurance: During the term of the Agreement, Consultant, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statues, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subconsultants. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Consultant against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability Respondent must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

14.3 Automobile Liability: Consultant must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Consultant does not own vehicles, Consultant shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Consultant must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.

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14.4.2 For any officer of a Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

14.6 Other Insurance Provisions:

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

14.6.2 The project's number should be noted on the certificate.

14.6.3 All required insurance policies must be maintained until the contract work has been accepted by County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

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

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

14.6.6 For all policies of insurance except Professional Liability: Consultant, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

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

14.6.8 It is Consultant's responsibility to ensure that all subconsultants comply with these insurance requirements. Consultants shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

14.6.9 With the exception workers compensation policies all required insurance policies must be written by a carrier having a minimum rating of A- by A.M. Best or similar rating company. All

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workers compensation policies must be written by carriers admitted in the State of Florida, and who participate in the Florida Insurance Guarantee Fund.

14.6.10 All Certificates must show that Consultant's policies have been endorsed per the requirements.

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

15.0 Indemnification: Consultant shall indemnify and hold harmless County, their officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and persons employed or utilized by Consultant, including any subcontractors, in the performance of the construction contract. Neither Consultant nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Consultant under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: The Agreement may be terminated by either party upon giving the other party thirty (30) calendar day's written notice. In the event of termination, County will be responsible for compensating Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

18.2 Assignment: Neither County nor Consultant shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

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18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Agreement.

18.4 Compliance with Laws: Consultant shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

18.5 Conflict of Interest: Consultant warrants that it is not aware of any contracts or arrangements, which would conflict in any manner with the performance of the Services under this Agreement. If Consultant becomes aware of a potential conflict of interest, internally or among Consultant's subconsultants or employees during the course of the Agreement, Consultant shall immediately bring the issue to the attention of the County. If at the County's sole discretion, a conflict of interest exists, the parties may waive the conflict, Consultant will end the conflict, or the County may terminate the Agreement under the Terms of Article 17 of the Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Consultant.

18.7 County/State/Federal Funds: If sufficient funding is not available for Consultant to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Consultant's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Consultant may not expend any County funds for the purpose of lobbying the legislature, or local, state, or federal agencies.

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18.8 Debarment: Consultant certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

18.9 Disposal of Wastes: Consultant shall handle any waste materials generated by the Consultant in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Consultant shall use only disposal facilities, which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any particular disposal facility.

18.10 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.11 Documentation: All tracings, plans, specifications, maps, deliverables, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use (i.e. equipment, services, software, computer models, data, routines, technology, and other intellectual property incident to provide the Scope of Services). Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. This Agreement has been prepared by County and reviewed by Consultant and their professional advisors and it is agreed that it should not be interpreted in favor of either County or Consultant or against County or Consultant merely because of their efforts in preparing the Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

18.12 Drug Free Workplace: Consultant certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

18.13 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant for cause, including, but not limited to, technical

or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Consultant of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.14 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state, or federal governmental agencies concerning environmental issues involving the Project Site under the Agreement.

18.15 Equal Employment Opportunity: Consultant shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.16 E-Verification System: Consultant shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.17 Force Majeure Event: Consultant shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather

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conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, and severe floods.

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

18.19 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Agreement at no further expense to County.

18.20 Immigration and Nationality Act: Consultant shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Consultant who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Consultant knowingly employs unauthorized aliens.

18.21 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Consultant's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Consultant for the performance of the provision of the Services covered under the Agreement. If County determines that Consultant does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Consultant is not relieved from fulfilling all Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of Consultant Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

18.22 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Agreement.

18.23 Lobbying: Consultant shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a

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known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

18.24 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

18.25 Non-Collusion: Consultant agrees that neither it, nor any of its officers, partners, agents, or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Response for the benefit of another consultant. Furthermore, Consultant certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Response on any public contract.

18.26 Project Site Conditions: Consultant shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

18.27 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.28 Public Entity Crime: Pursuant to 287.133, Florida Statute, person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, response, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, responses, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18.29 Relationship: Consultant is an independent Contractor to County in performing its Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

18.30 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Consultant.

18.31 Schedules, Reports and Records: Consultant shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Consultant's

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books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Agreement, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Agreement.

18.32 Scrutinized Companies: Consultant certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Consultant further understands and accepts that any contract issued as a result of this Response shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Consultant.

18.33 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers, or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Agreement.

18.34 Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

18.35 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

18.36 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Consultant or for any taxes levied on Consultant's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

18.37 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

19.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Agreement.

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

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

Signature of Witness (1)

Alicia Vanderpool
Printed Name of Witness (1)

By: Sabina C. Mohammadi
SABINA C. MOHAMMADI, PRESIDENT-CEO

Signature of Witness (2)

Marisela Hernandez
Printed Name of Witness (2)

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 24th day of September, 2021, by Sabina C. Mohammadi as President / CEO who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this 24th day of September, 2021.

Official use only

Almida Martinez-Rosell
NOTARY PUBLIC Signature
Printed Name: Almida Martinez-Rosell
Commission No.: GG337166
Expiration Date: August 30, 2023

SEAL
ALMIDA MARTINEZ-ROSELL
Commission # GG 337166
Expires August 30, 2023
Bonded Thru Budget Notary Services

ATTEST:

ANGELA VICK, CLERK

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

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

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ATTACHMENT "A"

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

September 8, 2021

Mr. Quincy D. Wylupek
Engineering Project Manager
Citrus County BOCC
3600 W. Sovereign Path
Lecanto, FL 34461

Subject: Airport Business-Industrial Park Development
Inverness Airport
Professional Services
RFQ # 21-082

Dear Quincy:

Please consider this proposal for Professional Services for the subject project at Inverness Airport for the Not to Exceed amount of $944,090.00. Attached is the scope, fee spread sheet, and subconsultant information for your use.

Please let me know if you will need any additional information.

Sincerely,
American Infrastructure Development, Inc.

Mohsen Mohammadi, Ph.D., P.E.
Principal

Enclosures: Exhibit A – Scope of Work
Exhibit B – Fee Proposal
Exhibit C – Subconsultant Proposals

cc: Sabina Mohammadi (AID President – CEO)

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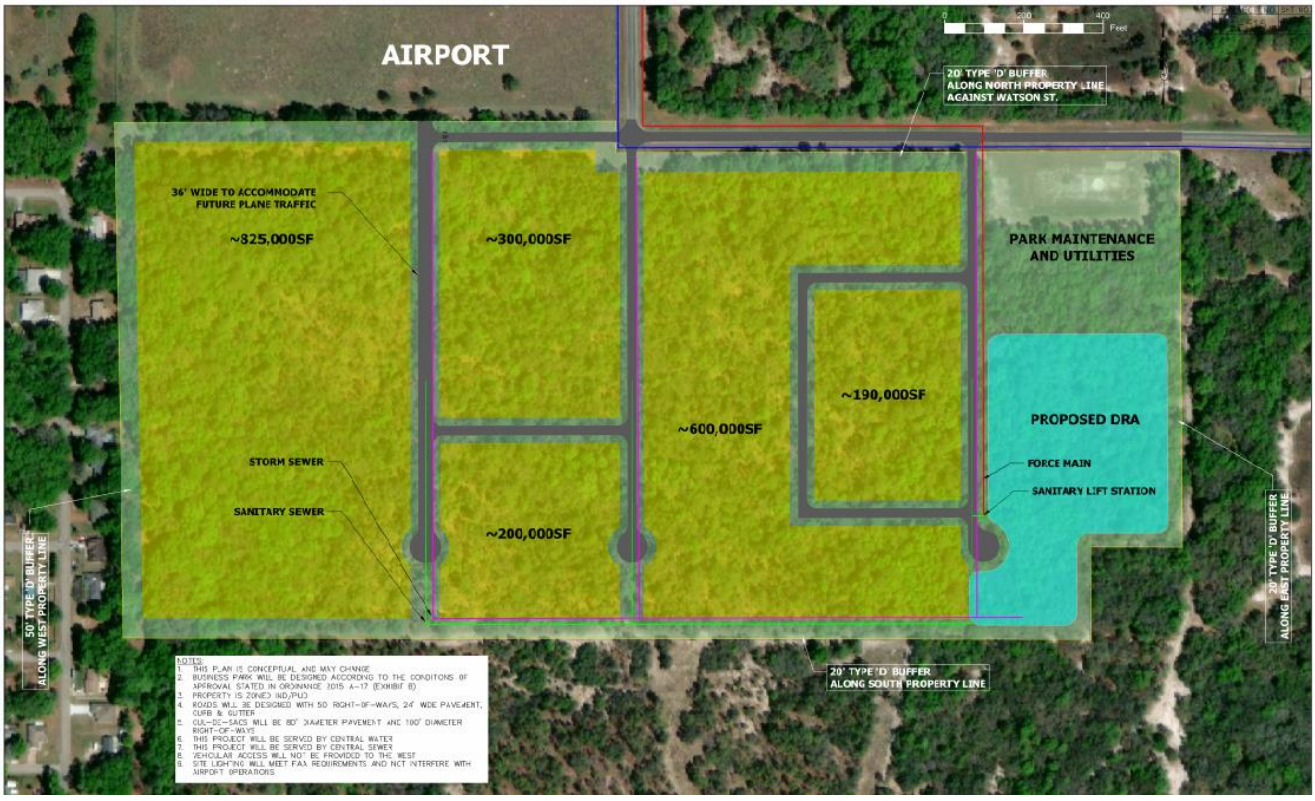
AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.

BUSINESS-INDUSTRIAL PARK
AT
INVERNESS AIRPORT

Project Description

Citrus County, Florida, a political subdivision of the State of Florida (Owner) intends to develop approximately 75 acres of land at Inverness Airport (INF). The project will include the planning, design, permitting, and construction of the required infrastructure for a business-industrial park on the southeast corner of Inverness Airport.

American Infrastructure Development, Inc. (AID) and its team will design and permit the construction of the following project at Inverness Airport, in Inverness, Florida. The scope includes constructing a new roadway system, potable water, sanitary sewer, electrical, communications, and stormwater management systems needed to entice new businesses to build facilities at this site.



Business-Industrial Park Exhibit

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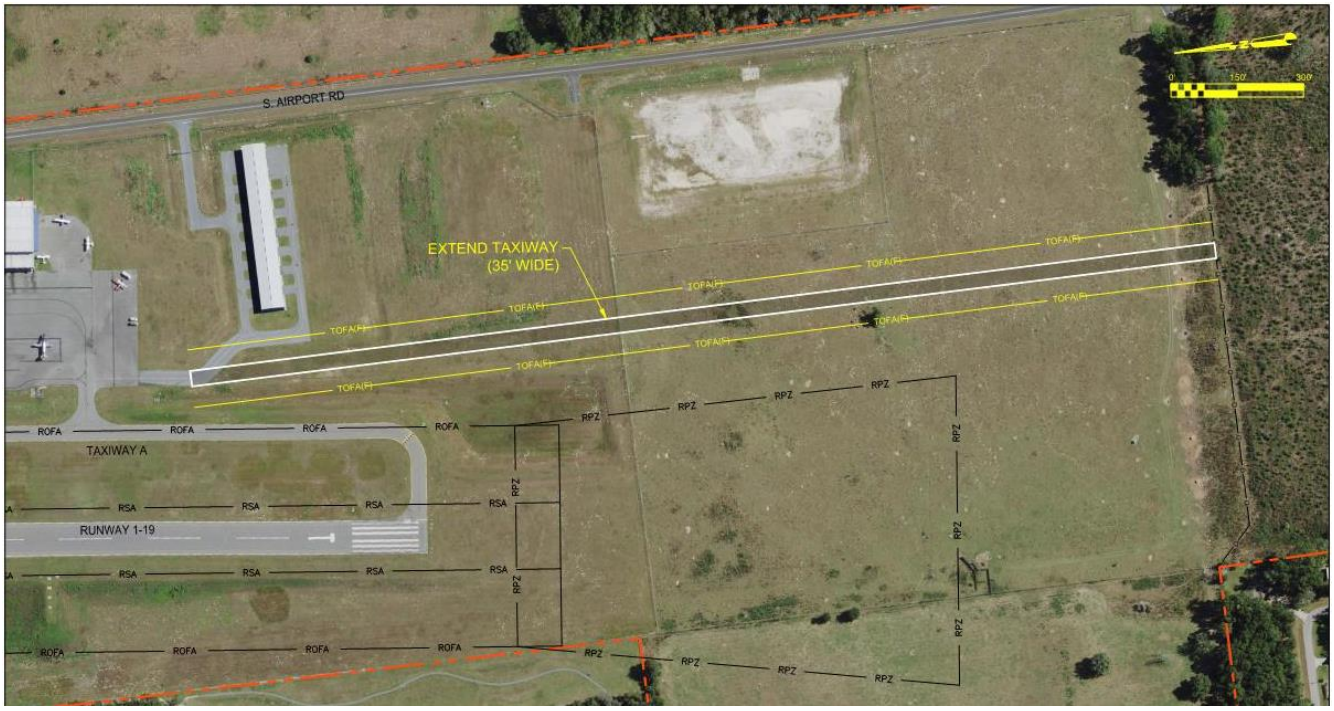
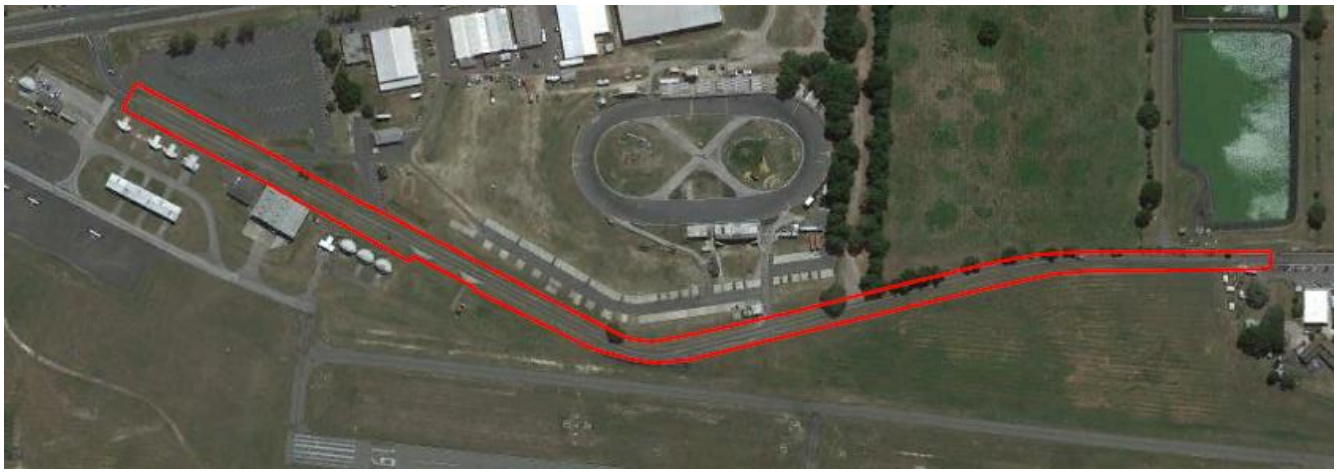


Taxiway Extension Exhibit



Roadway Resurfacing Exhibit

The current site consists of trees and vegetation. As part of this project the site will be cleared of all vegetation, including any trees or tree stumps left from a previous site clearing. The terrain at this site has significant variations in elevations. The site generally slopes down from west to east with the elevation drop as much as 50 feet. For the ultimate design, site grading (cut and fill) will be required to prepare the site for future construction of aeronautical and non-aeronautical facilities.

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The County may consider aeronautical and non-aeronautical developments for this site, as reflected in the 2015 Airport Master Plan and Airport Layout Plan and as shown above. This would include constructing an airside access taxiway in addition to the roadways, utilities, and stormwater infrastructure within the site. This taxiway will connect the industrial park to the airfield. A section of the Airport Road (approximately 3,350 feet long) will also be improved as part of this project.

The project was shown in the Master Plan to be designed and constructed on a multi-year basis with a total project cost of over $6M.

Scope of Work – Due Diligence

The project scope is to provide due diligence and various surveys for a new industrial park. A variety of tasks will be performed to develop the full design scope of services for the project. These tasks will generally focus on collecting data, coordinating with agencies, creating a preliminary site plan, preparing a cost estimate, and compiling a due diligence report. The following tasks will be accomplished as part of the due diligence phase.

Data Collection

The team will first perform a preliminary evaluation of the project, including the review of any available record drawings related to the existing utilities and adjacent roadway system. The team will collect aerials, topographic surveys, as-built surveys, project record drawings, utility maps, and other relevant information to compile in a due diligence report.

Deliverable:

There will be no direct deliverable, but elements of this phase will be incorporated into the due diligence report.

Agency Coordination

The team will coordinate with Citrus County, Southwest Florida Water Management District (SWFWMD), and the various utility providers to collect relevant contact information and permit requirements and durations.

Deliverable:

Narrative regarding key points of the agency requirements and permit matrix; minutes of meetings, AutoCAD files, MS Word and MS Excel files as applicable.

Market Analysis

As part of the team, GAI will gather certain due diligence related to the planning, parcelization, and possible development or construction of certain non-aeronautical dependent uses. It will provide analysis of existing industrial parks both on-airport and off-airport, with profile summaries of the facilities, including parcel sizes. They will summarize the information and give guidance on the typical parcel sizes(s) to anticipate, the likely development or implementation period, and the nature of non-aeronautical uses or users likely to be drawn

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to the property. Finally, it will begin to map out a series of policy recommendations associated with leasing and development of non-aeronautical activities.

Deliverable:

Attendance at meetings, and a short memorandum with appropriate tables and a series of observations and recommendations related to the optimum parcelization and strategy of the property to be developed; minutes of meetings, AutoCAD files, MS Word and MS Excel files as applicable.

Phase 1 Environmental Assessment

The team will complete an analysis in accordance with *ASTM E1527-21 Standard for Phase 1 Environmental Site Assessment Reports* to identify any historic environmental risks within or near the project area. A user questionnaire will need to be completed by the Owner.

Deliverable:

Environmental assessment report (attachment) ; minutes of meetings, AutoCAD files, MS Word and MS Excel files as applicable.

Utility Planning and Coordination

The team will review possible land uses and develop utility and fire protection master plans for the site. The master plans will provide recommendations for utility design (size, pressures, design criteria, specification standards), including the following:

- Potable Water
- Water for Fire Protection
- Reclaimed water (if available)
- Gravity Sewer
- Lift Station
- Electrical Power.
- Natural Gas (if available)
- Communications
- Trash/Refuse/Recycling

Deliverable:

There will be no direct deliverable, but elements of this phase will be incorporated into the due diligence report, conceptual site design, and cost estimate. AID will submit minutes of meetings, AutoCAD files, MS Word and MS Excel files as applicable.

Airfield Electrical

The team will provide electrical due diligence services for the new taxiway. First, the team will identify the required electrical improvements for the addition of the proposed taxiway lighting and signage systems to meet all FAA requirements. Next, the team will determine whether modifications to the existing airfield

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electrical vault and airfield lighting control system are required to facilitate the addition of new taxiway edge lighting and signage system for the proposed taxiway.

Deliverable:

There will be no direct deliverable, but elements of this phase will be incorporated into the due diligence report and cost estimate. AID will submit minutes of meetings, AutoCAD files, MS Word and MS Excel files as applicable.

Environmental Survey

The team will visit the site and identify any listed species or wetlands within the project limits.

Deliverable:

A summary report depicting listed species and wetlands identified within project limits, minutes of meetings, AutoCAD files, MS Word and MS Excel files as applicable.

Topographic Field Survey

The team will provide topographic survey services, as described in Exhibit C. Location of all visible features will be included.

Deliverable:

A topographic survey in AutoCAD and PDF.

Stormwater Management

The team will prepare an initial stormwater management plan for treating and attenuating runoff created from the proposed construction and future industrial park development. Expanding existing stormwater ponds will be considered to reduce the footprint of the stormwater management areas. Finally, initial stormwater system outfalls will be located.

Deliverable:

A separate conceptual drainage plan sheet will be developed incorporating criteria and approximate size of stormwater management facilities. AID will submit minutes of meetings, AutoCAD files, MS Word and MS Excel files as applicable.

Documented Categorical Exclusion

AID will complete a documented Categorical Exclusion (CATEX) for approximately 75 acres of land at Inverness Airport (INF) to be developed by Citrus County (Owner). The ultimate project will include the planning, design, permitting, and construction of the required infrastructure for a business-industrial park on the southeast corner of Inverness Airport. This CATEX will be completed in accordance with the following Federal Aviation Administration (FAA) guidance:

- Standard Operating Procedures (SOP) 5.1, *CATEX Determinations*
- FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures*

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- 1050.1F Desk Reference
- FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*
- Environmental Desk Reference for Airports Actions

AID will collect data related to the environmental categories as described below and will complete the Documented CATEX form provided as Attachment A of the FAA ARP SOP 5.1. The appropriate CATEX category for the development of the industrial park will be determined in accordance with FAA Order 1050.1F. Specifically, release of an airport sponsor from Federal obligations accepted for federal surplus property for airport purposes. AID will develop graphics/exhibits for environmental categories where necessary to depict the conditions of the project area. The following environmental categories that will be evaluated for this project include but are not limited to the following:

- National Historic Preservation
- Threatened and Endangered Species
- Wetlands
- Floodplains
- Disruption of Established Community
- Environmental Justice
- Surface Transportation
- Noise
- Air Quality
- Water Quality
- Federal, State, Tribe or Local Law
- Public Involvement
- Indirect/Secondary/Induced Impacts

Deliverable:

SOP 5.1 Documented CATEX form, associated graphics and supporting materials. (Electronic PDF format). AID will submit minutes of meetings, AutoCAD files, MS Word and MS Excel files as applicable.

Airspace Study

The proposed development is on the approach to Runway 1. The FAA and FDOT limit development and land use around airports, especially at the extended ends of runways. Surfaces to be considered are Runway Safety Area (RSA), Runway Object Free Area (ROFA), Runway Protection Zone (RPZ), Threshold Siting Surface (TSS), Approach Surface (AS), and Departure Surface (DS.) For this site, the critical surfaces are the 34:1 Approach Surface and the 40:1 Departure Surface.

The FAA and FDOT will require removing all obstructions penetrating these surfaces. Obstructions include trees, buidling, roads, or light poles. The County is currently performing a study at Inverness Airport to determine the existing obstructions on the approaches to both Runways 1 and 19.

Based on the current available information and based on the existing topography of the site, the heights of structures will be limited along the extended runway centerline. For example, the maximum height allowed

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at the north west corner of this site is 30 feet. As the distance from the runway end increases, the allowable structure height increases as well.

Deliverable:

Prepare exhibit depicting maximum development heights based on FAA criteria. Local zoning criteria will also be provided to provide an overall maximum height allowed on the property. Provide narrative detailing the results of FAA NEPA coordination. AID will submit minutes of meetings, AutoCAD files, MS Word and MS Excel files as applicable.

FAA Coordination

AID will coordinate the review and approval of the Documented CATEX with the FAA Orlando District Office (ADO) on behalf of Citrus County. AID will address any comments or questions regarding the CATEX documentation during the review and approval processes.

Deliverable:

Submit CATEX package to ADO (electronic PDF format); provide final signed/approved CATEX to Citrus County (electronic PDF format). AID will submit minutes of meetings, AutoCAD files, MS Word and MS Excel files as applicable.

Permit Matrix

Under this task a permit matrix will be prepared that summarizes the major requirements of the various agencies.

Deliverable:

Prepare a permit matrix depicting required permits, agencies, general requirements, fees, and timelines. AID will submit MS Word and MS Excel files as applicable

Conceptual Site Plan

The 2015 Master Plan initially showed the site parceled out into 2.5 acre lots. However, the ultimate layout of the site will depend on the future needs and tenants.

Deliverable:

Conceptual site plan showing roadway and taxiway geometry, utilities, and approximate building pad sites. Grading will not be completed; however general grading guidelines and available fill will be examined. AID will submit minutes of meetings, AutoCAD files, MS Word and MS Excel files as applicable

Construction Cost Estimates

Provide a cost estimate for the following related to the project:

- Roadway resurfacing and any new roadway construction.
- Taxiway extension with airfield signage and lighting.
- Water, power, and communications.

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- Sanitary sewer facilities, including lift station.
- Regrading/terracing of the topography to prepare for development.
- Stormwater infrastructure.
- Environmental wildlife/wetland mitigation.
- Professional services.
- Contingency.

Deliverable:

A cost estimate covering all aspects of the proposed construction work. AID will submit minutes of meetings, AutoCAD files, MS Word and MS Excel files as applicable.

Client Coordination and Meetings

This due diligence report will require multiple coordination meetings with the client and revisions are anticipated.

Deliverable:

AID will submit minutes of meetings, MS Word and MS Excel files as applicable.

Deliverables - Due Diligence

Each major work task lists a specific deliverable, however following the completion of the due diligence phase of the project, a due diligence report will be provided electronically (in PDF) to the Owner. A coordination call or in-person meeting will be scheduled with the Owner to discuss the report and any additional items that should be included. Following the due diligence phase, the design and bidding phase proposal will be prepared for the Owner. AID will submit minutes of meetings, AutoCAD files, MS Word and MS Excel files as applicable.

Scope of Work – Design

Phase 2 – Design Development (30%)

Following the Program Verification phase and the receipt and review of survey and geotechnical data, the Consultant will proceed with the 30% level design and plans production. The Consultant will visit the site to field verify the survey information and address any comments received during the Program Verification phase. Specifically, the following tasks will be performed under this phase:

1. Review geotechnical report and evaluate findings
2. Coordinate and perform a site visit to verify field located data such as survey and record drawing features.
3. Complete preliminary pavement design
4. Formulate preliminary phasing analysis
5. Prepare 30% drawings

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6. Prepare preliminary construction cost estimate
7. Update the construction schedule
8. Prepare preliminary Engineer's Report
9. Prepare an outline of technical specifications

Deliverables: The Consultant will submit PDF and two (2) 11"X17" printed copies of 30% drawings, minutes of meetings, AutoCAD files, MS Word and MS Excel files as applicable and a preliminary Engineer's Report to the Owner for review. Upon receipt of review comments from the Owner, the Consultant will proceed with the 60% level contract documents.

Phase 3A – Contract Documents (60%)

Following the Program Verification phase and the receipt and review of survey and geotechnical data, the Consultant will proceed with the 60% level design and plans production. Specifically, the following tasks will be performed under this phase:

1. Review geotechnical report and evaluate findings
2. Coordinate and perform a site visit to verify field located data such as survey and record drawing features.
3. Complete preliminary pavement design
4. Formulate preliminary phasing analysis
5. Prepare 60% drawings
6. Prepare 60% construction cost estimate
7. Update the construction schedule
8. Prepare 60% Engineer's Report
9. Prepare technical specifications

Deliverables: The Consultant will submit PDF and two (2) 11"X17" printed copies of 60% drawings, minutes of meetings, AutoCAD files, MS Word and MS Excel files and a 60% Engineer's Report to the Owner for review. Upon receipt of review comments from the Owner, the Consultant will proceed with the 90% level contract documents.

Phase 3B – Contract Documents (90%)

The Consultant will proceed with the final construction documents, including finalizing the construction phasing plan. At this stage, the construction cost estimate and the construction schedule will be finalized and the Engineer's Report will be completed.

The Project Manual, which will contain front-end documents, general provisions, technical specifications, Construction Safety and Phasing Plan (CSPP), and the geotechnical report, will also be completed. In addition, 90% construction drawings will be prepared.

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Deliverables

The Consultant will submit PDF and two (2) 11"X17" printed copies of the 90% contract documents to the Owner and one (1) copy to FDOT for their review. The final Engineer's Report, CSPP, minutes of meetings, AutoCAD files, MS Word and MS Excel files and cost estimates will also be submitted. The Consultant will meet with the Owner and FDOT to address any final comments regarding the project.

Phase 3C – Contract Documents (100%)

Upon receipt of final comments from the Owner, the Consultant will prepare the bidding documents. This effort includes incorporating comments by updating the construction drawings, the project manual (front-end documents, general provisions, and technical specifications), the Engineer's Report, the construction cost estimate, and the construction schedule. Signed and sealed contract documents will be submitted to the Owner.

Deliverables: The Consultant will submit PDF, one (1) full-size and two (2) 11"X17" printed signed and sealed copies of the 100% contract documents to the Owner and reproduce an additional five (5) CD's and one (1) hard copy for the Owner's purchasing division for distribution during the bidding phase. AID will submit minutes of meetings, AutoCAD files, MS Word and MS Excel files as applicable.

Scope of Work – Bidding

This phase will include the effort necessary to advertise for and receive bids from contractors, and to review the bids and make a recommendation of award to the Owner. The Owner will advertise this project on DEMANDSTAR where interested bidders and plan rooms may download the bidding documents. The following tasks will be performed by the Consultant during this phase:

1. Prepare for and attend the Pre-Bid Conference
2. Address questions from bidders
3. Revise contract documents and issue Addenda
4. Attend the bid opening
5. Review all bids for responsiveness and accuracy
6. Prepare certified bid tabs
7. Make recommendation for the award of the contract
8. Prepare conformed contracts

Deliverables:

AID will submit a bid recommendation, minutes of meetings, MS Word and MS Excel files as applicable.

Scope of Work - Construction Administration

AID will perform the following tasks under this phase:

1. Coordinate with the Owner, tenants, and project team members throughout the duration of procurement, construction, and closeout of the project.
2. Prepare for and participate in a pre-construction conference.

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3. Review and approve or take other appropriate action upon review of the shop drawings, samples, and other submissions furnished by the Contractor and submitted to AID. AID shall determine if the shop drawings, samples, and other submissions reasonably conform to the design of the project and the requirements of the contract documents. Such action(s) shall be taken with reasonable promptness so that the progress of the construction of the project will not be delayed. AID will maintain a log of all Contractor submittals, which shall include the submittal date, the action taken, and the date returned to the Contractor.
4. Prepare for and participate in weekly on-site construction meetings. AID will prepare the meeting agenda and record meeting minutes for each meeting. AID will have one on-site representative at the construction meetings and additional personnel via teleconference as needed.
5. Perform periodic site visits and inform the Owner of any deviation from the contract documents or the Contractor's construction schedule observed by or brought to the attention of AID. On the basis of its on-site observations, AID will keep the Owner informed as to the progress and quality of the work and will endeavor to protect the Owner against defects and deficiencies in the work completed by the Contractor. However, AID shall not have control or be in charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures or for the safety precautions and programs in connection with the project construction. Further, AID will notify the Owner of any such act, omission, or failure on the part of the Contractor observed by AID during on-site visits.
6. Assist in preparing routine change orders and assess the justification for such change orders, as required.
7. Review test results provided by the Contractor and the Owner.
8. Review Contractor’s monthly applications for payment and supporting data; review the amount owed to Contractor and approve in writing payments to Contractor in accordance with the contract documents, and review and coordinate weekly certified payrolls with the Airport.
9. Provide design clarifications and recommendations to assist the Owner in resolving field problems relating to construction. AID will receive, review, and respond to all the Contractor Requests for Information (RFI’s) and issue clarification as necessary through Engineer’s Supplemental Instructions (ESI’s).
10. Perform, together with the Owner, one (1) inspection of the construction site to determine if the project is substantially complete, and a final inspection to determine if the project has been completed in accordance with the contract documents, and if each contractor has fulfilled all of its obligations thereunder, so that AID may approve in writing, if applicable, final payment to the Contractor.
11. Assist in receiving from the Contractor, and forwarding to the Owner, written warranties, and related documents assembled for the project.

To avoid misunderstandings, AID understands and agrees that the Owner shall have responsibility for the general administration of the construction contract. Accordingly, AID shall not have the authority or responsibility to issue direct instructions to the Contractor on work stoppage authorizations that are contractually obligated to the Owner, or to require special inspections and/or tests. However, AID shall provide continuing counsel to the Owner throughout the construction of the project.

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Deliverables:

AID will submit reports, minutes of meetings, and MS Word and MS Excel files as applicable.

Special Services

Grant Services

Grant Services– AID will provide grant assistance, including preparing the required quarterly grant reports and grant closeout. Tasks include:

- Submit quarterly reports to the State describing the tasks accomplished each quarter.
- Preparing a DBE tracking listing the dollar amounts spent on DBE firms with each invoice.

RPR

Resident Project Representative (RPR) – AID will provide full-time on-site representative(s) to perform daily inspections and witness the construction progress throughout the duration of the project. The RPR will provide the following services:

- Daily inspection reports.
- Oversee and witness quality control testing activities.
- Review field test results.
- Attend daily and weekly coordination meetings.
- Coordinate with the EOR on the interpretation of the contract documents.

Construction Quality Assurance Materials Testing

AID will provide on-site laboratory representatives through its subconsultant to perform materials testing, as required. This will include, but is not limited to the following items:

- In-place density testing on subgrade, backfill, and base layers for areas of new construction using a Nuclear Density Gauge, ASTM D6938.
- Asphalt Quality Assurance Laboratory testing of bulk densities, theoretical maximum densities, asphalt gradations, and asphalt content per lot.
- Fabricate concrete specimens for compressive strength testing as needed.

Design Criteria

In addition to the criteria matrix that will be developed during the project, plans will be designed according to the following FAA Advisory Circulars design criteria:

- FAA AC 150/5300-13A – Change 1, *Airport Design*
- FAA AC 150/5320-6E – *Airport Pavement Design and Evaluation*
- FAA AC 150/5340-1J – *Standards for Airport Marking*

This project is funded by the State and the Owner. Therefore, FDOT specifications and grant assurance requirements will be prepared and executed.

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Assumptions

- Tree clearing costs will be included in the cost estimate.
- Owner will provide all reproduction for permit and owner-requested documents, as necessary.
- Owner will pay all permit fees.

Exclusions

- Subsurface utility engineering (SUE), all levels.
- Sustainable design criteria or methodologies.
- This project is consistent with the INF Master Plan and the scope excludes National Environmental Policy Act (NEPA) Environmental Assessment documentation.
- Soil management plan. If evidence of contamination is found, a Phase II Environmental Site Assessment Report to evaluate the presence, or absence of, petroleum products or hazardous substances in the subsurface of the site per the *ASTM E1903-11 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process* will be recommended.
- Off-site design and permitting.
- Traffic planning / traffic analysis.
- Impact Fee analysis.
- Preparation of sketch & descriptions for easements or parcels.
- Platting easements or parcels.
- Architectural, zoning, accessibility or building standards or code examinations.
- Wildlife relocation/mitigation plans.
- Landscaping/irrigation plans.

Project Schedule

The Consultant will proceed with the following schedule of work after receiving a notice to proceed from the Owner.

Task	Days
Due Diligence and Field Investigations	60
Design Development (30%)	15
Design Development (60%)	30
Contract Documents (90%)	30
Contract Documents (100%)	15
Bidding	30
Construction	360
TOTAL DAYS	**540**

Fees

The total fees are provided in Exhibit B.

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Exhibit B
Fees

Summary

Task	Description	Fee
Phase 1a	Due Diligence	$ 41,712.00
Phase 2 -	Design Development (30%)	$ 55,294.00
Phase 3A -	Contract Documents (60%)	$ 85,598.00
Phase 3B -	Contract Documents (90%)	$ 114,220.00
Phase 3C -	Contract Documents (100%)	$ 21,576.00
Phase 4 -	Bidding and Award Services	$ 8,200.00
Phase 5 -	Construction Administration Services	$ 53,136.00
Phase 6-	Resident Project Representative (RPR) Services (NTE)	$ 282,000.00
Special Services -AID	CATEX, SWFWMD Permitting, Coordination, Record Drawings	$ 29,086.00
Subconsultants	Subconsultant Fees- Summary	$ 253,268.00
	Total Fees (NTE):	$ 944,090.00

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Exhibit B
Fees

TASK DESCRIPTION		Project Principal	Project Manager	Senior Engineer	Engineer	Senior Designer	Designer	Clerical	Totals
Task	Description	$214.00	$184.00	$162.00	$133.00	$96.00	$92.00	$78.00	
Phase 1a	**Due Diligence**								
	Data Collection								
1	Collect Relevant Data		4	2	10				16
	Total Labor Costs:								$2,390.00
	Agency Coordination								
1	Coordinate with Agencies and Utility Providers		2	2	2				6
	Total Labor Costs:								$958.00
	Market Analysis								
1	Review and Incorporate into DD Report		2	2	4				8
	Total Labor Costs:								$1,224.00
	Phase 1 ESA								
1	Review and Incorporate into DD Report			2	4				6
	Total Labor Costs:								$856.00
	Utility Planning and Coordination								
1	Summarize Utility Design and Requirements			2	8	12			22
	Total Labor Costs:								$2,540.00
	Airfield Electrical Engineering								
1	Review and Incorporate into DD Report			2	4				6
	Total Labor Costs:								$856.00
	Environmental Survey								
1	Review and Incorporate into DD Report			2	4				6
	Total Labor Costs:								$856.00
	Stormwater Management								
1	Initial Stormwater Design			4	8	8			20
	Total Labor Costs:								$2,480.00
	Airspace Study/CATEX								
1	Summarize Limitations and Prepare Exhibit		2	4	8	16			30
2	Prepare CATEX		4		50	8		6	68
3	Coordinate with FAA and FDOT		4		10			4	18
	total hours	*0*	*10*	*4*	*68*	*24*	*0*	*10*	
	Total Labor Costs:								$14,616.00
	Permit Matrix								
1	Review and incorporate into DD Report		2	4	8				14
	Total Labor Costs:								$2,080.00
	Conceptual Site Plan								
1	Develop Site Plan			2	12	40			54
	Total Labor Costs:								$5,760.00
	Construction Cost Estimates								
1	Preparation of Cost Estimates			4	12	12			28
	Total Labor Costs:								$3,396.00
	Client Coordination								
1	Meetings, Coordination, and Revisions		6	8	4	8			26
	Total Labor Costs:								$3,700.00
	Total Labor Hours:	0	26	40	148	104	0	10	328
	Total Labor Costs:	$0.00	$4,784.00	$6,480.00	$19,684.00	$9,984.00	$0.00	$780.00	**$41,712.00**

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Exhibit B
Fees

Task	Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Designer	Clerical	Totals
		$214.00	$184.00	$162.00	$133.00	$96.00	$78.00	
Phase 2 - Design Development (30%)								
1	Horizontal and Vertical Geometric Design			4	16			$ 2,776
2	Identify Limits of Construction			2	4			$ 856
3	Evaluate New Drainage System			8	40			$ 6,616
4	Evaluate Existing and Proposed Utilities			8	32			$ 5,552
5	Preliminary Grading Design			2	16			$ 2,452
6	Preliminary Paving Design			2	4			$ 856
7	Prepare 30% Drawings							$ -
8	Cover Sheet					4		$ 384
9	Project Site/Layout Plan					16		$ 1,536
10	Project Key Sheet					4		$ 384
11	Existing Utilities Plan					16		$ 1,536
12	Typical Sections				2	8		$ 1,034
13	Staking/Demolition Plans					16		$ 1,536
14	Grading/Drainage Plans				2	16		$ 1,802
15	Paving Plans				2	8		$ 1,034
16	Utilities Plans				2	4		$ 650
17	Lighting and Signage Plans				2	4		$ 650
18	Misc. Details				2	8		$ 1,034
19	Update Construction Cost Estimate			6	16			$ 3,100
20	Update Construction Schedule			2	2			$ 590
21	Prepare Engineer's Report			6	16		8	$ 3,724
22	Quality Review	4	8				4	$ 2,640
23	Submit 30% Documents	4	4				8	$ 2,216
24	Coordinate with Consulting Team	16	16			16	16	$ 9,152
25	Review Meeting with Owner	8	8					$ 3,184
	Total Labor Hours:	32	36	40	158	120	36	422
	Total Labor Costs:	$6,848.00	$6,624.00	$6,480.00	$21,014.00	$11,520.00	$2,808.00	$55,294.00

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

Exhibit B
Fees

Task	Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Designer	Clerical	Totals
		$214.00	$184.00	$162.00	$133.00	$96.00	$78.00	
Phase 3A	***Contract Documents (60%)***							
1	Finalize Pavement Design			16	24			$ 5,784
2	Finalize Drainage Design			16	24			$ 5,784
3	Finalize Electrical Design			2	2			$ 590
4	Prepare 60% Drawings							$ -
5	Cover Sheet					2		$ 192
6	Project Site/Layout Plan					2		$ 192
7	Project Phasing and Safety Plan				8	2		$ 1,256
8	General Notes Plan				4	2		$ 724
9	Project Key Sheet					2		$ 192
10	Typical Sections					12		$ 1,152
11	Staking and Demolition Plans			2	4	8		$ 1,624
12	Grading and Drainage Plans			2	4	18		$ 2,584
13	Drainage Details			2	4	18		$ 2,584
14	Profile Sheets			4	4	30		$ 4,060
15	Paving Plans			4	8	40		$ 5,552
16	Paving Details			2	8	16		$ 2,924
17	Pavement Marking Plans				8	16		$ 2,600
18	Marking Details			2	4	32		$ 3,928
19	Erosion Control Plans			2	4	12		$ 2,008
20	Utilities Plans			4	8	16		$ 3,248
21	Lighting Plans			1	2	8		$ 1,196
22	Signage Plans			1	2	8		$ 1,196
23	Electrical Details			1	2	8		$ 1,196
24	Update Construction Cost Estimate			4	4	8	2	$ 2,104
25	Update Construction Schedule		4	2	4			$ 1,592
26	Update Engineer's Report		4	8	8	4	8	$ 4,104
27	Prepare Draft Specifications		4	8	8	16		$ 4,632
28	Prepare Draft Front-End Documents		4	8	8	8		$ 3,864
29	Quality Review	8	8					$ 3,184
30	Submit 60% Documents	4	4	4	8	8		$ 4,072
31	Coordinate with Consulting Team	16	16			16	16	$ 9,152
32	Review Meeting with Owner	4	8					$ 2,328
	Total Labor Hours:	32	52	95	164	312	26	681
	Total Labor Costs:	$6,848.00	$9,568.00	$15,390.00	$21,812.00	$29,952.00	$2,028.00	$85,598.00
Phase 3B	***Contract Documents (90%)***							
1	Prepare 90% Drawings							
2	Cover Sheet					4		$ 384
3	Project Site/Layout Plan					4		$ 384
4	Project Phasing and Safety Plan				16	4		$ 2,512
5	General Notes Plan				8	4		$ 1,448
6	Project Key Sheet					8		$ 768
7	Boring Logs					8		$ 768
8	Typical Sections			4	8	8		$ 2,480
9	Staking and Demolition Plans			4	8	24		$ 4,016
10	Grading and Drainage Plans			4	8	24		$ 4,016
11	Drainage Details			4	16	40		$ 6,616
12	Profile Sheets			4	16	60		$ 8,536
13	Paving Plans			4	8	24		$ 4,016
14	Paving Details				4	16		$ 2,068
15	Pavement Marking Plans			4	4	40		$ 5,020
16	Marking Details			4	4	8		$ 1,948
17	Erosion Control Plans			6	8	16		$ 3,572
18	Coordinate Utilities Plans			2	8	8		$ 2,156
19	Coordinate Lighting Plans			2	8	8		$ 2,156
20	Coordinate Signage Plans			2	8	8		$ 2,156
21	Misc. Details			2	8	4		$ 1,772
22	Cross Sections			4	8	16		$ 3,248
23	Finalize Construction Cost Estimate			4	8	8	2	$ 2,636
24	Finalize Construction Schedule		8	4	8			$ 3,184

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

Exhibit B
Fees

Task	Description	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Designer	Clerical	Totals
		$214.00	$184.00	$162.00	$133.00	$96.00	$78.00	
25	Finalize Engineer's Report		8	16	24	4	8	$ 8,264
26	Complete Technical Specifications		8	16	24	16		$ 8,792
27	Complete Front-End Documents		8	16		16		$ 5,600
28	Quality Review	8	8					$ 3,184
29	Coordinate with Consulting Team	16	24		24	40	16	$ 16,120
30	Submit 90% Documents	4	4	4	8	8		$ 4,072
31	Review Meeting with Owner	4	8					$ 2,328
	Total Labor Hours:	32	76	110	244	428	26	916
	Total Labor Costs:	$6,848.00	$13,984.00	$17,820.00	$32,452.00	$41,088.00	$2,028.00	$114,220.00
Phase 3C - Contract Documents (100%)								
1	Incorporate Final Review Comments		2	8	16	8	16	$ 5,808
2	Prepare Final Bid Documents		8	16	40	60	8	$ 15,768
	Total Labor Hours:	0	10	24	56	68	24	182
	Total Labor Costs:	$0.00	$1,840.00	$3,888.00	$7,448.00	$6,528.00	$1,872.00	$21,576.00
Phase 4 - Bidding and Award Services								
1	Coordinate with Owner		4					$ 736
2	Prepare for and Attend Pre-Bid Conference		2	4				$ 1,016
3	Answers to Bidders/Issue Addenda		2	4	8			$ 2,080
4	Attend Bid Opening		4	4				$ 1,384
5	Review Bids for Responsiveness		2	2				$ 692
6	Certified Bid Tabs/Award Contract			1				$ 162
7	Prepare Conformed Contract			2	6	4	8	$ 2,130
	Total Labor Hours:	0	14	17	14	4	8	57
	Total Labor Costs:	$0.00	$2,576.00	$2,754.00	$1,862.00	$384.00	$624.00	$8,200.00
Phase 5 - Construction Administration Services								
1	Coordinate with Owner	12	8				10	$ 4,820
2	Coordinate with Design Team	12	8	16			8	$ 7,256
3	Prepare for and Attend Pre-Construction Conf		2	4			4	$ 1,328
4	Review Shop Drawings/Submittals		4	16	16			$ 5,456
5	Site Visits (1 per month)			44				$ 7,128
6	Weekly Progress Meetings			44				$ 7,128
7	Prepare Change Orders		2	4	8		8	$ 2,704
8	Review Test Results			16				$ 2,592
9	Review Periodic Payment Requests		2	8			8	$ 2,288
10	Provide ESI's, Design Clarifications and respond to RFI's		8	16		16		$ 5,600
11	Perform Final Inspection/Prepare Punchlist		2	8			2	$ 1,820
12	Assist Closeout Proces		2	4	16		24	$ 5,016
	Total Labor Hours:	24	38	180	40	16	64	362
	Total Labor Costs:	$5,136.00	$6,992.00	$29,160.00	$5,320.00	$1,536.00	$4,992.00	$53,136.00

Total Fees (Lump Sum): **$338,024.00**

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Exhibit B
Fees

	TASK	Project Principal	Project Manager	Senior Engineer	Engineer	Senior Designer	Clerical	Total Hours	Total Dollars
		$214.00	$184.00	$162.00	$133.00	$96.00	$78.00		
Special Services -AID									
	SWFWMD Permitting								
1	Attend Pre-Application Meeting		4	4				8	$ 1,384.00
2	Prepare Permit Application		1	8	24		4	37	$ 4,984.00
3	Submit Permit Application			2	8		4	14	$ 1,700.00
4	Respond to RAI's			4	24	16		44	$ 5,376.00
5	Resubmit Permit Application			2	8		4	14	$ 1,700.00
	Total Stormwater Permitting:							117	**$15,144.00**
7	Coordination with FAA		4		10		4	18	$ 2,378.00
8	Coordination with FDOT		8		16		4	28	$ 3,912.00
9	FDOT Grant Services		16				24	40	$ 4,816.00
10	Prepare Record Drawings				4	24		28	$ 2,836.00

Total Fees: **$29,086.00**

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Exhibit B
Fees

Subconsultant Fee Summary

Description		Phase	Firm	Lump Sum/ Not to Exceed?	Fee Amount
1	Market Analysis	Due Diligence	GAI Consultants	LS	$ 15,000.00
2	Phase 1 ESA	Due Diligence	Tierra	LS	$ 2,500.00
3	Utility Concept and EOPC	Due Diligence	Coastal Engineering	LS	$ 14,220.00
4	Utility Design and Construction	Design/Bidding	Coastal Engineering	LS	$ 26,382.00
4	Utility Design and Construction	Construction	Coastal Engineering	LS	$ 29,550.00
5	Utility Due Diligence- Electrical	Due Diligence	Hall Engineering	LS	$ 13,500.00
6	Utility Design- Electrical	Design/ Construction	Hall Engineering	LS	$ 37,375.00
7	Airfield Electrical Engineering	DD / Design/ Construction	Quantum Electrical Engineering	LS	$ 26,830.00
8	Biotic Survey (Environmental)	Due Diligence	Coastal Engineering	LS	$ 3,750.00
9	Topographic Survey	Due Diligence	Coastal Engineering	LS	$ 29,416.00
10	Geotechnical Investigations	Due Diligence	AID/Tierra	LS	$ 29,745.00
11	Quality Assurance Testing	Due Diligence	Tierra	NTE	$ 25,000.00
Total Subconsultants:					**$253,268.00**

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Exhibit B
Fees

Resident Project Representative (RPR) Services (NTE)

Item #		
1	Approximate Start:	7/6/2022
2	Approximate End:	6/1/2023
3	Inspector Calendar Days:	330
4	Inspector Working Days:	235

		Days	Rate/Hour	Hours/Day	
5	Resident Project Representative (NTE)	235	$120.00	10	$282,000.00

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gai consultants

Orlando Office
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Orlando, Florida 32801

T 407.423.8398
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August 4, 2021

Project R210618.00

Mohsen Mohammadi, Principal, Ph.D., P.E.
American Infrastructure Development, Inc.
3810 Northdale Boulevard
Suite 170
Tampa, Florida 33624

Proposal
Inverness Airport
Inverness, Florida

Dear Mr. Mohammadi:

Per your request GAI Consultants, Inc. (GAI) is submitting this Proposal to American Infrastructure Development, Inc. (Client) for the performance of the professional services described below in the Scope of Services for the project stated above. Thank you for including us as a member of your planning team.

Project Understanding

You are in the process of revising and finalizing plans for certain properties at the Inverness Airport in Citrus County. Our task is to assist you in the further planning and potential implementation of an industrial park on area of about 75 acres, on the south end of the existing runway and proximate US-41.

While the actual size of that industrial park is to be determined, our assistance in that planning effort is confined to gathering certain due diligence related to the planning, parcelization, and possible development or construction of certain non-aeronautical dependent uses.

Scope of Services

Based on our understanding of the project requirements provided to date by Client, GAI will perform the following discrete tasks described in this Scope of Services:

Task 1

Review with team members the limitations imposed on the property in question by its physical character, location relative to other improvements at the airport, already approved or continuing plans of the airport that have implications for our input, and financial or operational constraints imposed by grants or other FAA obligations in place or underway.

Task 2

Profile the facilities/sites at up to five other airports in Florida of similar size, identifying:

Overall

- Total acreage or lands allocated to industrial activities
- Approximate year when industrial activity began
- Estimated occupied and vacant acreage remaining
- Public services available
- Basic approach to development or construction [owner, developer, other]

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Focused

- Acreage allocated to non-aeronautical industrial activities
- Estimated vacant acreage remaining for non-aeronautical industrial activities
- Typical size of parcel
- Typical size of buildings or facilities
- Parking
- FAR utilized
- Year built where available
- Nature of users
- Access and quality of site or locational conditions [qualitative considerations]
- Financial terms [lease rates, sales prices, or other pertinent information that may be available]

Task 3

Profile the facilities/sites at up to five other industrial parks of similar size [50-75 acres] in exurban counties or areas of Florida, identifying:

- Size of park or parcel
- Public services available
- Basic approach to development or construction [owner, developer, other]
- Approximate year when activity began
- Estimated occupied and vacant acreage remaining
- Size buildings or facilities
- Year built where available
- Nature of users
- Typical size of parcel
- Typical size of buildings or facilities
- FAR utilized
- Year built where available
- Nature of users
- Access and quality of site or locational conditions [qualitative considerations]
- Financial terms [lease rates, sales prices, or other pertinent information that may be available]

Task 4

Summarize the above information for planning purposes, giving guidance on the typical parcel sizes(s) to anticipate, the likely development or implementation period, and the nature of non-aeronautical uses or users likely to be drawn to the property.

Task 5 (Optional)

Should it be desired, we can also begin to map out a series of policy recommendations associated with leasing and development of non-aeronautical activities.

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

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Deliverable(s)

Deliverables will consist of meetings, minutes if necessary and a short memorandum with appropriate tables and a series of observations and recommendations related to the optimum parcellation and strategy of the property to be developed. Except to the extent comments are made about the nature of users in the selected airport industrial settings, GAI's analysis will consider only industrial or commercial facilities or activities with a non-aeronautical orientation. Our work product will not include any plans or diagrammatic sketches.

Schedule

GAI will begin work upon receipt of a copy of this Proposal executed and authorized below. GAI will endeavor to complete its Scope of Services and deliver the project deliverable within 5-6 weeks from authorization subject to excused delay occasioned by factors beyond GAI's reasonable control.

Compensation and fees

GAI proposes to complete this work on a lump sum basis. The total estimated cost of GAI's services under this Proposal is $15,000. Task 5, as noted, is optional and could eb arranged at our standard hourly rates

Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be in accordance with Exhibit A.

Assumptions and Understandings

GAI's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
2. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
3. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
4. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
5. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
6. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
7. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within thirty (30) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

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Please do not hesitate to contact me at 321-319-3131 if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

Sincerely,
GAI Consultants, Inc.

Jack E. Thompson Jr

Digitally signed by Jack E. Thompson Jr
DN: E=J.Thompson@gaiconsultants.com, CN=Jack E. Thompson Jr
Date: 2021.08.06 11:49:09-04'00'

Jack E. Thompson, C.M., LEED AP
Senior Engineering Manager, Aviation

Owen M. Beitsch

Digitally signed by Owen M. Beitsch
DN: E=o.beitsch@gaiconsultants.com, CN=Owen M. Beitsch
Reason: I am approving this document
Date: 2021.08.06 11:46:22-04'00'

Owen Beitsch, PhD, AICP, CRE
Senior Director, Economics

REQUESTED AND AUTHORIZED BY:

American Infrastructure Development, Inc.

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

JT:OB/cl

Attachments: Exhibit A – GAI Standard Terms and Conditions for Professional Services

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

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TIERRA

August 16, 2021

American Infrastructure Development, Inc.
122 SW Midtown Place, Unit 101
Lake City, Florida 32025

Attn: Mr. Nabil Hmeidi

RE: Phase I Environmental Site Assessment Proposal
INF Industrial Park Development
Inverness, Citrus County, Florida
Tierra Proposal No.: 65-21

Mr. Hmeidi:

Tierra, Inc. (Tierra) appreciates the opportunity to submit this proposal to provide environmental services for the project site identified above.

Project Information

The project site encompasses a total of ±76.69-acres that includes two separate, adjoining parcels (Parcel #s 20E19S33 31000 and 20E19S33 31200) located south of the intersection of Airport Road and Watson Street in Inverness, Citrus County, Florida. Based on Google Earth imagery, it appears the area is currently undeveloped, wooded land. The following sections outline the proposed environmental scopes of services.

Environmental Scope of Services - Phase I ESA

Tierra will perform the Phase I Environmental Site Assessment (ESA) to search for evidence of recognized environmental conditions (RECs) in connection with the subject parcel. Tierra proposes to perform the Phase I ESA in general accordance with ASTM E 1527-13, Standard Practice for Environmental Site Assessments: *Phase I Environmental Site Assessment Process*

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

(ASTM E 1527-13). In order to meet the preceding objectives, we propose to provide the following services:

1. Tierra will perform the assessment under the supervision of an environmental professional as defined in 40 CFR 312.10. The scope of services will include records review, site reconnaissance, interviews, and preparation of a report. Tierra will review environmental regulatory database information regarding environmental conditions on and surrounding the subject property, physical setting sources, and historical information sources regarding the past uses of the property. We will also ask for and review other helpful documents regarding environmental conditions on the subject property provided from you, the property owner, and key site personnel (if any are identified).

2. Tierra will attempt to conduct interviews as required in ASTM E 1527-13. Tierra will conduct the interviews by phone, in writing, or in person. Parties to be interviewed include you or your designated representative as the "user" of the Phase I ESA, the current property owner, key site personnel, and one or more representatives of state and/or local government agencies. Past owners, operators, occupants, and neighboring property owners or occupants may also be interviewed.

3. Tierra will prepare a report of our findings and deliver to the client within four to five weeks after receipt of the signed contract. The report will include a summary section at the beginning that contains the identified on-site or off-site, historical or current RECs, any data gaps encountered, and the impact of those data gaps on the assessment. The remainder of the report will include the methodology and resources used and the data gathered. Recommendations, based upon the project findings, will be presented.

Assessment of Issues Beyond the Scope of ASTM E 1527

Tierra understands that the client has not requested Tierra to assess any environmental issues or conditions outside the scope of the ASTM E 1527-13 (non-scope considerations identified in ASTM E 1527-13 §13) in connection with this Phase I ESA. Mold, asbestos, indoor air quality, radon, and drinking water assessments are not included in this scope of work. Should any of these services be requested, please contact Tierra for a revised scope and cost estimate.

Client Responsibilities

ASTM E 1527-13 §6, §10.8, §10.9, and Appendix X.3 describe certain responsibilities of the client as the user of the Phase I ESA to collect and provide information to the environmental professional to help identify the possibility of recognized environmental conditions in connection with the property. This information is identified on the attached User Questionnaire. Review of reasonably ascertainable recorded land title records and lien records to identify environmental liens is important to completion of the Phase I. Tierra requests any title records and lien information for the property are provided by the client for our use.

The attached User Questionnaire is intended to help you meet the user responsibilities under ASTM E 1527-13. ASTM E 1527-13 also requires that Tierra review the information at or prior to the beginning of our site reconnaissance. Tierra requests that you complete the User

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

Questionnaire and return it along with the executed proposal authorization. The completed User Questionnaire will become an integral part of the Phase I report.

Third Party Reliance

Third party reliance letters may be issued upon request and upon the payment of the then-current fee for such letters. All third parties relying on Tierra reports, by such reliance, agree to be bound by this proposal. No reliance by any party is permitted without such agreement, regardless of the content of the reliance letter itself.

Service Fees

The lump sum fee to provide the Phase I ESA is **$2,500.00**. Tierra proposes that the work will be completed pursuant to the attached Tierra's General Conditions. We will provide you with verbal results of tested conditions and immediately notify you should conditions impacting our scope, schedule, or cost of services occur. The proposal is based on the assumption that no hazardous materials exist on-site that would impact our investigation.

We appreciate the opportunity to offer our services to you. If this proposal is acceptable, please sign below as notice to proceed and return one (1) copy of this proposal intact to our office. Should you have any questions in regard to this proposal, please do not hesitate to contact this office.

Respectfully Submitted,

TIERRA, INC.

Sammy M. Awad
Environmental Scientist

Michael J. Bair, ASP
Chief Scientist
Environmental Professional

Attachments: Phase I ESA User Questionnaire
Tierra's General Conditions

AUTHORIZED BY:	**INVOICE TO:**
Name:	**Company:**
Title:	**Name:**
Signature:	**Address:**
Date:	**Phone:** **Fax:**

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

Coastal engineering associates, inc.
Engineering
Planning
Surveying
Environmental
Transportation
Construction Management

September 1, 2021

American Development Infrastructure, Inc.
Mohsen Mohammadi, Ph.D., P.E., Principal
3810 Northdale Blvd., Suite 170
Tampa, Florida 33624

AGREEMENT FOR SERVICES
P-1536 - Inverness Airport-Business Industrial Park

Mohsen:

In accordance with our discussions, Coastal Engineering Associates, Inc. is pleased to submit the following agreement for professional services for your consideration.

Coastal Engineering Associates, Inc., hereinafter referred to as ***"COASTAL",*** proposes furnishing professional services on behalf of American Development Infrastructure, Inc., hereinafter referred to as the ***"Client"*** for the fees stipulated herein.

Scope of Work
COASTAL will:

.02 Environmental Services

A. Biotic Evaluation

1. Perform a pedestrian survey of the subject property to determine general plant and/or animal distributions and to identify protected plant and/or animal species under applicable jurisdictions and mitigation options available to the Client.
2. Provide one (1) original report to the Client. The report shall be delivered within four (4) weeks of notice to proceed.

NOTES:

1. This task does not include any field review with appropriate agencies or any mitigation planning or permitting.
2. COASTAL cannot guarantee that all pertinent and relative information relating to the feasible development of the subject property can or will be discovered and disclosed during and/or in the completion of this task. Client solely accepts all risks associated with the purchase of the property and development restrictions and requirements on the subject property. Client is advised that the final development limits of the subject property can only be identified after all required construction permits are obtained.

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

.05 Engineering Services

A. Master Utilities Concept
Prepare an on-site and/or offsite conceptual sewer and water services concept for the Client approved conceptual site plan, including the approximate sizes and locations of major lines, pump stations and force. Coordinate with the City of Inverness on the capacity available for service to the site including domestic and fire flow as applicable.

B. Engineer's Opinion of Probable Cost (EOPC)
Prepare a preliminary opinion of utility development costs for Client's conceptual site improvements based upon land development costs for similar projects. No preliminary or final engineering design will be provided for this conceptual estimate. It is not to be construed as an engineering estimate based upon design plans.

C. Final Engineering Design
Construction Documents - Prepare plans and specifications for water and sewer service for the proposed development. The plans and specifications shall specifically include the following:

a. Design and modeling of onsite sewage collection and potable water distribution facilities. Models to be based on City of Inverness master utility models and include estimated fire flow based on proposed build-out.
b. Onsite pumping station and force main. Pumping station shall be designed to accommodate project build-out
c. Offsite utility connection to existing 8-inch water main and 4-inch forcemain located at the intersection of E. Watson Street and S. Airport Road.
d. Miscellaneous sheets (details sheet, cover sheet, etc.)

D. Permitting and Processing
Prepare and submit standard documents and applications for the following permits and/or agreements to the required governmental organizations:

a. City of Inverness Utility Department Approval.
b. Florida Department of Environmental Protection FDEP) permit applications for sanitary sewerage collection facilities (industrial wastewater permit not anticipated) and potable water distribution system.

E. Engineer's Opinion of Probable Cost
Prepare an opinion of costs for the water and sewer construction improvements based on the final design documents.

NOTES:

1. Architectural building plans, structural design, geotechnical investigation, plumbing, electrical, etc., as may be required for building permit(s) shall be by others.

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

2. Due to possible final engineering requirements and restrictions, COASTAL cannot guarantee there will be no changes to the site layout from the master plan / conditional plat / conceptual plan.
3. COASTAL shall assist the Client in applying for those permits, approvals, and agreements normally required by law for projects similar to the one for which COASTAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by COASTAL and included in the scope of Basic Services of this Agreement. COASTAL cannot guarantee the approval of the required government regulatory permits and agreements.
4. Client shall provide necessary HOA or POA documents including Articles of Incorporation and Declaration of Covenants required for permit application reviews.
5. Digital CADD files to be used for the purpose of construction planning and estimating only will be available at the Client's request and receipt of a signed copy of the COASTAL Electronic File Release and Use Agreement and billed as a reimbursable item per the attached rate sheet.

.08 Construction Observation Services

A. Bid Phase – Assist in contract bidding and/or negotiations.

1. Attend pre-bid meeting.
2. Answer bidder questions and provide written addenda, if necessary.
3. Review bids and provide recommendation of award.

B. Construction Phase – Provide construction observation of the described construction work **as required of the Engineer of Record in accordance with applicable regulatory law and agency requirements for construction observation and certification** including:

1. Attend preconstruction conference.
2. Attend and participate in bi-weekly construction progress meetings. Meeting attendance may include phone or digital attendance in lieu of onsite meeting. Assume 24 bi-weekly meetings.
3. Periodic on-site observation as required for certification of construction with applicable regulatory agencies (includes periodic progress meetings, pre-final and final inspections). Assume a minimum of one visit per month for duration of eleven (11) month construction contract.
4. Consultation and advice during construction directly applicable to completed plans and specifications.
5. Processing of applicable pay requests; shop drawings, tests; and change orders.
6. Prepare "record drawings" from Client/Contractor supplied as-builts and construction completion certifications for permits obtained under this contract. Prepare and submit performance and maintenance bond cost estimates as required.

NOTE:

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

1. COASTAL shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and COASTAL, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow COASTAL to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, COASTAL shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work. If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by COASTAL as Additional Services in accordance with the terms of this Agreement.

.09 Surveying Services

A. Design Survey

1. Topographic Survey - Locate all surface features, provide elevations to one-foot contour intervals.

A. Industrial Park Connecting Infield Taxiway Topographic Survey
B. Industrial Park Road/Utility Topographic Survey
C. Industrial Park Area Additional Perimeter Topographic Survey
D. Industrial Park Roadway Rehab Topographic Survey

Summary of Fees

COASTAL will be paid the following fees:

.02 Environmental Services:
A. Biotic Evaluation .....Lump Sum: $3,750.00

.05 Engineering Services:
A. Master Utilities Concept .....Lump Sum: $11,460.00
B. Conceptual EOPC .....Lump Sum: $2,760.00
C. Final Engineering Design .....Lump Sum: $17,000.00
D. Permitting & Processing .....Lump Sum: $4,592.00
E. Final EOPC .....Lump Sum: $2,840.00

.08 Construction Observation Services:
A. Bid Phase .....Lump Sum: $1,950.00
B. Construction Phase:
1. Meetings .....Lump Sum: $5,500.00
2. Construction Phase Services .....Lump Sum: $18,800.00
3. Water & Sewer Record Drawings .....Lump Sum: $5,250.00

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

AGREEMENT FOR SERVICES
P-1524 - Inverness Airport-Business Industrial Park
September 1, 2021

.09 Surveying Services:
1. Topographic Survey
   A. Industrial Park Connecting Infield Taxiway .....Lump Sum: $6,588.00
   B. Industrial Park Road/Utility .....Lump Sum: $5,548.00
   C. Industrial Park Area Additional Perimeter .....Lump Sum: $7,600.00
   D. Industrial Park Roadway Rehab .....Lump Sum: $9,680.00

Reimburseables .....As Per Attached Schedule of Professional Fees

Agency Fees .....1.15 of Direct Agency Cost

~~***Retainer***~~
~~The Client shall make an initial payment of $2,000.00 as a retainer, upon execution of this Agreement. Upon receipt of this retainer payment, COASTAL shall commence services as provided for under this Agreement. The retainer shall be held by COASTAL and shall be applied against direct expenses, regulatory permit fees, unpaid invoices or other related project expenses at the close out of the contract. In the event the amount of the retainer exceeds the unpaid expenses, COASTAL shall refund the balance with the final invoice. If the final invoice for direct expenses exceeds the retainer, the Client shall promptly remit the remaining amount due. As services are performed, invoices will be submitted by COASTAL to the Client, and are payable on receipt. Direct expenses shall include permit application fees to governmental agencies required to complete professional services on behalf of the Client.~~

Acceptance
If the above scope and fees meet with your approval, please indicate in the space provided below and return one (1) signed copy within thirty (30) days of the date of this proposal which will constitute an "Agreement and Notice to Proceed" with the accomplishment of this work. COASTAL reserves the right to renegotiate or terminate any or all of the terms and conditions provided herein should Client fail to execute the proposal within thirty (30) days of the date of this proposal.

Sincerely,
COASTAL ENGINEERING ASSOCIATES, INC.
Brian Malmberg, PE, MBA
Director of Engineering

CLIENT:_____

BY:_____

TITLE:_____

DATE:_____

Attachments
1 – General Conditions
2 – Hourly Rates
3 – Reimbursable Schedule
4 – Exhibit (if applicable)

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

General Conditions
Effective June 4, 2018

Payment Schedule

COASTAL shall invoice the Client at regular intervals based on the percent of work performed. Payments will be due and payable upon receipt of invoice. Payments will be considered past due thirty (30) days after receipt of invoice and will be charged at 1% per month (APR 12%) finance charge on the unpaid balance.

COASTAL will be reimbursed for direct expenses by Client at actual cost or in accordance with attached printing price list

1. Blueprints and/or reproducibles for purposes other than in-house working drafts.
2. Outside printing services (including SWFWMD aerials, County aerials).
3. Special postage (Federal Express, FAX) when requested or required.
4. Long distance teleconference service between two or more parties.
5. County fees and regulatory agency fees (application fees, recording fees, public notice fees, review fees, etc.)

Insurance

The Client agrees, to the fullest extent permitted by law, to limit the liability of COASTAL and his or her subconsultants for any and claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COASTAL and his or her subconsultants to all those named shall not exceed $50,000, or COASTAL's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless other prohibited by law. COASTAL agrees to maintain workers' compensation and employer's liability insurance of a form and in an amount as required by state law; insurance coverage certificates for required insurance will be provided to Client based on Client's written notice to proceed and specific request.

Job Site Safety

Neither the professional activities of COASTAL, nor the presence of COASTAL or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COASTAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, COASTAL and COASTAL'S subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Timeliness of Performance

The Client and COASTAL are aware that many factors outside the COASTAL's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The COASTAL will perform these services with reasonable diligence and expediency consistent with sound professional services.

Stepped Dispute Resolution

In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and the COASTAL agree to attempt to resolve such disputes in the following manner. First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

Governing Law and Jurisdiction

The Client and the COASTAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of Hernando County, Florida. It is further agreed that any legal action between the Client and the COASTAL arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Hernando County, Florida.

Modification to the Terms of this Agreement

In the event Client issues a Purchase Order or Memorandum or other Instrument covering the professional services described herein, it is hereby specifically agreed and understood that such Purchase Order, Memorandum or Instrument is for Client internal control purposes only and any and all terms and conditions contained therein, whether printed or written, shall be of no force or effect. This contract is the entire contract between the parties and there is no modification or waiver of any of the terms and conditions herein unless signed by both parties.

Standard Hourly Rates
Effective May 20, 2019

Principal/Expert Testimony	$250.00

ENGINEERING

Principal Engineer* (*Environmental/Transportation/Drainage*)	$195.00
Project Manager	$180.00
Senior Project Engineer	$135.00
Project Engineer	$130.00
Senior Designer	$110.00
Designer	$ 95.00

*(Professional Engineer Registered in the State of Florida)

ENVIRONMENTAL

Principal Environmental Scientist	$185.00
Senior Environmental Scientist	$155.00

PLANNING

Principal/Expert Testimony	$195.00
Principal Planner	$180.00
Senior Planner	$150.00
Staff Planner	$110.00
Permitting Coordinator	$ 65.00

CONSTRUCTION OBSERVATION

Principal	$205.00
Project Manager	$165.00
Construction Inspector	$ 90.00
Full-Time Construction Representative	$ 65.00

SURVEY

Senior Land Surveyor	$155.00
Land Surveyor	$110.00
Survey Crew	$120.00
Senior Survey Technician	$ 90.00
Survey Technician	$ 75.00

SUPPORT PERSONNEL

Administrative Support	$ 62.00

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

REIMBURSABLES

Direct and Out-of-Pocket Expenses ..... Invoice Plus 15%
Regulatory Permit/Filing Fees..... Fee plus 15%
Travel $0.585/Mile
Postage..... Cost

COASTAL REPROGRAPHICS DIVISION PRICE LIST – Effective June 4, 2018

BLACK & WHITE COPIES/PRINTS	PRICE PER COPY/PRINT
8.5" X 11" (1-99 COPIES)	$ 0.10
8.5" X 11" (100- COPIES OR MORE)	$ 0.08
8.5" x 14" (1-99 COPIES)	$ 0.10
8.5" X 14" (100- COPIES OR MORE)	$ 0.08
11" X 17" (1-99 COPIES)	$ 0.20
11" X 17" (100-299 COPIES)	$ 0.16
11" X 17" (300 COPIES OR MORE)	$ 0.12
COLOR COPIES/PRINTS	PRICE PER COPY/PRINT
8.5" x 11" (1 – 50 COPIES)	$ 0.52
8.5” x 11” (51 – 100 COPIES)	$ 0.47
8.5” x 11” (101 COPIES OR MORE)	$ 0.42
8 .5" X 14"	SAME AS 8.5 X 11
11" X 17"	$ 1.00
LARGE FORMAT COPIES/PRINTS	PRICE PER COPY/PRINT
Black & White Copies/Prints	
24" x 36" or up to 6 sq. ft	$ 2.40
30" x 42"	$ 3.50
36" x 48"	$ 4.80
All other sizes (price per sq. ft.)	$ 0.40
Color Copies/Prints	PRICE PER COPY/PRINT
24" x 36" (on heavyweight bond)	$ 17.00
30” x 42” (on heavyweight bond)	$ 25.00
36” x 48” (on heavyweight bond)	$ 35.00
All other sizes on heavyweight bond (price per sq. ft.)	$ 2.90

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

SCANS - BLACK & WHITE OR COLOR $1.50/SQ. FT. (UP TO 36" WIDE)	PRICE PER EACH SHEET
24" x 36"	$ 9.00
FINISHING	
Foam Board (price per board)	$ 8.00
Collating/Inserting (per sheet)	$ 0.10
Hand Folding (per sheet)	$ 1.00
GBC Binding incl. spine and front and back covers (per book):	
Up to 2"	$ 8.00
ELECTRONIC MEDIA	
CD (price per each)	$ 5.00
DVD (price per each)	$ 15.00
SPECIALTY MEDIA	
Canvas (price per sq. ft.) [Stretched]	$ 25.00
Canvas (price per sq. ft.) [Un-stretched)	$ 4.00
AERIALS (COLOR)	
24" X 36" (price per each)	$ 25.00
30" x 36" (price per each)	$ 35.00
36" x 48" (price per each)	$ 50.00

NOTE: RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

August 20, 2021

Elton Smith
American Infrastructure Development, Inc.
3810 Northdale Blvd., Suite 170
Tampa, Florida 33624

Re: Inverness Airport – Business-Industrial Park – Due Diligence Report

Dear Elton,

Thank you for the opportunity to propose **Electrical Engineering** services for American Infrastructure Development. We are pleased to propose for the Inverness Airport – Business-Industrial Park Due Diligence Report.

We understand our scope is to produce a due diligence report for coordinating the electrical and telecommunications infrastructure serving a ~48.5 acre business-industrial park consisting of five (5) parcels. We understand our specific scope includes the following:

- One (1) site visit to observe existing conditions (i.e. utility pole and communications service provider demarcation locations).
- Coordinate electrical service requirements with local power company.
- Coordinate telecommunications service requirements with local telecom company.
- Coordinate electrical service and emergency back-up generator requirements for a pump station.
- Conceptual electrical load calculations.
- Conceptual generator sizing calculations.
- Opinion of probable construction costs (rough order-of-magnitude).

Notes that apply to all services:

- Our deliverable will consist of a report on 8.5" x 11" paper and will be supplemented with sketches on 11" x 17" paper if necessary.
- Electrical load calculations for structures will be estimated based on square footage and intended function.
    - Adequate information pertaining to the structures within each parcel will be provided to HEG for determining the electrical loads and service requirements.
    - Since our fee is being presented as a finite amount, this proposal includes time for no more than one refinement (iteration).
- Up to and including one (1) virtual meeting.

The following services are expressly excluded from this proposal unless contained in an addendum:

- Architectural design services, software engineering, mechanical engineering, or structural engineering.
- Design/Construction Documents.

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

- Lighting.
- Electrical distribution within structures.
- Construction Period Services.
- Green Building or LEED design.
- Meetings or site visits not expressly listed above.
- Printing for use other than expressly mentioned above.
- Value Engineering (VE) of systems and products.
- Life cycle cost analysis.
- Copying, printing, and other reproduction services.
- Hall Engineering Group is not responsible for locating conditions that are unreasonably hidden by reason of the building design or by obstruction of reasonable access necessary to make observations.
- Permitting.

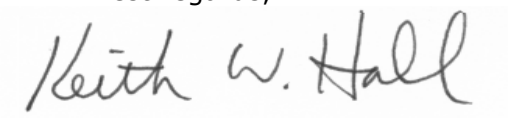
If items are not expressly "included" in this proposal, they shall be considered "excluded". HEG will be pleased to propose on these excluded items.

This proposal will become a contract upon execution by both parties.

If this proposal looks acceptable, please sign and return along with a P.O. number to this office.

Thank you again for the opportunity and please contact me if you have any questions.

Best regards,



Keith W. Hall, P.E.
President

Accepted by _____ Date _____

P.O. # _____

Appendix A: Proposed Fees
Appendix B: General Terms and Conditions

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

Appendix A

We propose to furnish these services for the following fixed fees:

Scope Tasks	Price
Electrical Due Diligence Report	$13,500.00

Notes:

1. Reimbursables such as printing, mileage, and courier services are included in the above fee.

2. The above fee is based on HEG's standard insurance policies. If additional insurance is required for this project, the total amount listed difference shall be adjusted to compensate for the additional costs.

3. Contract modifications, if hourly, shall use HEG's standard hourly rates in affect at the time of the contract modification.

4. A fee of $750.00 will be charged for each additional on-site meeting or site visit not listed above. The meeting/site visit will be pre-approved.

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

August 26, 2021

Elton Smith
American Infrastructure Development, Inc.
3810 Northdale Blvd., Suite 170
Tampa, Florida 33624

Re: Inverness Airport – Business-Industrial Park – Electrical Infrastructure Design & CPS

Dear Elton,

Thank you for the opportunity to propose **Electrical Engineering** services for American Infrastructure Development. We are pleased to propose for the Inverness Airport – Business-Industrial Park.

We understand our scope is to provide underground electrical and telecommunications infrastructure design serving a ~48.5 acre business-industrial park consisting of five (5) parcels as well as the electrical design for one (1) pump station with emergency standby generator. We understand our specific scope includes the following:

- Coordinate electrical service requirements with local power company.
- Coordinate telecommunications service requirements with local telecom company.
- Design pull boxes (vaults) and conduits for underground medium voltage power distribution and telecommunications.
    - Equipment and conductors/cabling are excluded.
- Design electrical service and emergency standby generator to serve a pump station as follows:
    - (2) pumps (~20 HP) with staggered starting
    - Control panel by others
    - No telemetry
    - (1) pole mounted area light with photocell control
    - Power for sewage grinder
    - No odor control system

Notes that apply to all services:

- AutoCAD 2018 will be used to produce Electrical drawings.
- Civil site plan will be provided to HEG in AutoCAD format.
- Up to and including two (2) virtual meetings.
- Construction Period Services (CPS) will include RFI responses, submittal reviews (one (1) resubmittal), up to and including two (2) construction observation site visits and reports, and Record Drawings (As-Builts from contractor red-lines).
- Progress Deliverables at 30%, 60%, 90%, and Final Bid/Construction Documents
- Specifications.
- Five (5) copies of signed and sealed drawings and specifications.
- Bidding responses.
- Permitting responses and revisions, if necessary.

The following services are expressly excluded from this proposal unless contained in an addendum:

- Architectural design services, software engineering, mechanical engineering, or structural engineering.
- Fault-current calculations.
- Time-Current Coordination Studies.
- Arc Flash Studies and preparation of Arc Flash Labels.
- Lightning Protection System Design.
- Fire Alarm System Design.
- Commissioning.
- Green Building or LEED design.
- Lighting Design other than expressly listed above (i.e. pump station area light).
- Electrical design for structures.
- Medium voltage and telecommunications equipment and conductor/cabling designs. We understand our scope includes box and conduit design only for underground electrical and telecommunications infrastructure.
- Meetings or site visits not expressly listed above.
- Printing for use other than expressly mentioned above.
- Construction cost estimates (Opinions of Probable Costs).
- Value Engineering (VE) of systems and products.
- Life cycle cost analysis.
- Production of Record Documents necessary for the Contractor to obtain a Certificate of Occupancy due to field modifications to the design by his forces.
- Copying, printing, and other reproduction services.
- Hall Engineering Group is not responsible for locating conditions that are unreasonably hidden by reason of the building design or by obstruction of reasonable access necessary to make observations.
- Permitting.
- Changes to the scope of work resulting from unforeseen field conditions.
- Printing for use by contractors.
- Systems Integration services.

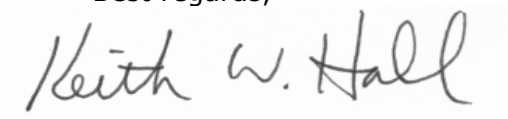
If items are not expressly "included" in this proposal, they shall be considered "excluded". HEG will be pleased to propose on these excluded items.

This proposal will become a contract upon execution by both parties.

If this proposal looks acceptable, please sign and return along with a P.O. number to this office.

Thank you again for the opportunity and please contact me if you have any questions.

Best regards,



Keith W. Hall, P.E.
President

Accepted by _____ Date _____

P.O. # _____

Appendix A: Proposed Fees
Appendix B: General Terms and Conditions

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

Appendix A

We propose to furnish these services for the following fixed fees:

Scope Tasks	Price
Electrical Engineering through Permitting – Site Infrastructure Design (excludes pump station design)	$20,500.00
Construction Period Services - Site Infrastructure (excludes pump station)	$5,850.00
Electrical Engineering through Permitting – Pump Station and Emergency Standby Generator Design	$8,750.00
Construction Period Services - Pump Station and Emergency Standby Generator	$2,275.00
Total	**$37,375.00**

Notes:

1. Reimbursables such as printing, mileage, and courier services are included in the above fee.
2. The above fee is based on HEG's standard insurance policies. If additional insurance is required for this project, the total amount listed difference shall be adjusted to compensate for the additional costs.
3. Contract modifications, if hourly, shall use HEG's standard hourly rates in affect at the time of the contract modification.
4. A fee of $750.00 will be charged for each additional on-site meeting or site visit not listed above. The meeting/site visit will be pre-approved.

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

QUANTUM
Electrical Engineering, Inc.

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

August 24, 2021

American Infrastructure Development, Inc.
Mr. Elton Smith, P.E.
3810 Northdale Blvd., Suite 170
Tampa, FL 33624

Subject: Electrical Engineering Services Fee Proposal for the Inverness Airport Business Industrial Park - New Taxiway Project.

Dear Elton,

Quantum Electrical Engineering, Inc. (QUANTUM) is pleased to provide American Infrastructure Development, Inc. (AID) an electrical engineering fee proposal for the Inverness Airport Business Industrial Park New Taxiway Project. This proposal is based upon the scope of work provided by AID on 8/12/2021 and 8/23/2021.

The following items are included in our scope:

TASK 1: Project Definition Report

- Includes all coordination/review meetings with AID Team and Inverness Airport.
- Includes record drawings reviews and on-site electrical verifications of existing conditions.
- Identify the required electrical improvements for the addition of the proposed taxiway lighting and signage systems to meet all FAA requirements.
- Determine whether modifications to the existing airfield electrical vault and airfield lighting control system are required to facilitate the addition of new taxiway edge lighting and signage system for the proposed taxiway.
- Prepare preliminary cost estimates based on the proposed recommendations.
- Prepare a summary of our findings within the airfield electrical section of the overall AID Project Definition Report.

Our proposed total Lump-Sum fee for Task 1 is: $ 4,152.00

TASK 2: Design Documents

- Includes design coordination meetings with the AID Design Team and Inverness Airport.
- Includes record drawing review and visual field investigation.
- Design new airfield lighting and signage systems for the proposed taxiway/taxilane.
- Includes airfield electrical plans reflecting new cable & conduit systems, lighting and signage layouts, sign schedules, ductbank systems, vault modifications, electrical calculations and electrical installation details. The design shall be per FAA advisory standards.

Exhibit C
Subconsultant Proposals

Our proposed total Lump-Sum fee for Task 2 is: $ 21,548.00

TASK 3: Bid & Award

- Includes virtual attendance of pre-bid meeting.
- Includes Addenda revisions and any permitting comment revisions.
- Includes review of bid pricing results and recommendation of award.

Our proposed total Lump-Sum fee for Task 3 is: $ 1,130.00

Exclusion and Assumptions

- Does not include any testing of existing airfield lighting and signage systems.
- AID shall provide all base drawings and border files to QUANTUM on AutoCAD 2020 or higher.
- Quantum shall provide 1-electronic Project Definition Report and cost estimate to AID for draft and final report submittals. AID shall provide all distribution and printing of Project Definition Report to the Owner.
- QUANTUM shall provide 1-electronic set of electrical design documents & specifications & cost estimates to AID for 60%, 90% and 100% reviews and bid plans.
- AID shall provide all printing of design documents (plans & specifications) for reviews, bid phases, permits and construction phases to the Airport.
- QUANTUM shall provide digital signed and sealed design documents to AID.
- Does not include Construction Administration Services.

Our proposed Lump-Sum fee for Task 1 is:	$ 4,152.00
Our proposed Not to Exceed fee for Task 2 is:	$ 21,548.00
Our proposed Not to Exceed fee for Task 3 is:	$ 1,130.00
Our proposed total fee is:	**$ 26,830.00**

(See attachment breakdown)

Amy L. Champagne-Baker, PE
President

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

Special Services

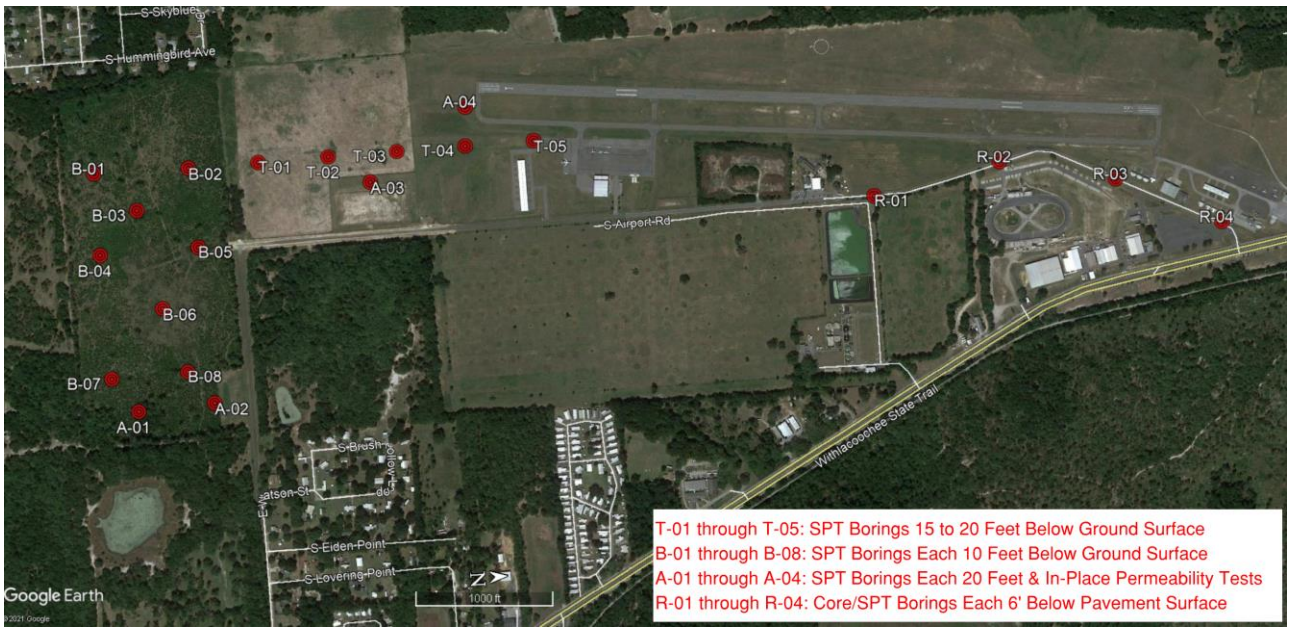
In addition to the basic services described herein, AID will provide the following Special Services required under this contract:

- AID will provide geotechnical exploration services to assist the project team in the design of Taxiway D extension, the rehabilitation of the northern portion of Airport Road, construction of new roadways within the future hangar development, and associated stormwater management facilities. To evaluate the existing subsurface conditions and arrive at our conclusions, AID will perform Standard Penetration Test (SPT) and auger borings [drilling will be performed by a qualified subconsultant], obtain soil samples, perform laboratory testing, and analyze gathered data. AID scope of work under this task will consist of the following:

    - Perform five (5) Standard Penetration Test (SPT) borings along Taxiway D extension extending to depths ranging from 15 to 20 feet below the existing ground surface or refusal depth;
    - Perform four (4) asphalt core/SPT borings along the existing Airport Road each extending 6 feet below the bottom of the base course;
    - Perform eight (8) SPT borings along the new roadways within the future hangar development each extending 10 feet below the existing ground surface or refusal depth;
    - Perform four (4) SPT borings within the limits of the stormwater management facility areas each extending 20 feet below the existing ground surface or refusal depth;
    - Perform an in-place permeability test near each of the auger borings;
    - Obtain three (3) bulk samples from the subgrade soils for laboratory California Bearing Ratio (CBR) tests;
    - Grout all borings to the surface;
    - Provide a brief review of the field procedures and results of the field and laboratory testing;
    - Provide field exploration plan or GPS coordinates indicating the approximate location of the borings;
    - Provide graphical representation of the subsurface conditions including standard penetration resistance data and groundwater levels;
    - Provide general evaluation of the site considering the proposed project and encountered subsurface conditions;
    - Provide general design and construction criteria;
    - Provide recommendations for general site preparation and construction of compacted fills or backfills, and
    - Provide stormwater management facility design parameters.

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

AID shall prepare a Geotechnical Engineering Report of the findings and shall deliver to the City a PDF copy of the report. The following depicts the approximate location of the Core/SPT borings proposed during this design phase:



Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

American Infrastructure Development, Inc.

Cost Estimate

Inverness Airport (INF) - Industrial Park Development
Citrus County, Florida
Friday, August 27, 2021

	Description	Unit	Estimated Quantity	Unit Cost	Estimated Total
Field Services					
A.	Subconsultant (Tierra), 2 SPT at 20', 3 SPT at 15', 4 core/SPT at 6', 8 SPT at 10', 4 SPT at 20' [Day Time Work]	LS	1.0	$10,682.50	$10,682.50
B.	Bulk Sample collection and preparations	Each	3.0	$75.00	$225.00
C.	In-place Permeability Testing	Each	4.0	$300.00	$1,200.00
D.	Engineer/Planner/Field Professional with drillers	Hour	30.0	$133.00	$3,990.00
E.	Engineer/Planner/Coordination, etc	Hour	8.0	$133.00	$1,064.00
F.	Senior Engineering (sample review)	Hour	6.0	$162.00	$972.00
				Sub-Total	**$18,133.50**
Laboratory Testing					
A.	Moisture Content (ASTM D 2216)	Each	12.0	$10.00	$120.00
B.	Grain Size Analysis/Fines Content	Each	12.0	$25.00	$300.00
C.	Liquid Limit, Plastic Limit and Plasticity Index of Soils (ASTM D 4318)	Each	2.0	$125.00	$250.00
D.	California Bearing Ratio (CBR) Test / Subgrade Soils	Each	3.0	$450.00	$1,350.00
				Sub-Total	**$2,020.00**
Engineering & Administration					
A.	Project Manager	Hour	1.0	$184.00	$184.00
B.	Senior Engineer	Hour	50.0	$162.00	$8,100.00
C.	Designer/Drafting/CADD	Hour	12.0	$96.00	$1,152.00
D.	Clerical/Administration	Hour	2.0	$78.00	$156.00
				Sub-Total	**$9,592.00**

Lump Sum Total $29,745.50

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

TIERRA

August 26, 2021

American Infrastructure Development, Inc.
3810 Northdale Blvd., Suite 170
Tampa, Florida 33624

Attn: Mr. Mohsen Mohammadi, Ph.D., P.E.

RE: Proposal for Geotechnical Drilling Services
Inverness Airport
Industrial Park
Citrus County, Florida
Tierra Proposal No: 65-21-535

Mr. Mohammadi:

Tierra, Inc. appreciates the opportunity to present this proposal. This following proposal is based on information provided and our understanding of the project.

Project Description

Based on information provided, the project consists of airport improvements supported by geotechnical investigations as shown below. This proposal has been developed to provide geotechnical drilling and testing services as requested by American Infrastructure Development, Inc (AID).

Based on a review of aerial photography, the site is wooded in the southern end of the improvements and will require site clearing/mulching to access boring locations. Costs for site clearing/mulching access paths are included herein. Permission and access to enter airport property should be secured prior to Tierra mobilizing to the site.

Scope of Services – Geotechnical Testing

As requested, Tierra will perform the following:

1. Mobilize to the site (picture IDs of field personnel, airport flags on drilling equipment, strobe lights and company decals are required);

2. Work to be performed during day time [to be verified];

7351 Temple Terrace Highway • Tampa, FL 33637
Phone (813)989-1354 • Fax (813)989-1355

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

3. Coordinate utility clearance with Sunshine One Call and the airport. Perform GPR in areas of the borings to aid in verifying utility clearance.

4. Perform five (5) SPT borings along Taxiway D Extension [T-01 and T-05 to 20', T-02, T-03 and T-04 to 15'], sample continuously to 10' and at 5-foot intervals thereafter;

5. Perform eight (8) SPT borings along roadways within future hangar area sampled continuously to 10' [B-01 through B-08];

6. Perform four (4) core/SPT borings along Airport Road sampled continuously to 6' below bottom of base course [R-01 through R-04]. Auger asphalt and base, measure depth of each layer and record on boring log, clean hole of water or loose material and obtain three 24-inch split spoon samples;

7. Perform four (4) SPT borings each extending 20 feet below the ground surface [A-01 through A-04].

8. Measure and record groundwater levels immediately following completion of each boring;

9. Grout all borings to the surface and thoroughly clean work areas of loose debris, soils cuttings, mud, etc.;

10. Record any surface/subsurface anomalies detected or observed;

11. Relinquish samples, field logs, etc. to AID representative. No engineering and/or laboratory testing is included in this proposed scope of services.

Service Fee

It is proposed that the fee to perform the geotechnical drilling services for the project is **$10,682.50**. A breakdown of estimated fees is attached. A copy of our General Conditions is enclosed herein. We will immediately notify you should conditions impacting our scope, schedule, or cost of services occur. The proposal is based on the assumption that no hazardous materials exist on-site that would impact our investigation.

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

Proposal for Geotechnical Drilling Services
Inverness Airport
Industrial Park
Citrus County, Florida
Tierra Proposal No: 65-21-535

Closure

We appreciate the opportunity to offer our services to you. If this proposal is acceptable, please sign below as notice to proceed and return one (1) copy of this proposal intact to our office. Should you have any questions regarding this proposal, please do not hesitate to contact our office.
Respectfully Submitted,

TIERRA, INC.

Daniel R. Ruel, PE
Geotechnical Engineer

Kevin H. Scott, P.E.
Senior Geotechnical Engineer

Attachment: Fee Sheet
Tierra's General Conditions

AUTHORIZED BY:	INVOICE TO:
Name:	**Company:**
Title:	**Name:**
Signature:	**Address:**
Date:	**Phone:**

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

Invernes - Industrial Park Developmnet EXHIBIT PRICE PROPOSAL - Tierra Inc				
ITEM/Test	Unit	Unit Quantity	Counter Price	
Principal Engineer	hr	1	$165.00	$165.00
Senior Engineering Technician	hr	8	$60.00	$480.00
Engineering Technician	hr	8	$50.00	$400.00
Project Scientist/Staff Engineer	hr	4	$100.00	$400.00
Standard Penetration Test Boring - Truck Mounted Equipment				
0-49 ft	lf	269	$12.50	$3,362.50
Permeability Tests	ea		$195.00	$0.00
Grout Bore Hole				
Grout Bore Hole	lf	269	$5.00	$1,345.00
GPR	day	1	$1,800.00	$1,800.00
Hand Auger Borings	lf	0	$9.00	$0.00
Core Rig Mobilization	per event	1	$100.00	$100.00
Casing				
Casing	lf	50	$12.00	$600.00
Mobilization of Men & Truck Mounted Drilling Rig	ea	1	$330.00	$330.00
Site Clearing (Mechanical Equipmnet)	Day	1	$1,700.00	$1,700.00
CBR Testing	ea		$350.00	$0.00
			Estimated Project Cost =	**$10,682.50**

Attachment: 10-12-21 RFQ 21-082 Agenda Docs-AID (18412 : RFQ 21-082 Inverness Airport Businesss Park Design, Permitting, Bidding &

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 21-099 Contract Mowing along the Suncoast Parkway Trail from US98 to SR44; AB5 Enterprises
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

On July 11, 2021, Staff advertised ITB 21-099 Contract mowing, trimming, edging and clean-up along the Suncoast Parkway Trail from US98 to SR44 and received three bid submittals.

Staff desires to award ITB 21-099 to AB5 Enterprises as the lowest, responsible, and responsive Contractor to provide services such as mowing, trimming, edging and clean-up along the Suncoast Parkway trail from US98 to SR44.

AB5 Enterprises Agreement with the County will not begin until the construction of the Suncoast Parkway from US98 to SR 44 has been completed and County accepts the parcels that include the Suncoast Parkway Trail property. Once the project has been completed and accepted, the Contractor will receive a Purchase Order/Notice to Proceed to begin work on the project.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
2675-53400	Other contrac	$43,008	$0	$0	$43,008

Grounds Maintenance-Other Contractual Services
Project is included in the FY 21/22 Budget.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and AB5 Enterprises to provide contract mowing along the Suncoast Parkway Trail from US98 to SR44, pending the Suncoast Parkway construction completion, and once accepted by the County the Contractor will receive a Purchase Order/Notice to Proceed to begin the project.

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: Contractual Mowing - Suncoast Parkway Trail
(Two lines maximum)

DEPARTMENT / DIVISION: Community Services / Grounds Maintenance

ACCOUNT NUMBER: 2675 - 53400
(Four lines maximum)

BUDGET AMOUNT: unfunded at this time

FINANCING REQUIRED: YES [ ] NO [X] **GRANT FUNDED:** YES [ ] NO [X]

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

Contract services for mowing County maintained Suncoast Parkway Trail from US 98 to Highway 44.

ATTACHED:
Scope of Work

REQUESTOR (SIGNATURE)	DocuSigned by: Bob Glancy D819F732E2BD49B...	**DATE**	6/9/2021 | 12:55:41 PM E
REQUESTOR (PRINT NAME)	Bob Glancy	**DATE**	6/9/2021 | 12:55:41 PM E
DIVISION DIRECTOR	DocuSigned by: Francine Nobles 630D9AA70ED540D...	**DATE**	6/9/2021 | 12:06:10 PM C
DEPARTMENT DIRECTOR	DocuSigned by: Mariselle Rodriguez 7244C848BBDE457...	**DATE**	6/9/2021 | 4:25:00 PM ED
MANAGEMENT & BUDGET DIRECTOR	DocuSigned by: Colleen Scott 2F545E3B682A4A7...	**DATE**	6/9/2021 | 5:08:36 PM ED

Attachment: 10-12-21 ITB 21-099 Agenda Docs (18415 : ITB 21-099 Contract Mowing along the Suncoast Parkway Trail from US98 to SR44; AB5

Board of County Commissioners

Department of Community Services
Division of Parks and Recreation
Grounds Maintenance Section

M2021-62

MEMORANDUM

TO: Linda Morse, Purchasing & Contracts Manager

THROUGH: Mariselle Rodriguez, Director of Community Services MR 8/30/21

THROUGH: Francine Nobles, Director of Parks and Recreation 8/23/21

FROM: Robert C. Glancy, Jr., Grounds Maintenance Manager

DATE: August 23, 2021

SUBJECT: ITB 021-099 Contract mowing, trimming, edging and clean-up along the Suncoast Parkway Trail from US 98 to SR 44

Grounds Maintenance has completed the review of the submitted bid information from three (3) vendors for the mowing of the Suncoast Parkway Trail from US 98 to SR 44, ITB #021-099, received from Purchasing on August 19, 2021.

We agree with the bid tabulations and accept AB5 Enterprises, Inc. as the lowest responsive bidder.

RCGJr/ray

Enclosure

Attachment: 10-12-21 ITB 21-099 Agenda Docs (18415 : ITB 21-099 Contract Mowing along the Suncoast Parkway Trail from US98 to SR44; AB5

Bid Tabulations

Vendor	Phase 1 (US 98 to Cardinal)	Phase 2 (Cardinal to SR44)	Total Annual Cost
AB5 Enterprises LLC	$ 8,900.00	$ 15,475.00	$ 24,375.00
MWM Lawn & Landscape LLC	$ 16,031.25	$ 29,531.25	$ 45,562.50
Amazing National Services Group LLC	$ 56,250.00	$ 37,500.00	$ 93,750.00

Phase 1

Vendor	Annual cut count	Per cut cost	Total
Amazing National Services Group LLC	25	$ 2,250.00	$ 56,250.00
MWM Lawn & Landscape LLC	25	$ 641.25	$ 16,031.25
AB5 Enterprises LLC	25	$ 356.00	$ 8,900.00

Phase 2

Vendor	Annual cut count	Per cut cost	Total
Amazing National Services Group LLC	25	$ 1,500.00	$ 37,500.00
MWM Lawn & Landscape LLC	25	$ 1,181.25	$ 29,531.25
AB5 Enterprises LLC	25	$ 619.00	$ 15,475.00

Attachment: 10-12-21 ITB 21-099 Agenda Docs (18415 : ITB 21-099 Contract Mowing along the Suncoast Parkway Trail from US98 to SR44; AB5

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/09/2021

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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com
INSURED Aaron Blake DBA AB5 Enterprises 11226 Southwind Lake Drive Gibsonton FL 33534	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hiscox Insurance Company Inc — 10200 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER	Y	Y	UDC-4141887-CGL-21	04/26/2021	04/26/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ S/T Gen. Agg. $
	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 $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E L EACH ACCIDENT E L DISEASE - EA EMPLOYEE E L DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Citrus County Florida is an additional insured. The Hiscox General Liability Policy is Primary and endorsed with a Waiver of Subrogation, subject to the policy's terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
Citrus County Florida 3600 West Sobereign Path, Ste 266 LeCanto, FL 34461	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: 10-12-21 ITB 21-099 Agenda Docs (18415 : ITB 21-099 Contract Mowing along the Suncoast Parkway Trail from US98 to SR44; AB5

National General
Auto, Home & Health Insurance
PO Box 3199 • Winston Salem, NC 27102-3199

INSURED:
Aaron Blake
AB5 ENTERPRISES
1126 Southwind Drive
Gibsonton, FL 33534

CITRUS COUNTY FLORIDA
3600 WEST SOVEREIGN PATH
SUITE 266
LECANTO, FL 34461

POLICY NUMBER: **2011839225**
POLICY EFF DATE: **04/05/2021**
POLICY EXP DATE: **04/05/2022**
UNDERWRITING COMPANY:
Integon Preferred Insurance Company
Date: **04/07/2021**

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.

THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.

This is to certify that the policy of insurance shown above has been issued to the insured named above for the policy perio indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which thi certificate may be issued or may pertain. The insurance afforded by the policy described herein is subject to all the terms exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

CERTIFICATE HOLDER	EFFECTIVE DATE: 04/07/2021
Type: Waiver of Subrogation	
Name: Citrus County Florida	

Type of Insurance	Limits of Liability Provided	
Auto Liability: Scheduled Auto	$1,000,000 Combined Single Limit	Property Damage Included

Cancellation:
Should the above described policy be cancelled before the expiration date thereof, we will mail written notice of cancellation that complies with state statutes to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Cathy Powell
Authorized Representative

04/07/2021
Issue Date

Attachment: 10-12-21 ITB 21-099 Agenda Docs (18415 : ITB 21-099 Contract Mowing along the Suncoast Parkway Trail from US98 to SR44; AB5

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National General
Auto, Home & Health Insurance
PO Box 3199 ● Winston Salem, NC 27102-3199

INSURED:
Aaron Blake
AB5 ENTERPRISES
1126 Southwind Drive
Gibsonton, FL 33534

CITRUS COUNTY FLORIDA
3600 WEST SOVEREIGN PATH
SUITE 266
LECANTO, FL 34461

POLICY NUMBER: **2011839225**
POLICY EFF DATE: **04/05/2021**
POLICY EXP DATE: **04/05/2022**
UNDERWRITING COMPANY:
Integon Preferred Insurance Company
Date: **04/19/2021**

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.

THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.

This is to certify that the policy of insurance shown above has 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

CERTIFICATE HOLDER	**EFFECTIVE DATE: 04/19/2021**
Type: Additional Insured	
Name: Citrus County Florida	

Type of Insurance	**Limits of Liability Provided**	
Auto Liability: Scheduled Auto	**$1,000,000 Combined Single Limit**	**Property Damage Included**

Cancellation:
Should the above described policy be cancelled before the expiration date thereof, we will mail written notice of cancellation that complies with state statutes to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Cathy Powell
Authorized Representative

04/19/2021
Issue Date

Attachment: 10-12-21 ITB 21-099 Agenda Docs (18415 : ITB 21-099 Contract Mowing along the Suncoast Parkway Trail from US98 to SR44; AB5

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2021

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: Michele Story	
CoverHound Insurance Solutions 5655 Lindero Canyon Rd, Suite 420 Westlake Village, CA 91362	PHONE (A/C, No, Ext): (855) 465-8080	FAX (A/C, No):
	E-MAIL ADDRESS: michele@coverhound.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AmTrust	39071
INSURED	INSURER B :	
AB5 Enterprises 11226 Southwind Lake Drive, Gibsonton, FL 33534	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	TWC3973937	04/12/2021	04/12/2022	X PER STATUTE ☐ OTH-ER	
							E L. EACH ACCIDENT	$1,000,000.00
							E L. DISEASE - EA EMPLOYEE	$1,000,000.00
							E L. DISEASE - POLICY LIMIT	$1,000,000.00

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

Citrus County Florida as a Certificate Holder.

CERTIFICATE HOLDER

Citrus County Florida
3600 W Sovereign Path Ste 266
Lecanto Fl 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michele Story

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Attachment: 10-12-21 ITB 21-099 Agenda Docs (18415 : ITB 21-099 Contract Mowing along the Suncoast Parkway Trail from US98 to SR44; AB5

National General Insurance Company

AMB #: 003366 **NAIC #: 23728** **FEIN #: 430890050**

Mailing Address
P.O. Box 3199
Winston-Salem, North Carolina 27102United States
Web: www.nationalgeneral.com
Phone: 336-435-2000
Fax: 336-435-2022
AM Best Rating Unit: AMB #: 000008 - Allstate Insurance Group
Based on AM Best's analysis, 058312 - The Allstate Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	February 26, 2021
Initial Rating Date:	June 30, 1973

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	February 26, 2021
Initial Rating Date:	May 10, 2005

Hiscox Insurance Company Inc.

AMB #: 003030 **NAIC #: 10200** **FEIN #: 986000550**

Administrative Office
520 Madison Avenue 32nd Floor
New York, New York 10022United States
Web: www.hiscox.com
Phone: 646-452-2353
Fax: 212-922-9652
AM Best Rating Unit: AMB #: 051951 - Hiscox Ltd
Based on AM Best's analysis, 051951 - Hiscox Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 04, 2020
Initial Rating Date:	June 30, 1958

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 04, 2020
Initial Rating Date:	June 26, 2007

Attachment: 10-12-21 ITB 21-099 Agenda Docs (18415 : ITB 21-099 Contract Mowing along the Suncoast Parkway Trail from US98 to SR44; AB5

AmTrust Insurance Company

AMB #: 004778 **NAIC #: 15954** **FEIN #: 751413993**

Mailing Address
P.O. Box 650771
Dallas, Texas 75265-0771United States
Web: www.amtrustfinancial.com
Phone: 800-777-2249
Fax: 214-360-8097
AM Best Rating Unit: AMB #: 018533 - AmTrust Group

Based on AM Best's analysis, 044385 - Evergreen Parent, L.P. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A- (Excellent)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 27, 2020
Initial Rating Date:	June 30, 1972

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a- (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 27, 2020
Initial Rating Date:	April 28, 2006

Attachment: 10-12-21 ITB 21-099 Agenda Docs (18415 : ITB 21-099 Contract Mowing along the Suncoast Parkway Trail from US98 to SR44; AB5

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

AB5 Enterprises, (Contractor).

2.0 Designated Contact Person as to County:
Bob Glancy, Manager
Citrus County Grounds Maintenance
1410 S. Lecanto Hwy.
Lecanto, Florida 34461
Phone: 352-527-5760
Fax: 352-527-7676
Email: bob.glancy@citrusbocc.com

3.0 Designated Contact Person as to Contractor:
Aaron Blake, Owner
AB5 Enterprises
11226 Southwind Lake Drive
Gibsonton, Florida, 33534
Phone: 813-847-9563
Fax: N/A
Email: ab5enterprises@aol.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

7.0 Terms of Agreement and Commencement of Services: The Bid will be awarded in two phases and there will be a separate Agreement for each phase. The duration of the Agreements shall be for a period of three (3) years from the date that the Parties have executed each of the Agreements, with an option to renew for one (1) additional, two (2) year period. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and Contractor. The date that Contractor shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Contractor. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

Attachment: 10-12-21 ITB 21-099 Agenda Docs (18415 : ITB 21-099 Contract Mowing along the Suncoast Parkway Trail from US98 to SR44; AB5

Attachment: 10-12-21 ITB 21-099 Agenda Docs (18415 : ITB 21-099 Contract Mowing along the Suncoast Parkway Trail from US98 to SR44; AB5

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 below. 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.

Total Base Bid (Phase 1)	Total Base Bid (Phase 2)
$ 356.00 (Per Cut)	$ 619.00 (Per Cut)

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".

Attachment: 10-12-21 ITB 21-099 Agenda Docs (18415 : ITB 21-099 Contract Mowing along the Suncoast Parkway Trail from US98 to SR44; AB5

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however, such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

11.6 Payments to Subcontractors: When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

11.7 ACH Enrollment: All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

12.2 Warranty Against Defects in Workmanship: Contractor shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

12.3 Warranty of Standard Care: In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be

altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's subconsultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor 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 JO 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.

Attachment: 10-12-21 ITB 21-099 Agenda Docs (18415 : ITB 21-099 Contract Mowing along the Suncoast Parkway Trail from US98 to SR44; AB5

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14.2 Commercial General Liability: Contractor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

14.3 Automobile Liability: Contractor must obtain coverage for all for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

14.4.2 For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.

14.4.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

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 21-099**

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

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requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

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

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

14.5.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

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

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

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

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Contractor shall proceed with the performance of any changes in the Services so ordered by County unless Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Contractor shall give County written notice thereof within fifteen (15) calendar days after

the receipt of the ordered change, and Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

18.0 Licenses and Certifications: Contractor, or its sub-contractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

19.0 Additional Terms and Conditions:

19.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

19.2 Assignment: Neither County nor Contractor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

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:

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"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

19.6 Correction of Services: Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

19.7 County Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

19.8 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

19.9 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

19.10 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

19.11 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract 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.

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19.12 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

19.13 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

19.14 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, subcontractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents. County shall have the right to review and approve any sub-contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

19.15 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state, or federal governmental agencies concerning environmental issues involving the Project Site.

19.16 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

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19.17 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

19.18 Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, and severe floods.

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

19.20 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

19.21 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

19.22 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services 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, 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.

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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 ensure 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.

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19.37 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment or supplies ("direct purchase") instead of through the Contractor are exempt from sales, consumer, use and other similar taxes.

19.38 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the County of any other or further exercise thereof or the exercise of any other right.

20.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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

AB5 ENTERPRISES

Haleigh Backes
Signature of Witness (1)

Haleigh Backes
Printed Name of Witness (1)

Signature of Witness (2)

Brian Bakes
Printed Name of Witness (2)

BY: _____
AARON BLAKE, OWNER

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 14 day of September, 2021, by Aaron Blake as Owner who is ☐ personally known to me or ☑ who produced Drivers License as identification.

Witness my hand and official seal this 14 day of September, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: Zachary Thomas Terveer
Commission No.: HH 133380
Expiration Date: 06/29/2025

SEAL

Notary Public State of Florida
Zachary Thomas Terveer
My Commission HH 133380
Expires 06/29/2025

ATTEST:

ANGELA VICK, CLERK

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

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

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EXHIBIT "A"

SCOPE OF WORK

The typical multi use trail is 50' wide, from roadway fence to western right-of-way, with a 12' asphalt path. The first section from the County line north to Cardinal Street is approximately 4.75 miles and the second section from Cardinal Street north to Highway 44 is approximately 8.25 miles.

Provide Mowing, Edging, Trimming and Clean up services.

I. Contractors Responsibilities
II. Mowing
III. Edging
IV. Trimming
V. Mulching & Weeding
VI. Locations
VII. Mowing Frequency
VIII. Clean up
IX. Payments
X. General

SPECIFICATIONS

I. Contractors Responsibilities

- To provide all supervision, labor, materials, supplies and equipment necessary to properly maintain all sites as described in these specifications.
- To ensure the use of industry safety standards such as those set forth in OSHA for equipment operation and maintenance.
- To repair all damage to buildings, vehicles, trees, shrubs etc. caused by the contractor's operations or employees.
- To ensure that no activity shall be undertaken that will in any way disrupt, inconvenience or endanger any member of the traveling public, either pedestrian or vehicle.
- To comply with all State and Citrus County requirements regarding certification and licensure.

II. Mowing

- Prior to each cut, branches, moss, debris and litter are to be picked up and stacked for pick up.
- Each mowing shall be performed in accordance with section VII - Mowing Frequency.
- Each site shall be completely mowed upon each visit.
- Mower blade height shall be adjusted to prevent scalping.

III. Edging

- All sidewalks, planting beds, paved walking trails, driveways, parking areas etc. will be edged at the time of each cut.
- All edging must be completed with a metal blade type edging equipment. The use of line trimmer or string type weeding equipment is not acceptable for edging.

IV. Trimming

- All buildings, gazebos, poles, trees, fences and anywhere else a mower cannot reach will be trimmed with a commercial grade line trimmer.
- Trimming will be performed at the time of each and every cut.

Attachment: 10-12-21 ITB 21-099 Agenda Docs (18415 : ITB 21-099 Contract Mowing along the Suncoast Parkway Trail from US98 to SR44; AB5

V. **Weeding**

- All ornamental and tree beds will be weeded on a regular basis as needed.

VI. **Locations**

- Suncoast Parkway Trail from US 98 north to Highway 44. Future trailheads will be established at Cardinal Street and Highway 44.

VII. ***Mowing Frequency***

Month	# of cuts
October	2
November	1
December	1
January	1
February	1
March	1
April	2
May	2
June	3
July	4
August	4
September	3
Total	25

- A schedule of mowing weeks, Monday – Sunday, will be provided by August 15th of each fiscal year by the Grounds Maintenance Manager.

Notes: Specific cut dates will be issued during the **Mandatory Pre-bid Meeting.**

VIII. Clean up

- At the end of each mowing service, all walks, drives and open space areas will be free of loose materials, trash or debris.
- All areas will be cleaned during work by either mulching or bagging clippings.
- Tree limbs, palm frowns, etc. will be picked up and piled by the Contractor. The Contractor will contact Grounds Maintenance at (352) 527-5760 to have this material removed.

Attachment: 10-12-21 ITB 21-099 Agenda Docs (18415 : ITB 21-099 Contract Mowing along the Suncoast Parkway Trail from US98 to SR44; AB5

IX. Payments

- Payments for services rendered will be made monthly for the previous month provided we receive the invoice by the 10th of that month, i.e. payment for services rendered in June will be processed and paid in July provided we receive the invoice by July 10.
- Invoices must state the location(s) mowed and the date(s) mowed.
- Contractor will be paid on a per cut/per site basis, based on the per cut prices established on the Bid Form. Contractor will only be paid for actual cuts.
- No payments will be made in advance
- Contractor can only invoice for work completed. Locations will be inspected prior to approval of payment. Submitting an invoice for incomplete work or for work not performed is grounds for termination of the contractor services.

X. General

- Cuts per year – Cuts will be as specified in Section VII of the Scope of Work - **Mowing Frequency.**
- Each site must be completely mowed, trimmed, edged and cleaned upon each visit to be considered a complete cut and qualify for payment.
- Contractor shall call Bob Glancy, Grounds Maintenance Manager at (352) 527-5761 to keep Grounds Maintenance informed of all cutting activities.
- It will be the contractor's responsibility to notify Grounds Maintenance when work has been completed, so inspections can be performed. The County will supply forms necessary for notification. Notification is to be faxed to (352) 527-7676 or emailed to ruth.young@citrusbocc.com and bob.glancy@citrusbocc.com at the end of each mowing day.
- Inspections will be completed by Grounds Maintenance staff to determine compliance with contract terms. If terms are not met, staff will contact the contractor and payment will be withheld until completion.

Attachment: 10-12-21 ITB 21-099 Agenda Docs (18415 : ITB 21-099 Contract Mowing along the Suncoast Parkway Trail from US98 to SR44; AB5

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	PB 21-133 Herbicides & Related Adjuvants, SFWMD RFB No. 6000001242
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

South Florida Water Management District (SFWMD) recently solicited and awarded seven different Vendors RFB 6000001242 for supply and delivery of herbicide and related adjuvant for various District locations set to expire on June 30, 2022.

Staff desires to piggyback the South Florida Water Management District Agreements awarded pursuant to RFB 6000001242 to Nutrien AG Solutions, Inc. (Agreement No. 4600004449), Helena Agri Enterprises, LLC (Agreement No. 4600004448), and Winfield Solutions LLC (Agreement No. 460004452) to allow staff to purchase herbicide's and related adjuvant from those Vendors.

County's previous Agreements for purchase of herbicide and related adjuvant expired June 30, 2021. Staff has received an Agreement executed by Winfield Solutions LLC and is in the process of obtaining Agreements from Nutrien AG Solutions, Inc. and Helena Agri Enterprises, LLC. Staff requests that the Board approve the Chairman's execution of Winfield Solutions, LLC. Agreement on October 12, 2021 and authorize the Chairman's execution of the remaining Agreements after they are received and approved by the County Administrator and County Attorney.

This Bid is used by various departments

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
6304-55207	Chemicals	$74,569	$30,206	$10,285	$$34,078

Aquatic Services-Chemicals

RECOMMENDED ACTION:

a. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Winfield Solutions, LLC, as attached to this Agenda.

b. Approve and Authorize the Chairman to execute the Agreements between Citrus County, Florida and Helena Agri Enterprises, LLC, and between Citrus County, Florida and Nutrien AG Solutions, Inc. upon receipt by staff and approval of County Administrator and County Attorney.

c. Approve related Resolution

Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS

AQUATIC SERVICES DIVISION

1300 S. Lecanto Highway

Lecanto, Florida 34461

(352) 527-7620 FAX (352) 527-7617

Citrus Springs/Dunnellon area - Toll Free (352) 489-2120

TTY Telephone – (352) 527-5312 or (352) 341-6580

www.bocc.citrus.fl.us

AS-2021-005

MEMORANDUM

TO: Linda Morse, Purchasing Manager, Office Management and Budget LM

THROUGH: Randall Olney, Director, Public Works RSO

FROM: Mark Edwards, Director, Aquatic Services ME.

DATE: July 6, 2021

RE: Piggyback SFWMD Herbicide Bid

Each year the South Florida Water Management District (SFWMD) bids out various herbicides to be used both in aquatics and upland management.

For the last several years, Aquatic Services has piggybacked the SFWMD bid to purchase aquatic herbicides. This bid expires June 30th of each year.

After review of the new SFWMD bid, it would be advantageous for us to piggyback the bid #6000001242, Various Herbicides & Related Adjuvants.

Additionally, it is my understanding that the bid allows other entities to piggyback and have given their approval. Therefore, I am requesting approval to utilize the SFWMD bid for purchasing herbicides and adjuvants. We anticipate purchasing from the following companies:

- Nutrien AG Solutions, Inc.
- Winfield
- Helena Agri Enterprises, LLC

Should you have any questions, please contact me at extension 7618.

F/Shared/DPW/Aquatics/Memos/2021/Piggy back Herbicide & Adjuvants

Attachment: PB 21-133 AGENDA 10-12-21 (18420 : PB 21-133 Herbicides & Related Adjuvants, SFWMD RFB No. 6000001242)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/2021

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

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

PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 CN102050298-LOL-GAW-19-22	**CONTACT NAME:** Marsh | U.S. Operations **PHONE (A/C, No, Ext):** 866-966-4664 **FAX (A/C, No):** 212-948-5382 **E-MAIL ADDRESS:** Minneapolis.CertRequest@marsh.com
INSURED Winfield Solutions, LLC 4001 Lexington Ave N Arden Hills, MN 55126	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CHI-008139344-20 **REVISION NUMBER:** 11

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 SIR $500,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			MWZY314396	01/01/2019	01/01/2022	EACH OCCURRENCE	$ 4,500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 4,500,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 10,000,000
								$
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB314398	01/01/2019	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			MWC31439421	01/01/2021	01/01/2022	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

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 as required by written contract or agreement with respect to general and auto liability. Waiver of subrogation is provided as required by written contract with respects to general liability, auto liability and workers' compensation, provided such contract was executed prior to the date of loss.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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Attachment: PB 21-133 AGENDA 10-12-21 (18420 : PB 21-133 Herbicides & Related Adjuvants, SFWMD RFB No. 6000001242)

AMBEST 2022 Winfield

Old Republic Insurance Company

AMB #: 000733 **NAIC #: 24147** **FEIN #: 250410420**

Domiciliary Address
631 Excel Drive Suite 200
Mt. Pleasant, Pennsylvania 15666United States

Web: www.oldrepublic.com
Phone: 724-834-5000
Fax: 724-834-8204

AM Best Rating Unit: AMB #: 002976 - Old Republic Insurance Companies
Based on AM Best's analysis, 058439 - Old Republic International Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	April 21, 2021
Initial Rating Date:	June 30, 1940

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	April 21, 2021
Initial Rating Date:	June 20, 2005

Attachment: PB 21-133 AGENDA 10-12-21 (18420 : PB 21-133 Herbicides & Related Adjuvants, SFWMD RFB No. 6000001242)

PURCHASE AGREEMENT

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

1.0 Parties:

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

and

Winfield Solutions, LLC., (Vendor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Vendor**:
Mark Edwards Citrus County Aquatics Director 1300 South Lecanto Highway Lecanto, Florida 34461 Phone:352-527-7620 Fax: 352-527-7617 Email: Mark.edwards@citrusbids.com	Dharmen Setaram Winfield Solutions, LLC. 2601 W. Orange Blossom Trail Apopka, Florida 32712 Phone: 407-670-4094 Fax: 561-234-8576 dsetaram@landolakes.com

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

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

6.0 Agreement Documents:

1. South Florida Water Management District-Price Agreement Award Notification No.4600004452
2. South Florida Water Management District-Request for Bid No. RFB 6000001242

7.0 Terms of Agreement and Commencement of Services: This Agreement shall begin on the date the Agreement is signed by County and shall be effective through June 30, 2022. If the Agreement between Vendor and South Florida Water Management District is terminated earlier than the expiration of the Agreement, then this Agreement shall automatically terminate on such date of termination. This Agreement between County and Vendor shall expire on the date that Vendor's Agreement with South Florida Water Management District expires, if not terminated earlier. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

Attachment: PB 21-133 AGENDA 10-12-21 (18420 : PB 21-133 Herbicides & Related Adjuvants, SFWMD RFB No. 6000001242)

8.0 Commodity Provided by Vendor: The Commodities to be provided by Vendor are listed on the SWFMD award notification Exhibit "A," attached hereto and made a part hereof. All purchases made by County shall be on an as-needed basis and County does not guarantee any volume of Commodity purchased during the term of this Agreement.

9.0 Payment of Payment Requests:

9.1 Payment Request: Requests for payment of the Commodities provided under the Agreement shall be submitted after shipment of such Commodities to County. No payment requests will be accepted by County for Commodities that are on back order. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Commodity 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. County reserves the right to require any information from Vendor that County deems necessary to substantiate claims for remuneration. Upon receipt of Vendor's payment request, County will review such to ensure that it is in proper order, and that the Commodities 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 Commodity covered under the payment request has not been received or does not satisfy this Agreement, the payment request may be rejected.

9.2 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.

9.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Vendor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

9.4 Resolution of Payment Request Disputes: In the event of a dispute between Vendor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Vendor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

9.5 Purchase Order: A purchase order will be issued to Vendor for each individual purchase of Commodities covered under this Agreement. Except under an "emergency request", Vendor shall not provide any Commodity to County until Vendor has received a purchase order from County. Vendor shall be permitted to accept an order to provide commodities under an emergency purchase without a purchase order; however such request from County must be transmitted to the Vendor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Vendor for such emergency requests.

9.6 ACH Enrollment: All Vendors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Vendor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

Attachment: PB 21-133 AGENDA 10-12-21 (18420 : PB 21-133 Herbicides & Related Adjuvants, SFWMD RFB No. 6000001242)

10.0 Insurance: During the term of the Agreement, Vendor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Vendor. Vendor shall provide County a certificate(s) of insurance, evidencing such coverage.

10.1 Minimum Insurance Requirements: Vendor shall procure and maintain for the duration of the Agreement contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees or sub-vendors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Vendor against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Vendor under this contract.

10.2 Commercial General Liability: Vendor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

10.3 Automobile Liability (if applicable): Vendor must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event the Vendor does not own vehicles, the Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

10.4 Workers Compensation and Employer's Liability: (While Vendor's Employee(s) are on County Premises)

10.4.1 Vendor must obtain Workers Compensation insurance with limits in compliance with applicable State and Federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.

10.4.2 For any officer of Vendor that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Vendor/employer/owner's employees. If Vendor/employer/owner or individual has applied for a workers' compensation exemption, County does not recognize this exemption to extend to the employees of the Vendor/employer/owner.

10.4.3 The purpose of this section is to ensure that all Vendors, sub-vendors, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide Workers Compensation coverage for all employees, and principles of vendors, sub-vendors, sole proprietors, or other business entities. All provisions of this section shall be construed in accord with this intent.

10.5 Other Insurance Provisions:

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

10.5.2 The proposal number should be noted on the certificate.

10.5.3 Vendor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty,

Attachment: PB 21-133 AGENDA 10-12-21 (18420 : PB 21-133 Herbicides & Related Adjuvants, SFWMD RFB No. 6000001242)

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, Vendor shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

10.5.4 All required insurance policies must be maintained until Vendor's work under this Agreement has been accepted by County.

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

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

10.5.7 For all policies of insurance: Vendor and its insurance carrier waive all subrogation rights against County for all losses or damages that occur during the term of the Agreement and for any events occurring during the Agreement period, whether the suit is brought during the Agreement period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

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

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

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

10.5.11 All Certificates must show that Vendor's policies have been endorsed per the requirements.

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

11.0 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

Attachment: PB 21-133 AGENDA 10-12-21 (18420 : PB 21-133 Herbicides & Related Adjuvants, SFWMD RFB No. 6000001242)

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.

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

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

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Attachment: PB 21-133 AGENDA 10-12-21 (18420 : PB 21-133 Herbicides & Related Adjuvants, SFWMD RFB No. 6000001242)

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

Gloria Ramos
Signature of Witness (1)

Gloria Ramos
Printed Name of Witness (1)

Signature of Witness (2)

Nilka Sosa
Printed Name of Witness (2)

WINFIELD SOLUTIONS, LLC.

BY: _____
DHARMEN SETARAM, AQUATIC & VM SALES FL.

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 3 day of August, 2021, by Dharmen Setaram as Florida AVM Sales Representative who is ☐ personally known to me or ☑ who produced Photo ID as identification.

Witness my hand and official seal this 3 day of August, 2021.

Official use only

Nathan S Flashman
NOTARY PUBLIC Signature
Printed Name: Nathan S Flashman
Commission No.: GG944349
Expiration Date: 2-1-2024

SEAL

Notary Public State of Florida
Nathan S. Flashman
My Commission GG 944349
Expires 02/01/2024

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

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

Attachment: PB 21-133 AGENDA 10-12-21 (18420 : PB 21-133 Herbicides & Related Adjuvants, SFWMD RFB No. 6000001242)

EXHIBIT "A"

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

PRICE AGREEMENT AWARD NOTIFICATION

TO: Winfield Solutions LLC
2601 W. Orange Blossom Trail
Apopka, FL 32712

DATE: July 1, 2021

VENDOR NUMBER: 118011

AGREEMENT NUMBER: 4600004452

BID/QUOTE NUMBER: 6000001242

Title: Herbicides, Adjuvants and Algaecides

District Contact: Kari Hansen
Telephone: (561) 682-6757
Fax: (561) 682-5992
Email: AHansen@sfwmd.gov

Agreement Period: 07/01/2021 thru 06/30/2022

Vendor Contact: Dharmen Setaram
Telephone: (407) 670-4094
Fax: (651) 234-8576
Email: dsetaram@landolakes.com

Delivery: 7 Days
FOB Destination

SPECIAL INSTRUCTIONS: When indicated, please give a notice of delivery telephone call to the delivery site staff.

COMMODITIES

Item	Material	Description	Unit	Unit Price
1	103356	HERB,AQUASTRIKE,2.5GAL	GAL	62.90
2	100048	HERB,ENDOTHALL,2.5GAL	GAL	78.50
3	100049	HERB,ENDOTHALL,30GAL	GAL	78.50
4	100069	HERB,ENDOTHALL,20LB	LB	20.25
5	105001	HERB,GALLEON SC,1QT	QT	605.12
6	100046	ADJ,POLYMER,2.5GAL	GAL	26.64
7	103872	ADJ,BREEZE,2.5GAL	GAL	20.99

NOTE: This is a notification of award only. Quantity/dollar limits are based on estimates. This notification and any subsequent release order are subject to the terms and conditions of the above referenced bid/quote and District Purchase Order

Attachment: PB 21-133 AGENDA 10-12-21 (18420 : PB 21-133 Herbicides & Related Adjuvants, SFWMD RFB No. 6000001242)

RESOLUTION NO. 2021-

A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS FOR PURCHASE OF HERBICIDES AND RELATED ADJUVANTS AND AUTHORIZING THE SIGNATORIES FOR SUCH INSTRUMENTS.

WHEREAS, Citrus County, Florida, is a political subdivision of the State of Florida, a unit of general-purpose government duly authorized to conduct business under Chapter 125, Florida Statutes; and

WHEREAS, County desires to piggyback the South Florida Water Management District (SFWMD) RFB No. 6000001242 in which six Vendors have been awarded for the purchase and delivery of herbicides and related adjuvants; and

WHEREAS, County staff has reviewed SFWMD Price Agreement Award Notifications and desire to award contracts to three of the six Vendors; and

WHEREAS, County has determined that it is in the best interest of the population of Citrus County, which it serves, to contract with Nutrien AG Solutions, Inc. (Agreement No. 4600004449), Helena Agri Enterprises, LLC (Agreement No. 4600004448), and Winfield Solutions LLC (Agreement No. 4600004452), for the purchase of herbicides and related adjuvants; and

WHEREAS, the Governing Board employs, or will employ, a sufficient number of staff who are qualified by education and experience to fully and faithfully execute all the duties and responsibilities assumed by the Governing Board in relation to the review of the Agreements and performance of same,

NOW, THEREFORE, BE IT RESOLVED by Citrus County, Florida, a political subdivision of the State of Florida, that:

1. The Chairman or 1st Vice Chairman, respectively, is authorized to execute the Agreement between County and Winfield Solutions LLC.

2. The Chairman or 1st Chairman, respectively, is authorized to execute the Agreements between County and Helena Agri Enterprises, LLC and County and Nutrien AG Solutions, Inc. upon receipt by staff and review by the County Administrator and the Citrus County Attorney.

ADOPTED**,** in regular session this 12th day of October 2021, by the Citrus County Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ANGELA VICK, CLERK

SCOTT CARNAHAN, CHAIRMAN

Attachment: Resolution Final 10-12-21 (18420 : PB 21-133 Herbicides & Related Adjuvants, SFWMD RFB No. 6000001242)

APPROVED FOR THE RELIANCE
OF CITRUS COUNTY, FLORIDA
ONLY:

DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: Resolution Final 10-12-21 (18420 : PB 21-133 Herbicides & Related Adjuvants, SFWMD RFB No. 60000001242)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	BW 19-002 Amendment No. 2; Transportation of Off-Site Soil Material for Landfill; SMG Inc.
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

On November 27, 2018, Board awarded BW 19-002 Transportation of Off-Site Soil Material for Landfill to Sean M. Gerrits, Inc., dba SMG Inc. for two years with an option to renew for three additional one-year renewal periods.

Staff desires to renew the Agreement for the second one-year period at the same price and conditions.

No Cost difference associated with the Amendment.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
5212-53400	Other Contra	$344,067	$281,769	$31,132	$31,165

Landfill-Other Contractual

*PO has already been encumbered for the remainder of FY 20/21 Budget.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute Amendment No. 2 to the Agreement between Citrus County, Florida and Sean Gerrits, Inc, dba SMG, Inc to provide the Off-Site Soil Loading and Transport Services for Landfill Cover Material at no increase in cost.

Board of County Commissioners
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE MANAGEMENT DIVISION

MEMORANDUM

Date: September 8, 2021
To: Linda Morse, Purchasing and Contract Manager
Through: Randall Olney, PE, Director, Department of Public Works RSO
From: Henry C Norris Jr, Director, Solid Waste Division
Subject: BW 19-002 Recommendation of Continuation of Contract

Citrus County is currently under contract with Sean M. Gerrits, Inc. dba SMG, Inc., for the transportation of off-site soil services for Landfill cover material. This contract was renewed last year for an additional one-year period and allows for a total of three, one year period renewals. (section 7) This would be the second of three renewals, with one, one year period renewal remaining.

Staff recommends the continuation of the contract to Sean M. Gerrits, Inc. dba SMG, Inc., to the next renewal date of November 26, 2022.

If you have any questions, please do not hesitate to contact me.

Thank you.

Attachment: BW 19-002 Agenda 10-12-21 (18397 : BW 19-002 Amendment No. 2; Transportation of Off-Site Soil Material for Landfill; SMG Inc.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2020

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	CONTACT NAME: Sandra Perryman	
Brown & Brown of Florida, Inc. 1720 SE 16th Avenue, Suite 301 Ocala FL 34471	PHONE (A/C, No, Ext): (352) 732-5010	FAX (A/C, No): (352) 732-5344
	E-MAIL ADDRESS: Sandra.perryman@bbocala.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Southern-Owners Insurance Company	10190
INSURER B :	Clear Blue Insurance Company	28860
INSURER C :	Lloyd's	19862
INSURER D :	XL Specialty Insurance Company	37885
INSURER E :		
INSURER F :		

INSURED: Sean M Gerrits, Inc. DBA SMG INC, P.O. Box 581, Crystal River FL 34423-0581

COVERAGES **CERTIFICATE NUMBER:** 20-21 **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 [ ] PRO-JECT [ ] LOC [ ] OTHER			78039474	11/01/2020	11/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] No Fault $10,000			AQ1YFL00127001	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			SCT1144220	11/01/2020	11/01/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
	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	$ $ $
D	Transporting Property of Others			UM00070764MA20A	11/01/2020	11/01/2021	Limit Deductible	$50,000 $1,000

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

Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are included as an Additional Insured for General Liability (including Ongoing and Completed Operations) per form 55373 when required by written contract and additional insured on the Auto policy. This insurance shall be Primary and Non-Contributory to any other insurance available to or maintained by Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers. A Waiver of Subrogation applies in favor of Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers with respects to the General Liability & Auto policy when required by written contract. The Excess Policy is follow form over the General Liability, Automobile Liability and Workers Compensation policies. The policies have been endorsed to provide the Certificate Holder 30 Days Earlier Notice of Cancellation and 10 Days Notice of Cancellation for nonpayment of premium.

CERTIFICATE HOLDER

Citrus County, Florida, a political subdivision of the State of Florida
3600 W. Sovereign Pass
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: BW 19-002 Agenda 10-12-21 (18397 : BW 19-002 Amendment No. 2; Transportation of Off-Site Soil Material for Landfill; SMG Inc.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/11/2021

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

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

PRODUCER SIHLE INSURANCE GROUP, INC. P. O. BOX 160398 ALTAMONTE SPRINGS FL 32716	CONTACT NAME: Sihle Certificate Department PHONE (A/C, No, Ext): 407-869-0962 FAX (A/C, No): 407-774-0936 E-MAIL ADDRESS: certificates@sihle.com
INSURED SMGINC0-01 Sean M. Gerrits, Inc. d/b/a S.M.G., Inc. PO Box 581 Crystal River FL 34423	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Interstate Insurance — 31895 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 819966203 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) N / A If yes, describe under DESCRIPTION OF OPERATIONS below			AVWCFL2967292021	3/1/2021	3/1/2022	X PER STATUTE ☐ OTH-ER	
							E L EACH ACCIDENT	$ 1,000,000
							E L DISEASE - EA EMPLOYEE	$ 1,000,000
							E L DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
A Waiver of Subrogation applies in favor of Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers with respects to the Workers Compensation policy when required by written contract.

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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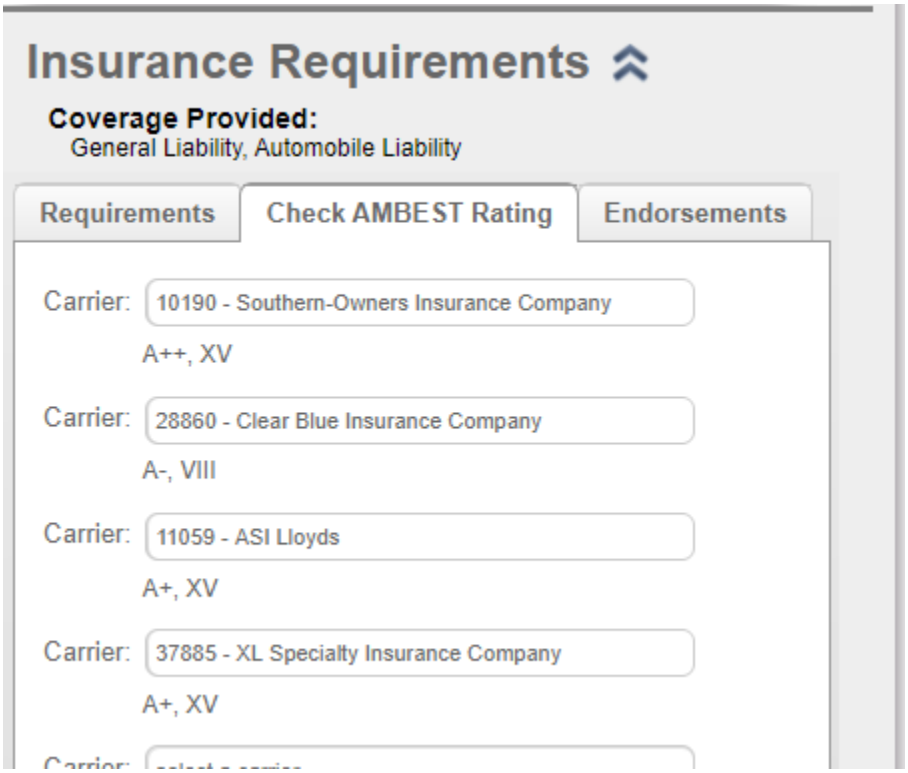
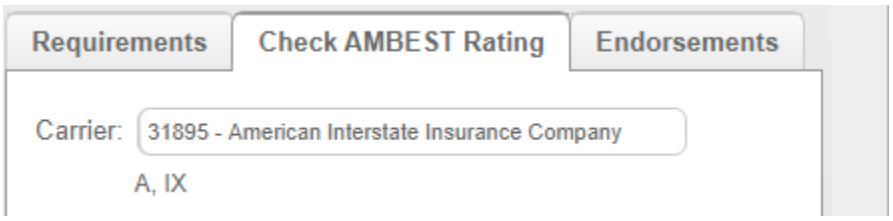
Attachment: BW 19-002 Agenda 10-12-21 (18397 : BW 19-002 Amendment No. 2; Transportation of Off-Site Soil Material for Landfill; SMG Inc.)

AMBEST 2021





Attachment: BW 19-002 Agenda 10-12-21 (18397 : BW 19-002 Amendment No. 2; Transportation of Off-Site Soil Material for Landfill; SMG Inc.)

Amendment No. 2 to Agreement

BW 19-002

Transportation of Off-Site Soil Material for Landfill

THIS AMENDMENT is made and entered into by and between Sean M. Gerrits, Inc. dba SMG, 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 27, 2018 County and Contractor entered into an Agreement to provide loading and hauling of Off-Site Soil Material to the Landfill for a term of two (2) years with an option to renew for three (3) additional one (1) year periods; and

WHEREAS, On October 27, 2020 County and Contractor entered into Amendment 1 to the Agreement extending the Agreement to November 26, 2021; and

WHEREAS, County and Contractor desire to amend the Agreement to exercise the second renewal option, extending the duration of the Agreement to November 26, 2022; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to November 26, 2022.

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.

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Attachment: BW 19-002 Agenda 10-12-21 (18397 : BW 19-002 Amendment No. 2; Transportation of Off-Site Soil Material for Landfill; SMG Inc.)

IN WITNESS WHEREOF, this Amendment No. 2 to Agreement is accepted by the parties as of the date noted below.

SEAN M. GERRITS, INC.DBA SMG, INC.

James York
Signature of Witness (1)

James York
Printed Name of Witness (1)

Theresa Wellert
Signature of Witness (2)

Theresa Wellert
Printed Name of Witness (2)

BY: _____
SEAN M. GERRITS, OWNER

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 13th day of September, 2021, by Sean Gerrits as President who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 13th day of September, 2021.

Official use only

Justin E. Lockhart
NOTARY PUBLIC Signature
Printed Name: _____
Commission No.: _____
Expiration Date: _____

SEAL

Justin E. Lockhart
Notary Public
State of Florida
Comm# HH131713
Expires 5/20/2025

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

ATTEST:

_____
ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

Attachment: BW 19-002 Agenda 10-12-21 (18397 : BW 19-002 Amendment No. 2; Transportation of Off-Site Soil Material for Landfill; SMG Inc.)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Transfers
AGENDA DATE:	**October 12, 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.

Visitors & Convention Bureau - Allocate funds to cover unanticipated shortfalls in various accounts.

Fire Hazardous Materials- Allocate funds into the proper account to be in compliance with the State of Florida, Uniform Chart of Accounts.

Solid Waste - Allocate funds to cover higher than anticipated repair costs for the Kubota units.

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 Visitors & Convention Bureau, Fire Hazardous Materials and Solid Waste for fiscal year 2020-21.

Citrus County Board of County Commissioners
Budget Transfer Form

04

September 13, 2021	160	Tourism
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Visitors & Convention Bureau

Department Number	Account Number	From Amount	To Amount	Account Title
2122	54800	2,809		Promotional Activities
2122	52400		150	Workers' Compensation
2122	53416		800	Software as a Service
2122	55205		1,011	Uniforms
2122	55275		848	Computer Software

Detailed Reason for Transfer:

Transfer $2,809.00 from 54800 (Promotional Activites) to multiple acconts including 52400 (Workers' Compensation) for the amount of $150.00, 53416 (Software as a Service) for the amount of $800.00, 55205 (Uniforms) for the amount of $1,011 and 55275 (Computer Software) for the amount of $848.00 to cover budgets exceeded.

Division Approval: [signature] Date: 9-13-2

Department/Office Approval: Date:

Management & Budget Approval: cpratt Date: 9.15.202

Board Approval:

Attachment: BT101221 (18422 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

OY

September 9, 2021	100F	2020 Hazardous Materials
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: _____

Department Number	Account Number	From Amount	To Amount	Account Title
5804F	53100	2,116		Professional Services
5804F	51200		2,116	Regular Salaries & Wages

Detailed Reason for Transfer:

This budget transfer will re-allocate funds to salaries for hazardous material inspections.

Division Approval: *Prepared by Management & Budget* Date: 09/09/2021

Department/Office Approval: *Prepared by Management & Budget* Date: 09/09/2021

Management & Budget Approval: Upcott Date: 9.10.202

Board Approval:

Attachment: BT101221 (18422 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

September 15, 2021	401	Litter/Recycling
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Public Works/Solid Waste Management

Department Number	Account Number	From Amount	To Amount	Account Title
5218	53400	15,000		Other Contractual Services
5217	54603		15,000	Vehicle Maintenance

Detailed Reason for Transfer:

These reallocated funds are needed to cover higher than expected repair cost of the two Litter Dept. Kubota units and to cover August & September 2021 expenses.

Division Approval: Date: 9/16/21

Department/Office Approval: Date: 9/21/21

Management & Budget Approval: Date: 9-22-202

Board Approval:

Attachment: BT101221 (18422 : Budget Transfers)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Resolution
AGENDA DATE:	**October 12, 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 - Pine Ridge Road Maintenance fund and the General fund budgets for fiscal year 2020-21.

Adopt - Withlacoochee Regional Water Supply Authority (WRWSA), Inverness Airport Obstruction Clearing and Aquatics Plant Control grant budgets for fiscal year 2021-22.

BUDGET IMPACT/FUNDING SOURCE:

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

As detailed on budget resolutions attached.

RECOMMENDED ACTION:

a. Adopt and authorize the Chairman to execute a resolution amending Pine Ridge Road Maintenance fund and the General Fund budgets for fiscal year 2020-21.

b. Adopt and authorize the Chairman to execute a resolution adopting Withlacoochee Regional Water Supply Authority, Inverness Airport Obstruction Clearing and Aquatics Plant Control grant budgets for fiscal year 2021-22.

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 12th day of October 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: 10-12-21OYres (18421 : 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: October 12, 2021 - OY

SUBJECT: Budget Amendment

The attached budget amendment appropriates funding necessary for the following:

1. Adopt the Pine Ridge Road Maintenance fund recognizing cash carry forward funds to offset maintenance activities within the community.

2. Amend the General Fund recognizing the anticipated higher than projected Sales Tax and Revenue Sharing revenues to offset some of the transitional expenses to transfer Emergency Medical Services to the County.

Attachment: 10-12-21OYres (18421 : Budget Resolution)

Exhibit A

103 PINE RIDGE RD MAINTENANCE

Amendment #		Account Number	Account Description	Amount
Y-1	*Revenues*	103-400200	CASH CARRY FORWARD	$11,178
Y-1		103-361200	MONEY MKT & LGIP INTEREST	$16
			Total Revenues	$11,194
Y-1	*Expenditures*	103-4106-59100	TRANSFERS	$11,194
			Total Expenditures	$11,194

001 GENERAL FUND

Amendment #		Account Number	Account Description	Amount
Y-2	*Revenues*	001-335120	STATE REVENUE SHARING	$653,165
Y-2		001-335180	SALES TAX	$888,788
			Total Revenues	$1,541,953
Y-2	*Expenditures*	001-9999-59100	TRANSFERS	$1,541,953
			Total Expenditures	$1,541,953

480 EMERGENCY MEDICAL SERVICE

Amendment #		Account Number	Account Description	Amount
Y-2	*Revenues*	480-381001	TRANSFER - GENERAL FUND	$1,541,953
			Total Revenues	$1,541,953
Y-2	*Expenditures*	480-4180-54605	EQUIPMENT MAINTENANCE	$91,800
		480-4180-54615	SOFTWARE MAINT/SUPPORT	$285
		480-4180-55120	OFFICE/NON-CAP EQUIPMENT	$165,786
		480-4180-55205	UNIFORMS	$4,720
		480-4180-55270	COMPUTER ACCESSORIES	$22,093
		480-4180-55275	COMPUTER SOFTWARE	$28,050
		480-4180-55280	MEDICAL SUPPLIES	$22,616
		480-4180-55400	DUES BKS SUBSCR MEM PUBL	$1,775
		480-4180-56400	MACHINERY & EQUIPMENT	$1,204,828
			Total Expenditures	$1,541,953

Attachment: 10-12-21OYres (18421 : Budget Resolution)

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 12th day of October 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: 10-12-21NYres (18421 : 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: October 12, 2021 - NY

SUBJECT: Budget Amendment

The attached budget amendment appropriates funding necessary for the following:

1. Adopt the Withlacoochee Regional Water Supply Authority grant budget, which provides funds for water conservation programs that reduce demands on water resources within the Citrus County Utilities Service areas.

2. Adopt the Federal Aviation Award (FAA) Airport Improvement Program grant budget providing funds for the Obstruction Clearing at the Inverness Airport.

3. Adopt the Aquatic Plant Control grant budget by the Florida Fish and Wildlife Conservation Commission executed Task Assignment IP10 project; the Citrus County Board of County Commissioners fiscal year ended on September 30, 2021, therefore proper budgeting procedures require that these grants be re-appropriated for fiscal year 2021-22.

Attachment: 10-12-21NYres (18421 : Budget Resolution)

Exhibit A

450W WRWSA WTR CONSERV GRANT

Amendment #		Account Number	Account Description	Amount
Y-1	Revenues	450W-337320	WRWSA LOCAL GRANT	$44,250
Y-1		450W-381000	INTERFUND TRANSFERS	$44,250
			Total Revenues	$88,500
Y-1	Expenditures	450W-9000W-54800	PROMOTIONAL ACTIVITIES	$88,500
			Total Expenditures	$88,500

072E INV AIRPORT OBST CLEARING

Amendment #		Account Number	Account Description	Amount
Y-2	Revenues	072E-331410	FEDERAL AVIATION GRANT	$96,522
			Total Revenues	$96,522
Y-2	Expenditures	072E-5780E-53100	PROFESSIONAL SERVICES	$94,630
		072E-5780E-59100	TRANSFERS	$1,892
			Total Expenditures	$96,522

150V AQUATIC PLANT CONTROL

Amendment #		Account Number	Account Description	Amount
Y-3	Revenues	150V-343700	AQUATIC PLANT CONTROL	$792,526
			Total Revenues	$792,526
Y-3	Expenditures	150V-6304V-51200	REGULAR SALARIES & WAGES	$69,445
		150V-6304V-52100	FICA TAXES	$4,544
		150V-6304V-52200	RETIREMENT CONTRIBUTIONS	$5,244
		150V-6304V-52300	LIFE & HEALTH INSURANCE	$17,832
		150V-6304V-52400	WORKERS' COMPENSATION	$23,434
		150V-6304V-53400	OTHER CONTRACTUAL SERV	$545,474
		150V-6304V-54000	TRAVEL & PER DIEM	$403
		150V-6304V-54921	ADVERTISING	$912
		150V-6304V-55205	UNIFORMS	$1,516
		150V-6304V-59100	TRANSFERS	$123,722
			Total Expenditures	$792,526

Attachment: 10-12-21NYres (18421 : Budget Resolution)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Workers Compensation Settlement - Claim #790097
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

Claimant was injured on February 25, 2016 when he slipped and was injured. Claimant has had multiple surgeries. He has been treated with pain management and physical therapy. Mediation had been scheduled several times with no result of settlement; however, a private mediation took place on July 29, 2021 and after much negotiation, settlement was not achieved but Claimant was willing to continue negotiations.

After discussions with our Excess Workers Compensation carrier and Claimants counsel, the County was able to negotiate a settlement, inclusive of all attorney's fees and costs through the date of settlement, including an MSA (medicare set aside) in the amount of $129,797, and a Final Order by the State of Florida of Child Support in the amount of $21,870.43, pending the Board's approval. The final settlement was approved by our excess carrier and the final amount of $375,000 will be reimbursed by our excess carrier to Citrus County within sixty days from disbursement once all costs have been paid as of the settlement date of September 17, 2021.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
8100-52400	WC Benefits	$650,000	$0	$0	$650,000

*These funds to be paid are Excess Workers Compensation funds and will be reimbursed to the County within sixty (60) days of full settlement and expenses paid.

RECOMMENDED ACTION:

Authorize the Chairman to execute the Separation Agreement and General Release between Citrus County, Florida and Jeffrey Reagan as full and final settlement of any and all claims against Citrus County, Florida, inclusive of the MSA and inclusive of the Final Order of Child Support and all attorney fees due and owing, per Florida Statutes Chapter 440, in the total amount of $375,000.

SEPARATION AGREEMENT, WAIVER AND RELEASE

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, and its subsidiaries, affiliates, parent companies, and their directors, officers, successors, assigns, transferees, employees, representatives, and agents, both current and former, and both individually and collectively (all hereinafter referred to as "EMPLOYER") and JEFFREY REAGAN and his heirs, assigns, executors and administrators, (hereinafter collectively referred to as "EMPLOYEE") enter into this Separation Agreement, Waiver and Release (hereinafter "Agreement") effective the date on which the Stipulation pertaining to the settlement of EMPLOYEE'S workers' compensation claim arising out of his February 25, 2016 accident is approved by a Judge of Compensation Claims.

WHEREAS, EMPLOYEE desires to separate voluntarily from his position with EMPLOYER, and EMPLOYER and EMPLOYEE desire otherwise to end amicably any relationship between them, and EMPLOYEE wishes to waive all claims he may have arising from EMPLOYEE'S employment, the parties agree as follows:

1. Under the terms set forth in this Agreement, and in consideration of EMPLOYEE'S commitments set forth below, EMPLOYER shall provide EMPLOYEE with the following benefits to which EMPLOYEE is not otherwise entitled:

(a) Any and all monies payable to the EMPLOYEE under this Separation Agreement, Waiver and Release have been included in the EMPLOYEE'S lump sum settlement of EMPLOYEE'S workers' compensation claim arising out of his February 25, 2016 accident.

2. EMPLOYEE acknowledges that the foregoing benefits are good and adequate consideration for each of the commitments and agreements he makes in Paragraph 2 and its sub-parts below. EMPLOYEE agrees that the consideration is sufficient as to each commitment and agreement in Paragraph 2 without the foregoing benefits being specifically allocated.

In consideration of the foregoing benefits, EMPLOYEE:

Attachment: Separation Agreement, Waiver and Release (18416 : Workers Compensation Settlement - Claim #790097)

(a) Shall separate his employment with EMPLOYER voluntarily effective the date on which the Stipulation pertaining to the settlement of his workers' compensation claim arising out of his 2/25/2016 accident is approved by a Judge of Compensation Claims and refrain from seeking re-employment with EMPLOYER including refraining from any volunteer position;

(b) Shall refrain from suing EMPLOYER, or authorizing any complaint or suit against EMPLOYER, on his behalf, except in the event of a breach of this Agreement;

(c) EMPLOYEE does not and will not seek reinstatement, future employment or return to active employment status at EMPLOYER and further acknowledges that he has no right to such reinstatement, future employment or return to active status including any volunteer position;

(d) Waives, and releases and forever discharges EMPLOYER from all claims, rights, and causes of action in law or in equity, of any kind whatsoever, which he has or may have against EMPLOYER as of this date are now known or later discovered. The claims, rights, and causes of action covered by this waiver and release include, but are expressly not limited to, any claim, right, or cause of action based on any federal, state or local law, constitution, statute or ordinance, including without limitation, Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Acts of 1866 and 1871; the Equal Pay Act of 1963, as amended; the Fair Labor Standards Act of 1938, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Rehabilitation Act of 1973, as amended; the Americans With Disabilities Act of 1990, as amended; the Employee Retirement Income Security Act of 1974, as amended; the Comprehensive Omnibus Budget Reconciliation Act of 1985, as amended; the Older Workers Benefit Protection Act; the Occupational Safety and Health Act of 1970, as amended; the National Labor Relations Act of 1935, as amended (including the Labor Management Relations Act of 1947, as amended); the Family and Medical Leave Act of 1993, as amended; the Florida Civil Rights Act of 1992, as amended; Fla. Stat. §§ 112.3187, 440.15, 440.205, 442.018 and 448.102; Fla. Stat. Ch. 447; and any other claim, right, or cause of action founded in tort (including negligence), contract, public policy, estoppel or any other common law or equitable basis of action, except those which may not lawfully be waived.

3. By signing this Agreement, the EMPLOYEE states that he is waiving and releasing all claims against EMPLOYER he may have based on his age. The EMPLOYEE also waives all claims he has against EMPLOYER under any other employment statute, regulation or rule.

4. The EMPLOYEE is being given the consideration specified in this Agreement in exchange for the general release and his agreement not to file a claim of age discrimination. This money is in addition to anything of value to which he is already entitled.

Attachment: Separation Agreement, Waiver and Release (18416 : Workers Compensation Settlement - Claim #790097)

5. The EMPLOYEE understands that a copy of this Agreement was given to his attorney, JOSEPH M. ROOTH, Esquire. The EMPLOYEE had an opportunity to consult with his attorney; or any other advisor(s) of his choosing before signing it. The EMPLOYEE acknowledges that he is entitled to consider signing this Agreement for twenty-one (21) days and, if he signs it, to revoke it for a period of seven (7) days thereafter. The EMPLOYEE has decided to sign this Agreement before the twenty-one (21) day period expires and understands that he is foregoing his right to wait twenty-one (21) days.

6. CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, and JEFFREY REAGAN (The EMPLOYEE) shall not directly or indirectly disclose or cause to be disclosed, any information whatsoever regarding the terms of this Agreement to anyone except to each party's immediate family members, accountants, legal or tax advisors, or as required by law. This Agreement shall not be used as evidence in any proceeding, except a proceeding to enforce the terms of this Agreement.

7. A breach of any of EMPLOYEE'S obligations set forth in this Agreement would irreparably harm EMPLOYER, and no adequate remedy of law exists. Such a breach shall be considered material, entitling EMPLOYER to money damages and other appropriate relief, including costs and reasonable attorney's fees, and an injunction to restrain any further breach of this Agreement.

8. This Agreement does not constitute an admission by EMPLOYER of any liability or wrongdoing, but it is intended to resolve in good faith any existing or potential disputes or claims arising out of EMPLOYEE'S relationship with and/or separation from EMPLOYER.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If any provision of this Agreement is held invalid, all the remaining provisions of this Agreement shall continue unabated and in full force and effect.

Attachment: Separation Agreement, Waiver and Release (18416 : Workers Compensation Settlement - Claim #790097)

10. If any portion of this agreement is found to be unenforceable, the remaining portions of this agreement shall nonetheless be enforceable.

11. By signing this Agreement, EMPLOYEE acknowledges that he has:

(a) Been advised to review this Agreement with counsel of his choice;

(b) Been given a reasonable period of time in which to consider signing this Agreement;

(c) Read and understands this Agreement;

(d) Signed this Agreement freely and voluntarily; and

(e) Not relied on any representation or statement made by EMPLOYER or any of EMPLOYER'S agents or employees, except those set forth in this Agreement.

IN WITNESS WHEREOF, CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, by its authorized representative, and JEFFREY REAGAN have executed this Agreement below.

CITRUS COUNTY, FLORIDA

_____
SCOTT CARNAHAN, CHAIRMAN

_____
Witness as to Employer

Print: _____

Print: _____

Date: _____

CAUTION: READ BEFORE SIGNING

Becky J Maxey
_____
Witness as to Employee

Print: 9/27/21

JEFFREY REAGAN, EMPLOYEE

Date: 9/27/21

Attachment: Separation Agreement, Waiver and Release (18416 : Workers Compensation Settlement - Claim #790097)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	City of Inverness Interlocal Agreement Concerning Extraterritorial Water and Wastewater Service
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

In order to provide water and wastewater utility services to the unincorporated areas of Citrus County that are adjacent to the City of Inverness in an efficient manner, and to minimize duplication of services between the City of Inverness and the Citrus County Department of Water Resources, an interlocal agreement defining the boundaries of each utility provider's service territory has been drafted. The agreement was approved by the City of Inverness City Council at their regular meeting of September 7, 2021.

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 Interlocal Agreement Concerning Extraterritorial Water And Wastewater Service between Citrus County and the City of Inverness and authorize the Clerk to record the Agreement in the Public Records of Citrus County, Florida.

INTERLOCAL AGREEMENT CONCERNING EXTRATERRITORIAL WATER AND WASTEWATER SERVICE

THIS AGREEMENT, entered into this ____ day of _____, 2021, by and between the CITY OF INVERNESS, a Florida municipal corporation ("CITY"), and CITRUS COUNTY, Florida, a political subdivision of the State of Florida ("COUNTY").

WHEREAS:

A. CITY is a municipal corporation organized under the laws of the State of Florida which owns, operates, and maintains a municipal public wastewater collection and treatment system and a potable water supply and distribution system.

B. COUNTY owns, operates and maintains a public wastewater[1] collection and treatment system and a potable water supply and distribution system, separate from the CITY systems, which serves portions of the unincorporated areas of Citrus County.

C. The parties desire to expand CITY utility services to certain areas of the unincorporated areas of the County in order to protect the health, welfare and sanitary needs of its citizenry and to discourage the proliferation of septic tank systems in environmentally sensitive areas.

D. CITY has the current capacity to serve certain designated areas in the unincorporated areas of Citrus County, Florida, with potable water supply and wastewater collection and treatment, subject to the guidelines and limitations set forth herein.

E. Pursuant to Chapter 163, Part I, Laws of Florida, CITY and COUNTY desire to provide for cooperation between local governments to engage in joint efforts to provide for the welfare of its citizenry and to eliminate duplication of public services by providing efficient public utility systems.

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

1. CITY agrees to focus its utility expansion efforts on areas outside of the incorporated CITY limits and shall make a good faith effort to provide wastewater collection and treatment and potable water supply services within the Service Area boundary set forth and described in **Exhibit A** attached hereto and incorporated herein by reference ("Service Area"). COUNTY hereby consents to CITY's provision of such services within the Service Area.

2. The CITY shall be entitled to enter into contracts with third parties, including but not limited to developers, to extend CITY's water distribution or wastewater collection systems within the Service Area. COUNTY shall be informed of all such contractual commitments of CITY with such third parties. COUNTY shall be entitled to inspect any such construction projects, and nothing herein is intended to supplant COUNTY'S jurisdiction in this regard.

3. CITY does hereby agree to be legally obligated within the meaning of Section 170.01, Florida Statutes, to serve portions of the Service Area located within reasonable proximity to CITY

[1] The terms "wastewater" and "sewer" are used interchangeably throughout this Agreement and are intended to have the same meaning.

Attachment: cc and invern (18399 : City of Inverness Interlocal Agreement Concerning Extraterritorial Water and Wastewater Service)

facilities such that CITY has the capacity and ability to promptly furnish such service when the majority of property owners within such area petition for service.

4. For areas within the Service Area where CITY desires to extend water or wastewater services but where such extension can only be accomplished through special assessment, CITY shall conduct such assessment program. It is the intent of the parties that CITY may proceed with special assessment(s) for water and sewer improvements within the unincorporated portion of the Service Area pursuant to the powers granted to it in Section 170.01, Florida Statutes, and for purposes of this Agreement shall be considered legally bound to provide water and sewer service within the Service Area. Said assessment shall proceed on the following basis:

   a. CITY shall conduct all activities necessary to implement its assessment process including any public information meetings, petitions, public hearings, etc.

   b. COUNTY agrees that CITY'S rules, regulations and ordinances shall be applicable within the Service Area for those customers or systems connected to CITY'S system, provided, CITY'S rules, regulations and ordinances are applied consistent throughout CITY'S Service Area and there is no discrimination between CITY residents and unincorporated area residents except as provided in subparagraph C & D below.

   c. The CITY is authorized to charge up to 125% of CITY'S regular connection fee with that portion of the fee in excess of 100% to cover engineering and construction costs associated with providing service to the Service Area outside of CITY'S corporate limits.

   d. CITY is authorized to charge up to 125% of CITY'S regular monthly service fee to customers in the Service Area without regard to location within the Service Area.

5. CITY herein agrees and commits to continue water and wastewater utility services once such services have been initiated to the public and will do no act that prevents or disrupts such continuous service except in case of customer non-payment or violation of CITY'S ordinances, rules or regulations.

6. It is understood by the parties that the CITY shall not be obligated to expend any funds to either subsidize or finance any such extension of water or sewer lines. CITY shall have discretion to determine whether an extension of water or sewer services to a specific portion of the Service Area is appropriate based on factors including, but not limited to, existing capacity, proximity of existing facilities, funding, and CITY's ability to promptly furnish such service.

7. COUNTY has enacted mandatory connection ordinances for water and wastewater in its Code of Ordinances under Sections 42-39 and 42-163, respectively. The parties agree to exercise good faith in enforcing the mandatory connection ordinances by requiring third parties to connect to CITY'S utility system within the service area, if services are available. To the end, CITY shall be responsible for determining service availability within the Service Area and shall be the initial entity responsible for providing any required notice to the affected properties. If after proper notification by CITY, a property fails to connect within the 365-day mandatory connection timeframe, CITY will coordinate with the COUNTY's Code Enforcement Division for further legal action to effectuate connection. It is understood that CITY'S commitment to extend service under this agreement is conditioned upon COUNTY'S commitment to mandate connections to the

Attachment: cc and invern (18399 : City of Inverness Interlocal Agreement Concerning Extraterritorial Water and Wastewater Service)

municipal utility system. Failure of the COUNTY to continue in effect ordinances that require mandatory connection shall afford to the CITY the right to rescission of this Agreement which shall be the CITY'S sole remedy in event of breach by COUNTY.

8. COUNTY shall do no act that directly or indirectly interferes with CITY's extension of water and sewer services contemplated under this Agreement unless the CITY is not adhering to this Agreement or third parties are not complying with applicable COUNTY ordinances. CITY, in its contractual commitments which it makes with third parties, shall insure that such contracts contain provisions that mandate the third parties' compliance with all local, state, and federal rules, regulations and ordinances as a condition for water or sewer service. COUNTY shall notify CITY of any non-compliance by third parties if such non-compliance will delay the completion of third-party commitments to CITY.

9. CITY hereby acknowledges all water or wastewater systems currently operated by COUNTY within the Service Area. These systems may be operated and expanded at COUNTY'S discretion.

10. COUNTY may serve any area within the Service Area outside of the CITY'S corporate limits provided it complies with this paragraph. COUNTY shall provide prior written notice to CITY of its intent to serve the specific area described in such notice. Upon receipt of such notice, CITY shall have sixty (60) days to provide a written reply advising COUNTY whether it consents to such service or objects based on CITY's intent to serve the subject area. COUNTY may only serve such area upon CITY's written consent or failure to respond within the sixty (60) days of receipt of COUNTY's written notice, which shall be deemed to be consent.

11. Venue and jurisdiction of any dispute which results in judicial enforcement of this Agreement shall be the Circuit Court in and for Citrus County, Florida. The CITY shall insure that this venue and jurisdiction provision is contained in all third-party contracts.

12. This Agreement can be amended, including, but not limited to, the Service Area boundaries, by both parties only by a separate writing and no employee or agent has the authority to waive or otherwise amend the terms and conditions of this Agreement without specific written authorization of the parties hereto.

13. This Agreement shall become effective when executed both by the CITY and COUNTY and shall remain in effect for a term of ten (10) years. This Agreement may be renewed for four additional five-year terms upon the signed, written agreement of both parties.

14. CITY does hereby represent that it has authority to enter into this Agreement and that the execution and performance by CITY of the terms hereto shall not place it in breach of any bond resolution or covenant heretofore executed by CITY in order to finance its water and sewer utility system.

15. It is agreed between the parties that COUNTY shall have the right to terminate this Agreement upon thirty (30) days-notice should for any reason CITY default on any bonds, notes or other forms of indebtedness which secure the CITY'S water and sewer utility system, be adjudicated bankrupt, placed in receivership or be otherwise financially unable to perform its obligations under this Agreement.

Attachment: cc and invern (18399 : City of Inverness Interlocal Agreement Concerning Extraterritorial Water and Wastewater Service)

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this date above written.

ATTEST:

Susan Jackson
City Clerk

CITY OF INVERNESS, FLORIDA,
a Florida municipal corporation

By: _____
David Ryan, City Council President

Approved for form and legality:

Robert W. Batsel, Jr.
City Attorney

ATTEST:

Angela Vick, Clerk

CITRUS COUNTY, a political subdivision of the State of Florida

By: _____
Scott Carnahan, Chairman

Approved for form and legality:

Denise Lyn
County Attorney

Attachment: cc and invern (18399 : City of Inverness Interlocal Agreement Concerning Extraterritorial Water and Wastewater Service)

EXHIBIT A
Service Area Map

Attachment: cc and invern (18399 : City of Inverness Interlocal Agreement Concerning Extraterritorial Water and Wastewater Service)

Attachment: cc and invern (18399 : City of Inverness Interlocal Agreement Concerning Extraterritorial Water and Wastewater Service)

AGENDA MEMORANDUM

FROM:	David Pieklik, Economic Development Director
SUBJECT:	DEO Inverness Airport grant agreement
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

The Department of Economic Opportunity has drafted an agreement for funding toward getting the Inverness Airport pad-ready. The $5,080,000 grant does not require a match from the county.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the agreement to begin work on the project, with work performed by American Infrastructure Development, Inc.

DocuSign Envelope ID: 006A7D60-E366-413A-AF2E-56296E3B0990

GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

THIS GRANT AGREEMENT NUMBER HL141 ("Agreement") is made and entered into by and between the **State of Florida, Department of Economic Opportunity** ("DEO"), and the **Citrus County, Florida** ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties".

WHEREAS, DEO has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly-authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of **July 1, 2021** (the "Effective Date") and shall continue until the earlier to occur of (a) **June 30, 2023** (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

This Agreement is a Cost Reimbursement Agreement. DEO shall pay Grantee up to **Five Million Eighty Thousand Dollars and Zero Cents ($5,080,000.00)** in consideration for Grantee's performance under this Agreement. DEO shall not provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. DEO shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award

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Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. DEO may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures. (https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf)

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/default.htm. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Section 215.971, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to DEO any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

E. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. DEO is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to DEO under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in

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accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify DEO of the receipt and content of any request by sending an e-mail to PRRequest@deo.myflorida.com within one business day after receipt of such request. Grantee shall indemnify, defend, and hold DEO harmless from any violation of Florida's public records laws wherein DEO's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. DEO may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. Identification of Records. Grantee shall clearly and conspicuously mark all records submitted to DEO if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If DEO's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. Keeping and Providing Records. DEO and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. DEO may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide DEO with copies of any records within 10 business days after DEO's request at no cost to DEO. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to DEO includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

4. Audit Rights. Representatives of the State of Florida, DEO, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. Single Audit Compliance Certification. Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@deo.myflorida.com. Grantee's timely

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submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between DEO and Grantee.

6. **Ensure Compliance**. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

F. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than 24 hour written notice to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute DEO's default under this Agreement.

2. **Termination for Cause:** DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. **Termination for Convenience:** DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in DEO's sole and absolute discretion that it is in DEO's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as DEO otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If DEO issues a Notice of Termination to Grantee, except as DEO otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work DEO does not terminate; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor

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the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may terminate the Agreement in whole or in part**.**

G. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

H. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon DEO's request, Grantee shall provide to DEO's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s)

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have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

I. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. Limitations on Advertising of Agreement. DEO does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. Disclosure of Sponsorship. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

J. RECOUPMENT OF FUNDS

1. Overpayments. If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to DEO.

2. Discovery of Overpayments. Grantee shall refund any Overpayment of Award Funds to DEO within 30 days of Grantee's discovery of an Overpayment or receipt of notification from DEO that and Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity." Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

3. Right of Set-Off. DEO and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other

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reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

K. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to DEO.

DEO shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

L. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited

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to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

M. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright

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interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

N. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

O. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from DEO.

4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

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7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

P. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

Q. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "DEO" includes the State of Florida and any successor office, department, or agency of DEO, and any person or entity which has been duly authorized to and has the actual authority to act or perform on DEO's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The

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Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

R. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

S. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. DEO has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

T. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. Section 448.095, F.S., the State of Florida requires the following:

a. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

b. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

3. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

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U. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within 24 chronological hours.

V. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

W. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. DEO is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

X. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then 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. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Y. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. Waiver. No waiver by DEO of any of provision herein shall be effective unless explicitly set forth in writing and signed by DEO. No waiver by DEO may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by DEO to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. Governing Law. The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense

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of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. Attorneys' Fees, Expenses. Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. Dispute Resolution. DEO shall decide disputes concerning the performance of the Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

4. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

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BB. CONTACT INFORMATION FOR GRANTEE AND DEO CONTACTS

Grantee's Payee:	**Grantee's Agreement Manager**:
Citrus County, Florida	David Pieklik, Director – Office of Economic Development
110 N. Apopka Avenue	3600 W. Sovereign Path, Suite 267
Inverness, Florida 34450	Lecanto, Florida 34461
Phone: (352) 527-5208	Phone: (352) 527-5537
Fax: (352) 527-5219	Fax: (352) 527-5204
Email: Sharon.Watkins@citursbocc.com	Email: David.Pieklik@citrusbocc.com

DEO's Agreement Manager:

Bridgett Jackson
107 East Madison Street, B047 Caldwell Building
Tallahassee, Florida 32399
Phone: (850) 245-7459
Fax: (850) 245–7470
Email: Bridgett.Jackson@deo.myflorida.com

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Rest of page left intentionally blank; Attachments to follow after signature page]

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

DEPARTMENT OF ECONOMIC OPPORTUNITY		**CITRUS COUNTY, FLORIDA**	
By	_____ Signature	**By**	_____ Signature
Title	**Dane Eagle Secretary**	**Title**	**Scott Carnahan Chairman, Citrus County Board of County Commissioners**
Date	_____	**Date**	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By:_____

Approved Date: _____

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ATTACHMENT 1
SCOPE OF WORK

1. PROJECT DESCRIPTION: The 2021-2022 General Appropriatons Act, line 2236A, appropriated Five Million Eighty Thousand Dollars and Zero Cents ($5,080,000.00) to the Citrus County Board of County Commissioners ("Grantee") for the Citrus Inverness Airport Buisness Park (the "Project"). Funding under this agreement will be used for the construction of transportation and onsite water utility infrastructures for an approximately 75 acre business industrial park. Infrastructure improvements will include onsite utilities, telecommunication/fiber, stormwater treatment system, circulation roads, 3,350' of an aircraft taxiway within the park and the reconstruction of approximately 3,115' of the main roadway to the business park. The park will provide pad-ready building site(s) suitable for an aircraft component recertification operation.

2. GRANTEE RESPONSIBILITIES: Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, perform the following activities:

a) Submit to DEO's Agreement Manager a copy of the final Design, Engineering, and Construction Plans for the Project.

b) Complete the following activities to relocate gopher tortoises:
   i. Complete Gopher Tortoise Survey
   ii. Complete Gopher Tortoise Permitting
   iii. Complete Gopher Tortoise Excavation and Relocation
   iv. Complete After Action Report

c) Complete the following construction activities in accordance with the final plans and budget:
   i. Complete internal circulation roads and reconstruction of approximately 3,115' of main roadway
   ii. Complete stormwater treatment system
   iii. Complete all onsite utilities, to include
      1. Fiber
      2. Electric
      3. Sanitary sewer
      4. Lift station
      5. Water
   iv. Complete 3,350' of aircraft taxiway leading up to and in the park

d) Provide DEO copies of all contracts and subcontracts entered into in furtherance of the Project, for which Grantee is seeking reimbursement under this Agreement. All such contracts and subcontracts must be procured in compliance with Grantee's policies and procedures, and with applicable law.

e) In performing under this Agreement, Grantee shall comply with all applicable laws, rules, and regulations, including but not limited to any applicable requirements of Chapter 255, Florida Statutes.

3. DEO'S RESPONSIBILITIES: DEO shall monitor progress, review reports, conduct site visits as determined necessary by DEO, and process payments to Grantee.

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4. DELIVERABLES:

Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Construction Activities for Inverness Airport Buisness Park		
Task 1	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete the activities in accordance with Section 2(b) of this Scope of Work.	Grantee may request reimbursement upon completion of the activities in accordance with Section 2(b) of this Scope of Work in the following increments: 30%, 60%, and 100% as evidence by submission of the following documentation: a. Completed AIA Forms G702 and G703 or their substantive equivalents, signed by a licensed professional certifying to the percentage of Project completion; b. Photographs of Project in progress; and c. Invoice package in accordance with Section 6 of this Scope of Work.	Failure to complete the Minimum Level of Service shall result in non-payment.
Grantee shall complete the construction activity in accordance with Section 2(c)(i) of this Scope of Work.	Grantee may request reimbursement upon completion of the construction activity in accordance with Section 2(c)(i) of this Scope of Work in the following increments: 30%, 60%, and 100% as evidence by submission of the following documentation: a. Completed AIA Forms G702 and G703 or their substantive equivalents, signed by a licensed professional certifying to the percentage of Project completion; b. Photographs of Project in progress; and	Failure to complete the Minimum Level of Service shall result in non-payment.

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	c. Invoice package in accordance with Section 6 of this Scope of Work.	
		Task 1 Not to Exceed - $1,514,750.00
Task 2	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete the construction activity in accordance with Section 2(c)(ii) of this Scope of Work.	Grantee may request reimbursement upon completion of the construction activity in accordance with Section 2(c)(ii) of this Scope of Work in the following increments: 30%, 60%, and 100% as evidence by submission of the following documentation: a. Completed AIA Forms G702 and G703 or their substantive equivalents, signed by a licensed professional certifying to the percentage of Project completion; b. Photographs of Project in progress; and c. Invoice package in accordance with Section 6 of this Scope of Work.	Failure to complete the Minimum Level of Service shall result in non-payment.
		Task 2 Not to Exceed - $1,615,200.00
Task 3	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete the construction activity in accordance with Section 2(c)(iii) of this Scope of Work.	Grantee may request reimbursement upon completion of the construction activity in accordance with Section 2(c)(iii) of this Scope of Work in the following increments: 30%, 60%, and 100% as evidence by submission of the following documentation: a. Completed AIA Forms G702 and G703 or their substantive equivalents, signed by a licensed professional certifying to the percentage of Project completion; b. Photographs of Project in progress; and	Failure to complete the Minimum Level of Service shall result in non-payment.

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	c. Invoice package in accordance with Section 6 of this Scope of Work.	
		Task 3 Not to Exceed - $1,590,050.00
Task 4	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete the construction activity in accordance with section 2(c)(iv) of this Scope of Work.	Grantee may request reimbursement upon completion of the construction activity in accordance with Section 2(c)(iv) of this Scope of Work in the following increments: 30%, 60%, and 100% as evidence by submission of the following documentation: a. Completed AIA Forms G702 and G703 or their substantive equivalents, signed by a licensed professional certifying to the percentage of Project completion; b. Photographs of Project in progress; and c. Invoice package in accordance with Section 6 of this Scope of Work.	Failure to complete the Minimum Level of Service shall result in non-payment.
		Task 4 Not to Exceed - $360,000.00
		Total Award Amount Not to Exceed - $5,080,000.00

COST SHIFTING: The Task amounts specified within the **DELIVERABLES** Section 4 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Task amounts that do not exceed **10%** of each Task total funding amount. Changes that exceed **10%** of each Task total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

5. REPORTING:

5.1 Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section 4. Quarterly reports are due to DEO within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues

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or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed or otherwise allowable by law.**

5.2 Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. DEO's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

5.3 Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

6. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **AUDIT REQUIREMENTS AND COMPLIANCE** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement Period.

6.1 Grantee shall provide one invoice per month for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. DEO may request any information from Grantee that DEO deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf . Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s). At DEO's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to DEO no later than 60 days after this Agreement ends and DEO may, at DEO's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

6.2 Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

6.2.1 A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, **DELIVERABLES**, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement Period;

6.2.2 Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

6.2.3 A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;

6.2.4 Before and after photographs of the completed work;

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6.2.6 A copy of all supporting documentation for vendor payments;

6.2.7 A copy of the cancelled check(s) specific to the project; and

6.2.8 A copy of the bank statement that includes the cancelled check.

6.3 The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

6.4 All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

7. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2021, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

7.1 Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to DEO's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.

7.2 Quarterly update reports shall be provided to DEO's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section 4, **DELIVERABLES**, will result in DEO's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO's right to terminate Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

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Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received

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from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. DEO at each of the following addresses:

   Electronic copies (preferred):
   Audit@deo.myflorida.com

   or

   Paper (hard copy):
   Department Economic Opportunity
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits/342
   Claude Pepper Building, Room

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401 111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred): Audit@deo.myflorida.com	or	Paper (hard copy): Department Economic Opportunity MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project ***DEPARTMENT OF ECONOMIC OPPORTUNITY; CSFA 40.038; DIVISION OF COMMUNITY DEVELOPMENT - $5,080,000.00***
COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. ***ACTIVITIES LIMITED TO THOSE IN THE SCOPE OF WORK***

2. ***N/A***

3. **N/A**

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____
Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)? _____Yes No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year?_____Yes_____No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO?_Yes_No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year?_____Yes_____No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____	_____
Signature of Authorized Representative	Date
_____	_____
Printed Name of Authorized Representative	Title of Authorized Representative

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AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Lease Agreement with Withlacoochee Regional Water Supply Authority
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

The Withlacoochee Regional Water Supply Authority (WRWSA) desires to lease approximately 290 square feet of office space at the Lecanto Government Building with an annual rent of $2,047.68, payable by the last day of November each year, for a period of five (5) years. The lease will commence on the 1st day of November, 2021 and end on the 31st day of October, 2026.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
001-362010	Rents Tax Exempt	N/A	N/A	N/A	N/A

Annual Revenue $2,047.68

RECOMMENDED ACTION:

a. Discussion and consideration of a request from the Withlacoochee Regional Water Supply Authority (WRWSA), to lease approximately 290 square feet of office space at the Lecanto Government Building, located at 3600 W. Sovereign Path, Suite 228 and 229, Lecanto, FL.

b. Adopt and authorize the Chairman to execute a Resolution of the Board acknowledging the request from the Withlacoochee Regional Water Supply Authority (WRWSA) to lease property owned by the County.

c. Approve and authorize the Chairman to execute the Lease Agreement, in duplicate, at the rate of $2,047.68 per year for a period of five (5) calendar years, commencing on the 1st day of November 2021 and ending on the 31st day of October, 2026.

RESOLUTION NO. 2021 – _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ACKNOWLEDGING A REQUEST FROM THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY TO LEASE SPACE AT THE CITRUS COUNTY LECANTO GOVERNMENT BUILDING.

WHEREAS, Section 125.38, Florida Statutes, sets forth the general provisions with regard to how the County may acquire, lease and dispose of real property, and

WHEREAS, Citrus County, Florida owns the property known as the Lecanto Government Building, located at 3600 W. Sovereign Path, Lecanto, FL 34461, and

WHEREAS, the Withlacoochee Regional Water Supply Authority, a multi-county special district of the State of Florida charged with planning for and developing cost-efficient, high-quality water supplies for its member governments for the purpose of promoting the community interest and welfare, has requested to lease Suites 228 and 229 at the Lecanto Government Building, and

WHEREAS, the Board of County Commissioners of Citrus County, Florida finds the lease of the suites is within the community's best interest and welfare and will benefit Citrus County, Florida and its citizens, and

WHEREAS, Section 125.38, Florida Statutes, provides that the County may enact a resolution for the lease of real property to the state or any political subdivision or agency thereof

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida, in regular session this _____ day of _____, 2021, as follows:

1. The above "whereas clauses" are true and correct and incorporated herein by reference.
2. Suites 228 and 229 of the Lecanto Government Building are not needed at this time for County purposes.
3. The lease of Suites 228 and 229 to the Withlacoochee Regional Water Supply Authority will promote the interests and welfare of the community.
4. The rate and term of the lease shall be as set forth in the copy of the Lease Agreement attached hereto as Exhibit "A."
5. That given the foregoing, the Board of County Commissioners of Citrus County, Florida, by these presents, expresses its intent to enter into a lease agreement with

Attachment: 1c Supporting Documents - Resolution & Blank Lease 2021-2026 (18384 : Lease Agreement with Withlacoochee Regional Water

Withlacoochee Regional Water Supply Authority to utilize Suites 228 and 229 of the Lecanto Government Building for the purpose of providing planning for and developing cost-efficient, high-quality water supplies for its member governments. Said use satisfies the requirements of Section 125.38, Florida Statutes.

BOARD OF COUNTY COMMISIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____
ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____
DENISE A. DYMOND LYN
COUNTY ATTORNEY

Attachment: 1c Supporting Documents - Resolution & Blank Lease 2021-2026 (18384 : Lease Agreement with Withlacoochee Regional Water

EXHIBIT A

LEASE AGREEMENT

Attachment: 1c Supporting Documents - Resolution & Blank Lease 2021-2026 (18384 : Lease Agreement with Withlacoochee Regional Water

LEASE AGREEMENT

THIS LEASE AGREEMENT, ("Agreement"), is made and entered into on this _____ day of _____, 2021, by and between **CITRUS COUNTY, FLORIDA** a political subdivision of the State of Florida, hereinafter called "County", whose mailing address is 110 N. Apopka Ave., Inverness, FL 34450 and the **WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY,** hereinafter called "WRWSA or Lessee" whose mailing address is 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461.

WITNESSETH:

WHEREAS, Citrus County, Florida is a political subdivision of the State of Florida, with the authority under Florida Statute 125.35, to sell, lease and or donate real property when it is determined by the Board of County Commissioners (the Board) to be in the best interest of the County; and

WHEREAS, County owns the Lecanto Government Building located at 3600 W. Sovereign Path, Suite 228 and 229, Lecanto, FL 34461; and

WHEREAS, WRWSA is desirous of leasing Suites 228 and 229 of the Leanto Government Building, hereinafter referred to as the "Premises," for use as office space for a period of five years;; and

WHEREAS, the Board finds it in the County's best interest to lease the Premises to WRWSA, since said Premises is currently not needed for any purposes and the endeavor of WRWSA is worthwhile and in the interests of the citizens of Citrus County;

NOW THEREFORE, the parties hereto agree as follows:

I. TERM

The term of this Lease shall be for five (5) years and shall commence on November 1, 2021 and expire on October 31, 2026.

II. RENT

The Lessee shall pay the County Two Thousand Forty-Seven and 68/100 Dollars ($2,047.68) per year, at the rate of Seven and 07/100 Dollars ($7.07) per square foot for the term described in Paragraph I. The rent shall be due and payable by the last day of November each year. The County shall submit invoices for rent each year to the Lessee, WRWSA, 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461. The rent shall be paid to Citrus County Board of County Commissioners, Attn: Cashier-Leases, 3600 W. Sovereign Path, Suite 127, Lecanto, FL 34461. In the event that either party cancels the Agreement prior to its termination, the County shall reimburse the WRWSA any prorated amount paid by the WRWSA for the remainder of that year.

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III. POSSESSORY INTEREST

Lessee shall have the right of possession, occupation, and control of Suites 228 and 229 of the Lecanto Government Building, consisting of approximately 289.73 square feet. Lessee shall also have the right to use the Lecanto Government Building parking area, conference room, board/public meeting room and equipment, employee lounges and other common areas.

IV. HEATING, AIR CONDITIONING AND COMMUNICATIONS

1. The County, at its expense, shall furnish, clean and maintain in satisfactory operating condition heating and air conditioning equipment adequate for the leased premises at all times during the term thereof.

2. The County shall provide Lessee 2 telephone and 1 fax line on the County's telephone system. Lessee will pay for any additional service based on actual equipment and rate costs, plus any additional wiring. The County shall be responsible for all required repairs and maintenance costs associated with the telephone lines, data cables and jacks provided.

V. SIGNS

The County, at its expense, shall install for the Lessee, WRWSA, a sign at the entrance of the Lecanto Government Complex and in the lobby of the Lecanto Government Building. The sign must be acceptable to both parties and comply with all applicable statutes, laws, ordinances, rules and regulations.

VI. MAINTENANCE AND REPAIRS

1. The County, at its own expense, shall provide interior maintenance and repairs in accordance with generally accepted good practices, including repainting, replacement of worn or damaged floor covering, and repair and replacement of interior equipment as may be necessary due to normal usage. The Lessee shall keep the interior of the leased premises in as good a state of repair as at the time of the beginning of lease term, reasonable wear and tear and unavoidable casualties excepted.

2. The County, at its own expense, shall maintain and keep in good repair the exterior of the leased premises, including parking and roads, and shall be responsible for the replacement of all windows broken or damaged in the leased premises, except such breakage or damage caused by the Lessee and its agents, employees and officers.

3. The County, at its expense, shall maintain the interior and exterior of the leased premises so as to conform to the Americans with Disabilities Act and all applicable public law, health and safety requirements presently in effect and which may be enacted during their term hereof.

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4. The County, at its expense, shall furnish regular pest control services for the leased premises.

5. The County shall provide janitorial services and supplies.

VII. UTILITIES

The County shall promptly pay all charges, rates or fees which may become payable during the term of this lease agreement for electricity, garbage, sewer and water used by the Lessee on the leased premises. The Lessee shall be responsible for the payment of all telephone rates or charges.

VII. INTERNET SERVICE -

1. **Internet Access.** Internet access will be provided to WRWSA by Citrus County, Florida and it is to be utilized exclusively for official use only to provide access to information, resources, and customer services. The use of the County's public internet access constitutes acceptance that users will comply with Federal, State, and Local laws, as well as WRWSA policies. WRWSA employees are authorized to take prompt and appropriate actions to enforce the official use by staff who fail to comply with the Internet and Citrus County Computer Use Policy as stated or implied herein.

    a. Bandwidth limit shall be that allowed by Systems Management and could be increased or decreased as conditions change.

    b. Connectivity shall consist of wireless access point(s) within the leased office space and will be maintained by Systems Management.

    c. Computer equipment to access the internet shall be provided by the WRWSA at its sole expense.

    d. All current and future WRWSA employees are required to take and successfully complete all current and future Internet, Computer use and phone training required of Citrus County, Florida employees. Failure to do so could result in termination of services for that employee.

2. **Limitation of Liability**. Citrus County, Florida disclaims all liability whatsoever for indirect, consequential, and incidental damages arising out of the failure or inability of County to provide access to or use of the internet access or otherwise in respect of this agreement, including, but not limited to, losses or damages resulting from the loss of data or services.

3. **Disclaimer of Warranties.** Citrus County, Florida makes absolutely no warranties whatsoever with respect to the internet access or any other services provided hereunder, and specifically disclaims any and all

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warranties, whether expressed or implied, including the warranties of merchantability and fitness for an intended purpose.

a. WRWSA acknowledges that the Internet Access is provided by the third parties to County. Use of the Internet Access and its operation may be subject to events over which County has no control, including but not limited to, equipment failure, telecommunications interruptions, Internet service interruptions, and power outages.

b. WRWSA has sole responsibility for ensuring the security of its computer equipment, software and data. Citrus County, Florida does not provide any security or protection against unauthorized access to WRWSA computers, software or data via the internet, or from viruses or other acts by third parties which may be committed via the internet.

c. WRWSA agrees to meet any minimum current or future security standards established by Citrus County, Florida in terms of network security, virus protection, operating system updates, etc. Citrus County, Florida will provide WRWSA staff notice of these requirements.

4. **Indemnification.** Tenant shall indemnify, defend and hold harmless Citrus County, Florida from and against any and all losses, liabilities, damages, costs of suit, attorney's fees and any other expenses which may be incurred by or asserted against Citrus County, Florida or in connection with the WRWSA use of the Internet Access.

5. **Disconnection or Termination.** WRWSA agrees that the County may disconnect or terminate this service at any time should Systems Management deem it necessary to protect its system; should this need cause a cost for such, it shall be invoiced independently of this lease and the WRWSA agrees to pay this invoice upon receipt. WRWSA also agrees to notify Citrus County Systems Management prior to installing any new equipment which will use any Citrus County Resources.

IX. ALTERATIONS

WRWSA shall not make any alterations or improvements to the property without the prior written consent of County. Any and all improvements made to the Premises during the term hereof shall belong to the County, except trade fixtures of WRWSA. WRWSA may, upon termination hereof, remove all of their trade fixtures, but shall repair or pay for repairs necessary for damages to the Premises occasioned by removal. Trade fixtures for purposes of this document shall be defined as WRWSA's personal property used in the business and not permanently affixed or attached to the structure or Premises. Lessee must comply with and obtain permits for all local, state and federal requirements. The

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County shall not arbitrarily or unreasonably withhold consent to any such alterations.

X. INJURY OR DAMAGE TO PERSONAL PROPERTY ON PREMISES

All personal property of any kind that may be in or on the leased premises during the term of this Agreement shall be at the risk of the Lessee and, except for any negligence of the County, the County shall not be liable to the Lessee or to any other person for any damages, injury or loss to any person or personal property on the leased premises.

XI. FIRE, SECURITY AND OTHER HAZARDS

1. In the event that the leased premises, or the major part thereof, is damaged or destroyed by fire, lightning, storm, or other casualty, the County, at its option and expense, may immediately repair or restore the leased premises. The rent thereon shall cease until the completion of such repairs or restoration and the County shall immediately refund the pro rata part of any rent paid in advance by the Lessee prior to the damage or destruction to the extent that the damaged or destroyed part bears to the whole of the leased premises. Upon the completion of such repairs or restoration, the full rent shall resume and continue for the balance of the term hereof.

2. The County, at its expense, shall provide for fire protection during the term of the lease agreement in accordance with the fire safety standards of the State Fire Marshal, and the County shall maintain and repair all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The leased premises shall be available for inspection by the State Fire Marshal after delivery of possession to the Lessee and at any reasonable time thereafter.

3. The County, at its expense, shall provide a 24-hour, seven-day-a-week, commercial alarm, security service and monitoring system acceptable to the Lessee. The County shall provide the Lessee with a security access code to the alarm system for entering the leased premises at any time after normal working hours, holidays or weekends and a key-locked door to the office area for the private use of the Lessee. The County shall promptly pay all charges and fees for the maintenance and operation of the 24-hour monitoring system, 24-hour test signal for the operation of the alarm system, and security service.

4. The County certifies that no asbestos was used in the construction of the leased premises and the leased premises are free of or from hazardous materials or unlawful amounts of formaldehyde or radon gas or that, if the leased premises are not free therefrom, the County shall correct such hazardous or unlawful condition or conditions.

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XII. EXPIRATION OF TERM

At the expiration of the term hereof, the Lessee shall peaceably yield up to the County the leased premises in good and tenantable repair. The Lessee shall have the right to remove from the premises all personal property of the Lessee and all appliances, appurtenances, equipment, fixtures, and machinery placed or installed on the leased premises by it, provided the Lessee restores the leased premises to as good a state of repair as prior to the replacement or installation.

XIII. INDEMNIFICATION

Lessee shall indemnify, save and hold harmless County and all its officers, agents and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent act of, or omission of, Lessee, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature 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 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 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 Lessee 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.

XIV. VENUE In the event of any dispute between County and WRWSA with respect to the provisions hereof, jurisdiction and venue shall be in the Circuit Court for the Fifth Judicial Circuit in and for Citrus County, Florida. This agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida. WRWSA shall comply with all laws, statutes, ordinances and requirements of all municipal, county, state and federal authorities now in force or which may hereafter be in force which pertains to the Premises or its use.

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XV. ENTIRE AGREEMENT This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing and sealed by the County and Lessee. No surrender of the demised Premises or of the remainder of the term of this Lease shall be valid unless accepted by the County in writing. Provided always and these presents are upon the express condition that, if WRWSA shall fail and neglect to perform or observe any of the covenants on County's part herein contained, it shall be lawful for the County at any time thereafter, without notice or demand, to enter into and upon the demised Premises and repossess the same as of its former state and to expel WRWSA and any person claiming under WRWSA forcibly, if necessary, and to remove their effects without prejudice to any remedies which might be available for any previous breach of covenant. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served as sent by certified mail, postage prepaid, return receipt requested, to WRWSA, 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461 and to Citrus County, Florida, County Administrator, 3600 W. Sovereign Path, Lecanto, Florida 34461.

XVI. NOT CONSENT TO SUE

The terms and conditions of this Agreement shall not be construed as a waiver of sovereign immunity or as consent of the Lessee to be sued because of said leasehold.

XVII. WAIVER OF BREACH

The waiver by the County of any breach of this Agreement by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Agreement.

XVIII. RIGHT TO INSPECT

The County, at all reasonable times during normal business hours, may enter into and upon the leased premises for the purposes of inspecting the same and making any repairs required under the terms of this Agreement.

XIX. BREACH OF COVENANT

Except as provided otherwise in this Agreement, if the Lessee shall neglect or fail to perform or observe any duty or covenant contained herein, which on the Lessee's part is to be performed and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the County to the Lessee, then the County lawfully may, immediately or at any time thereafter, and without further notice or demand, enter into and upon the leased premises, or any part thereof, and repossess the same as its former estate and expel the Lessee and remove its effect, if necessary, without being taken or deemed to be guilty of trespass, whereupon, this Agreement shall terminate without prejudice to any remedy available to the County for arrears of rent or for breach of any of the duties or covenants contained herein.

Attachment: 1c Supporting Documents - Resolution & Blank Lease 2021-2026 (18384 : Lease Agreement with Withlacoochee Regional Water

XX. TAXES, INSURANCE AND COMMISSIONS

1. The County shall pay all real estate taxes or assessments, if any, and fire insurance premiums on the leased premises. The County shall not be required to carry fire insurance on the Lessee or any other person or property which may now or hereinafter be placed in the premises.

2. WRWSA shall be responsible for the payment of any taxes due upon its personal property.

3. The County certifies to the Lessee that no portion of the rent payable pursuant to Paragraph II. of this Agreement includes, represents, is based on, or is attributable to any commission or fee paid or payable by the County as the result of the County having utilized or contracted for the services of any real estate broker, salesperson, agent, or firm in any aspect of the County's dealings or any dealing involving the leasing of the leased premises to the Lessee, nor shall the Lessee be liable therefor.

XXI. ATTORNEY'S FEES

WRWSA agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made or incurred by the County enforcing the covenants and agreements hereof and said County shall have a lien for such costs, fees and expenses upon all personal property of WRWSA.

XXII. AVAILABILITY OF FUNDS

The obligations of the Lessee under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the Governing Board of the Lessee and/or the availability of funds through applicable contract or grant programs.

XXIII. USE OF PREMISES

The Lessee shall not make or allow any unlawful, improper, or offensive use of the leased premises, or any use or occupancy thereof, contrary to the laws of the State of Florida or such ordinances of the county in which the leased premises are located applicable during the term hereof to the Lessee.

XXIV. TERMINATION

This lease may be terminated by either party by delivering thirty (30) days written notice to the other party. WRWSA shall, upon termination of this Lease by the lapse of time or otherwise, yield up the Premises to the County in as good repair and condition as the same are at the commencement of said term, reasonable use and wear thereof or other casualty not occurring through the fault of WRWSA only accepted.

Attachment: 1c Supporting Documents - Resolution & Blank Lease 2021-2026 (18384 : Lease Agreement with Withlacoochee Regional Water

XXV. NOTICES AND INVOICES

All notices to the County shall be hand-delivered or sent by certified mail, return receipt requested, to the Citrus County Administrator, 3600 W. Sovereign Path, Suite 267, Lecanto, Florida 34461, and all notices to the Lessee shall be hand-delivered or sent by certified mail, return receipt requested to 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461.

XXVI. DEFINITION OF TERMS

1. The terms "agreement", "lease", or "lease agreement" shall be inclusive of each other and shall also include any renewals, option terms, extensions, or modifications of this Agreement.

2. The Terms "County" and "Lessee" shall include the successors and assigns of the parties hereto.

3. The singular shall include the plural and the plural shall include the singular whenever the contest so requires or permits.

XXVII. APPLICABLE LAW

This Agreement shall be interpreted according to the laws of the State of Florida.

XXVIII. ENTIRE AGREEMENT AND ADDITIONAL TERMS

This Agreement contains the entire understanding between the parties and may be amended only in writing and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate, on the day and year first above written.

LESSOR:
CITRUS COUNTY, FLORIDA

ATTEST:

_____
ANGELA VICK, CLERK

BY:_____
SCOTT CARNAHAN., CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: 1c Supporting Documents - Resolution & Blank Lease 2021-2026 (18384 : Lease Agreement with Withlacoochee Regional Water

LESSEE:
WITHLACOOCHEE REGIONAL
WATER SUPPLY AUTHORITY

_____
SUZANNAH FOLSOM,
EXECUTIVE DIRECTOR

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by Suzannah Folsom, as Executive Director of Withlacoochee Regional Water Supply Authority, who is personally known to me or who produced _____ as identification.

_____
Notary Public, State of Florida
Printed Name: _____
Commission No. _____
Expiration Date: _____

Attachment: 1c Supporting Documents - Resolution & Blank Lease 2021-2026 (18384 : Lease Agreement with Withlacoochee Regional Water

LEASE AGREEMENT

THIS LEASE AGREEMENT, ("Agreement"), is made and entered into on this _____ day of _____, 2021, by and between **CITRUS COUNTY, FLORIDA** a political subdivision of the State of Florida, hereinafter called "County", whose mailing address is 110 N. Apopka Ave., Inverness, FL 34450 and the **WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY,** hereinafter called "WRWSA or Lessee" whose mailing address is 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461.

WITNESSETH:

WHEREAS, Citrus County, Florida is a political subdivision of the State of Florida, with the authority under Florida Statute 125.35, to sell, lease and or donate real property when it is determined by the Board of County Commissioners (the Board) to be in the best interest of the County; and

WHEREAS, County owns the Lecanto Government Building located at 3600 W. Sovereign Path, Suite 228 and 229, Lecanto, FL 34461; and

WHEREAS, WRWSA is desirous of leasing Suites 228 and 229 of the Leanto Government Building, hereinafter referred to as the "Premises," for use as office space for a period of five years;; and

WHEREAS, the Board finds it in the County's best interest to lease the Premises to WRWSA, since said Premises is currently not needed for any purposes and the endeavor of WRWSA is worthwhile and in the interests of the citizens of Citrus County;

NOW THEREFORE, the parties hereto agree as follows:

I. TERM

The term of this Lease shall be for five (5) years and shall commence on November 1, 2021 and expire on October 31, 2026.

II. RENT

The Lessee shall pay the County Two Thousand Forty-Seven and 68/100 Dollars ($2,047.68) per year, at the rate of Seven and 07/100 Dollars ($7.07) per square foot for the term described in Paragraph I. The rent shall be due and payable by the last day of November each year. The County shall submit invoices for rent each year to the Lessee, WRWSA, 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461. The rent shall be paid to Citrus County Board of County Commissioners, Attn: Cashier-Leases, 3600 W. Sovereign Path, Suite 127, Lecanto, FL 34461. In the event that either party cancels the Agreement prior to its termination, the County shall reimburse the WRWSA any prorated amount paid by the WRWSA for the remainder of that year.

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III. POSSESSORY INTEREST

Lessee shall have the right of possession, occupation, and control of Suites 228 and 229 of the Lecanto Government Building, consisting of approximately 289.73 square feet. Lessee shall also have the right to use the Lecanto Government Building parking area, conference room, board/public meeting room and equipment, employee lounges and other common areas.

IV. HEATING, AIR CONDITIONING AND COMMUNICATIONS

1. The County, at its expense, shall furnish, clean and maintain in satisfactory operating condition heating and air conditioning equipment adequate for the leased premises at all times during the term thereof.

2. The County shall provide Lessee 2 telephone and 1 fax line on the County's telephone system. Lessee will pay for any additional service based on actual equipment and rate costs, plus any additional wiring. The County shall be responsible for all required repairs and maintenance costs associated with the telephone lines, data cables and jacks provided.

V. SIGNS

The County, at its expense, shall install for the Lessee, WRWSA, a sign at the entrance of the Lecanto Government Complex and in the lobby of the Lecanto Government Building. The sign must be acceptable to both parties and comply with all applicable statutes, laws, ordinances, rules and regulations.

VI. MAINTENANCE AND REPAIRS

1. The County, at its own expense, shall provide interior maintenance and repairs in accordance with generally accepted good practices, including repainting, replacement of worn or damaged floor covering, and repair and replacement of interior equipment as may be necessary due to normal usage. The Lessee shall keep the interior of the leased premises in as good a state of repair as at the time of the beginning of lease term, reasonable wear and tear and unavoidable casualties excepted.

2. The County, at its own expense, shall maintain and keep in good repair the exterior of the leased premises, including parking and roads, and shall be responsible for the replacement of all windows broken or damaged in the leased premises, except such breakage or damage caused by the Lessee and its agents, employees and officers.

3. The County, at its expense, shall maintain the interior and exterior of the leased premises so as to conform to the Americans with Disabilities Act and all applicable public law, health and safety requirements presently in effect and which may be enacted during their term hereof.

Attachment: 1d Supporting Documents - Signed Lease 2021-2026 - Copy (18384 : Lease Agreement with Withlacoochee Regional Water Supply

4. The County, at its expense, shall furnish regular pest control services for the leased premises.

5. The County shall provide janitorial services and supplies.

VII. UTILITIES

The County shall promptly pay all charges, rates or fees which may become payable during the term of this lease agreement for electricity, garbage, sewer and water used by the Lessee on the leased premises. The Lessee shall be responsible for the payment of all telephone rates or charges.

VII. INTERNET SERVICE -

1. **Internet Access.** Internet access will be provided to WRWSA by Citrus County, Florida and it is to be utilized exclusively for official use only to provide access to information, resources, and customer services. The use of the County's public internet access constitutes acceptance that users will comply with Federal, State, and Local laws, as well as WRWSA policies. WRWSA employees are authorized to take prompt and appropriate actions to enforce the official use by staff who fail to comply with the Internet and Citrus County Computer Use Policy as stated or implied herein.

    a. Bandwidth limit shall be that allowed by Systems Management and could be increased or decreased as conditions change.

    b. Connectivity shall consist of wireless access point(s) within the leased office space and will be maintained by Systems Management.

    c. Computer equipment to access the internet shall be provided by the WRWSA at its sole expense.

    d. All current and future WRWSA employees are required to take and successfully complete all current and future Internet, Computer use and phone training required of Citrus County, Florida employees. Failure to do so could result in termination of services for that employee.

2. **Limitation of Liability**. Citrus County, Florida disclaims all liability whatsoever for indirect, consequential, and incidental damages arising out of the failure or inability of County to provide access to or use of the internet access or otherwise in respect of this agreement, including, but not limited to, losses or damages resulting from the loss of data or services.

3. **Disclaimer of Warranties.** Citrus County, Florida makes absolutely no warranties whatsoever with respect to the internet access or any other services provided hereunder, and specifically disclaims any and all

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warranties, whether expressed or implied, including the warranties of merchantability and fitness for an intended purpose.

a. WRWSA acknowledges that the Internet Access is provided by the third parties to County. Use of the Internet Access and its operation may be subject to events over which County has no control, including but not limited to, equipment failure, telecommunications interruptions, Internet service interruptions, and power outages.

b. WRWSA has sole responsibility for ensuring the security of its computer equipment, software and data. Citrus County, Florida does not provide any security or protection against unauthorized access to WRWSA computers, software or data via the internet, or from viruses or other acts by third parties which may be committed via the internet.

c. WRWSA agrees to meet any minimum current or future security standards established by Citrus County, Florida in terms of network security, virus protection, operating system updates, etc. Citrus County, Florida will provide WRWSA staff notice of these requirements.

4. **Indemnification.** Tenant shall indemnify, defend and hold harmless Citrus County, Florida from and against any and all losses, liabilities, damages, costs of suit, attorney's fees and any other expenses which may be incurred by or asserted against Citrus County, Florida or in connection with the WRWSA use of the Internet Access.

5. **Disconnection or Termination.** WRWSA agrees that the County may disconnect or terminate this service at any time should Systems Management deem it necessary to protect its system; should this need cause a cost for such, it shall be invoiced independently of this lease and the WRWSA agrees to pay this invoice upon receipt. WRWSA also agrees to notify Citrus County Systems Management prior to installing any new equipment which will use any Citrus County Resources.

IX. ALTERATIONS

WRWSA shall not make any alterations or improvements to the property without the prior written consent of County. Any and all improvements made to the Premises during the term hereof shall belong to the County, except trade fixtures of WRWSA. WRWSA may, upon termination hereof, remove all of their trade fixtures, but shall repair or pay for repairs necessary for damages to the Premises occasioned by removal. Trade fixtures for purposes of this document shall be defined as WRWSA's personal property used in the business and not permanently affixed or attached to the structure or Premises. Lessee must comply with and obtain permits for all local, state and federal requirements. The

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County shall not arbitrarily or unreasonably withhold consent to any such alterations.

X. INJURY OR DAMAGE TO PERSONAL PROPERTY ON PREMISES

All personal property of any kind that may be in or on the leased premises during the term of this Agreement shall be at the risk of the Lessee and, except for any negligence of the County, the County shall not be liable to the Lessee or to any other person for any damages, injury or loss to any person or personal property on the leased premises.

XI. FIRE, SECURITY AND OTHER HAZARDS

1. In the event that the leased premises, or the major part thereof, is damaged or destroyed by fire, lightning, storm, or other casualty, the County, at its option and expense, may immediately repair or restore the leased premises. The rent thereon shall cease until the completion of such repairs or restoration and the County shall immediately refund the pro rata part of any rent paid in advance by the Lessee prior to the damage or destruction to the extent that the damaged or destroyed part bears to the whole of the leased premises. Upon the completion of such repairs or restoration, the full rent shall resume and continue for the balance of the term hereof.

2. The County, at its expense, shall provide for fire protection during the term of the lease agreement in accordance with the fire safety standards of the State Fire Marshal, and the County shall maintain and repair all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The leased premises shall be available for inspection by the State Fire Marshal after delivery of possession to the Lessee and at any reasonable time thereafter.

3. The County, at its expense, shall provide a 24-hour, seven-day-a-week, commercial alarm, security service and monitoring system acceptable to the Lessee. The County shall provide the Lessee with a security access code to the alarm system for entering the leased premises at any time after normal working hours, holidays or weekends and a key-locked door to the office area for the private use of the Lessee. The County shall promptly pay all charges and fees for the maintenance and operation of the 24-hour monitoring system, 24-hour test signal for the operation of the alarm system, and security service.

4. The County certifies that no asbestos was used in the construction of the leased premises and the leased premises are free of or from hazardous materials or unlawful amounts of formaldehyde or radon gas or that, if the leased premises are not free therefrom, the County shall correct such hazardous or unlawful condition or conditions.

Attachment: 1d Supporting Documents - Signed Lease 2021-2026 - Copy (18384 : Lease Agreement with Withlacoochee Regional Water Supply

XII. EXPIRATION OF TERM

At the expiration of the term hereof, the Lessee shall peaceably yield up to the County the leased premises in good and tenantable repair. The Lessee shall have the right to remove from the premises all personal property of the Lessee and all appliances, appurtenances, equipment, fixtures, and machinery placed or installed on the leased premises by it, provided the Lessee restores the leased premises to as good a state of repair as prior to the replacement or installation.

XIII. INDEMNIFICATION

Lessee shall indemnify, save and hold harmless County and all its officers, agents and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent act of, or omission of, Lessee, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature 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 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 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 Lessee 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.

XIV. VENUE In the event of any dispute between County and WRWSA with respect to the provisions hereof, jurisdiction and venue shall be in the Circuit Court for the Fifth Judicial Circuit in and for Citrus County, Florida. This agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida. WRWSA shall comply with all laws, statutes, ordinances and requirements of all municipal, county, state and federal authorities now in force or which may hereafter be in force which pertains to the Premises or its use.

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XV. ENTIRE AGREEMENT This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing and sealed by the County and Lessee. No surrender of the demised Premises or of the remainder of the term of this Lease shall be valid unless accepted by the County in writing. Provided always and these presents are upon the express condition that, if WRWSA shall fail and neglect to perform or observe any of the covenants on County's part herein contained, it shall be lawful for the County at any time thereafter, without notice or demand, to enter into and upon the demised Premises and repossess the same as of its former state and to expel WRWSA and any person claiming under WRWSA forcibly, if necessary, and to remove their effects without prejudice to any remedies which might be available for any previous breach of covenant. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served as sent by certified mail, postage prepaid, return receipt requested, to WRWSA, 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461 and to Citrus County, Florida, County Administrator, 3600 W. Sovereign Path, Lecanto, Florida 34461.

XVI. NOT CONSENT TO SUE

The terms and conditions of this Agreement shall not be construed as a waiver of sovereign immunity or as consent of the Lessee to be sued because of said leasehold.

XVII. WAIVER OF BREACH

The waiver by the County of any breach of this Agreement by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Agreement.

XVIII. RIGHT TO INSPECT

The County, at all reasonable times during normal business hours, may enter into and upon the leased premises for the purposes of inspecting the same and making any repairs required under the terms of this Agreement.

XIX. BREACH OF COVENANT

Except as provided otherwise in this Agreement, if the Lessee shall neglect or fail to perform or observe any duty or covenant contained herein, which on the Lessee's part is to be performed and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the County to the Lessee, then the County lawfully may, immediately or at any time thereafter, and without further notice or demand, enter into and upon the leased premises, or any part thereof, and repossess the same as its former estate and expel the Lessee and remove its effect, if necessary, without being taken or deemed to be guilty of trespass, whereupon, this Agreement shall terminate without prejudice to any remedy available to the County for arrears of rent or for breach of any of the duties or covenants contained herein.

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2. WRWSA shall be responsible for the payment of any taxes due upon its personal property.

3. The County certifies to the Lessee that no portion of the rent payable pursuant to Paragraph II. of this Agreement includes, represents, is based on, or is attributable to any commission or fee paid or payable by the County as the result of the County having utilized or contracted for the services of any real estate broker, salesperson, agent, or firm in any aspect of the County's dealings or any dealing involving the leasing of the leased premises to the Lessee, nor shall the Lessee be liable therefor.

XXI. ATTORNEY'S FEES

WRWSA agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made or incurred by the County enforcing the covenants and agreements hereof and said County shall have a lien for such costs, fees and expenses upon all personal property of WRWSA.

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The obligations of the Lessee under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the Governing Board of the Lessee and/or the availability of funds through applicable contract or grant programs.

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The Lessee shall not make or allow any unlawful, improper, or offensive use of the leased premises, or any use or occupancy thereof, contrary to the laws of the State of Florida or such ordinances of the county in which the leased premises are located applicable during the term hereof to the Lessee.

XXIV. TERMINATION

This lease may be terminated by either party by delivering thirty (30) days written notice to the other party. WRWSA shall, upon termination of this Lease by the lapse of time or otherwise, yield up the Premises to the County in as good repair and condition as the same are at the commencement of said term, reasonable use and wear thereof or other casualty not occurring through the fault of WRWSA only accepted.

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All notices to the County shall be hand-delivered or sent by certified mail, return receipt requested, to the Citrus County Administrator, 3600 W. Sovereign Path, Suite 267, Lecanto, Florida 34461, and all notices to the Lessee shall be hand-delivered or sent by certified mail, return receipt requested to 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461.

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1. The terms "agreement", "lease", or "lease agreement" shall be inclusive of each other and shall also include any renewals, option terms, extensions, or modifications of this Agreement.

2. The Terms "County" and "Lessee" shall include the successors and assigns of the parties hereto.

3. The singular shall include the plural and the plural shall include the singular whenever the contest so requires or permits.

XXVII. APPLICABLE LAW

This Agreement shall be interpreted according to the laws of the State of Florida.

XXVIII. ENTIRE AGREEMENT AND ADDITIONAL TERMS

This Agreement contains the entire understanding between the parties and may be amended only in writing and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate, on the day and year first above written.

LESSOR:
CITRUS COUNTY, FLORIDA

ATTEST:

_____
ANGELA VICK, CLERK

BY:_____
SCOTT CARNAHAN., CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: 1d Supporting Documents - Signed Lease 2021-2026 - Copy (18384 : Lease Agreement with Withlacoochee Regional Water Supply

DENISE A. DYMOND LYN,
COUNTY ATTORNEY

LESSEE:
WITHLACOOCHEE REGIONAL
WATER SUPPLY AUTHORITY

SUZANNAH FOLSOM,
EXECUTIVE DIRECTOR

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 24th day of May, 2021, by Suzannah Folsom, as Executive Director of Withlacoochee Regional Water Supply Authority, who is personally known to me or who produced DL as identification.

Notary Public, State of Florida
Printed Name: _____
Commission No. _____
Expiration Date: _____

VICKI R. AUSTIN
MY COMMISSION # HH 050670
EXPIRES: February 5, 2025
Bonded Thru Notary Public Underwriters

Attachment: 1d Supporting Documents - Signed Lease 2021-2026 - Copy (18384 : Lease Agreement with Withlacoochee Regional Water Supply

0000057 08/17/17

FLORIDA

Consumer's Certificate of Exemption

DR-14
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8012584919C-2	10/31/2017	10/31/2022	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

WITHLACOOCHEE REGIONAL WATER
SUPPLY AUTHORITY
3600 W SOVEREIGN PATH STE 228
LECANTO FL 34461-7726

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

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AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

GFL Solid Waste Southeast LLC, entered into a Waste Disposal Account Agreement with Citrus County dated October 13th, 2020 establishing a monthly charge agreement for disposal fees at the Citrus County Central Landfill. The agreement security is provided by Harco National Insurance Company Security Bond No. 0791322 in the sum of $50,000.00.

The Continuation Certificate extends the bond period to September 30th, 2022

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Authorize Chairman to accept Continuation Certificate for Harco National Insurance Company Security Bond No. 0791322 extending the period to September 30th, 2022, and to be made a part of GFL Solid Waste Southeast LLC's, Waste Disposal Account Agreement dated October 13th, 2020.

Bond No. 0791322 DATE August 31, 2021

KNOWN ALL MEN BY THESE PRESENT that we, GFL Solid Waste Southeast LLC (company's name)

(hereinafter call the "Principal") and Harco National Insurance Company (name of bonding company) duly

organized under the laws of the State of IL (Bonding Company's state) (hereinafter called the "Surety") are held and

firmly bound unto Citrus County, Florida, a political subdivsion of the State of Florida (hereinafter called the "Obligee"), in the

initial sum of Fifty Thousand Dollars and 00/100 (written dollar amount) ($ 50,000.00 (dollar amount)), for the payment of which sum well and

truly made, we the said Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the presents.

WHEREAS, pursuant to Citrus County, Florida, a political subdivsion of the State of Florida , the "Principal" has entered into a written agreement/license (hereinafter called the "Agreement/License") with the Obligee dated _____, for Guarantee of disposal fees which Agreement/License is hereby referred to and made a part hereof as if fully set forth herein:

NOW THEREFORE, the condition of the obligation is such that if the Principal shall well and truly keep all the terms and conditions as outlined in said Agreement/License then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, this bond is executed by the Surety and accepted by the Obligee subject to the following conditions:

1. No assignment of this bond shall be effective without the written consent of the Surety.
2. This obligation may be terminated by the Surety by thirty (30) days advance written notice to the Obligee, such notice to be sent by registered mail. Such termination shall not affect liability incurred under this obligation prior to the effective date of such termination.
3. PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder that, in the event of any breach of the agreement on the part of the Principal, a written statement of the particular facts stating the nature of such breach shall be given as soon as reasonable possible by the Obligee to the Surety and the Surety shall not be obligated to perform Principal's obligation until thirty (30) days after Surety's receipt of such statement.
4. No action, suit or proceeding shall be had or maintained against the Surety on this bond unless the same be brought or instituted within sixty (60) days after the termination or release of this bond.
5. Under no circumstances shall the aggregate liability of the Surety exceed the penal sum above stated.
6. This bond shall be effective from October 1, 2021 to September 30, 2022.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be executed and their seals affixed this 31st day of August, 2021.

GFL Solid Waste Southeast LLC
Principal

BY _____
Vernal Mehta
Title Director, Treasury

Harco National Insurance Company
Surety

BY _____
Arthur L. Colley
Title Attorney-in-Fact

HARCO NATIONAL INSURANCE COMPANY INCORPORATED SEAL 1984 ILLINOIS

Surety Phone No. 704-288-3518

Attachment: Bond 2021.22 (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

POWER OF ATTORNEY

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

Bond # 0791322

Principal GFL Solid Waste Southeast LLC

Obligee Citrus County, Florida, a political subdivision of the State of Florida

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

Arthur L. Colley

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th of December, 2018

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of August, 2021

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of August, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC NEW JERSEY My Comm. Exp. 04-04-2023 No. 50079910

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 31st day of August, 2021

Irene Martins, Assistant Secretary

VER2 2/2019 e-POA-Single_Principal-Obligee

Attachment: Bond 2021.22 (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

GFLENVI-01 DANIELLEWEBSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/2020

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

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

PRODUCER
NFP Property & Casualty Services, Inc.
45 Executive Drive
Plainview, NY 11803

CONTACT NAME:
PHONE (A/C, No, Ext): (516) 327-2700 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A : Ironshore Specialty Insurance Company 25445
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED
GFL Solid Waste Southeast LLC
5111 South Pine Ave
Ocala, FL 34480

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 / PROJECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Contractor Pollution			004452100	10/30/2020	10/30/2022	Each Incident	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Hauling Operations at Citrus County Landfill

CERTIFICATE HOLDER

Citrus County Florida
Department of Management and Budget
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: Pollution 10.30.2022 (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 7/1/2021

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

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

PRODUCER NFP Property & Casualty Services(Primary Casualty) 45 Executive Drive, Plainview, NY 11803 Purves redmond limited*, 70 University Ave, S#400, Toronto ON M5J 2M4	**CONTACT NAME:** RISK MANAGEMENT NE **PHONE (A/C, No, Ext):** 516-327-2700 **FAX (A/C, No):** 516-327-2800 **E-MAIL ADDRESS:** RiskCerts@nfp.com
INSURED GLFENVI-01 GFL Environmental Holdings (US), Inc and its subsidiaries 26999 Central Park Blvd., Suite 200 Southfield MI 48076-4145	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** ACE American Insurance Company — 22667 **INSURER B :** Ironshore Specialty Insurance Company — 25445 **INSURER C :** XL Specialty Insurance Company — 37885 **INSURER D :** Starr Surplus Lines Insurance Company — 13604 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1230131150 **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 X OTHER: Loc/Project Agg	Y	Y	HDOG72486742	4/1/2021	4/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Designated Loc Agg	$ 4,400,000 $ 1,000,000 $ 10,000 $ 4,400,000 $ 20,000,000 $ 5,000,000 $ 4,400,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	ISAH25549776	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 4,400,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	CA00010960L121A	4/1/2021	4/1/2022	EACH OCCURRENCE AGGREGATE Limits shown in CND $	$ 20,000,000 $ 20,000,000 $
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLRC67806700 (AOS) SCFC67806748 (WI)	4/1/2021 4/1/2021	4/1/2022 4/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 5,000,000 $ 5,000,000 $ 5,000,000
B D	Contractors Pollution Equipment Including Leased/Rented			ICELLB8J95001 ITN11168921	4/1/2021 7/1/2021	4/1/2022 7/1/2022	Each Incident/Agg Limit Per Occurrence	$25,000,000 SELF INSURED

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

ITB-21-039

Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees, and volunteers are included as an additional insured in accordanc with the policy provisions of the General Liability Policy and Automobile Liability as required by written contract. General Liability and Automobile Liability evidenced herein is Primary & Non-Contributory to the other insurance available to the additional insureds, but only in accordance with the Policy Provisions. Waiver of Subrogation in favor of the additional insured(s) as allowed by law, as respects General Liability, Workers' Compensation/Employers Liability and Auto Liability in accordance with the policy provisions as required by written contract. Umbrella/Excess follows form over General Liability, Auto Liability and Employers Liability except in the case that there is a contradictory provision in the Umbrella Policy. Cancellation shall be provided in accordance with policy terms and conditions; endorsement attached. Certificate holder is included as an additional insured in accordance with the policy provisions of the Contracto See Attached...

CERTIFICATE HOLDER

Citrus County Florida
a political subdivision of the State of Florida
3600 W Sovereign Path
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: GFL - COI (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

AGENCY CUSTOMER ID: GLFENVI-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
NFP Property & Casualty Services(Primary Casualty)	GFL Environmental Holdings (US), Inc and its subsidiaries 26999 Central Park Blvd., Suite 200 Southfield MI 48076-4145
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Pollution Policy as required by written contract. Contractors Pollution Liability Policy evidenced herein is Primary & Non-Contributory to the other insurance available to the additional insureds, but only in accordance with the Policy Provisions. A Waiver of Subrogation is granted in favor of the additional insureds in accordance with the policy provisions of the Contractors Pollution Liability Policy as required by written contract.

Attachment: GFL - COI (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

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GFL EVIRONMENTAL HOLDINGS (US), INC.

American Waste Transfer Station, LLC
American Waste, Inc.
Baldwin Pontiac LLC
County Recycling, LLC
County Waste of Fredericksburg, LLC
County Waste of Pennsylvania, LLC
County Waste of Virginia, LLC
County Waste Southwest Virginia, LLC
County Waste, LLC
CWV Holdco, Inc.
EMA Development, LLC
GFL Earth Services, Inc.
GFL Environmental Real Property, Inc.
GFL Environmental Recycling Services LLC
GFL Environmental Services USA, Inc.
GFL Environmental USA Inc.
GFL Environmental USA Roll-Off Inc.
GFL Holdco (US), LLC
GFL North Michigan Landfill, LLC
GFL Slim Jim 2, LLC
GFL Slim Jim 3, LLC
Green Ridge Recycling and Disposal Facility, LLC
Hazar Bestos Corporation
J&E Recycling, LLC
Mead Holdings, LLC
North Andrews Employment Park, LLC
Northeastern Environmental, LLC
Northeastern Exploration, Inc.
Northern A-1 Industrial Services, L.L.C
Soil Safe of California, Inc.
Soil Safe, Inc.
South Andrews Employment Park, LLC
Spare Lots, LLC
SWD Specialties, LLC
WCA Waste Corporation
Wexford County Landfill, LLC
Wexford Water Technologies LLC
Wrangler Holdco Corp.

WASTE INDUSTRIES USA, LLC.

Alpine Disposal, Inc.
Bestway Recycling, Inc.
Black Creek Renewable Energy, LLC
ETC of Georgia, LLC
Five Part Development, LLC
GFL Everglades Holdings LLC
Haw River LandCo, LLC
L&L Disposal, LLC
Lakeway LandCo, LLC
Lakeway Sanitation & Recycling C&D, LLC
Lakeway Sanitation & Recycling MSW, LLC
Laurens County Landfill, LLC
Mountain States Packaging, LLC
Ponderosa LandCo, LLC
Red Rock Disposal, LLC
S&S Enterprises of Mississippi, LLC
Safeguard Landfill Management, LLC
Sampson County Disposal, LLC
Southeastern Disposal, LLC
Transwaste Services, LLC
Wake County Disposal, LLC
Wake Reclamation, LLC
Waste Industries Atlanta, LLC
Waste Industries of Delaware, LLC
Waste Industries of Maryland, LLC
Waste Industries of Pennsylvania, LLC
Waste Industries of Tennessee, LLC
Waste Industries USA, LLC
Waste Industries, LLC
Waste Services of Decatur, LLC
WI Burnt Poplar Transfer, LLC
WI High Point Landfill, LLC
WI Shiloh Landfill, LLC
WI Taylor County Disposal, LLC
Wilmington LandCo, LLC
Wimberly Hill, LLC

Attachment: GFL - COI (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

WCA WASTE SYSTEMS, INC.

6ish Holdings, Inc.
American Waste, LLC
Eagle Ridge Landfill, LLC
Emerald Waste Services, LLC
EWS Central Florida Hauling, LLC
Fort Bend Regional Landfill, L.P.
Freedom Waste Service, LLC
Grace Disposal Systems, L.L.C.
Jones Sanitation, L.L.C.
N.E. Land Fill, LLC
Pauls Valley Landfil, LLC
Royal Disposal and Recycle, LLC
Ruffino Hills Transfer Station, L.P.
Sooner Waste, LLC
Sunbelt Leasing Enterprises, LLC
Sunshine Recycling, Inc.
Town & Country Disposal Solid Waste Transfer Station, LLC
Town & Country Recycling, LLC
Town and Country Disposal of Western Missouri, LLC
Transit Waste, LLC
TransLift, LLC
TRex Auto Auction, LLC
V.F. Waste Services, LLC
Waste Corporation of Arkansas, LLC
Waste Corporation of Kansas, LLC
Waste Corporation of Missouri, LLC (WCA of Missouri, LLC)
Waste Corporation of Tennessee, LLC
Waste Corporation of Texas, L.P.
WCA – Kansas City Transfer, LLC
WCA Cares, Inc.
WCA Management Company, LP
WCA Management General, Inc.
WCA Management Limited, Inc.
WCA of Alabama, L.L.C.
WCA of Central Florida, Inc.
WCA of Chickasha, LLC
WCA of Florida, LLC
WCA of Oklahoma, LLC
WCA of St. Lucie, LLC
WCA Texas Management General, Inc.
WCA Waste Corporation
WCA Waste Systems, Inc.
WRH Gainesville Holdings, LLC
WRH Gainesville, LLC
WRH Orange City, LLC

GFL EVERGLADES HOLDINGS LLC

Advanced Disposal Services Zion Landfill, Inc.
Arbor Hills Landfill, Inc.
Chestnut Valley Landfill, LLC
Cobb County Transfer Station, LLC
Diller Transfer Station, LLC
Eagle Bluff Landfill, Inc.
Eagle Point Landfill, LLC
Emerald Park Landfill, LLC
GFL Illinois LLC
GFL Muskego LLC
GFL Pennsylvania LLC
GFL Solid Waste Midwest LLC
GFL Solid Waste Southeast LLC
Glacier Ridge Landfill, LLC
Greentree Landfill, LLC
Gwinnett Transfer Station, LLC
Hickory Meadows Landfill, LLC
Hoosier Landfill, Inc.
Land & Gas Reclamation, Inc.
Mallard Ridge Landfill, Inc.
Mobile Transfer Station, LLC
Montgomery Transfer Station, LLC
Mountainview Landfill, Inc.
Opelika Transfer Station, LLC
Renewable Energy – Eagle Point, LLC
Rolling Hills Landfill, Inc.
Sandy Run Landfill, LLC
Seven Mile Creek Landfill, LLC
Smyrna Transfer Station, LLC
Southern Alleghenies Landfill, Inc.
Stone's Throw Landfill, LLC
Tallassee Waste Disposal Center, Inc.
Turkey Trot Landfill, LLC
Welcome All Transfer Station, LLC
Containers by Reaves, LLC
Pine Hollow, Inc.
PH Land, LLC.
Reaves Wrecking Co. LLC.

Attachment: GFL - COI (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured GFL Environmental Holdings (US), Inc.			Endorsement Number 3
Policy Symbol ISA	Policy Number H25549776	Policy Period 4/1/2021 TO 4/1/2022	Effective Date of Endorsement 4/1/2021
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

Attachment: GFL - COI (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE

Named Insured			Endorsement Number
GFL Environmental Holdings (US), Inc.			13
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H25549776	4/1/2021 TO 4/1/2022	4/1/2021
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be ***in addition to*** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.

D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

Authorized Representative

Attachment: GFL - COI (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

POLICY NUMBER: ISAH25549776 Endorsement Number: 3

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance — Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

Attachment: GFL - COI (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

 0 Insurance Services Office, Inc., 2016

POLICY NUMBER: ISAH25549776 Endorsement Number: 30

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	GFL Environmental Holdings (US), Inc.
Endorsement Effective Date:	

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Attachment: GFL - COI (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

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POLICY NUMBER: HDOG72486742

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Attachment: GFL - COI (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

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ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT

Named Insured			Endorsement Number
GFL Environmental Holdings (US), Inc.			4
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G72486742	04/01/2021 TO 04/01/2022	04/01/2021
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Section II.2 – Who Is An Insured:

e. Any person or organization that you are required to include as an additional insured under this policy because of a written contract that:

1) Is in effect during this policy period; and
2) Was executed prior to the "occurrence" of the "bodily injury" or "property damage"; and
3) Qualifies as an "insured contract" as defined in this policy.

Any such person or organization is an additional insured only for "bodily injury" and "property damage" resulting from:

a. "your work" that you do for that additional insured pursuant to such contract; or
b. "your product" distributed or sold to that additional insured pursuant to such contract; and

such person is only an additional insured for "occurrences" taking place during the period of time required by such contract or until the end of the policy period, whichever is sooner.

However:

i) The insurance afforded to such additional insured only applies to the extent permitted by law; and

ii) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

x. The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and
y. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

Attachment: GFL - COI (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

Authorized Representative

Attachment: GFL - COI (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured GFL Environmental Holdings (US), Inc.			Endorsement Number 20
Policy Symbol HDO	Policy Number G72486742	Policy Period 04/01/2021 TO 04/01/2022	Effective Date of Endorsement 04/01/2021
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

Attachment: GFL - COI (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

Attachment: GFL - COI (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured			Endorsement Number
GFL Environmental Holdings (US), Inc.			19
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G72486742	04/01/2021 TO 04/01/2022	04/01/2021
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY COVERAGE

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.	CG 2026 (12/19)

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Authorized Agent

Attachment: GFL - COI (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

POLICY NUMBER: HDOG72486742

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization against whome you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Attachment: GFL - COI (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

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IRONSHORE
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 13

Policy Number: ICELLB8J95001 **Effective Date of Endorsement:** April 01, 2021
Insured Name: GFL Environmental USA, Inc

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED ENTITY PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

CONTRACTORS ENVIRONMENTAL LEGAL LIABILITY (CELL)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

SCHEDULE:

Designated Person(s) or Organization(s)
Where required by written contract

A. **SECTION II – WHO IS AN INSURED** is amended to specify the person or organization designated in the Schedule of this Endorsement above as a person or organization you agree to include as an insured in a written contract, written agreement or permit, but only with respect to **bodily injury**, **property damage** or **environmental damage** arising out of **your work**.

B. **SECTION IV – CONDITIONS**, Condition **16**. **Other Insurance**, Paragraph **a**. is amended to include the following:

With respect to other insurance issued to the person(s) or organization(s) designated in the Schedule of this Endorsement, this insurance will be primary and we will not seek contributions from any such other insurance.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED. M
Authorized Representative

Attachment: GFL - COI (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

IRONSHORE
A Liberty Mutual Company

IRONSHORE SPECIALTY INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 12

Policy Number: ICELLB8J95001
Insured Name: GFL Environmental USA, Inc

Effective Date of Endorsement: April 01, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following is added to the paragraph entitled **SUBROGATION** set forth in Section **VII. CONDITIONS**:
Notwithstanding anything to the contrary in this Paragraph, the Company hereby expressly waives any rights of subrogation against the following:

Where required by written contract

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

Specimen

Attachment: GFL - COI (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
GFL ENVIRONMENTAL HOLDINGS (US), INC. 26999 CENTRAL PARK BLVD SUITE 200 SOUTHFIELD MI 48076	Policy Number Symbol: WLR Number: C67806700
Policy Period 04/01/2021 **TO** 04/01/2022	Effective Date of Endorsement 04/01/2021
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM,TX and WI.

Authorized Representative

Attachment: GFL - COI (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

Workers' Compensation and Employers' Liability Policy

Named Insured GFL ENVIRONMENTAL HOLDINGS (US), INC. 26999 CENTRAL PARK BLVD SUITE 200 SOUTHFIELD MI 48076	Endorsement Number Policy Number Symbol: WLR Number: C67806700
Policy Period 04/01/2021 **TO** 04/01/2022	Effective Date of Endorsement 04/01/2021
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Agent

Attachment: GFL - COI (18335 : GFL Solid Waste Southeast LLC Security Bond Continuation Certificate for Bond No. 0791322)

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AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	EHEAEP CARES Contract 2020-2021 Amendment #3
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

Citrus County Support Services is currently in EHEAEP CARES 2020-2021 contract. The Emergency Home Energy Assistance for the Elderly (EHEAEP) Program provides funds to cover emergency heating or cooling costs for clients over 60 years of age. Clients are eligible to receive crisis assistance with their energy bill.

Community Services has assisted 118 clients to date with the EHEAEP CARES Act funds in the amount of $22,837.00

Amendment #3 increases the award amount from $23,483.10 to $24,975.46(an increase of $1,492.36).

There is no match requirement.

BUDGET IMPACT/FUNDING SOURCE:

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

No cash match required

RECOMMENDED ACTION:

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

ECA-20-CitCSS.A3

MID-FLORIDA AREA AGENCY ON AGING, INC., dba ELDER OPTIONS
AMENDMENT

EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM (EHEAEP)
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT

This **AMENDMENT** entered into by the **Mid-Florida Area Agency on Aging, Inc. dba Elder Options** (Agency), and **Citrus County, Florida**, (Contractor), amends contract **ECA-20-CitCSS**.

The purpose of this amendment is to amend funding, and to replace attachments. This amendment changes total contract funding to **$24,975.46** wherever stated throughout the contract.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Contract amount is hereby amended to read **$24,975.46** wherever stated throughout the contract.

2. Attachment II, Exhibit 2, Funding Summary is hereby replaced and attached hereto.

3. Attachment IX, Budget Summary is hereby replaced and attached hereto.

All provisions in the agreement and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the agreement.

This amendment and all of its attachments are hereby made a part of this contract.

IN WITNESS THEREOF, the parties hereto have caused this amendment to be executed by their officials as duly authorized, and agree to abide by the terms, conditions and provisions of the contract as amended. This amendment shall be effective on the last date that the amendment has been signed by both parties.

Citrus County, Florida	**Mid-Florida Area Agency on Aging, Inc. dba Elder Options**
SIGNED BY: _____	SIGNED BY: _____
NAME: Scott Carnahan	NAME: Kristen Griffis
TITLE: Chairman	TITLE: Chief Executive Officer
DATE: _____	DATE: _____

FEDERAL ID NUMBER: 59-6000548

Attachment: ECA-20-CitCSS.A3 (18404 : EHEAEP CARES Contract 2020-2021 Amendment #3)

ECA-20-CitCSS.A3

ATTACHMENT II - EXHIBIT 2
FUNDING SUMMARY (2020-2021)

Note: Title 2 CFR, as revised, and Section 215.97(5), F.S. require that the information about Federal Programs and State Projects including in Attachment II, Exhibit 1 be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

DUNS # 07-2548563

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
Emergency Home Energy Assistance for the Elderly Program – Coronavirus Aid, Relief, And Economic Security (CARES) Act	U.S. Department of Health and Human Services	93.568	$24,975.46
		TOTAL FEDERAL AWARD	**$24,975.46**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

FEDERAL FUNDS:
2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

STATE FINANCIAL ASSISTANCE SUBJECT TO SECTION 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL STATE AWARD			

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE

Section 215.97, F.S. & 215.971, F.S., Chapter 691-5, F.A.C., State Project Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

Attachment: ECA-20-CitCSS.A3 (18404 : EHEAEP CARES Contract 2020-2021 Amendment #3)

ECA-20-CitCSS.A3

ATTACHMENT IX

BUDGET SUMMARY

Emergency Home Energy Assistance for the Elderly Program (EHEAEP)

Coronavirus Aid, Relief, and Economic Security (CARES) Act

Citrus County Support Services

	Rate	Method of Payments	Budget
EHEAP Crisis Benefits*	$5,000.00	Cost Reimbursement	$24,975.46
Approved EHEAP Applications	$100.00	Fixed Rate	$0.00
		Total Contract Amount	$24,975.46

*Eligible households may be provided with more than one benefit, totaling no more than $5,000.00. The minimum number of individuals to be served crisis energy assistance may reflect duplicated consumers if a consumer receives multiple benefits.

Attachment: ECA-20-CitCSS.A3 (18404 : EHEAEP CARES Contract 2020-2021 Amendment #3)

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	United Way of Citrus County Amendment of Agreement
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

On January 5, 2021, the BOCC awarded United Way of Citrus County a total of $450,000 to provide, rent, mortgage, food, and utility assistance. An initial allocation was provided in the amount of $150,000 to be expended by August 31, 2021.

On August 24, 2021, the Board approved to extend the term of the Agreement for one year. The term of the amended Agreement shall expire on August 31, 2022.

BUDGET IMPACT/FUNDING SOURCE:

NO IMPACT ON COUNTY BUDGET.

RECOMMENDED ACTION:

Authorize the Chairman to execute the amended Agreement between United Way of Citrus County and Citrus County, Florida.

SECOND AMENDMENT TO AGREEMENT BETWEEN CITRUS COUNTY, FLORIDA AND UNITED WAY OF CITRUS COUNTY, INC. FOR DISBURSEMENT OF FUNDS TO PERSONS IMPACTED BY COVID-19

THIS SECOND AMENDMENT TO AGREEMENT, entered into this _____ day of _____ between Citrus County, Florida, a political subdivision of the State of Florida, herein called "Citrus County", and United Way of Citrus County, Inc., a nonprofit corporation whose business address is 1582 N. Meadowcrest Blvd., Crystal River, FL 34429, herein called "United Way".

WITNESSETH: in consideration of the mutual covenants and provisions herein, and for other good and valuable consideration, Citrus County and United Way agree as follows:

WHEREAS, the Coronavirus (COVID-19) emergency has caused disruption in Florida's economy leading to high rates of unemployment and business closures;

WHEREAS, many are in need of assistance with food, rental payments, mortgage payments and utility payments;

WHEREAS, on January 5, 2021, United Way and Citrus County entered into an Agreement ("the Agreement") to provide for the disbursement and expenditure of Funds to eligible Citrus County residents in need of assistance as a result of COVID-19;

WHEREAS, the term of the Agreement is set to expire on August 31, 2021;

WHEREAS, on August 24, 2021, the Board of County Commissioners of Citrus County, Florida, voted to extend the term of the Agreement for one year;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. The recitals stated above are true and correct and are incorporated herein.

2. Section C.5. of the Agreement is amended to provide as follows: The term of this Agreement shall expire on August 31, 2022.

3. All other provisions of the Agreement not otherwise amended herein shall remain in full force and effect.

Attachment: Amended Agreement United Way (18396 : United Way of Citrus County Amendment of Agreement)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ATTEST:

Witness:

Witness:

United Way of Citrus County, Inc.

BY _____
Authorized Corporate Signature

NAME: Meghan Pitzer
TITLE: Executive Director

ATTEST:

BY: _____
Angela Vick, Clerk

CITRUS COUNTY, FLORIDA,
a Political Subdivision of the State of Florida

BY: _____
Scott Carnahan, Chairman
Citrus County Board of County Commissioners

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____
Denise A. Dymond Lyn

DATE: _____

Attachment: Amended Agreement United Way (18396 : United Way of Citrus County Amendment of Agreement)

ADDITIONAL INFORMATION
ITEM E10 DATE 10-12-21

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	United Way of Citrus County Amendment of Agreement
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:
On January 5, 2021, the BOCC awarded United Way of Citrus County a total of $450,000 to provide, rent, mortgage, food, and utility assistance. An initial allocation was provided in the amount of $150,000 to be expended by August 31, 2021.

On August 24, 2021, the Board approved to extend the term of the Agreement for one year. The term of the amended Agreement shall expire on August 31, 2022.

BUDGET IMPACT/FUNDING SOURCE:
NO IMPACT ON COUNTY BUDGET.

RECOMMENDED ACTION:
Authorize the Chairman to execute the amended Agreement between United Way of Citrus County and Citrus County, Florida.

Attachment: Additional Informtion for item E10 (18396 : United Way of Citrus County Amendment of Agreement)

SECOND AMENDMENT TO AGREEMENT
BETWEEN
CITRUS COUNTY, FLORIDA
AND
UNITED WAY OF CITRUS COUNTY, INC.
FOR DISBURSEMENT OF FUNDS TO PERSONS IMPACTED BY COVID-19

THIS SECOND AMENDMENT TO AGREEMENT, entered into this _____ day of _____ between Citrus County, Florida, a political subdivision of the State of Florida, herein called "Citrus County", and United Way of Citrus County, Inc., a nonprofit corporation whose business address is 1582 N. Meadowcrest Blvd., Crystal River, FL 34429, herein called "United Way".

WITNESSETH: in consideration of the mutual covenants and provisions herein, and for other good and valuable consideration, Citrus County and United Way agree as follows:

WHEREAS, the Coronavirus (COVID-19) emergency has caused disruption in Florida's economy leading to high rates of unemployment and business closures;

WHEREAS, many are in need of assistance with food, rental payments, mortgage payments and utility payments;

WHEREAS, on January 5, 2021, United Way and Citrus County entered into an Agreement ("the Agreement") to provide for the disbursement and expenditure of $450,000 to eligible Citrus County residents in need of assistance as a result of COVID-19;

WHEREAS, on April 27, 2021, the Agreement was amended to provide that the total amount of funds available to United Way for disbursement was reduced to $400,000.

WHEREAS, on August 24, 2021, the Board of County Commissioners of Citrus County, Florida, voted to extend the term of the Agreement for one year;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. The recitals stated above are true and correct and are incorporated herein.

2. Section C.5. of the Agreement is amended to provide as follows: The term of this Agreement shall expire on August 31, 2022.

Attachment: Additional Informtion for item E10 (18396 : United Way of Citrus County Amendment of Agreement)

3. Upon execution of this Second Amendment to Agreement by Citrus County, the County will release to United Way the remaining $100,000 for disbursement and expenditure in accordance with the terms of the Agreement.

4. All other provisions of the Agreement not otherwise amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed by their duly authorized representatives.

ATTEST:

Witness:

Witness:

United Way of Citrus County, Inc.

BY: _____
Authorized Corporate Signature

NAME: Meghan Pitzer
TITLE: Executive Director

ATTEST:

BY: _____
Angela Vick, Clerk

CITRUS COUNTY, FLORIDA,
a Political Subdivision of the State of Florida

BY: _____
Scott Carnahan, Chairman
Citrus County Board of County Commissioners

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

DATE: _____

_____
Denise A. Dymond Lyn

Attachment: Additional Informtion for item E10 (18396 : United Way of Citrus County Amendment of Agreement)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Approve Addendum to Chamber Contract for Child Care to the YMCA
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

The Chamber has request that $30,000 be taken from the Work Force Expansion line item and given to the YMCA for child care services for employed parents that meet the qualifications. This Amendment, if approved, authorizes the Chamber to provide $30,000 to the YMCA for child care services for qualified working parents.

BUDGET IMPACT/FUNDING SOURCE:

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

No Budget Impact. Transferring money within an existing contract.

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Contract Amendment with the Chamber.

MODIFICATION TO AGREEMENT
BETWEEN
CITRUS COUNTY, FLORIDA
AND
CITRUS COUNTY CHAMBER OF COMMERCE, INC.

WHEREAS, Citrus County and the Chamber entered into an Agreement on February, 2021 in the amount of $350,000 to perform certain functions;

WHEREAS, the parties agree to modify said Agreement for the benefit of the Business and citizens of Citrus County.

NOW, THERFORE, in consideration of the foregoing, The parties hereto agree as follows:

A. Reduce the Rehire Furlough Employee Program by $30,000 and authorized Chamber to disperse funds to the Citrus County YMCA for use of working parents for Day Care for their children.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ATTEST:

Citrus County Chamber
of Commerce, Inc.

_____
Witness:

BY_____
Authorized Corporate Signature

_____
Witness:

Name: Josh Wooten
Title: Chief Executive Officer

ATTEST:

CITRUS COUNTY, FLORIDA
A Political Subdivision of the State of Florida

BY: _____
for Angela Vick, Clerk

BY_____
Scott Carnahan, Chairman
Citrus County Board of County Commissioners

DATE:_____

Attachment: Modification to Agreement Chamber (18486 : Approve Addendum to Chamber Contract for Child Care to the YMCA)

AGENDA MEMORANDUM

FROM:	David Pieklik, Economic Development Director
SUBJECT:	CORE addendum
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

Based on the direction of the County Commission, the initial agreement for the CORE center has been amended. This includes extending the center past the previously agreed upon 6-month trail phase, in addition to paying the remaining balance.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the addendum once the County Attorney's office has reviewed and updated per the Board discussion from the 9-14-21 BOCC meeting to extend the agreement for 6 months in addition to pay $30,000 balance to cover the remainder of the operations period.

ADDITIONAL INFORMATION
ITEM E12 DATE 10-12-21

AGENDA MEMORANDUM

FROM:	David Pieklik, Economic Development Director
SUBJECT:	CORE Balance Payout
AGENDA DATE:	October 12, 2021

BRIEF OVERVIEW:

Request the Board authorize the remaining $50,000 balance be paid out to the Citrus County Chamber of Commerce for operation of the CORE center for the first-year operations of the Center. The signed agreement in May 2021 stated the payments were to be semi-annual. However, the Chamber is facing depleted funds due to initial overhead from renovations and start-up costs, and this will cover operations until the end of the one-year agreement.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Payment of the remaining balance of $50,000 per the agreement to the Chamber.

Attachment: Additional Informtion for item E12 (18490 : CORE addendum)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	US98 Median Landscaping – SMW Oak Village
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

The Landscape Improvements approved by the Sugar Mill Woods Oak Village Homeowners Association (HOA) for US98 were completed and approved by the Florida Department of Transportation (FDOT) a year ago. Pursuant to an agreement between the County and the HOA, the on-going maintenance for the landscaping project is the responsibility of the HOA.

At the June 22, 2021, BOCC meeting, the Board discussed several options regarding the on-going landscape obligation.

1. Discuss requiring HOA to fulfill obligation of the County/HOA agreement.
2. Direct contractor to remove the landscape materials and restore/sod the median to pre-improvement condition.
3. Discuss establishing an MSBU for the US98 Sugar Mill Woods Oak Village landscaping project; approximately 3,241 lots.

The Board action was to require the HOA to fulfill the obligation of the County/HOA agreement.

The FDOT, the Landscape Architect, the Contractor and the County have completed their roles and responsibilities and on July 15, 2021, the landscaping project was conveyed to the HOA for on-going maintenance.

September 29, 2021, staff contacted the HOA advising the County has received notice from FDOT that they are receiving complaints about the landscaping on US98 and requested a schedule to address the needed maintenance.

As the HOA is not meeting their contractual responsibilities regarding the landscaping on US98, alternative options may need to be considered.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
N/A	N/A	N/A	N/A	N/A	N/A

RECOMMENDED ACTION:

Board discussion regarding landscaping on US98.

Lisa C. Townsend

Subject: FW: [EXTERNAL]FW: US 98 west of lone pine street

From: Walt Eastmond <WALT.EASTMOND@citrusbocc.com>
Sent: Wednesday, September 29, 2021 1:07 PM
To: Dave Quinn (quinndwq@tampabay.rr.com) <quinndwq@tampabay.rr.com>; Theresa Matos (Theresa@qualifiedproperty.com) <theresa@qualifiedproperty.com>
Cc: Meyer, James <James.Meyer@dot.state.fl.us>; Hines, Vicki <Vicki.Hines@dot.state.fl.us>; Montjoy, Anita <Anita.Montjoy@dot.state.fl.us>; Kidde, Michael <Michael.Kidde@dot.state.fl.us>; Bratcher, Randall P. <Randall.Bratcher@dot.state.fl.us>; Randy Oliver <Randy.Oliver@citrusbocc.com>; Brian C. Kauffman <Brian.Kauffman@citrusbocc.com>; Randall S. Olney <Randall.Olney@citrusbocc.com>
Subject: RE: [EXTERNAL]FW: US 98 west of lone pine street

Good afternoon Dave and Theresa – Hope you have been well.

We received notice from FDOT that they are receiving complaints about the landscaping on US98 (see email below). As noted in the attached letter dated September 1, 2021, from Mr. Oliver, County Administrator; the BOCC expects the Oak Village Association to honor their commitment to maintain the US98 landscaped areas. As requested by the DOT, please provide a schedule for addressing the needed maintenance.

Thank you,
Walt—
Citrus County
Engineering
9/29/21

From: Bratcher, Randall P. <Randall.Bratcher@dot.state.fl.us>
Sent: Monday, September 27, 2021 2:40 PM
To: Walt Eastmond <WALT.EASTMOND@citrusbocc.com>
Cc: Meyer, James <James.Meyer@dot.state.fl.us>; Hines, Vicki <Vicki.Hines@dot.state.fl.us>; Montjoy, Anita <Anita.Montjoy@dot.state.fl.us>; Kidde, Michael <Michael.Kidde@dot.state.fl.us>
Subject: [EXTERNAL]FW: US 98 west of lone pine street

WARNING: This email originated from an external Domain **DO NOT CLICK** unless you recognize the sender and know the content is safe.

Hello Walt,

I am receiving concerns\complaints regarding the landscaping on 98 (map below). Please get with you partners in this to get it back up to New condition as agreed upon.
Let me know of a schedule for completion.

THANK YOU

Attachment: US98 Median Landscaping – EMAIL (18463 : US98 Median Landscaping – SMW Oak Village)

Randall (Randy) Bratcher (DRVC)
District 7 Roadside Vegetation Coord.
Citrus, Hernando, Hillsborough
Pasco and Pinellas.
Mon – Thu. 7 – 4 / Fri. 7 – 1
813-975-6638 / Cell: 813-625-5039
11201 N. Mckinley Drive, MS 7-1200
Tampa, Florida 33612

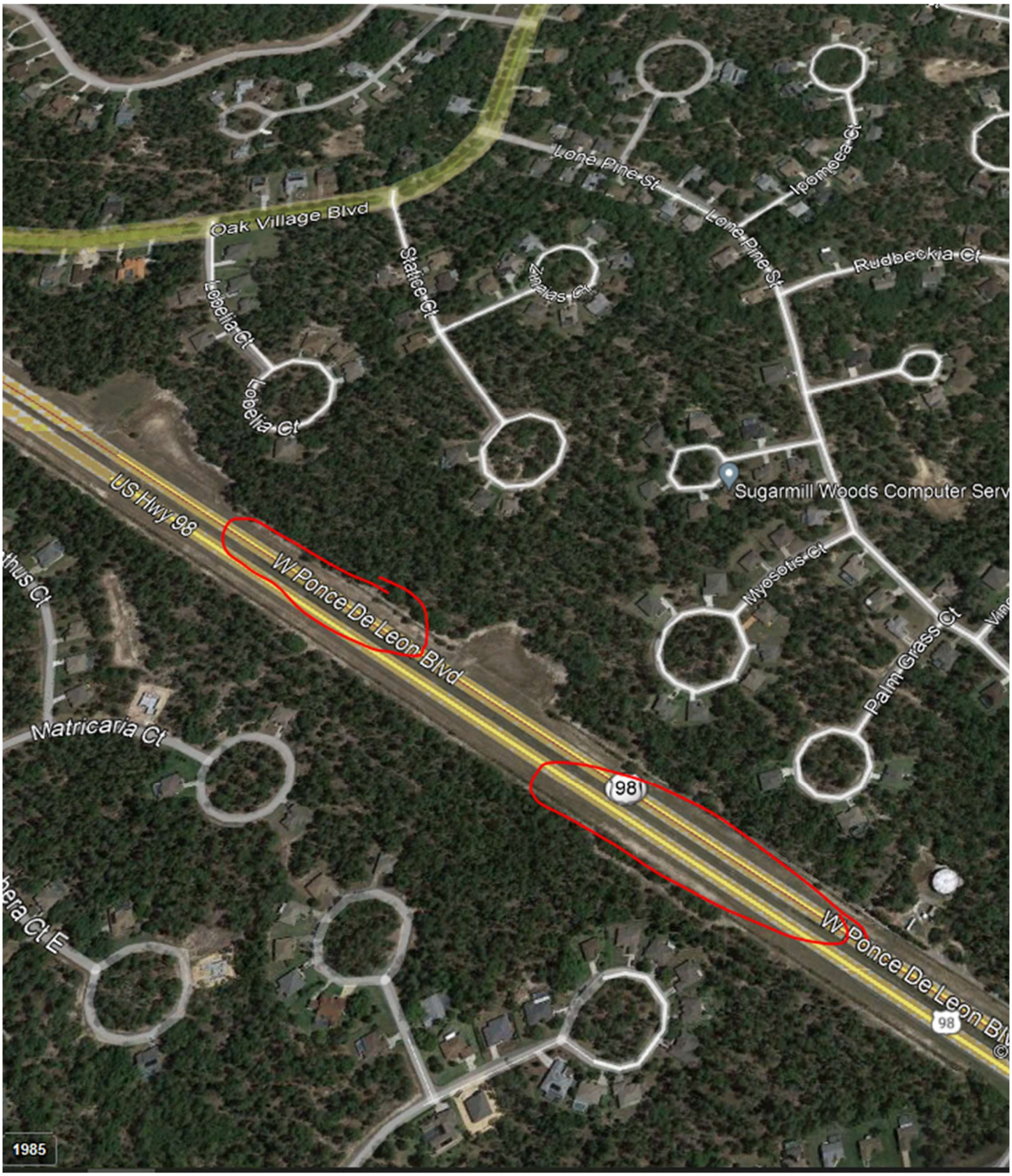
SAVES LIVES / LIVE TO SEE IT WORK.

From: Meyer, James <James.Meyer@dot.state.fl.us>
Sent: Monday, September 27, 2021 2:30 PM
To: Bratcher, Randall P. <Randall.Bratcher@dot.state.fl.us>
Cc: Hines, Vicki <Vicki.Hines@dot.state.fl.us>
Subject: US 98 west of lone pine street

Hi Randy

This landscaping is not being maintained properly. Did you send out a letter about this already?

Attachment: US98 Median Landscaping – EMAIL (18463 : US98 Median Landscaping – SMW Oak Village)



Attachment: US98 Median Landscaping – EMAIL (18463 : US98 Median Landscaping – SMW Oak Village)

ADDITIONAL INFORMATION
ITEM G1 DATE 10/12/21

Douglas A. Wright

From: Walt Eastmond
Sent: Monday, October 11, 2021 11:19 AM
To: Douglas A. Wright
Cc: Brian C. Kauffman; Randy Oliver
Subject: RE: Public Comment for Agenda Item: US 98 median project
Attachments: ITB# 19-092 US 98 Landscaping SMW.pdf; SMW - HOA APPROVAL - Bid Tabulation, Bids, Compliance: ITB 19-092 (RE-BID) US 98 LANDSCAPING PROJECT

Good morning Doug - The County has the landscape plans as well as the Oak Village HOA. The plants/plans were approved by the HOA and FDOT. Please note, that not all of the plant numbers and types were installed exactly per the plans. There were alterations during installation and was discussed with the DOT and both the County and HOA had no objection to the changes.

As far as the planting plans and plant selection, they were prepared by a landscape architect selected by the Oak Village HOA.

Please see the attached bid documents and email of HOA approving the project bid.

Please advise if you have any other questions.

Thank you,
Walt—
Citrus County
Engineering
10/11/21

-----Original Message-----
From: Douglas A. Wright <Douglas.Wright@citrusbocc.com>
Sent: Monday, October 11, 2021 10:34 AM
To: Walt Eastmond <WALT.EASTMOND@citrusbocc.com>
Cc: Brian C. Kauffman <Brian.Kauffman@citrusbocc.com>; Randy Oliver <Randy.Oliver@citrusbocc.com>
Subject: FW: Public Comment for Agenda Item: US 98 median project

Good morning,

Please see below citizen request for info. Not sure if we had the original plan on what was being planted in the median. Thanks

Doug

Doug Wright
Executive Assistant to the Board
(352) 341-6561 (office)
(352) 341-6584 (fax)
(352) 586-6271 (cell)

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

-----Original Message-----
From: No-Reply <No-Reply@citrusbocc.com>
Sent: Monday, October 11, 2021 10:20
To: comments <comments@citrusbocc.com>
Subject: Public Comment for Agenda Item: US 98 median project

Citizen Name : Roger Davis
Address : 13 Cosmos Ct E, Homosassa, FL 34446
Organization : SMW Oak Village resident

There is an outstanding question on whether or not the plants that were planted were the ones according to the plan. No one seems to have a copy of the original plan. SMW is being asked to maintain a median that is nearly impossible to maintain because of the kind of plants that were planted. It is prone to weeds and the weeds intermingle with thousands of tiny plants. There are many other plant combinations that would have avoided this debacle such as simply palm trees and mulch that could be walked around and sprayed. So I would like to know if what was planted is actually according to plan, and who it was that thought up this terrible combination of plants.

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

Douglas A. Wright

From: Oak Village <oakvillagemanager@qualifiedproperty.com>
Sent: Thursday, October 31, 2019 9:47 AM
To: Walt Eastmond
Subject: SMW - HOA APPROVAL - Bid Tabulation, Bids, Compliance: ITB 19-092 (RE-BID) US 98 LANDSCAPING PROJECT

WARNING: This email originated from an external Domain **DO NOT CLICK** unless you recognize the sender and know the content is safe.

Hi Walt, The committee has approved with a big Yes.
Thanks
Nola

From: Walt Eastmond
Sent: Friday, October 18, 2019 10:13 AM
To: Steve Wallace (swallace@drmp.com) ; Nola Leclair
Cc: Charlene F. Kuhn ; Sharon R. Watkins ; Linda L. Morse ; Vicki R. Austin
Subject: FW: Bid Tabulation, Bids, Compliance: ITB 19-092 (RE-BID) US 98 LANDSCAPING PROJECT

Good morning Steve and Nola – As we discussed, we received four bids for the US98 Landscape Project. The lowest responsive and responsible bidder is Nancy Weeks, Inc. with a base bid of $311,179.11 and a Contingency Amount (CA) of $75,000 for a Total Bid of $386,179.11.

We currently have $355,500.00 available for the project. With your (Steve & Nola) review and written concurrence of the bids, we will recommend the BOCC approve Nancy Weeks, Inc. as the lowest responsive and responsible bidder AND ask the BOCC to approve a CA deduction of $30,679.11 leaving $44,320.89 in the contract as the new CA amount.

Base Bid $311,179.11
+ New CA $ 44,320.89
Total $355,500.00

Steve – We will need DOT's written concurrence of the bids and approval to move forward with the project, to attach to our BOCC agenda. Please forward to DOT and advise we need their written approval to proceed.

Please advise if you have any questions.
Thank you,
Walt—
10/18/19

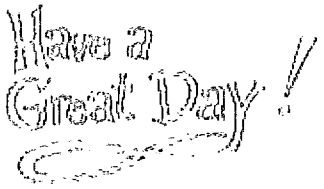
From: Vicki R. Austin <Vicki.Austin@citrusbocc.com>
Sent: Friday, October 11, 2019 12:19 PM
To: Walt Eastmond <WALT.EASTMOND@citrusbocc.com>
Cc: 'swallace@drmp.com' <swallace@drmp.com>; 'rruel@drmp.com' <rruel@drmp.com>; Linda L. Morse <LINDA.MORSE@citrusbocc.com>
Subject: Bid Tabulation, Bids, Compliance: ITB 19-092 (RE-BID) US 98 LANDSCAPING PROJECT

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

Walt,
Please find attached the Bids, Compliance and Tabulation for the above referenced project for your review and recommendation.

Regards,

Vicki Austin



Link: Citrus BOCC Purchasing & Bids

Purchasing Assistant / Management & Budget / Citrus County, Florida / 352-527-5228
3600 W. Sovereign Path / Ste 266 / Lecanto/ Florida / 34461 /www.citrusbocc.com /

All Possibilites are available right Now! There is a reality that hasn't been Realized yet.

"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."

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

INVITATION TO BID

ITB # 19-092

(RE-BID) US 98 MEDIAN LANDSCAPING PROJECT
US 98/SR700/West Ponce De Leon Blvd.
(From Tea Rose Street to Lone Pine Street)

Bid Due Date:
October 3, 2019

Advertised – September 1, 2019
Citrus County Chronicle

CITRUS COUNTY, FLORIDA
A political subdivision of the State of Florida
Department of Management & Budget
3600 W. Sovereign Path, Suite 266
Lecanto, Florida 34461

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Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

DEFINITIONS

"Addenda" means a written or graphic instrument issued by the County prior to the execution of the Agreement which modifies or interprets the Invitation to Bid by additions, deletions, clarifications, corrections or other type of modifications. Addenda will become part of the Contract Documents when the Agreement is executed.

"Agreement" means a legal document, executed by the County and the Successful Bidder. The Agreement, as amended from time to time, forms the Contract between County and the Successful Bidder setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.

"Apparent Low Bidder" means the bidder who has submitted the lowest Bid at the Bid Opening without correction of numerical discrepancies, consideration or alternates of determination of responsiveness and responsibility. The Apparent Low Bidder is not necessarily the Successful Bidder.

"Best value" means the highest overall value to the County based on factors that include, but are not limited to, price, quality, design, and workmanship.

"Bid" means a written response to this Invitation to Bid.

"Bid Documents" means the Invitation to Bid, inclusive of the plans and specifications.

"Bidder" means any person or firm (corporation, sole-proprietor, limited partnership, etc.) who submits a Bid in response to this Invitation to Bid.

"Contingency" means procedures approved by County as stated in Administrative Regulations

"Contract Documents" means the Invitation to Bid, including Addenda to such, the Agreement, including Amendments to such, General Terms and Conditions to the Agreement, Bidder's Bid, applicable plans and specifications, County's Minimum Insurance Requirements, Bidder's Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, , Notice to Proceed, County's Bonding Requirements, Bidder's Payment and Performance Bonds, Bidder's Representation and Certification Form, and any other forms or documents mailed or otherwise transmitted to the Bidder prior to or after the submittal of their Bid (including documentation mailed or otherwise transmitted by the Bidder prior to or after the Notice of Award), all of which are all to be treated as one in the form of the Contract Documents.

"Contractor" means Successful Bidder, in the context of the Invitation to Bid. In the context of the Contract Documents, Contractor means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Agreement with the County to perform the Services for the Project described in the Contract Documents. The Contractor will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Invitation to Bid.

"County" means Citrus County, Florida, a political subdivision of the State of Florida, its officers, employees, agents and volunteers.

"Direct Purchase" means County purchases materials, equipment and supplies directly from the Successful Bidder's supplier instead of through Successful Bidder, forgoing the payment of sales and use taxes.

"Final Completion/Finally Complete" means when all work is satisfactorily complete and approved/accepted by the County.

"Governmental Entity" means a political subdivision or agency of this state or of any state of the United States, including, but not limited to, state government, county, municipality, school district, nonprofit public university or college, single purpose or multipurpose special district, single-purpose special or multipurpose authority, metropolitan or consolidated government, separate legal entity or administrative entity, or any agency of the Federal Government.

"Invitation to Bid" means the contents of this solicitation and all supporting documents including Addenda to such, or other related information transmitted to Bidders.

"Lump Sum Bid" means the method of contracting upon which Contractor submits a single bid for all work, which includes all costs/overhead and profit, vs. bidding individual Pay Items.

"Minor Irregularity" means a variation from the Invitation to Bid terms and conditions which does not affect the price or give the Bidder an advantage or benefit not enjoyed by the other Bidder or does not adversely impact the interests of the County.

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

"Notice of Award" means a written notice submitted by the County notifying the Successful Bidder that they have been awarded the project.

"Notice of Commencement" means a written notice submitted by the County and recorded in the public records of Citrus County, notifying the public that the County has contracted with a Contractor to perform certain construction activities to a public works facility.

"Notice of Intent to Award" means a written notice submitted by the County notifying the Successful Bidder that the County intends to award the project to them contingent upon the Successful Bidder executing the Agreement and submitting any outstanding documents.

"Notice to Proceed" means a written notice issued by the County to the Successful Bidder fixing the date on which the Successful Bidder shall start the performance of the Services and the length of time for the completion of the Services, in accordance with the Contract Documents.

"Owner" means the individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

"Pre-Bid Conference" means a public meeting at which Bidders gather to obtain additional information as to the scope of Services required under the Invitation to Bid. If the pre-bid conference is mandatory, County will only accept Bids from those Bidders who attended the pre-bid conference.

"Public Opening" means the opening of the Bids and the announcing of the Bidders who submitted a Bid in response to the Invitation to Bid in the presence of the public.

"Recommendation of Award" means a written notification sent by way of facsimile or electronic e-mail to those who submitted a Bid in response to this Invitation to Bid advising them of the County's decision for its selection of the Successful Bidder and its intent to award to that Bidder.

"Responsible Bidder" means an entity that has the resources, skills, knowledge and financial ability to provide the Services specified in this Invitation to Bid.

"Responsive Bidder" means a Bidder who submits all documents required in accordance with the Invitation to Bid and complies with the requirements of this Invitation to Bid with no exceptions taken to such requirements.

"Services" means labor, materials, equipment, sub-contractors, supplies, insurance, bonds and any other incidental expenses required by the Bidder to execute and complete the requirements of the Services outlined in the Contract Documents, including those prescribed or implied.

"Sub-contractor" means an entity having a direct contract with the Contractor or with any other sub-contractor of the Contractor who will provide product(s) or service(s) for the performance of a part of the Services required under the Contract Documents under the sole control and direction of the Contractor.

"Substantial Completion" means stage or designated portion of a construction project that is sufficiently complete in accordance with a contract for the County to occupy and/or utilize it for its intended use, without undue interference.

"Successful Bidder" means the Bidder who the County awards an Agreement to for the provision of the Services specified in this Invitation to Bid.

"Timeline" means the list of critical dates and actions involved in the Invitation to Bid.

"Verified Total Base Bid" means the mathematical equations used to come up with the total base bid (i.e. Unit price multiplied by estimated quantity) have been verified to be true and that no mathematical errors exist. If said mathematical errors do exist the Purchasing Department shall use the corrected verified number as the "Total Base Bid" considered for award for each District.

"Verified Total Lump Sum Bid" means the mathematical equations used to come up with the total lump sum bid which has been verified to be true and that no mathematical errors exist. If said mathematical errors do exist the correct verified number verified by the County Purchasing Department shall be used as the "Total Lump Sum Bid" considered for award.

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Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

INSTRUCTIONS TO BIDDERS

Solicitation Overview

Citrus County, Florida ("County") invites interested parties to submit a Bid for the US 98/SR700/West Ponce De Leon Blvd from Tea Rose Street to Lone Pine Street Median Landscaping Project. The project will include setting up temporary maintenance of traffic in the median, clearing and prepping the median, placing topsoil, mulch, planting a variety of plant species (small plants/bushes), placing performance turf sod and providing the appropriate warranty for the plants to establish.

General

Bidders are encouraged to carefully review all the materials contained herein and prepare your Bid accordingly. The detailed requirements set forth below will be used to evaluate the Bids and failure of Bidder to provide the information requested for a specific requirement may render their Bid as non-responsive and result in being rejected.

Bidders shall carefully study and compare the information and documents presented in this Invitation to Bid to insure there are no conflicts, shall examine the site and local conditions, if applicable, and shall at once report to the Contact Person any errors, inconsistencies or ambiguities discovered.

County shall not be liable for any costs incurred by a Bidder in preparing or producing its Bid or for any service provided before execution of an Agreement.

All terms and conditions outlined in this Invitation to Bid, and any associated Addenda, shall become a part of the Agreement entered into between the County and the Successful Bidder.

Contact Person

All inquiries pertaining to this Invitation to Bid are to be directed to:

Linda Morse
Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path, Suite 266
Lecanto, FL 34461
Phone: 352-527-5413
Fax: 352-527-5424
Email: linda.morse@citrusbocc.com

Vicki Austin
Purchasing Assistant
Department of Management & Budget
3600 W. Sovereign Path, Suite 266
Lecanto, FL 34461
Phone: 352-527-5228
Fax: 352-527-5424
Email: vicki.austin@citrusbocc.com

CAUTION: In accordance with Section 287.057 (24) of the Florida Statutes, Bidders to this solicitation, or persons acting on their behalf, may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and legal holidays, any employee or officer of the County concerning any aspect of this solicitation, except in writing to the Contact Person noted above. Violation of this provision may be grounds for rejecting a response to this solicitation.

Questions/Additional Terms & Conditions/Variances/Exceptions

Bidders may submit questions about the meaning or intent of the Invitation to Bid to the Contact Person **in written format only and shall submit such on or before the deadline for questions listed in the Event Timeline.** Interpretations or clarifications considered necessary in response to such questions will be issued by a written Addendum. **Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.** Questions submitted shall not constitute formal protest of the specifications or of this Invitation to Bid.

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

Event Timeline

Bidders should review and become familiar with the Event Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of Bidder to check for any changes. All changes to the Timeline will be made through an addendum to this Invitation to Bid.

EVENT	DATE	TIME
Issue Invitation to Bid	September 1, 2019	
Deadline for Questions	September 23, 2019	4:00 PM
Bid Due Date and Time	**October 3, 2019**	**2:00 PM**
Public Opening Date and Time	**October 3, 2019**	**2:15 PM**
Board Approval and Award (subject to change)	June 10, 2019	

Public Opening of Bids

Sealed Bids shall be opened and read aloud publicly on **October 3, 2019 at 2:15 PM**. The public opening shall be held at the Lecanto Government Building, **Suite 180A**, 3600 W. Sovereign Path, Lecanto, Florida 34461.

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.

Submission of Bids

SEALED Bids are to be submitted on or before October 3, 2019 at 2:00 pm to:

Linda Morse
Citrus County BOCC
3600 W. Sovereign Path – Suite 266
Lecanto, Florida 34461

Bids are required to be submitted by U. S. Mail, Courier Service or Personal Delivery. **Bids submitted via facsimile or e-mail will be rejected.**

Should a Bid be delivered in person, it should be delivered to the receptionist desk at the address noted above. The Receptionist will ensure the Bid is logged and stamped with the appropriate date and time of delivery. A receipt can be provided to the delivery person, if required.

Bidders are to submit **one (1) unbound original and one (1) copy** of their Bid.

The outside of the mailing package must be marked with the following information:

- The words "BID ENCLOSED – (Re-Bid) US 98 Median Landscaping Project
- ITB # 19-092
- Name of the party submitting the Bid

If the mailing package is not properly marked and is opened in error, the Bid may be rejected.

Timeliness of Bid Submittal

County assumes no responsibility for Bids received after the due date and time, or at any location other than that specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather, or any other reason. **Bids received after the due date and time will be returned unopened, and will not be considered for selection. There will be no exceptions to this policy.**

Citrus County is not considered a "priority area" by some courier Services. It is the responsibility of Bidder to make sure their Bid is delivered by the due date and time. If the courier service chosen arrives after the due date and time, the actual delivery date and time will be recorded on the Bid envelope and it will be returned to Bidder as refused.

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

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 and Major Suppliers
⇒ Maintenance of Traffic Certification (MOT Certification)
⇒ Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion (375-030-32)
⇒ Certification for Disclosure of Lobbying Activities (375-030-33)
⇒ Conflict of Interest/Confidentiality Certification (375-030-50)
⇒ Drug-Free Workplace Program Certification (375-040-18)
⇒ Vendor Certification Regarding Scrutinized Companies (375-030-60)

Bid Form

Bidders must utilize the Bid Form included with this Invitation to Bid for submitting pricing information. No substitutes will be permitted. **All pages of the Bid Form must be submitted and completed.** Bids that do not comply with this condition are subject to rejection.

Bids shall be typed or printed in **BLACK** ink. Erasures, or the use of typewriter correction fluid or tape is acceptable, however, such corrections must be initialed by the individual signing the Bid Form.

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 line item, Bidder shall indicate such by entering "no charge".

The name of the individual signing the Bid Form must be printed below the signature. The address, telephone number and facsimile number for communications regarding the Bid must be indicated. Bids must be executed in Bidder's registered company name and be executed by an officer of the company who has the authority to bind the Bidder. The signature must be made in **BLUE** ink to show that it is an original. If the Bid Form is not executed, the Bidder's Bid will be rejected.

Bidders shall acknowledge receipt of all Addenda by filling in the numbers of the respective addenda on the Bid Form.

Bid Security (Required if total base bid or lump sum equals $100,000 or more)

Bids must be accompanied by a Bid Security made payable to Citrus County, Florida, in an amount of five percent (5%) of the Bidder's Bid Price in the form of a certified or cashier's check or a Bid Bond.

If Bidder is submitting a Bid Bond, it must be an original signed and sealed by the surety company issuing the Bond, as well as the Bidder. Copies and facsimiles of the Bid Bond will result in the Bidder being non-responsive and their Bid will be rejected. The Bond must be in the form prescribed in Section 255.05, Florida Statutes. The rating of the surety company must be an A.M. Best's Rating of A- or better. The surety company executing the Bond must be authorized to transact business in the State of Florida as a surety. The Attorney in-Fact who signs the bond must file with each bond a certified and effective date copy of their Power of Attorney.

The Bid Security of the Successful Bidder will be retained until an Agreement has been executed and the required Payment and Performance Bonds have been provided to the County, at which time the Bid Security will be returned. If the Successful Bidder fails to execute an Agreement and furnish the required Contract Security within the specified time after execution of an Agreement, the County may annul the award and the Bid Security of the Successful Bidder shall be forfeited.

County shall retain the Bid Security of the other Bidders until County enters into an Agreement with the Successful Bidder, or the **121st day** after the Bid Opening, whichever occurs first, at which time the Bid Security will be returned to the other Bidders.

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

Bidder's Representation and Certification Form

Bidders are required to submit with their Bid an executed Bidder's Representation and Certification Form. The signature must be made in **BLUE** ink.

Certificate of Insurance

Bidders are to submit a copy of their certificate(s) of insurance evidencing policies and limits of insurance that they currently have in force.

Once ALL paperwork is completed and received by the County for award, an email will be sent to Successful Bidder asking Successful Bidder to register online with myCOI. It is critical that Successful Bidder provides the County 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 Successful Bidder's insurance agent(s). This information must be available at the time of registration. Once Successful 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 Successful Bidder's Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Successful 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 Successful Bidder's insurance agent(s).

Licenses and Certifications

Bidders are required to submit with their Bid copies of their licenses and certifications as applicable to this Invitation to Bid. Please note that Citrus County does not automatically issue licenses based on "reciprocity" from another County. Bidders, who possess a "registered" license in a county other than Citrus County, will be required to obtain a "competency card" from the Citrus County Licensing Board in order to be awarded a contract. Bidders can call the Citrus County Building Department / Division of Licensing for more information at (352) 527-5332.

Bidders must comply with Chapter 607, Florida State Statutes, entitled "Corporations" to transact business in the State of Florida. Bidders must have the proper licenses and/or certifications in accordance with the State of Florida's regulations governing the provision of the Commodities outlined in this Invitation to Bid. Furthermore, Bidders must also comply with the policies, codes and regulations of Citrus County for conducting business in County. By submitting a Bid, Bidder represents and warrants that they and their sub-contractors, if applicable, have the required licenses and certifications.

Bidder's Qualification Statement

Bidders are required to submit with their Bid an executed Bidder's Qualification Statement. The signature must be made in **BLUE** ink.

To demonstrate that the Bidder is qualified to perform the Work covered under this Invitation to Bid, Bidder must include any and all documents and other information to substantiate the qualifications noted, such as: licenses, references for similar work, present commitments and other such data as required in the Bid Documents.

Bids must contain evidence of Bidder's qualification to do business in the State of Florida or covenant to obtain such qualification prior to award of the contract. Bidders must comply with the Chapter 607, Florida Statutes, to transact business in the State of Florida. If the Successful Bidder is not in compliance with such, they shall have fourteen (14) calendar days from receipt of a Notice of Intent to Award to obtain the required certificate of authority from the State of Florida and produce a copy of such to the Contact Person.

Bidders shall have all licenses, certifications and/or permits required by Federal, State, and Local Statutes, Regulations, and/or Ordinances for performing the Work specified in the Bid Documents at the time of Bid submittal. Additionally, Bidders must comply with regulations policies, codes and regulations of Citrus County, Florida for conducting business in Citrus County.

By submitting a Bid in response to this Invitation to Bid, Bidder represents and warrants that they have the necessary licenses and/or certifications required to perform the Work covered under this Invitation to Bid, or will obtain such prior to award of Contract.

List of Sub-contractors and Major Suppliers

Bidders are required to submit with their Bid a list of proposed sub-contractors and major suppliers.

All sub-contractors and major equipment/material suppliers proposed by Bidder for the performance of the Work covered under this Invitation to Bid are subject to the approval of County. County reserves the right to reject any and all proposed sub-contractors and major equipment/material suppliers listed by the Bidder and bears no responsibility

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or liability to the Bidder or its proposed sub-contractors and major equipment/material suppliers for any commitments made between them regarding the performance of the Work covered under this Invitation to Bid.

Bidders shall furnish the names and responsibilities of those sub-contractors and major equipment/material suppliers they propose to use on the project on the "Sub-contractors and Major Suppliers List" included with this Invitation to Bid. No changes to this list shall be made after the deadline for submitting the Bid without prior written approval by County. If County has reasonable objection to any proposed sub-contractor or major equipment/material supplier, County reserves the right, before giving Notice of Intent to Award, to request the apparent Successful Bidder to submit an acceptable substitute without an increase in Successful Bidder's Bid price. If apparent Successful Bidder declines to make any such substitution, County may make the award to the next lowest Bidder that proposes to use sub-contractors and major equipment/material suppliers, who are acceptable to County.

County reserves the right to request from the apparent Successful Bidder, all pertinent data, including but not limited to, the following information about the proposed sub-contractors and major equipment/material suppliers: name as registered with the State of Florida, Federal Employer Identification Number, address and phone number, State registration or license number, and such other information as deemed relevant by County for evaluating the qualifications and experience of the proposed sub-contractors and major equipment/material suppliers. If requested by County, Bidder shall also provide an experience statement with pertinent information regarding similar services and other evidence of qualification for each proposed sub-contractor and equipment/material supplier.

All proposed sub-contractors shall be properly certified, registered or licensed by the appropriate governmental authority (as applicable) for the Work to be performed, prior to the submittal of the Bid. Proposed sub-contractors shall have successfully completed work comparable to that which is noted within the Bid Documents, and be qualified both technically and financially to perform the Work for which they are listed.

Bid Pricing

Bid Pricing shall be firm until an award is made. Bid Pricing shall include such amounts, as Bidder deems proper, for all labor, materials, supplies, equipment, sub-contractors, insurance, bonds, overhead, profit and any other costs to provide the Services as noted in this Invitation to Bid. The Bid Pricing shall include all applicable sales and use taxes.

Bids must have pricing for each line item and the Total Base Bid Price, as indicated on the Bid Form. A separate price shall be indicated for each alternative, if applicable. The price of the Bid for each alternative shall be the amount to be added to or deducted from the amount of the Base Bid if County selects the alternative. Bid alternatives, if any, will be evaluated and may or may not be awarded at the sole discretion of County. Bid alternatives may be awarded separately or in combination as deemed to be in the best interest of County.

Discrepancies in the multiplication of units and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Commencement and Completion of Services

Bidder shall commence the Services on the date on which a Notice to Proceed is received by Bidder. Within ten (10) days after receipt of a Notice to Proceed, Bidder shall begin ordering materials and equipment required for the project and shall reach Substantial Completion within one hundred and fifty (150) calendar days after receipt of a Notice to Proceed and shall reach Final Completion within one hundred and eighty (180) calendar days after receipt of a Notice to Proceed. Bidder will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between Bidder 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.

Liquidated Damages

If the Services covered under this Invitation to Bid do not reach Final Completion within the 180 calendar days, plus any extensions thereof, the County could incur additional expenses. Since these expenses are difficult to prove in a legal or arbitration proceeding, instead of requiring any such proof, the Successful Bidder shall agree that as liquidated damages for any delays (but not as a penalty) they shall pay the County the amount calculated based on FDOT Standard Specifications Road and Bridge Construction, 2019 Edition, which shall be one thousand, two hundred forty one dollars ($1,241.00), for each calendar day that expires after the time specified herein, plus any extensions thereof. Sundays and legal holidays shall be excluded in determining days in default. Successful Bidder 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 Successful Bidder 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 Successful Bidder, including but not restricted to, acts of God, or of the public enemy, acts of

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County, acts of another contractor in the performance of a contract for County, fires, floods, epidemics, quarantine restrictions, 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.

Required Warranty

Successful Bidder shall provide a one (1) year minimum warranty period, or longer period as specified in the construction plans, on materials, equipment and workmanship, starting from the date of substantial completion of the project.

Contract Security / Payment and Performance Bonds

If total Base Bid or lump sum should equal $100,000 or more, Successful Bidder will be required to procure Payment and Performance Bonds, each in the amount of one hundred percent (100%) of their Bid plus Alternate Pricing, for the faithful performance of the Contract. After Notice of Award and execution of an Agreement, **the Successful Bidder shall have ten (10) calendar days to provide the Performance and Payment Bonds to the County.**

Successful Bidder will be responsible for recording the Payment and Performance Bonds in the public records of Citrus County. Once recorded, the Successful Bidder shall deliver a certified copy of the Bonds and a receipt from the Clerk of Court, confirming that the Bonds have been recorded, to the County.

The bonds must be in the form prescribed in Section 255.05, Florida Statutes, with the surety's bond number to be listed on the front page of the bond. The rating of the surety company must be 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 as a surety. The 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 the Contractor, the Surety Company and the County's name (Owner) as "Citrus County, Florida". The bond must indicate the Bid Number, a general description of the project, and the address where the work will take place.

ADDITIONAL INFORMATION

Signing of the Agreement

When County gives a Notice of Intent to Award to Successful Bidder, it will be accompanied by an unsigned Agreement. **Within ten (10) calendar days thereafter Successful Bidder shall execute and deliver to County the Agreement, along with a certificate of insurance that shows policies, limits and other conditions in compliance with that outlined in the Invitation to Bid.** Upon award and execution of the Agreement by the County, one executed copy of the Agreement shall be delivered to the Successful Bidder.

Responsiveness of the Bid and Disqualification

A responsive Bid is one that complies with and conforms to the requirements of this Invitation for Bid. A Bid requiring changes to any portion of this Invitation for Bid may be considered non-responsive. Also, a Bid that fails to comply with the criteria outlined in this Invitation for Bid may be deemed non-responsive.

A Bid may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, (4) improper and/or undated signatures, and (5) failure to submit an original Bid Bond, if applicable.

Other conditions which shall cause rejection of the Bid, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Bidder) more than one Bid, (2) evidence of collusion among Bidders, (3) obvious lack of experience or expertise of the Bidder to perform the Services, (4) failure to perform or meet financial obligations for previous contracts with the County, (5) falsification of any form required by the County, or (6) not having valid and appropriate local, state or federal certifications and/or licenses necessary to perform the Services.

County may conduct such investigations as County deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidder and their proposed sub-contractors. County reserves the right to seek clarifications and/or request any information deemed necessary for proper evaluation of Bids from all Bidders.

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

List of Bidders

A list of Bidders, along with their pricing, will be posted on the ONVIA-Demand Star® within ten (10) days after the Public Opening date. The list of Bidders can also be obtained by contacting the Contact Person. **The County will not provide a list of Bidders by telephone.**

Examination of Bid Documents and Project Site

It is the responsibility of the Bidder to (1) examine the Bid Documents thoroughly, (2) visit the project site to become familiar with local conditions that may affect cost, progress, or performance of the Services, (3) consider Federal, State and Local Laws and Regulations that may affect cost, progress, or performance of the Services, (4) study and carefully correlate Bidder's observations with the Bid Documents, and (5) notify the Contact Person of all conflicts, errors or discrepancies in the Bid Documents prior to submitting a formal Bid.

If reports of explorations and tests of subsurface conditions at the project site are conveyed to Bidder by County, Bidder may rely upon the accuracy of the technical data contained in such reports but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for the purposes of bidding or performance of the Services.

Information and data reflected in the Bid Documents with respect to underground facilities at or contiguous to the project site is based upon information and data furnished to County by owners of such underground facilities or others, and County does not assume responsibility for the accuracy or completeness thereof.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Bid Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easement for permanent structures or permanent changes in existing structures is to be obtained and paid for by County unless otherwise provided in the Bid Documents.

Before submitting a Bid, it shall be the Bidder's responsibility to request from the County or to obtain on their own any additional information and/or data which the Bidder deems necessary for preparing their Bid so as to be informed of anything that may affect the cost, progress, or performance of the Services in accordance with the time, price and other terms and conditions noted in the Bid Documents.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with all of the requirements of this Article, that without exception their Bid is premised upon performing the Work required by the Bid Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Services.

Addenda

Any Addenda issued in relation to this Invitation to Bid will be transmitted by way of posting such on the ONVIA-Demand Star® e-procurement sourcing website, which can be accessed at the following address:

http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=10180

Addenda can also be posted on the Citrus County Public Bids website, which can be accessed at the following address:

https://www.citrusbocc.com/managebudget/purchasing/public-bids.htm

It is Bidder's responsibility to be aware of any addenda that might have a bearing on their bid before the Bid is due. Bidders shall acknowledge receipt of any and all addenda in the Bid Form. In the event a Bidder fails to acknowledge receipt of such addenda, their Bid will be construed as though they have received such addenda, and the submission of a Bid will constitute acknowledgement of the receipt of same. All addenda will become a part of the Bid Documents and Bidder will be bound by such, whether or not received by Bidder.

Modification / Withdrawal of Bid

Bidders have the right to modify or withdraw their Bid without cause or liability whatsoever at any time prior to the Bid submittal due date and time. Such requests must be made to County in writing.

Modified or withdrawn Bids may be resubmitted, in accordance with the instructions in this Invitation to Bid up to the Bid submittal due date and time.

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Tie Bids

Should there result a tie Bid between two or more Bidders, County shall initiate the following actions:

- Award to Bidder who is a Disadvantaged Business Enterprise as registered with the State of Florida
- Draw lots or flip a coin, or
- Reject all Bids and re-solicit the service.

Less Than Two Bids Received

If less than two Bids are received, County may negotiate the best terms and conditions with that Bidder, or reject the Bid and re-solicit the Service.

Next Low Bidder

In the event of default by the Awarded Bidder, County reserves the right to utilize the next lowest Bidder as the new Awarded Bidder. In the event of this occurrence, the next lowest Bidder, if it wishes to accept the award, shall be required to provide the bid items at the prices as contained in its bid for the commodity noted in this Invitation to Bid.

Split Bids

When in the best interest of County, an award of a Bid may be made on the basis of each Schedule, or group of Schedules, to the lowest, most responsive and responsible Bidders who's Bid meets the requirements of this Invitation to Bid.

Workforce Labor

County believes that the hiring of workforce labor by Bidders who County awards contracts to should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CareerSource CLM of all awards involving construction and other types of services. CareerSource CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Successful Bidder will be contacted by CareerSource CLM, to discuss hiring through its staff and services. Successful Bidder'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.

Rights of the County

County reserves the right to debar or suspend, for no longer than three (3) years, a Bidder from any solicitation process should it be discovered that (1) Bidder was in violation of any of the issues listed in the "Bidder's Representation And Authorization Form", (2) Bidder has shown a recent record of failure to perform or of unsatisfactory performance under any existing or past contracts with County, provided such failure was not caused by acts beyond the control of Bidder, or (3) County became aware of anything concerning Bidder that was found to be so serious and compelling as to affect responsibility of Bidder, including debarment or suspension by another governmental entity. County will not exercise this right until after written notice has been given to Bidder and reasonable opportunity has been given for Bidder to be heard. The decision of debarment or suspension shall be final and conclusive, unless fraudulent, or Bidder commences an action in court.

Bid Evaluation and Award

County reserves the right to (1) cancel this Invitation to Bid, (2) reject any or all Bids, (3) waive any or all irregularities in the Bids, (4) modify the scope of the Work, (5) waive any minor departure from the specifications, or (6) disregard all nonconforming, non-responsive, unbalanced or conditional Bids, as long as such does not give Bidder an advantage or benefit not enjoyed by the other Bidders or does not adversely impact the interests of County. County reserves the right to re-advertise the Invitation to Bid, when it is in the best interest of County. County also reserves the right to reject the Bid of any Bidder if County believes that it would not be in its best interest to make an award to that Bidder, whether because the Bid is non-responsive, the Bidder is unqualified or of doubtful financial ability or Bidder fails to meet any other pertinent standard or criteria established by County.

In evaluating Bids, the County shall consider (1) the qualifications of Bidders, (2) whether or not the Bids comply with the prescribed requirements, (3) such alternates, unit prices and other data, as may be requested in the Invitation to Bid, (4) the qualifications and experience of the Bidder's proposed sub-contractors and major equipment/material suppliers, (5) any additional terms and conditions, exceptions or variances stipulated by Bidder, and (6) operating costs, maintenance requirements, performance data, warranties and guarantees.

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County may conduct such investigations as County deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders and their proposed sub-contractors and major equipment/material suppliers to County's satisfaction. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Bids from all Bidders deemed eligible for contract award. Failure to provide requested information may result in rejection of the Bid.

If award of the Bid is to be made, it shall be made to the lowest most responsive and responsible Bidder whose evaluation by County indicates that the award will be in the best interest of the County or the Project. County shall give the Successful Bidder a Notice of Intent to Award by way of facsimile or e-mail to the Successful Bidder, however, no contract shall be formed between the Successful Bidder and County until County signs the Agreement.

Estimated Quantities

Estimated quantities are given only as a guideline for preparing a Bid in response to this Invitation to Bid. Actual quantities may vary from the estimates given and are dependent upon the needs of County and the availability of funds. If unit pricing is being requested for Services, the unit pricing shall remain as accepted at Contract award. If more or less quantities are not acceptable, Bidder must note on the Bid Form "PRICING IS FOR SPECIFIED QUANTITY ONLY."

Manufacturer's Name and Approved Equivalents

Unless the Bid Documents state otherwise, Bidder's price is to be based on the materials or equipment as described in the specifications without consideration of possible "substitute", "or-equivalent", or "or equal" items.

Whenever it is indicated in the specifications that a "substitute", "or-equivalent", or "equal" material or equipment may be furnished, Bidder may submit such "substitute", "or-equivalent", or "or equal" item as an Alternate to that specified, which the Bidder must clearly state in their Bid. In doing so, the Bidder must also submit with their Bid a side-by-side comparison of such "substitute", "or-equivalent", or "equal" material or equipment to the material or equipment specified. The County will evaluate such "substitute", "or-equivalent", or "or equal" material or equipment and make a determination as to whether it is in fact a "substitute", "or-equivalent", or "equal" material or equipment. Any decision made by the County, whether adverse or not, shall be final and conclusive.

Acceptance of Bid Content

The submission of a Bid in response to this Invitation to Bid shall be considered as a representation that (1) Bidder has carefully investigated all conditions that affect, or may at some future date, affect the provision of the Services covered by this Invitation to Bid and (2) Bidder is fully knowledgeable and possesses the skills to provide the Services covered under this Invitation to Bid.

Contents of the Bid submitted by a Bidder, including any special terms and conditions, variances, and exceptions that may be agreed to by County, shall become the basis for contractual obligations if award is made to the Bidder.

Conflict of Interest

Bidder shall disclose in their Bid the name of any officer, director, employee or other agent who is also an employee of the County. Bidder shall also disclose the name of any County employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's company or its affiliates.

Any Bidder or their proposed sub-contractors who are currently involved in a contract with the County that may have a potential or actual conflict of interest regarding this solicitation shall be required to submit such information with their Bid, which shall include sufficient details regarding the actual or potential conflict of interest to allow County to evaluate the Bid, including but not limited to existing contracts that Bidder has with County that may conflict with the Services being provided pursuant to this Invitation to Bid. Failure to do so may result in an adverse determination by County. County also reserves the right to request additional information regarding such a conflict of interest.

County will determine whether Bidder or their proposed sub-contractor has a conflict of interest that will interfere with Bidder's ability to provide the Services outlined in this Invitation to Bid and notify Bidder of the determination.

Bidder, or any of its employees, including any proposed sub-contractors or major equipment/material suppliers, shall not enter into any contract with County or any other governmental entity during the term of any contract covered under this Invitation to Bid that would create or involve a conflict of interest or the appearance of a conflict of interest with the Services noted in the Invitation to Bid.

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Documentation Become the Property of the County

All documentation produced as part of this Invitation to Bid, inclusive of documentation submitted in response to this Invitation to Bid shall become the exclusive property of County. Documentation may not be removed by the Bidder or their agent, and will not be returned to the Bidder.

Review of Bidder's Facilities and Bid

Prior to issuance of a Notice of Award, County reserves the right to perform or have performed an on-site review of Bidder's facilities, their qualifications, as well as documentation provided of any Bidder. This review will serve to verify data and representations submitted by Bidder and may be used to determine whether Bidder has an adequate, qualified, and experienced staff that can provide the necessary resources and perform the Services covered under this Invitation to Bid. Should County determine that (1) the Bid or subsequent documentation submitted by the Bidder has material misrepresentations, or (2) size or nature of Bidder's resources, or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory performance, or (3) County ascertains other bases for concern as to Bidder's ability to perform the Services, County has the right to reject Bidder's Bid.

Financial Strength

Prior to award of a contract, County reserves the right to request financial information from the Successful Bidder to assist County in further review of that Bidder's qualifications and capabilities and to verify whether Bidder has adequate financial capacity to meet the requirements of the Invitation to Bid. Financial information provided shall be for the current and previous two years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.

Clarifications

Before contract award, County reserves the right to seek clarification from Bidders to properly evaluate their Bid.

Drug-Free Workplace

County has a "zero tolerance" policy concerning the use of drugs and alcohol in the workplace. The Successful Bidder will be required to comply with such policy and ensure that its employees and the employees of its sub-contractors follow and comply with such policy.

Public Records Act

Bidders should make themselves familiar with Chapter 119 of the Florida Statutes concerning availability of public records. Section 119.071, Florida Statutes, provides that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Bidders will not be able to procure a copy of their competitor's Bids until an intended decision is reached or 30 days has elapsed since the time of the Bid opening. In accordance, Bid Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 3600 W. Sovereign Path, Suite 283, Lecanto, Florida. To request copies, visit our public records request portal:

https://www.citrusbocc.com/public-records-request.htm

Florida law generously defines what constitutes a public record and under Chapter 119 of the Florida Statutes, all Bids are to be made available by County for viewing by the general public. If a Bidder believes that their Bid contains information that should not be a public record, the Bidder shall clearly segregate and mark that information as **"Confidential"** and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. Any documents given to the Successful Bidder as part of performing the Services covered under this Invitation to Bid shall not be sold or distributed to third parties without the written consent of County. The Successful Bidder will be required to retain a copy of these documents for a minimum of three (3) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Bidder in conjunction with the Services, unless exempt from Section 24(a) of Article I of the Florida Constitution and Section 119.07(1) of the Florida Statutes, shall be made available for public access. Should the Successful Bidder refuse to allow such access, County has the unilateral right to cancel the Award.

Bidders should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) and public records laws (Chapter 119 of the Florida Statutes) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.

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Protests

Any Bid award recommendation may be challenged on the grounds of material irregularities in the procurement procedure or in the scoring of the Bid. Any person who submits a Bid, but is not recommended for award of the contract, may protest such decision in strict compliance with this section. Failure to follow the Solicitation Protest Procedures within the time frames prescribed herein shall constitute a waiver of such protest and any resulting claims.

1. Notice of Intent to File a Protest. Any person who wishes to file a protest hereunder must file a Notice of Intent to File a Protest ("Notice"), in writing, with Department of Management & Budget ("DMB") within 72 hours of the public opening for Invitations to Bids. Such Notice is considered filed when it is received by DMB. A copy of the Notice must also be provided to the apparent best Bidder. The Notice shall include the name and address of the protester, county Bid number and title, the grounds upon which it is based, and must clearly indicate it is a Notice of Intent to File a Protest.

2. Formal Protest. Within five (5) business days after the filing of the written Notice of Intent to File a Protest, a formal protest must be filed with DMB. The formal protest is considered filed when it is received by DMB. A copy of the formal protest must also be provided to the apparent best Bidder. The formal protest shall include the following:

    a. County Bid number and title.
    b. Name and address of the protester.
    c. Concise statement of the facts alleged and of the rules, regulations, ordinances, statutory or constitutional provision, or other legal authorities entitling the protester to the relief requested.
    d. Specifically request the relief to which the protester deems themselves entitled.
    e. Any other relevant information that the protester deems to be material to the protest.

3. Protest Bond. Each formal protest must be accompanied by a protest bond in the form of a certified check, cashier's check, or money order made payable to Citrus County, Florida in an amount not less than five percent (5%) of the protester's Bid submitted to County. If protester prevails, bond shall be returned to protester. However, if after completion of the Solicitation Protest Procedures, County denies the protest, bond shall be forfeited to County.

4. Stay of Procurement. Once a formal protest is timely filed, DMB shall stay the award of the contract unless County Administrator determines that delaying the award of the contract will adversely impact substantial interests of County.

5. Review of Protest by DMB. Within ten (10) business days of the filing of the formal protest, DMB Director shall issue a written determination, including the rationale for reaching such a determination. The written determination shall also inform the protester of his/her right to appeal DMB Director's decision to County Administrator.

6. Appeal of DMB Determination. The protester may appeal DMB Director's determination, in writing, to County Administrator no later than five (5) business days after receipt of DMB Director's determination.

7. Final Determination of County Administrator. Within seven (7) business days of the filing of the appeal, County Administrator, upon consulting with County Attorney, shall issue a final determination. The decision of County Administrator will be final.

Solicitations or Awards in Violation of Law

If prior to Award it is determined that this Invitation to Bid or proposed Award is in violation of law, then this Invitation to Bid or Award shall be cancelled, or revised to comply with the law.

If after Award, it is determined that this Invitation to Bid or the Award is in violation of law, then the Award may be ratified and affirmed, provided it is determined that doing so is in the best interest of County, or the Award may be terminated and the Successful Bidder shall be compensated for the actual expenses reasonably incurred had Award been made final.

E-Verification System

Bidder shall comply with the Executive Order No. 12989 as amended, and Executive Order No. 11-116. Bidder agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://everify.uscis.gov/emp, to verify the employment eligibility of (1) all persons employed by the Bidder during the contract term to perform any duties within Florida; and (2) all persons, including sub-contractors, assigned by the Bidder to perform work pursuant to this Contract. Bidders meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

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Immigration and Nationality Act

Bidder shall comply with all immigration laws as outlined in 8 USC § 1324a – Unlawful employment of aliens. County will not intentionally award contracts to any Bidder who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may constitute grounds for immediate termination of said Agreement.

Lobbying

Bidders shall not lobby any County or State Agency on any aspect of this Invitation to Bid during the procurement process (i.e. from the time the Invitation to Bid is advertised to execution of an Agreement).

Indemnification

Bidder shall indemnify and hold harmless County, Engineer and Florida Department of Transportation (FDOT), 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 Bidder and persons employed or utilized by Bidder, including any subcontractors, in the performance of the construction contract. Neither Bidder 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 Bidder 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.

Gopher Tortoise Relocation

Bidder will inspect the Project area for the presence of gopher tortoises/burrows prior to bidding and again prior to work commencing. If necessary it shall be the Bidders 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, and 68A-25.002, F.A.C. Permitting, protection, and/or relocation shall be the responsibility of the Bidder. Costs for inspection, permitting, reports, protection, excavation of burrows, and any other associated work shall be incidental to the contract. Costs for removal and relocation of gopher tortoises shall be paid at the unit cost listed on the Bid Form. **Bidder shall submit a Gopher Tortoise Inspection Report to the County before starting work.**

MINIMUM INSURANCE REQUIREMENTS

Bidder 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 Bidder, his agents, representatives, employees or sub-contractors. 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 Bidder 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 Bidder under this contract.

A. COMMERCIAL GENERAL LIABILITY

1) Bidder must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate. The limits of coverage shall apply fully to the work or operations performed under this Agreement, and are specific to this project. Limits may not be shared or diminished by claims unrelated to this Agreement.

B. AUTOMOBILE LIABILITY

1) Bidder must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Bidder does not own vehicles, Bidder 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.

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C. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

1) Bidder must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.

2) For any officer of a Bidder that has exempt status as an individual, County requires proof of workers' compensation insurance coverage for that Bidder/employer/owner's employees. If Bidder/employer/owner or individual has applied for a workers' compensation exemption, County does not recognize this exemption to extend to the employees of Bidder/employer/owner.

3) The purpose of this section is to ensure that all Bidders, sub-consultants, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of sub-consultants, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

D. **OTHER INSURANCE PROVISIONS**

1) Bidder shall provide a Certificate of Insurance to 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) All required insurance policies must be maintained until the contract work has been accepted by County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

3) 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**. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees or volunteers.

4) Bidder'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 Bidder's insurance and shall be non-contributory.

5) **For all policies of insurance**: Bidder, and its insurance carrier, **waive all subrogation rights** against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

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

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

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

9) All Certificates must show that Bidder's policies have been endorsed per the requirements.

10) Once ALL paperwork is completed and received by the County for award, an email will be sent to Successful Bidder asking Successful Bidder to register online with myCOI. It is critical that Successful Bidder provides 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 Successful Bidder's insurance agent(s). This information must be available at the time of registration. Once Successful

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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 Successful Bidder's Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Successful 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 Successful Bidder's insurance agent(s).

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CONSTRUCTION AGREEMENT

(Please do not execute and submit with Bid)

This Construction Agreement is entered into by the parties this _____ day of _____, 2019.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

_____, (Contractor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor**:
Walt Eastmond, Project Manager Division of Engineering 3600 W. Sovereign Path, Suite 241 Lecanto, Florida 34461 Phone: 352-527-5446 Fax: 352-527-5482 Email: walt.eastmond@citrusbocc.com	Phone: Fax: Email:

4.0 Designated Contact Person as to Agent:
Steve Wallace, P.E., Project Manager
DRMP, Inc.
15310 Amberly Drive, Suite 200
Tampa, Florida 33647
Phone: 813-265-9800
Fax : 813-265-9822
Email: SWallace@drmp.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.

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8.0 Agreement Documents:

1. Exhibit A- Scope of Work
2. Exhibit B- Compensation

9.0 Duration of Agreement and Commencement of Services: Contractor shall commence the Services on the date on which a Notice to Proceed is received by Contractor. Within ten (10) days after receipt of a Notice to Proceed, Contractor shall begin ordering materials and equipment required for the project and shall reach Substantial Completion within one hundred and fifty (150) calendar days after receipt of a Notice to Proceed and shall reach Final Completion within one hundred and eighty (180) calendar days after receipt of a Notice to Proceed. Contractor will proceed with the Work at such rate of progress to insure 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 the Services or the 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 Exhibit "A", attached to this Agreement.

12.0 Compensation to Contractor: Compensation to be paid to Contractor for the provision of the Services agreed to herein shall be at the unit prices noted in Exhibit "B", attached to this Agreement. All work shall be performed and paid for based on actual units of work performed.

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 properly received payment request 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", or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

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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 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 subcontractors, 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 Sub-contractors: 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 three (3) 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 subcontractors, performing work on the project, and all other records of Contractor, their sub-consultants and subcontractors 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.

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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 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: Under such agreement prior to Substantial Completion for the project and pursuant to 255.078, Florida Statutes County may withhold from each payment made to Contractor an amount of ten percent (10%) of the payment request as retainage until fifty percent (50%) of the Services have been completed. After fifty percent (50%) completion, County shall reduce the retainage withheld to five percent (5%) until final completion of the Services. After fifty percent (50%) completion of the Services, as noted above, Contractor may present to County a payment request for up to one-half of the retainage held by County. 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 to Contractor of such retainage. 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 for such from the retainage to those subcontractors and suppliers.

13.12 ACH Enrollment: All Contractors/Vendors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form" vendor payments will be deposited directly to Contractors 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 Invitation to Bid do not reach Final Completion within the 180 calendar days, plus any extensions thereof, the County could incur additional expenses. Since these expenses are difficult to prove in a legal or arbitration proceeding, instead of requiring any such proof, the Contractor shall agree that as liquidated damages for any delays (but not as a penalty) they shall pay the County the amount calculated based on FDOT Standard Specifications Road and Bridge Construction, 2019 Edition, which shall be one thousand, two hundred forty one dollars ($1,241.00), for each calendar day that expires after the time specified herein, plus any extensions thereof. Sundays and legal holidays shall be excluded in determining days in default. 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, epidemics, quarantine restrictions, 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 starting from substantial completion of the project. 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 minimum starting from substantial completion of the project.

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

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have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's sub-consultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

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 COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352) 527- 5235.

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 Contractor, his agents, representatives, employees or sub-contractors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect 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 this contract.

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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 vehicles 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.

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, County requires proof of workers' compensation insurance coverage for that contractor/employer/owner's employees. If Contractor/employer/owner or individual has applied for a workers' compensation exemption, County does not recognize this exemption to extend to the employees of 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 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, 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.

17.5.2 All required insurance policies must be maintained until the contract work has been accepted by County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

17.5.3 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 County, its officials, employees or volunteers.

17.5.4 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.

17.5.5 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. 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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17.5.6 Certificate Holder should read as follows: Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

17.5.7 It is Contractor's responsibility to insure that all Sub-contractors comply with these insurance requirements. Contractors shall include all Sub-contractors 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.

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

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

17.5.10 Once ALL paperwork is completed and received by County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that County is provided with an accurate email address. The **cost to register is $19.95 per year** and a credit/debit card will be **needed. Part of the registration process includes providing contact information for 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).

18.0 Indemnification: Contractor shall indemnify and hold harmless County, Engineer and Florida Department of Transportation (FDOT), 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 subcontractor(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.

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22.0 Payment and Performance Bonds:

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 one (1) 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 cost. 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, Southwest Florida Water Management District and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status,

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sexual orientation, gender identity or expression **or veteran's status. Violation of such laws shall be** grounds for termination of the 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 subcontractor, 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 Cranes and Derricks in Construction: Contractor shall comply with new OSHA Rule (29 CFR Part 1926) CRANES AND DERRICKS IN CONSTRUCTION.

23.9 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.

23.10 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.

23.11 Direct Purchase: County may purchase materials, equipment and supplies directly from the **Contractor's supplier instead of through Contract, forgoing** the payment of sales and use taxes.

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23.12 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.

23.13 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.

23.14 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.

23.15 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.

23.16 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).

23.17 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, subcontractor, 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 subcontractor 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.

23.18 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.

23.19 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

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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 subcontractor 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 subcontractor. 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.

23.20 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.

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 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.

23.23 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.

23.24 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.

23.25 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

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and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

23.26 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.

23.27 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.

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.

23.29 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 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 subcontractors and has not provided a response for the benefit of another contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

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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 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, subcontractor 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, 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.

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 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.

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 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, subcontractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Contractor shall take appropriate measures

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as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

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 it's 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 the Contractor are exempt from sales, consumer, use and other similar taxes.

23.43 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.

23.44 Workforce Labor: County believes that the hiring of workforce labor by contractors to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify Career Source CLM of all awards involving construction and other types of services. Career Source 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 Career Source CLM, to discuss hiring through its staff and services. Contractor's participation with Career Source CLM is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Contractor in hiring assistance.

24.0 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.

CONTRACTOR

_____
Signature of Witness (1)

_____
Printed Name of Witness (1)

_____ BY: _____
Signature of Witness (2) _____

_____
Printed Name of Witness (2)

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____ of _____ who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal this the _____ day of _____, 2019.

_____
NOTARY PUBLIC
Printed Name: _____
Commission No.: _____
Expiration Date: _____

CITRUS COUNTY, FLORIDA

ATTEST:

_____ BY: _____
ANGELA VICK, CLERK JEFF KINNARD D.C., CHAIRMAN

DATE: _____

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BIDDER'S REPRESENTATION AND CERTIFICATION FORM

NAME OF BIDDER: _____

In submitting a Bid, Bidder understands, represents, and certifies the following **(if the Bidder cannot so certify to any of following, the Bidder shall submit with its Bid a written explanation of why it cannot do so)**. If County finds, before or after Award of the Bid that Bidder was not truthful concerning any of the following, County shall have the right to terminate the Award without liability and, at its discretion, to seek damages from Bidder, if damages result to the County from such act, in any way what so ever.

Compliance with Laws: Bidder 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, Southwest Florida Water Management District 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.

Initial _____

Conflict of Interest: Bidder 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, Bidder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Bidder 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 Bidder any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Bidder, 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 Bidder or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Bidder, 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."

Initial _____

Convictions: Bidder has fully informed County of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

Initial _____

Cranes and Derricks in Construction: Bidder shall comply with new OSHA Rule (29 CFR Part 1926) CRANES AND DERRICKS IN CONSTRUCTION.

Initial _____

Debarment: Bidder 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.

Initial _____

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BIDDER'S REPRESENTATION AND CERTIFICATION FORM

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Discriminatory Vendor: Bidder 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.

Initial _____

Drug Free Workplace: Bidder certifies that it has a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988. (41 U.S.C. 702-706)

Initial _____

Equal Employment Opportunity: Bidder 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. Bidder 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 Bidder. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Bidder. Sub-contracts entered into by Bidder shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Bidder 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. Bidder shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

Initial _____

E-Verification System: Bidder 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 one (1) all persons employed by the Bidder during the contract term to perform any duties within Florida; and two (2) all persons, including subcontractors, assigned by the Bidder to perform work pursuant to this Contract. Bidders meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

Initial _____

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.

Initial _____

Immigration and Nationality Act: Bidder 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 Bidder 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.

Initial _____

Lobbying: Bidder 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.

Initial _____

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BIDDER'S REPRESENTATION AND CERTIFICATION FORM

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Non-Collusion: Bidder 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 Bidder 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, Bidder certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

Initial _____

Prohibited Interests: Bidder, and its sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the project covered under this Invitation to Bid, or of any property included or planned to be included in the project, in which any member, officer, of employee of the Bidder or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect.

Initial _____

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.

Initial _____

Scrutinized Companies: Contractor certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Contractor further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Contractor.

Initial _____

Bidder certifies that they comply (or will comply) with the above statements concerning: Lobbying, Non-Segregated Facilities, Public Entity Crime, Conflict of Interest, Compliance With Laws, Discriminatory Vendor, Debarment, Non-Collusion, Prohibited Interests, Convictions, Drug Free Workplace, Equal Employment Opportunity.

If Bidder cannot attest to any of the above, they must submit an explanation as to why on their letterhead, signed by the individual signing this Form, and attach such to this Form.

Bidder's Name: _____

Federal Employer Identification No.: _____

Bidder's Address: _____

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____ **CORPORATE SEAL**

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BID FORM
(Page 1)

BIDDER'S NAME: _____

_____ Our Bid is in compliance with all specifications.
INITIAL

_____

_____

_____

_____

_____

MARK SEALED ENVELOPE TO INDICATE "BID ENCLOSED", YOUR COMPANY NAME AND BID # ITB 19-092

SEND TO: Linda Morse
Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path – Suite 266
Lecanto, FL 34461

Bids are due on or before: October 3, 2019 at 2:00 PM

ADDENDA

Bidder hereby acknowledges that they have received Addenda No.'s _____, _____, _____, _____, _____, _____, (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 (a) that the only persons or parties interested in this Bid are those named herein, (b) that their Bid is, in all respects, fair and without fraud, (c) 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 in response to 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 (a) that they have carefully examined the Bid Documents for the Services covered under this Invitation to Bid, (b) that they have personally inspected the Project Site where the Services will be performed, if applicable, and (c) that their Bid is made in accordance with 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

Bidder acknowledges that they have executed the Bidder's Representation and Certification Form and have included such with their Bid.

BID SECURITY (Required if total base bid or lump sum equals $100,000 or more)

The 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.

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BID FORM
(Page 2)

BID SCHEDULE

The determination of low bid shall be based on the Grand Total Base Bid alone. County may elect to proceed with Bid Alternates depending on available funds.

It is understood that the various lump sum and unit price bids will control in any Contract which may be awarded arising from this Bid; that the estimated quantities noted below are approximate and used only for comparison of Bids and are subject to increase or decrease as required to properly complete the Contract work.

County hopes to construct the entire project, but recognizes that bids may exceed available funds. County reserves the right to reduce or delete items, or portions thereof, from the bid schedule, to meet any financial constraints. Bids will be considered valid regardless of the extent of options selected by County.

Bidder hereby agrees to perform all work described in the Contract Documents for the following unit price, cash allowance or lump sum prices, which shall include all labor, supervision, materials, equipment, transportation, overhead, profit, insurance, MyCOI Registration, bonds, applicable taxes and costs of all kinds necessary to complete the work in accordance with the Contract Documents.

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 the 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).

CONTINGENCY ALLOWANCES

A contingency allowance may be included as part of the Bid Schedule on the Bid Form, as determined by County. This allowance is included for the purpose of covering Work not specified in the Contract Documents that may be required as a result of unforeseen circumstances, or additional Work as a result of a change in Project scope. The contingency allowance cannot be expended without the approval and authorization of the County and the Engineer of Record and will require the issuance of a Change Order (CO) or a Contingency Allowance Adjustment (CAA). After completion of the Work and acceptance of the Project by the County, any unexpended contingency allowance remaining shall be returned to the County through the execution of a formal Deductive Change Order.

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 Services as specified in the Bid Documents.

CONTRACT SECURITY / PERFORMANCE AND PAYMENT BONDS

If total Base Bid or lump sum should equal $100,000 or more, Bidder agrees that if their Bid is accepted, they will, within 10 calendar days after notice of award, deliver to the County the Performance Bond and Payment Bonds in the amount of 100% of their Bid Amount.

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BID FORM
(Page 3)

LIQUIDATED DAMAGES

If the Services covered under this Invitation to Bid do not reach Final Completion within the 180 calendar days, plus any extensions thereof, the County could incur additional expenses. Since these expenses are difficult to prove in a legal or arbitration proceeding, instead of requiring any such proof, the Successful Bidder shall agree that as liquidated damages for any delays (but not as a penalty) they shall pay the County the amount calculated based on FDOT Standard Specifications Road and Bridge Construction, 2019 Edition, which shall be one thousand, two hundred forty one dollars ($1,241.00), for each calendar day that expires after the time specified herein, plus any extensions thereof. Sundays and legal holidays shall be excluded in determining days in default. Successful Bidder 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 Successful Bidder 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 Successful Bidder, 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, epidemics, quarantine restrictions, 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.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

Bidder shall commence the Services on the date on which a Notice to Proceed is received by Bidder. Within ten (10) days after receipt of a Notice to Proceed, Bidder shall begin ordering materials and equipment required for the project and shall reach Substantial Completion within one hundred and fifty (150) calendar days after receipt of a Notice to Proceed and shall reach Final Completion within one hundred and eighty (180) calendar days after receipt of a Notice to Proceed. Bidder will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between Bidder 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.

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 and Major Suppliers
⇒ Maintenance of Traffic Certification (MOT Certification)
⇒ Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion (375-030-32)
⇒ Certification for Disclosure of Lobbying Activities (375-030-33)
⇒ Conflict of Interest/Confidentiality Certification (375-030-50)
⇒ Drug-Free Workplace Program Certification (375-040-18)
⇒ Vendor Certification Regarding Scrutinized Companies (375-030-60)

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Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

BID FORM

(Page 4)

PAY ITEM NO.	FDOT ITEM NUMBER	DESCRIPTION	TOTAL QTY.	UNITS	BID PRICE PER UNIT ($)	INDIVIDUAL LANDSCAPING ITEMS COST ($)	TOTAL BID PRICE ($)
		ROADWAY					
1.	101-1	MOBILIZATION (5%)	1	LS	$		$
2.	102-1	MAINTENANCE OF TRAFFIC (5%)	1	LS	$		$
3.	999-25	INITIAL CONTINGENCY AMOUNT, DO NOT BID	1	LS	**$75,000**		**$75,000**
4.		GOPHER TORTOISE RELOCATION	1	LS	$		$
5.	102-60	WORK ZONE SIGN	1200	ED	$		$
6.	102-74-1	CHANNEL DEVICE-TYPS I,II,DI,VP, DRUM, LC	5520	ED	$		$
7.	104-10-3	SEDIMENT BARRIER	72	LF	$		$
8.	570-1	PERFORMANCE TURF, SOD	400	SY	$		$
9.	580-1-1	LANDSCAPE COMPLETE (SMALL PLANTS) (INCLUDES INCIDENTAL WORK) Includes item No. 10-25 plus incidental work	1	LS			$
10.		SERENOA REPENS 'CINERA'	341	EA	$	$	
11.		ILEX VOMITORIA NANA	850	EA	$	$	
14.		MUHLENBERGIA CAPILLARIS	1814	EA	$	$	
16.		PODOCARPUS MACROPHYLLUS DWARF 'PRINGLES'	1857	EA	$	$	
17.		VIBURNUM OBOVATUM, 'MRS. SHILLER'S DELIGHT'	876	EA	$	$	
18.		ILEX CORNUTA 'BURFORDII NANA'	416	EA	$	$	
19.		ZAMIA FLORIDANA	612	EA	$	$	
20.		DIETES VEGETA	157	EA	$	$	
21.		JUNIPERUS CHINENSIS 'PARSONII'	644	EA	$	$	
22.		JUNIPERUS CONFERTA 'BLUE PACIFIC'	853	EA	$	$	
23.		TRACHELOSPERMUM ASIATICUM 'SUMMER SUNSET'	1584	EA	$	$	
24.		TRACHELOSPERMUM JASMINOIDS 'VARIEGATUM'	660	EA	$	$	
25.		DIANELLA TASMANICA VARIEGATA	326	EA	$	$	
26.		MULCH (3 INCH THICK)	11,222	SY	$		
27.		SOIL MIX	228	CY	$		
					SUBTOTAL		$
					CONTINGENCY	$75,000.00	**$75,000.00**
					GRAND TOTAL Base Bid with Contract Contingency		$

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

BID FORM
(Page 5)

Grand Total Base Bid:

_____

(In words)

_____

(In words)

$_____

(In figures)

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.

Bidder's Name: _____

Federal Employer Identification No.:_____

Bidder's Address: _____

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____ **CORPORATE SEAL**

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

LIST OF SUBCONTRACTORS AND MAJOR SUPPLIERS
(Page 1)

In the Space below, Bidder shall list all sub-contractors and major suppliers, along with their addresses for approval by County. Bidder shall also describe what portion of the Services performed or equipment provided, and the applicable percentage of the Bid Price. No changes shall be allowed after submittal of the Bid without the written consent of County.

NAME AND ADDRESS	WORK TO BE PERFORMED	% OF BID PRICE

Bidder's Name: _____

Federal Employer Identification No.:_____

Bidder's Address: _____

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____ **CORPORATE SEAL**

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

BIDDER'S QUALIFICATIONS STATEMENT

(Page 1)

BIDDER'S NAME: _____

Bidder guarantees the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary. Print in **BLACK** ink or type all answers. Bidders proposing to be qualified to provide the Services as outlined in the Invitation to Bid are advised that they must address each item of this qualification statement. Any information omitted may be sufficient reason for refusal to qualify.

1. How many years has your organization been in business as a Contractor performing the type of Services outlined in the Invitation to Bid?

   _____

2. During the past five (5) years, has your organization ever failed to complete an awarded project within the specified contract time? If so, where, when, and why? Attach additional sheet, if necessary.

   _____

   _____

   _____

   _____

   _____

   _____

   _____

3. Give names, addresses, and telephone and facsimile numbers of individuals from three (3) organizations that you have performed work similar to that outlined in the Invitation to Bid who can be contacted as a reference. Attach additional sheet, if necessary.

   _____

   Name and Title: _____

   Company Name: _____

   Address:

   _____

   Phone: _____ Fax: _____

   E-mail Address: _____

   _____

   Name and Title: _____

   Company Name: _____

   Address: _____

   Phone: _____ Fax: _____

   E-mail Address: _____

   _____

   Name and Title: _____

   Company Name: _____

   Address: _____

   Phone: _____ Fax: _____

   E-mail Address: _____

   _____

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

BIDDER'S QUALIFICATIONS STATEMENT

(Page 2)

4. Describe your present workload. Do you have projects underway, which might interfere with the start and completion schedule for the project covered under this Invitation to Bid?

5. Complete the table below as fully as possible, describing projects similar in character and scope to the Work specified in this Invitation to Bid which have been successfully completed during the past three (3) years.

Type of Work	Name/City	Year Completed	Contract Price

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

BIDDER'S QUALIFICATIONS STATEMENT

(Page 3)

6. List all present and past litigations or arbitrations (for the past five (5) years) in which your company has been involved and their final outcome. Fully describe the circumstances. Include the project name and nature of litigation. Attach additional sheets, if necessary.

_____

_____

_____

_____

_____

_____

_____

_____

7. During the past seven (7) years, has your company ever filed for bankruptcy, is currently in bankruptcy, or has bankruptcy action pending?

_____

_____

_____

_____

_____

_____

_____

_____

8. State the true and exact, correct, and complete name under which you do business as registered in the State of Florida.

Bidder's Name: _____

Federal Employer Identification No.:_____

Bidder's Address: _____

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____ **CORPORATE SEAL**

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

SCOPE OF SERVICES

The scope of work for the US98 Median Landscaping Project will include setting up temporary maintenance of traffic in the median, clearing and prepping the median, placing topsoil, mulch, planting a variety of plant species (small plants/bushes), placing performance turf sod and providing the appropriate warranty for the plants to establish.

There will be up to 13 different types of plants and no irrigation system will be included on this project.

Although no irrigation system will be installed, the Contractor will be responsible for watering, disease/pest control, and litter removal during the establishment period. Questions for location & size of the irrigation well ONLY, you will need to contact Nola LeClair (Sugarmill Woods Property Manager) at 352-621-8053 or nola@qualifiedproperty.com. All other questions will be directed to Linda Morse at linda.morse@citrusbocc.com and/or Vicki Austin at vicki.austin@citrusbocc.com

The median is approximately 30' wide and the limits of planting are approximately 1-mile in length.

The project is located in known gopher tortoise habitat; although no tortoise relocations are expected, the Contractor must have the resources to hire a licensed gopher tortoise professional for relocation.

Contractor will be responsible for all watering for one (1) year after project completion.

Warranty/Contractor Maintenance period begins one (1) year after final acceptance by County.

The project is located in FDOT right-of-way and all FDOT rules, specifications, and criteria will govern construction activities. No permits are anticipated for this project.

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

REQUIRED FORMS

Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion (375-030-32)

Certification for Disclosure of Lobbying Activities (375-030-33)

Conflict of Interest/Confidentiality Certification (375-030-50)

Drug-Free Workplace Program Certification (375-040-18)

Vendor Certification Regarding Scrutinized Companies (375-030-60)

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

Information entered on this page will carry over to subsequent pages.
When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

VERSIONS

TECHNICAL REVIEW COMMITTEE / DOT TECHNICAL ADVISORS

SELECTION COMMITTEE

PUBLIC OFFICERS / EMPLOYEES

TECHNICAL REVIEW / AWARDS COMMITTEE FOR LOW BID PROJECTS

CONSULTANT / CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER

CONSULTANT / CONTRACTOR / TECHNICAL ADVISORS

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Technical Review Committee Members:

Printed Names	Signatures	Date

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Technical Review Committee Members:
(Continued)

Printed Names	Signatures	Date

DOT Technical Advisors:

Printed Names	Signatures	Date

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

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Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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Selection Committee Members:

Date: _____

Printed Names	Signatures

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

Additional Page

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Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.
(continued on next page)

Printed Names	Signatures	Date

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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Printed Names	Signatures	Date

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I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Letting Date: _____

Contract Number(s): _____

Technical Review/Awards Committee Members:

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

Additional Page

Contract Number(s): _____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

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I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

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Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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Printed Names	Signatures	Date

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☐ **YES**

☐ **NO**

NAME OF BUSINESS: _____

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in **the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities** in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification **may subject company to civil penalties, attorney's fees, and/or costs.**

Certified By: _____

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: _____

Date: _____

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

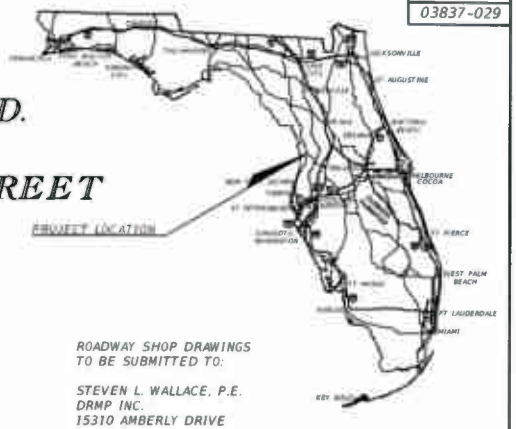
CONSTRUCTION PLANS

(WILL BE ADDED AS A SEPARATE DOCUMENT)

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

CONSTRUCTION PLANS
FOR
CITRUS COUNTY, FLORIDA
US 98/SR 700/WEST PONCE DE LEON BLVD.
MEDIAN LANDSCAPING
FROM TEA ROSE STREET TO LONE PINE STREET
FINANCIAL PROJECT ID 441857-1-58-01

COUNTY CIP NO.
03837-029



COMPONENTS OF CONTRACT PLANS SET
ROADWAY PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3	GENERAL NOTES
LD-4 - LD-15	LANDSCAPE PLAN
LD-16	LANDSCAPE PLAN: SUMMARY & SPECIFICATIONS AND NOTES
LD-17	LANDSCAPE NOTES AND DETAILS
18	TEMPORARY TRAFFIC CONTROL PLAN

LOCATION MAP

SECTION 29, 30, & 32, TOWNSHIP 20S, RANGE 18E

N

NTS

BEGIN PROJECT
STA. 843+85.00
Mile Post: 2.084

END PROJECT
STA. 893+50.00
Mile Post: 1.004

ROADWAY SHOP DRAWINGS TO BE SUBMITTED TO:

STEVEN L. WALLACE, P.E.
DRMP INC.
15310 AMBERLY DRIVE
SUITE 200
TAMPA FL 33647
(813) 265-9800

PLANS PREPARED BY:

DRMP

DRMP INC.
15310 AMBERLY DRIVE
SUITE 200
TAMPA, FLORIDA 33647
(813) 265-9800
CERTIFICATE OF AUTHORIZATION NO. 2648

NOTE: THE SCALE OF THESE PLANS MAY HAVE BEEN CHANGED DUE TO REPRODUCTION

ROADWAY PLANS ENGINEER OF RECORD: STEVEN L. WALLACE

P.E. NO.: 59537

GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY2018-19 Standard PLANS FOR Road and Bridge Construction and applicable Interim Revisions (Irs).

Standard Plans for Road Construction and associated Irs are available at the following website:
http://www.fdot.gov/roadway/DesignStandards/Standards.shtm

Standard Plans for Road Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, July, 2018 Standard Specifications for Road and Bridge Construction at the following website:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

JEFF KINNARD	CHAIRMAN, COMMISSIONER DISTRICT 1
BRIAN COLEMAN	1ST VICE CHAIRMAN, COMMISSIONER DISTRICT 5
SCOTT E. CARNAHAN	2ND VICE CHAIRMAN, COMMISSIONER DISTRICT 4
RONALD E. RITCHEY	COMMISSIONER DISTRICT 2
JIMMIE T. SMITH	COMMISSIONER DISTRICT 3

CITRUS COUNTY ADMINISTRATOR
RANDY OLIVER

PUBLIC WORKS DIRECTOR
RANDALL OLNEY, P.E.

CITRUS COUNTY ENGINEER
RANDALL OLNEY, P.E.

CITRUS COUNTY PROJECT MANAGER
WA[illegible]

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	4965	0.940
BRIDGES	-	-
NET LENGTH OF PROJECT	4965	0.940
EXCEPTIONS	-	-
GROSS LENGTH OF PROJECT	4965	0.940

KEY SHEET REVISIONS	
DATE	DESCRIPTION

HLRM@A	CONTRACT NO.	FISCAL YEAR	SHEET NO.
03-18	AS716	2018	1

Citrus County, Florida/DRMP, Inc.
ITB 19-092 (Re-Bid) US 98 Median Landscaping Project- US 98/SR700/West Ponce De Leon Blvd
From Tea Rose Street to Lone Pine Street

Packet Pg. 555
G.1.b
Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

SUMMARY OF PAY ITEMS

FDOT PAY ITEM NUMBER			ITEM DESCRIPTION	UNIT	QUANTITY
101	1		MOBILIZATION (5%)	LS	1
102	1		MAINTENANCE OF TRAFFIC (5%)	LS	1
999	25		INITIAL CONTINGENCY AMOUNT, DO NOT BID	LS	1
			GOPHER TORTOISE RELOCATION	LS	1
102	60		WORK ZONE SIGN	ED	1,200
102	74	1	CHANNEL DEVICE-TYPS I,II,DI,VP, DRUM, LCD	ED	5,520
104	10	3	SEDIMENT BARRIER	LF	72
570	1		PERFORMANCE TURF, SOD	SY	400
580	1	1	LANDSCAPE COMPLETE (SMALL PLANTS) (INCLUDES INCIDENTAL WORK)	LS	1
			SERENOA REPENS 'CINERA'	EA	341
			ILEX VOMITORIA NANA	EA	850
			MUHLENBERGIA CAPILLARIS	EA	1,814
			PODOCARPUS MACROPHYLLUS DWARF 'PRINGLES'	EA	1,857
			VIBURNUM OBOVATUM, 'MRS. SHILLER'S DELIGHT'	EA	876
			ILEX CORNUTA 'BURFORDII NANA'	EA	416
			ZAMIA FLORIDANA	EA	612
			DIETES VEGETA	EA	157
			JUNIPERUS CHINENSIS 'PARSONII'	EA	644
			JUNIPERUS CONFERTA 'BLUE PACIFIC'	EA	853
			TRACHELOSPERMUM ASIATICUM 'SUMMER SUNSET'	EA	1,584
			TRACHELOSPERMUM JASMINOIDS 'VARIEGATUM'	EA	660
			DIANELLA TASMANICA VARIEGATA	EA	326
			MULCH (3 INCH THICK)	SY	11,222
			SOIL MIX	CY	228

Pay item footnotes:

580-1-1 Incidental work to the small plants pay item number is listed under "Ongoing Maintenance Tasks & Schedule" on sheet LD-19

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

STEVEN L. WALLACE,P.E.
P.E. LICENSE NUMBER 59537
DRMP INC.
15310 AMBERLY DRIVE SUITE 200
TAMPA, FL 33647
CERTIFICATE OF AUTHORIZATION # 2648

CITRUS COUNTY		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 700	CITRUS	441857-1-58-01

SUMMARY OF PAY ITEMS

SHEET NO. 2

Citrus County, Florida/DRMP, Inc.
ITB 19-092 (Re-Bid) US 98 Median Landscaping Project- US 98/SR700/West Ponce De Leon Blvd
From Tea Rose Street to Lone Pine Street

Elliott Tegan-Tawney 8/1/2019 11:24:02 AM P:\Projects\15\15-0010.002_US_98_Median_Landscaping\General-Civil\Plans\DWG\Production\CESSR001.dwg

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

GENERAL NOTES

1. LOCATION, ELEVATION, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN IN ACCORDANCE WITH THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE PLANS BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THERE MAY BE OTHER IMPROVEMENTS, UTILITIES, ETC. WITHIN THE PROJECT AREA WHICH MAY HAVE BEEN INSTALLED OR CONSTRUCTED SINCE THE PREPARATION OF THESE PLANS.
2. THE INFORMATION PROVIDED IN THESE PLANS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THIS WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH THEIR BIDS WILL BE BASED.
3. THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATION, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AFFECTING THEIR WORK AND SHALL COMPLY WITH ALL STATE, COUNTY, AND LOCAL ORDINANCES AND OBTAIN ANY NECESSARY WORK PERMITS THAT MAY BE REQUIRED PRIOR TO CONSTRUCTION.

UTILITY OWNERS:

CENTURYLINK AND LEVEL 3 NETWORK

WITHLACOOCHEE RIVER ELECTRIC COMPANY
DALE COBURN
5330 W GULF TO LAKE HWY
LECANTO, FL 34461
(352)795-4382 EXT. 4135

4. CONTRACTOR TO NOTIFY FDOT AND CITRUS COUNTY 48 HOURS BEFORE BEGINNING TRAFFIC CONTROL SETUP.
5. THE COUNTY RESERVES THE RIGHT TO PERFORM QUALITY ASSURANCE TESTING ON ALL MATERIALS DELIVERED TO THE PROJECT AND TO REJECT ALL MATERIALS NOT MEETING ACCEPTABLE STANDARDS.
6. THE CONTRACTOR SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES, IN ORDER TO LOCATE AND IDENTIFY THEIR EXISTING UNDERGROUND FACILITIES PRIOR TO CONSTRUCTION, AS ESTABLISHED BY THE "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT."
7. ALL EXISTING DRAINAGE STRUCTURES AND PIPES WITHIN THE RIGHT-OF-WAY SHALL REMAIN UNLESS OTHERWISE NOTED ON THE PLANS.
8. OVERALL CLEAN-UP SHALL BE ACCOMPLISHED BY THE CONTRACTOR IN ACCORDANCE WITH COUNTY STANDARDS OR AS DIRECTED BY THE ENGINEER. ANY AND ALL EXPENSES INCURRED FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR OTHER ITEMS.
9. ANY DAMAGE TO STATE, COUNTY, OR LOCAL ROADS CAUSED BY THE CONTRACTOR'S HAULING OR EXCAVATION EQUIPMENT SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE ENGINEER. PAYMENT SHALL NOT BE MADE FOR THIS WORK.
10. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROTECTING TREES AND VEGETATION OUTSIDE THE LIMITS OF CLEARING AND GRUBBING, AND TO ENSURE THAT ALL SURFACE FEATURES ARE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THE PRE-CONSTRUCTION CONDITION AT NO ADDITIONAL PAYMENT.
11. HAND DIG AROUND EXISTING PIPE CROSSINGS.
12. THE CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.
13. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE REPLACED TO EXISTING CONDITIONS OR BETTER AT NO ADDITIONAL PAYMENT.
14. CONTRACTOR IS NOT AUTHORIZED TO OPERATE ANY VALVE OF ANY EXISTING UTILITY SYSTEM. WHEN NEEDED, SUCH ACTIVITY SHALL BE BY WRITTEN REQUEST TO THE UTILITY OWNERS. THE REQUEST SHALL ALLOW OWNERS A MINIMUM OF 2 DAYS TO PERFORM THE NECESSARY OPERATION.
15. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS SPECIFIED BY THE VARIOUS AGENCIES AND THE ENGINEER. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR CONSTRUCTION AND SCHEDULE INSPECTION ACCORDING TO AGENCY INSPECTIONS.
16. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGES TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR CALLED FOR IN THIS CONTRACT AT NO ADDITIONAL PAYMENT.
17. ALL DESIGN AND CONSTRUCTION SHALL CONFORM TO THE MINIMUM STANDARDS SET FORTH BY THE FDOT AND CITRUS COUNTY..
18. ALL WORK PERFORMED SHALL COMPLY WITH THE REGULATION AND ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.
19. ALL WORKMANSHIP AND MATERIAL USED IN THE CONSTRUCTION OF THIS PROJECT SHALL CONFORM TO FDOT'S "STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION (JULY 2019)", UNLESS OTHERWISE INDICATED.
20. CONTRACTOR TO COORDINATE WITH UTILITY SERVICE OWNERS THROUGH "SUNSHINE ONE CALL" SERVICE AND THE COUNTY PRIOR TO ANY DIGGING.
21. WATER SOURCE TO BE PROVIDED BY OTHERS AT NO ADDITIONAL COST. COORDINATE WITH SUGARMILLS HOA FOR LOCATION AND SIZE OF WATER CONNECTION.

EROSION & POLLUTION CONTROL NOTES

1. STOCKPILES ARE NOT ALLOWED IN THE MEDIAN OR CLEAR ZONE DURING INACTIVE WORK PERIODS.
2. PROTECTION OF EXISTING STORM SEWER SYSTEM WATER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY DEVICES APPROVED BY THE ENGINEER AND SHALL BE MAINTAINED AND MODIFIED AS REQUIRED BY CONSTRUCTION PROGRESS. THIS WILL BE MAINTAINED TO PREVENT DEGRADATION OF THE WATERS OF THE COUNTY & STATE.
3. PLACE 9' SILT FENCE BARRIERS UPSTREAM OF THE EXISTING DRAINAGE STRUCTURES (SPECIFIED IN THE TABLE BELOW) IN THE MEDIAN, AND PERPENDICULAR TO THE FLOW.

DITCH BOTTOM INLETS TO BE PROTECTED	
STATION	OFFSET
852+40.63	31.57 LT
854+35.48	26.85 LT
856+34.52	26.02 LT
859+25.37	24.31 LT
863+21.26	23.28 LT
878+92.30	26.87 LT
887+81.96	19.05 LT
892+73.58	21.37 LT

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

STEVEN L. WALLACE, P.E.
P.E. LICENSE NUMBER 59537
DRMP INC.
15310 AMBERLY DRIVE SUITE 200
TAMPA, FL 33647
CERTIFICATE OF AUTHORIZATION # 2648

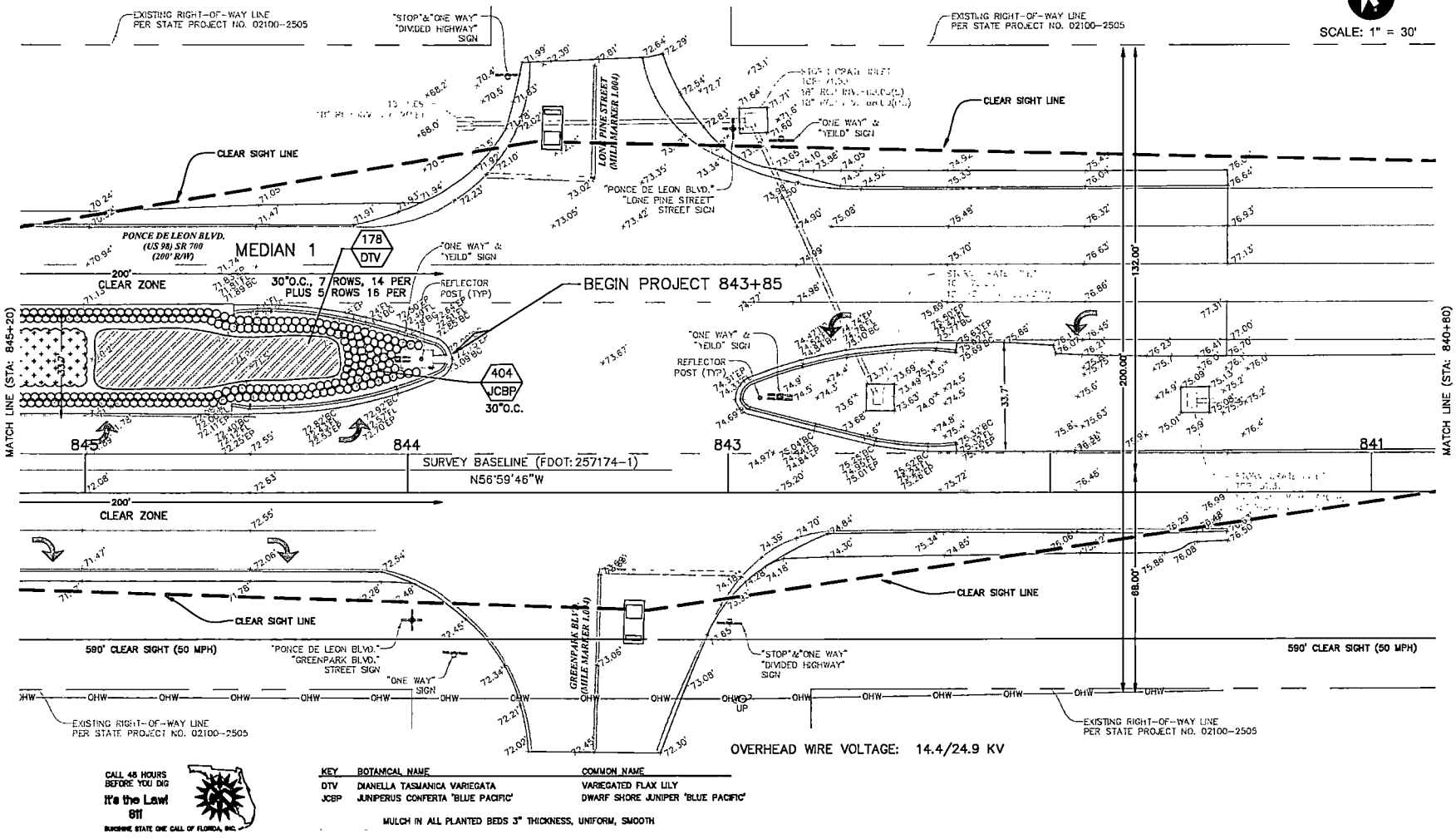
CITRUS COUNTY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 700	CITRUS	441857-1-58-01

GENERAL NOTES

SHEET NO. 3

Elliott Tegan-Tawney 8/15/2019 2:12:47 PM P:\Projects15\15-0010.002_US_98_Median_Landscaping\General-Civil\Plans\DWG\Production\GNNTL001.dwg



REVISIONS		SEAL
DATE	DESCRIPTION	DATE
07-25-19	SHADE MULCH AREAS WITHIN BEDS	

MARGARET MOORE LANDSCAPE PLANNING & DESIGN
1210 HAGEN DRIVE, TRINITY, FL. 34655
PH: 727-376-0205
E-MAIL: [redacted]

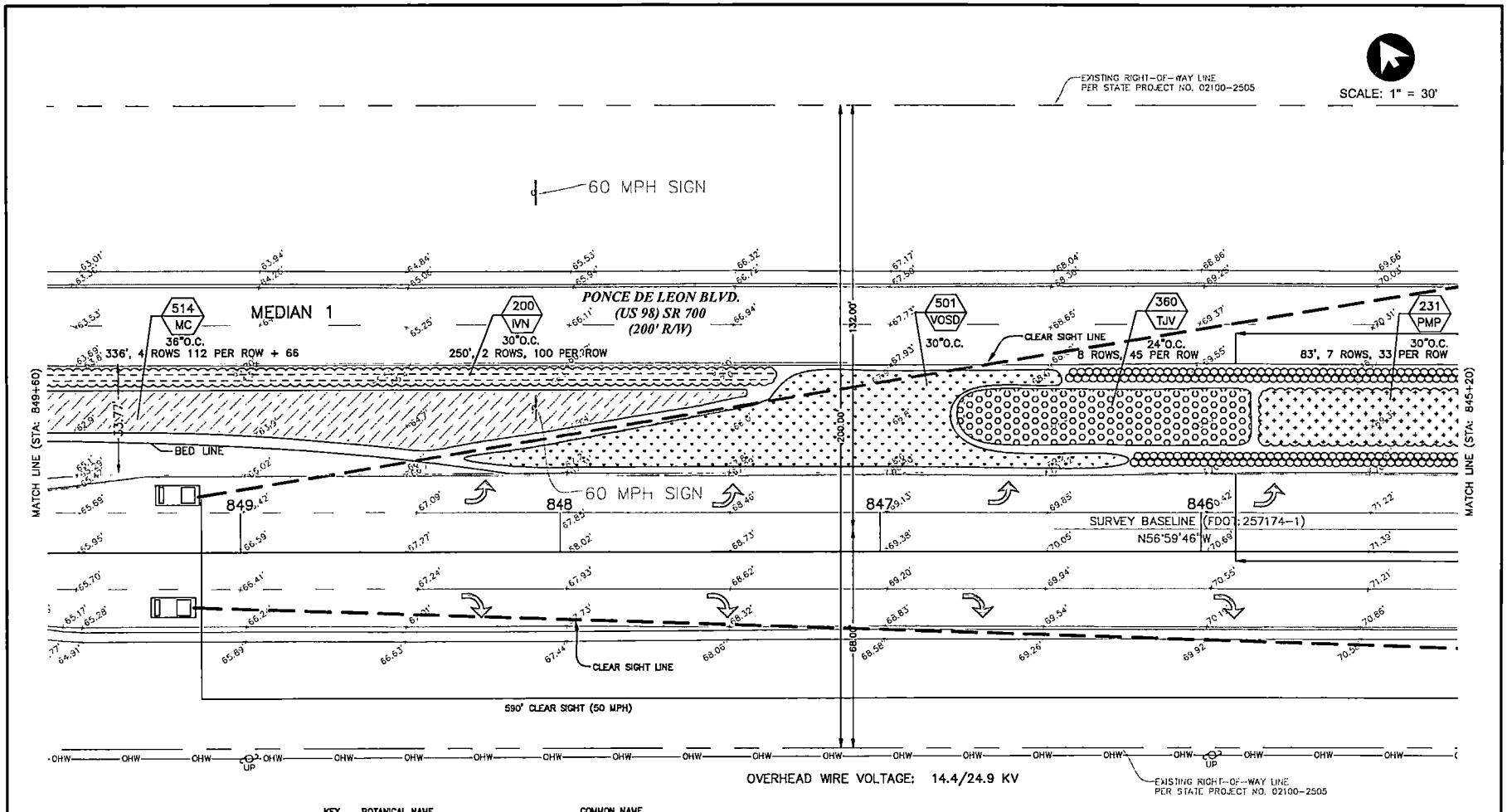
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 700	CITRUS	441857-1-58-01

SHEET DESCRIPTION: LANDSCAPE PLAN
840+80 to 845+20

SHEET NO.

Citrus County, Florida/DRMP, Inc.
~~ITB 19-002 (Re Bid) US 98 Median Landscaping Project~~ US 98/SR700/West Ponce De Leon Blvd
From Tea Rose Street to Lone Pine Street

Packet Pg. 558
G.1.b
Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)



CALL 48 HOURS BEFORE YOU DIG
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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

KEY	BOTANICAL NAME	COMMON NAME
IVN	ILEX VOMITORIA NANA	ILEX SCHILLINGS, DWARF HOLLY
MC	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS
PMP	PODOCARPUS MACROPHYLLUS DWARF 'PRINGLES'	DWARF 'PRINGLES' PODOCARPUS
VOSD	VIBURNUM OBOVATUM, 'MRS. SHILLER'S DELIGHT'	DWARF MRS. SHILLER'S DELIGHT
TJV	TRACHELOSPERMUM JASMINOIDS 'VARIEGATUM'	VARIEGATED JASMINE, STAR JASMINE

MULCH IN ALL PLANTED BEDS 3" THICKNESS, UNIFORM, SMOOTH

DATE: 06-14-19

REVISIONS		SEAL
DATE	DESCRIPTION	DATE
07-25-19	SHADE MULCH AREAS WITHIN BEDS	

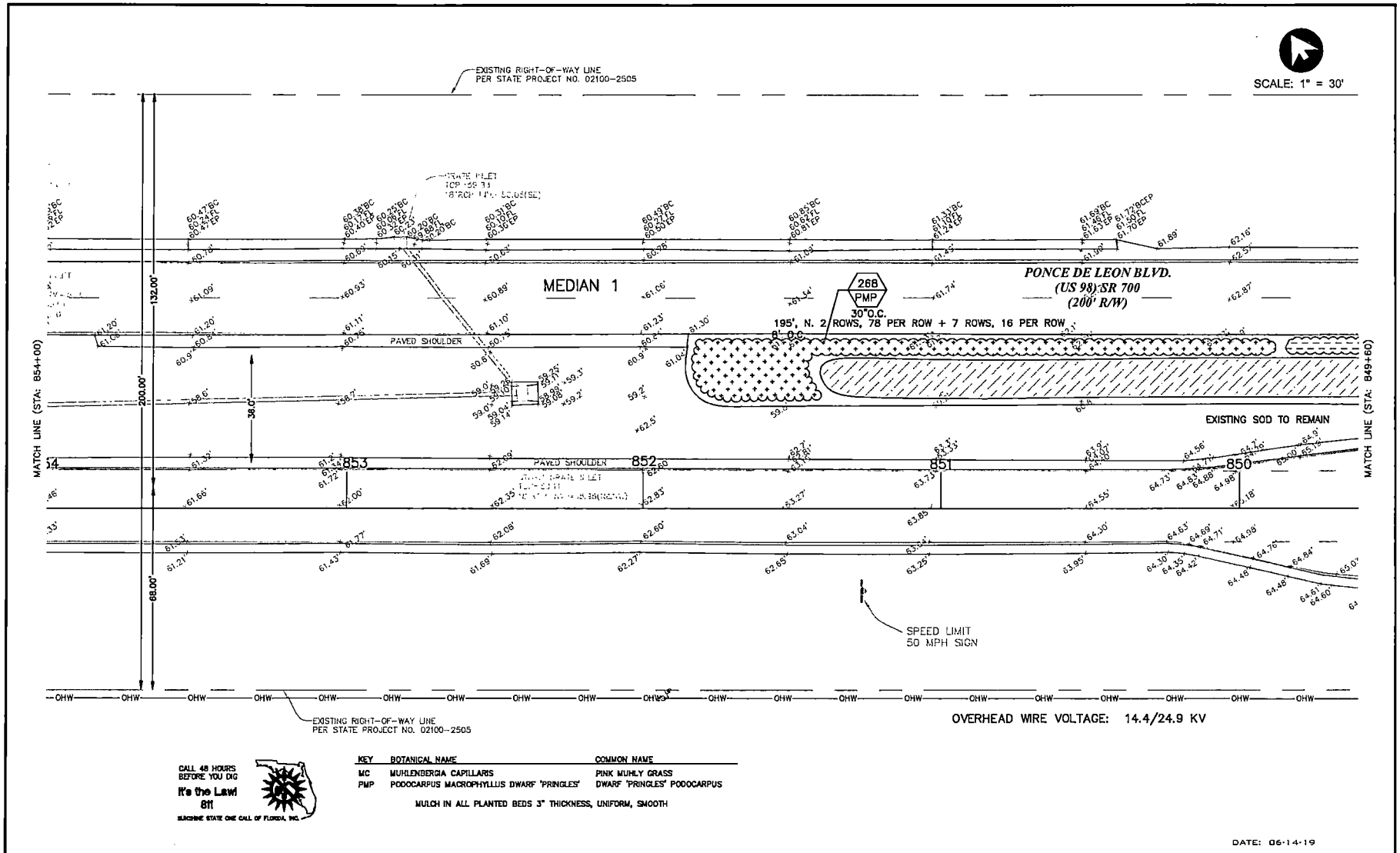
MARGARET MOORE LANDSCAPE PLANNING & DESIGN
1310 HAGEN DRIVE, TRINITY, FL. 34655
PH: 727-376-0205
E-MAIL: [illegible]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 700	CITRUS	441857-1-58-01

SHEET DESCRIPTION: LANDSCAPE PLAN
845+20 to 849+60

SHEET NO.: Page 70 of 85

Citrus County, Florida/DRMP, Inc.
ITB 19-002 (Re-Bid) US 98 Median Landscaping Project US 98/SR 700/West Ponce De Leon Blvd
From Tea Rose Street to Lone Pine Street



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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

KEY	BOTANICAL NAME	COMMON NAME
MC	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS
PMP	PODOCARPUS MACROPHYLLUS DWARF 'PRINGLES'	DWARF 'PRINGLES' PODOCARPUS

MULCH IN ALL PLANTED BEDS 3" THICKNESS, UNIFORM, SMOOTH

DATE: 06-14-19

REVISIONS		SEAL
DATE	DESCRIPTION	DATE
07-25-19	SHADE MULCH AREAS WITHIN BEDS	

MARGARET MOORE LANDSCAPE PLANNING & DESIGN
1310 HAGEN DRIVE, TRINITY, FL. 34655
PH: 727-376-0205
E-MAIL: [redacted]

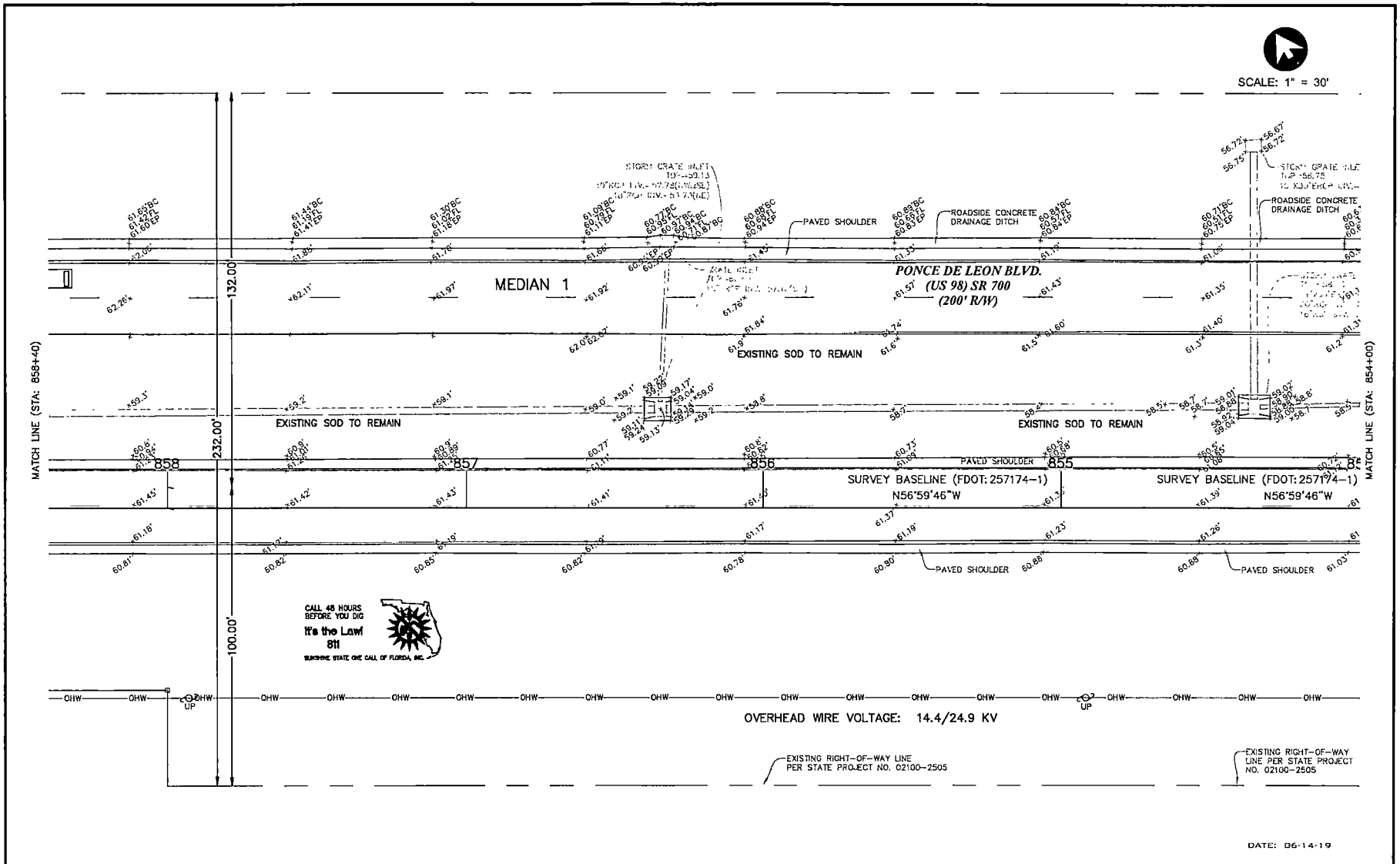
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 700	CITRUS	441857-1-58-01

SHEET DESCRIPTION: LANDSCAPE PLAN
849+60 to 854+00

SHEET NO.

Citrus County, Florida/DRMP, Inc.
~~ITB 19-002 (Re-Bid) US 98 Median Landscaping Project US 98/SR700/West Ponce De Leon Blvd~~
From Tea Rose Street to Lone Pine Street

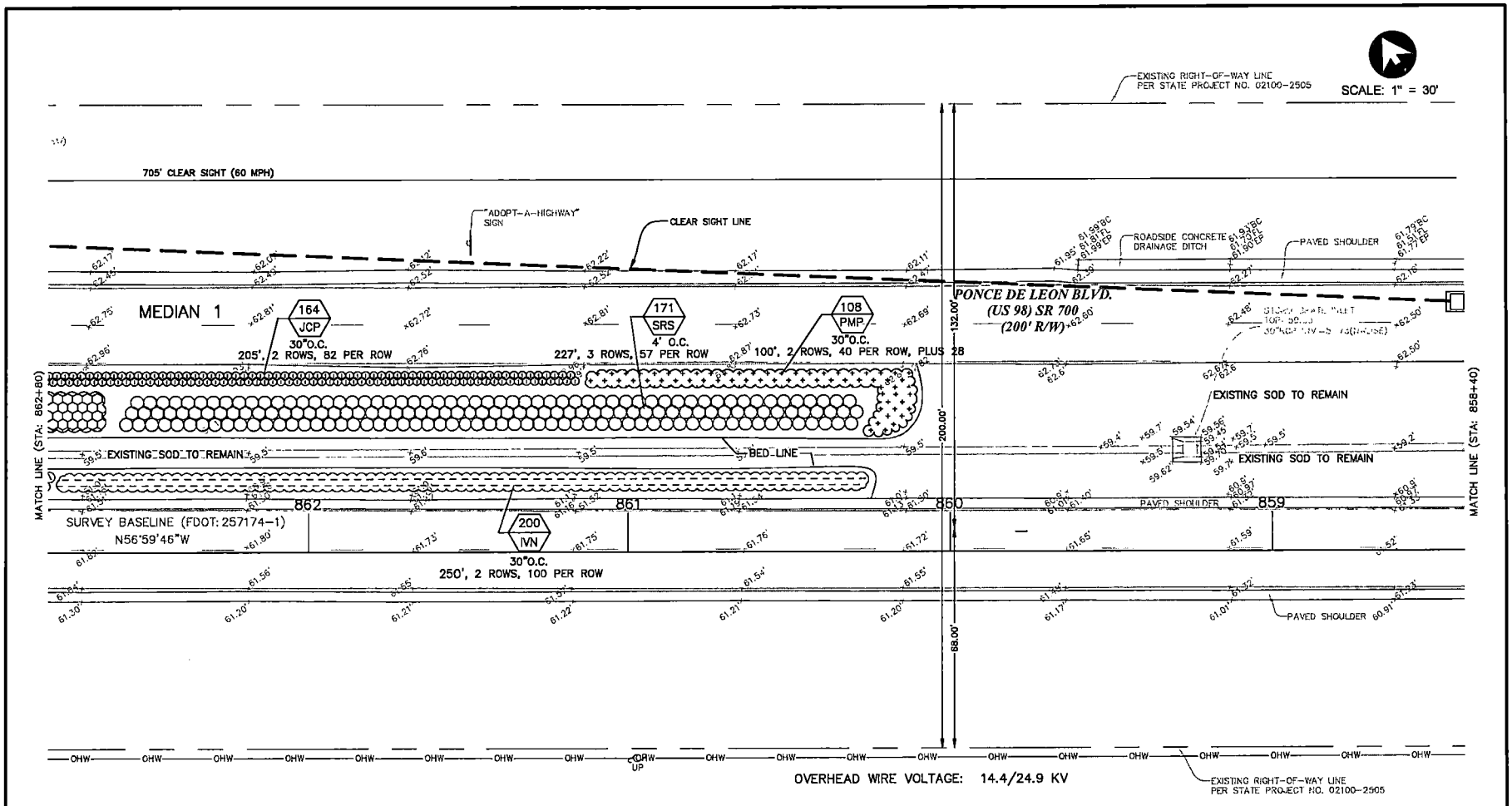
Packet Pg. 560
G.1.b
Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)



REVISIONS		SEAL		MARGARET MOORE LANDSCAPE PLANNING & DESIGN	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET DESCRIPTION	SHEET NO.
DATE	DESCRIPTION	DATE		1210 HADEN DRIVE, TRINITY, FL. 34655 PH: 727.376.0205 E-MAIL:	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	LANDSCAPE PLAN 854+00 to 858+40	
					SR 700	CITRUS	441857-1-58-01		

Citrus County, Florida/DRMP, Inc.
ITB-19-003 (Re-Bid) US 98 Median Landscaping Project US 98/SR700/West Ponce De Leon Blvd
From Tea Rose Street to Lone Pine Street

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)



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KEY	BOTANICAL NAME	COMMON NAME
IVN	ILEX VOMITORIA NANA	ILEX SCHILLINGS, DWARF HOLLY
JCP	JUNIPERUS CHINENSIS 'PARSONII'	PARSON'S JUNIPER, PARSONII
PMP	PODOCARPUS MACROPHYLLUS DWARF 'PRINGLES'	DWARF 'PRINGLES' PODOCARPUS
SRS	SERENOA REPENS 'CINERA'	SILVER SAW PALMETTO

MULCH IN ALL PLANTED BEDS 3" THICKNESS, UNIFORM, SMOOTH

DATE: 06-14-19

REVISIONS		SEAL
DATE	DESCRIPTION	DATE
07-25-19	SHADE MULCH AREAS WITHIN BEDS	

MARGARET MOORE LANDSCAPE PLANNING & DESIGN
1210 HAGEN DRIVE, TRINITY, FL. 34655
PH: 727-376-0205
EMAIL: strata@att.net

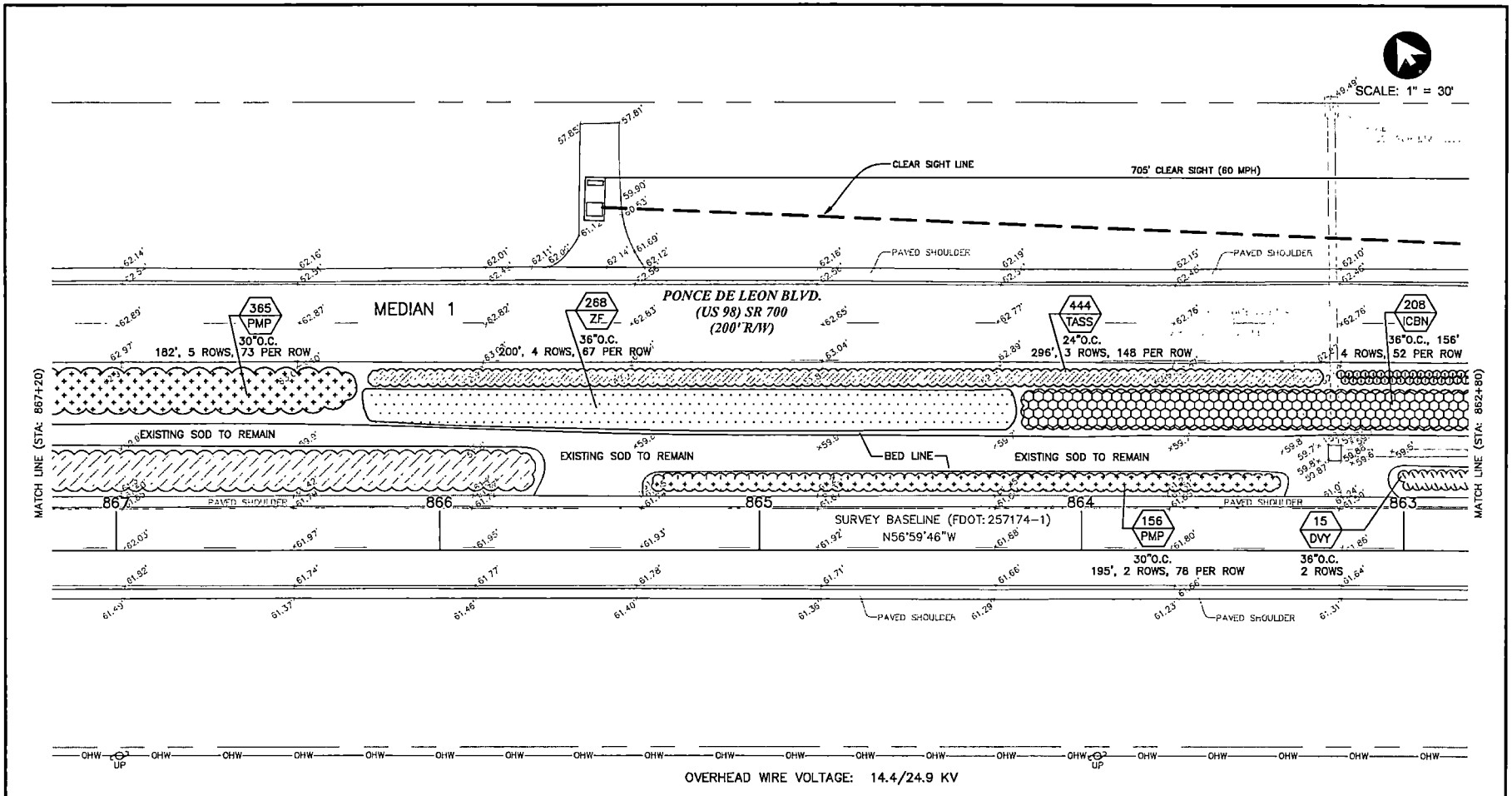
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 700	CITRUS	441857-1-58-01

SHEET DESCRIPTION: LANDSCAPE PLAN
858+40 to 862+80

SHEET NO.

Citrus County, Florida/DRMP, Inc.
~~FPID 18-692 (Re: Bird) US 98 Median Landscaping Project~~ US 98/SR700/West Ponce De Leon Blvd
From Tea Rose Street to Lone Pine Street

Packet Pg. 562
G.1.b
Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)



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KEY	BOTANICAL NAME	COMMON NAME
ICBN	ILEX CORNUTA 'BURFORDII NANA'	DWARF BURFORD HOLLY
PMP	PODOCARPUS MACROPHYLLUS DWARF 'PRINGLES'	DWARF 'PRINGLES' PODOCARPUS
DVY	DIETES VEGETA	AFRICAN IRIS, BUTTERFLY IRIS
TASS	TRACHELOSPERMUM ASIATICUM 'SUMMER SUNSET'	ASIATIC JASMINE "SUMMER SUNSET"
ZF	ZAMIA FLORIDANA	COONTIE

MULCH IN ALL PLANTED BEDS 3" THICKNESS, UNIFORM, SMOOTH

DATE: 06-14-19

REVISIONS DATE	REVISIONS DESCRIPTION	SEAL DATE	SEAL
07-25-19	SHADE MULCH AREAS WITHIN BEDS		

MARGARET MOORE LANDSCAPE PLANNING & DESIGN
1316 HADEN DRIVE, TRINITY, FL. 34655
PH: 727-376-0205
E-MAIL: strohe@verizon.net

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

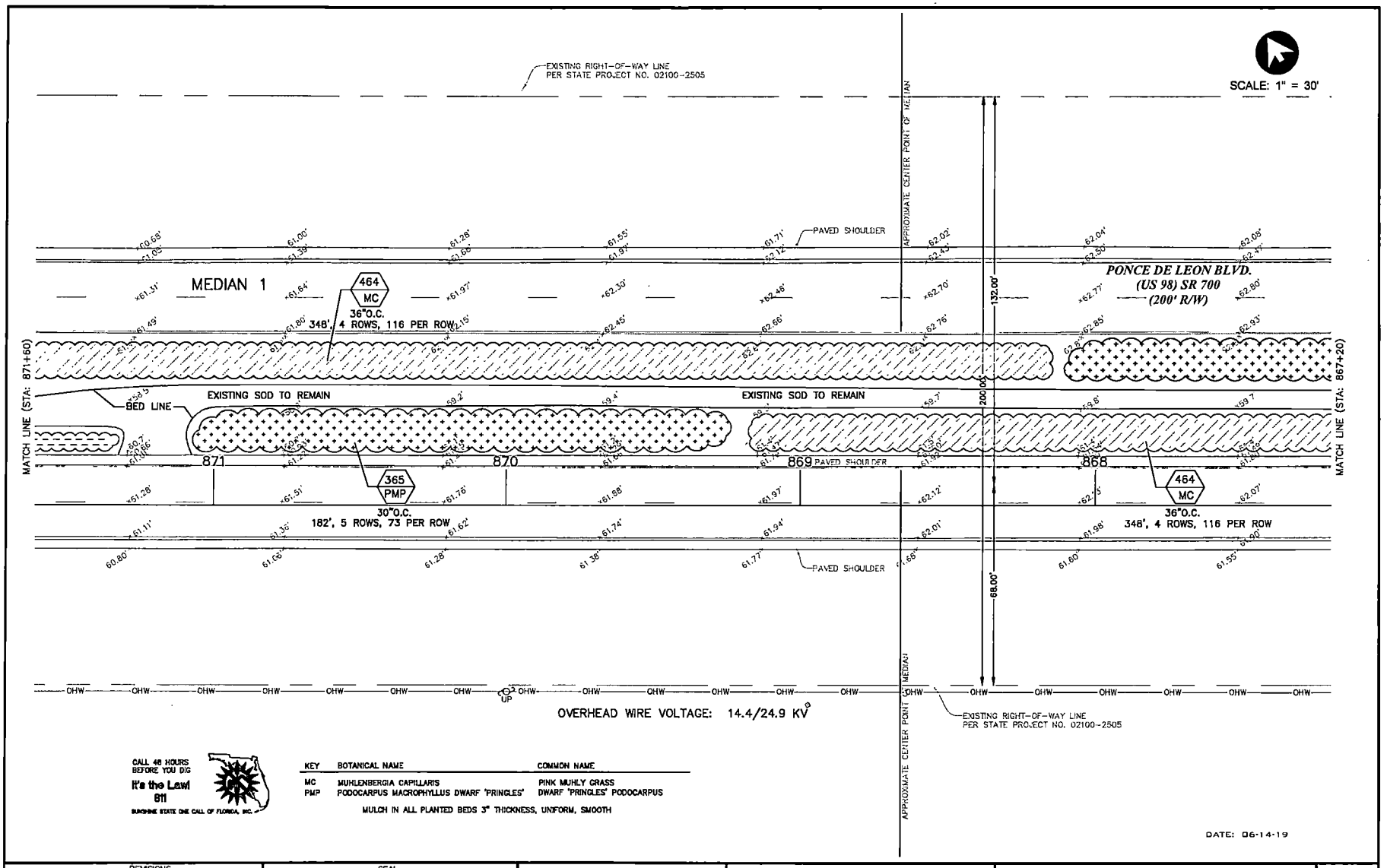
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 700	CITRUS	441857-1-58-01

SHEET DESCRIPTION: LANDSCAPE PLAN
862+80 to 867+20

SHEET NO.: 74

Citrus County, Florida/DRMP, Inc.
ITB-10-003 (To Bid) UC 98 Median Landscaping Project UC 98/SR700/West Ponce De Leon Blvd
From Tea Rose Street to Lone Pine Street

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)



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KEY	BOTANICAL NAME	COMMON NAME
MC	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS
PMP	PODOCARPUS MACROPHYLLUS DWARF 'PRINGLES'	DWARF 'PRINGLES' PODOCARPUS

MULCH IN ALL PLANTED BEDS 3" THICKNESS, UNIFORM, SMOOTH

REVISIONS		SEAL	
DATE	DESCRIPTION	DATE	
07-25-19	SHADE MULCH AREAS WITHIN BEDS		

MARGARET MOORE LANDSCAPE PLANNING & DESIGN
1210 HADEN DRIVE, TRINITY, FL. 34655
PH: 727-376-0205
E-MAIL: [illegible]

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

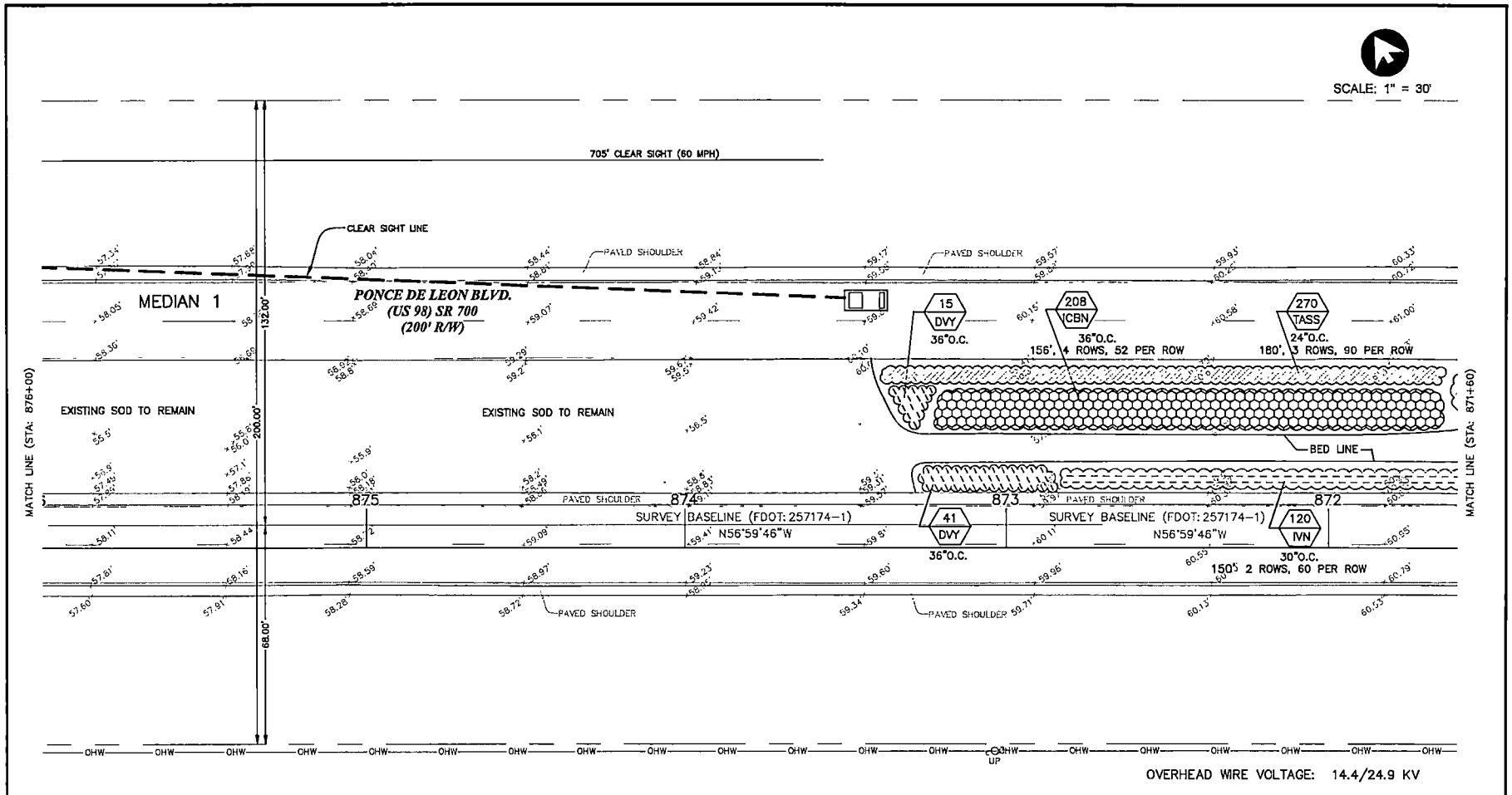
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 700	CITRUS	441857-1-58-01

SHEET DESCRIPTION
LANDSCAPE PLAN
867+20 to 871+60

SHEET NO.
Page 75 of 310

Citrus County, Florida/DRMP, Inc.
ITB 19-003 (Re Bid) US 98 Median Landscaping Project US 98/SR700/West Ponce De Leon Blvd
From Tea Rose Street to Lone Pine Street

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)



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KEY	BOTANICAL NAME	COMMON NAME
DVY	DIETES VEGETA	AFRICAN IRIS, BUTTERFLY IRIS
ICBN	ILEX CORNUTA 'BURFORDII NANA'	DWARF BURFORD HOLLY
IVN	ILEX VOMITORIA NANA	ILEX SCHILLINGS, DWARF HOLLY
TASS	TRACHELOSPERMUM ASIATICUM 'SUMMER SUNSET'	ASIATIC JASMINE "SUMMER SUNSET"

MULCH IN ALL PLANTED BEDS 3" THICKNESS, UNIFORM, SMOOTH

DATE: 06-14-19

REVISIONS DATE	DESCRIPTION
07-25-19	SHADE MULCH AREAS WITHIN BEDS

SEAL DATE

MARGARET MOORE LANDSCAPE PLANNING & DESIGN
1210 HAGEN DRIVE, TRINITY, FL. 34655
PH: 727-376-0205
E-MAIL: [redacted]

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

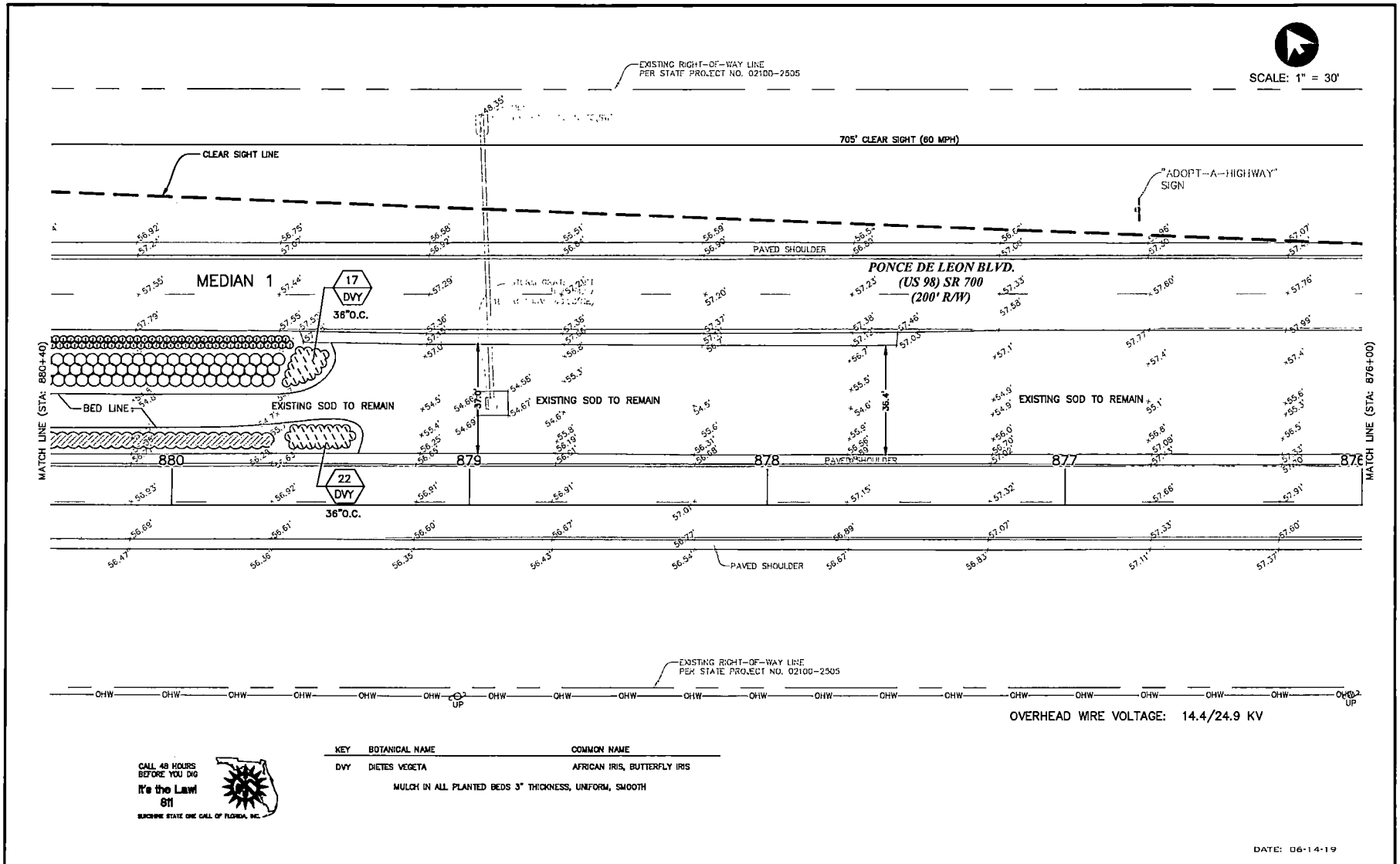
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 700	CITRUS	441857-1-58-01

SHEET DESCRIPTION: LANDSCAPE PLAN
871+60 to 876+00

SHEET NO.: 76 of 83

Citrus County, Florida/DRMP, Inc.
ITB-19-002 (Re-Bid) US 98 Median Landscaping Project - US 98/SR700/West Ponce De Leon Blvd
From Tea Rose Street to Lone Pine Street

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)



KEY	BOTANICAL NAME	COMMON NAME
DVY	DIETES VEGETA	AFRICAN IRIS, BUTTERFLY IRIS

MULCH IN ALL PLANTED BEDS 3" THICKNESS, UNIFORM, SMOOTH

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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

DATE: 06-14-19

REVISIONS DATE	REVISIONS DESCRIPTION	SEAL DATE
07-25-19	SHADE MULCH AREAS WITHIN BEDS	

MARGARET MOORE LANDSCAPE PLANNING & DESIGN
1210 HADEN DRIVE, TRINITY, FL. 34655
PH: 727-376-0205
E-MAIL: almoore@verizon.net

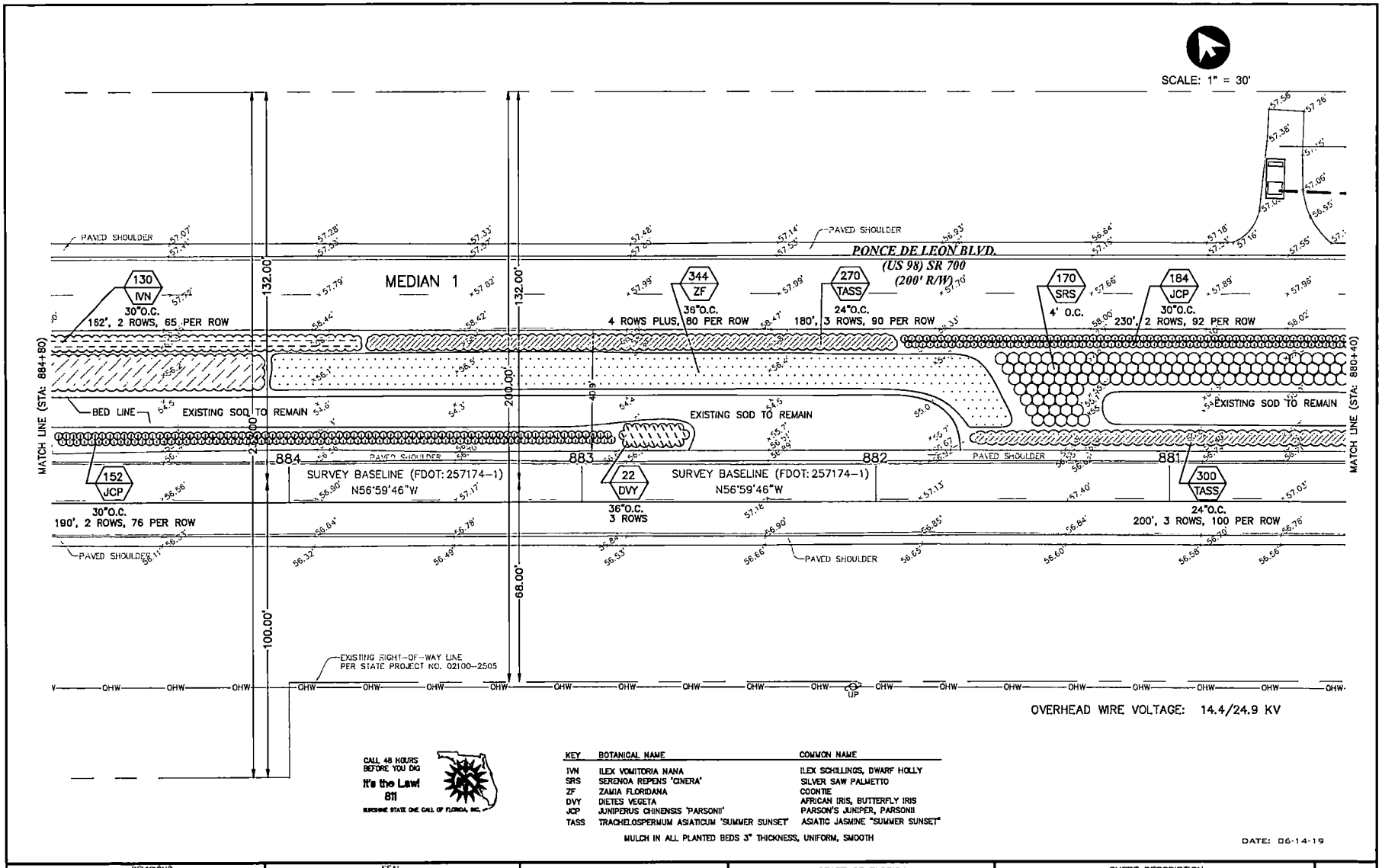
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 700	CITRUS	441857-1-58-01

SHEET DESCRIPTION: LANDSCAPE PLAN
876+00 to 880+40

SHEET NO.

Citrus County, Florida/DRMP, Inc.
~~ITB 18-002 (Re Bid) US 98 Median Landscaping Project US 98/SR 700/West Ponce De Leon Blvd~~
From Tea Rose Street to Lone Pine Street

Packet Pg. 566
G.1.b
Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)



KEY	BOTANICAL NAME	COMMON NAME
IVN	ILEX VOMITORIA NANA	ILEX SCHILLINGS, DWARF HOLLY
SRS	SERENOA REPENS 'CINERA'	SILVER SAW PALMETTO
ZF	ZAMIA FLORIDANA	COONTIE
DVY	DIETES VEGETA	AFRICAN IRIS, BUTTERFLY IRIS
JCP	JUNIPERUS CHINENSIS 'PARSONII'	PARSON'S JUNIPER, PARSONII
TASS	TRACHELOSPERMUM ASIATICUM 'SUMMER SUNSET'	ASIATIC JASMINE "SUMMER SUNSET"

MULCH IN ALL PLANTED BEDS 3" THICKNESS, UNIFORM, SMOOTH

DATE: 06-14-19

REVISIONS DATE	REVISIONS DESCRIPTION
07-25-19	SHADE MULCH AREAS WITHIN BEDS

SEAL

MARGARET MOORE LANDSCAPE PLANNING & DESIGN
1216 HADEN DRIVE, TRINITY, FL. 34655
PH: 727-376-0205
E-MAIL: [redacted]

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

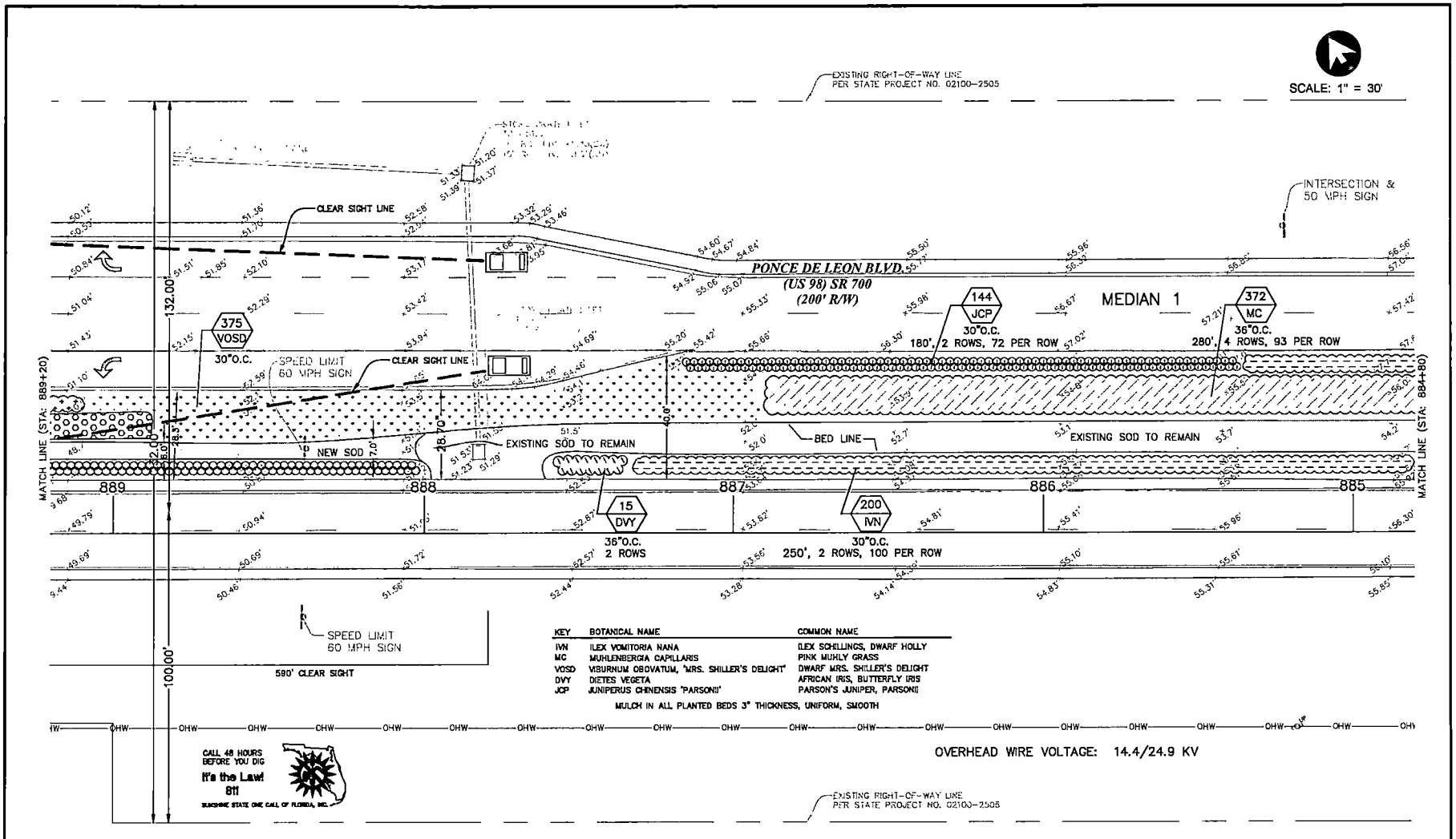
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 700	CITRUS	441857-1-58-01

SHEET DESCRIPTION: LANDSCAPE PLAN
880+40 to 884+80

SHEET NO. 78 of 813

Citrus County, Florida/DRMP, Inc.
ITB 19-002 (Re-Bid) US 98 Median Landscaping Project "US 98/SR700/West Ponce De Leon Blvd
From Tea Rose Street to Lone Pine Street

Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)



REVISIONS		SEAL
DATE	DESCRIPTION	DATE
07-25-19	SHADE MULCH AREAS WITHIN BEDS	

MARGARET MOORE LANDSCAPE PLANNING & DESIGN
1210 HAGEN DRIVE, TRINITY, FL. 34655
PH: 727-376-0203
EMAIL: slmdsn@att.com.net

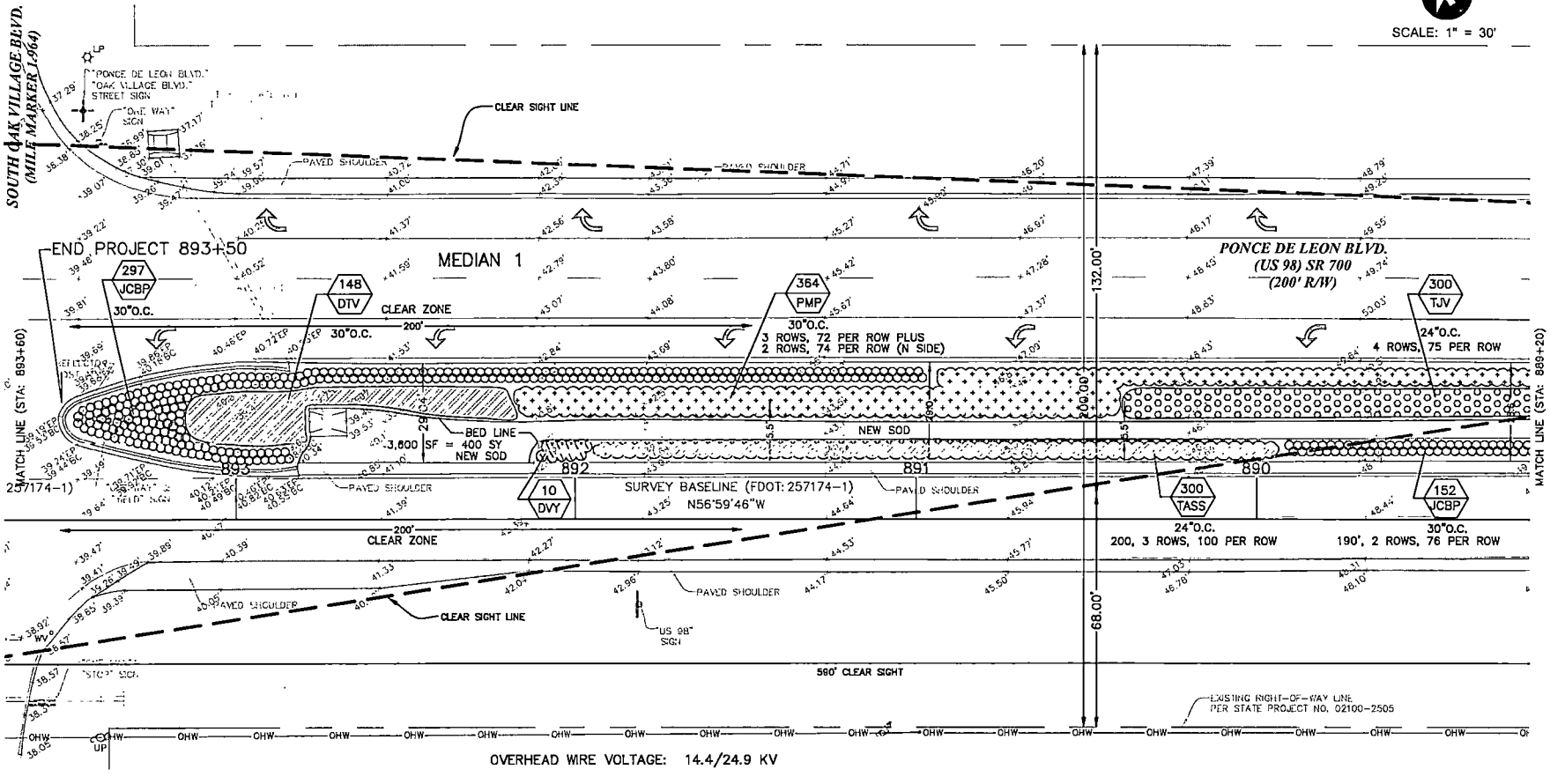
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 700	CITRUS	441857-1-58-01

SHEET DESCRIPTION: LANDSCAPE PLAN
884+80 to 889+20

SHEET NO.

Citrus County, Florida/DRMP, Inc.
ITB 19-002 (Re-Bid) US 98 Median Landscaping Project, US 98/SR700/West Ponce De Leon Blvd
From Tea Rose Street to Lone Pine Street

Packet Pg. 568
G.1.b
Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)



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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

KEY	BOTANICAL NAME	COMMON NAME
PMP	PODOCARPUS MACROPHYLLUS DWARF 'PRINGLES'	DWARF 'PRINGLES' PODOCARPUS
DTV	DIANELLA TASMANICA VARIEGATA	VARIEGATED FLAX LILY
DVY	DIETES VEGETA	AFRICAN IRIS, BUTTERFLY IRIS
JCBP	JUNIPERUS CONFERTA 'BLUE PACIFIC'	DWARF SHORE JUNIPER 'BLUE PACIFIC'
TJV	TRACHELOSPERMUM JASMINOIDS 'VARIEGATUM'	VARIEGATED JASMINE, STAR JASMINE
TASS	TRACHELOSPERMUM ASIATICUM 'SUMMER SUNSET'	ASIATIC JASMINE "SUMMER SUNSET"

MULCH IN ALL PLANTED BEDS 3" THICKNESS, UNIFORM, SMOOTH

DATE: 06-14-19

REVISIONS		SEAL
DATE	DESCRIPTION	DATE
07-25-19	SHADE MULCH AREAS WITHIN BEDS	

MARGARET MOORE LANDSCAPE PLANNING & DESIGN
1210 HAGEN DRIVE, TRINITY, FL. 34655
PH: 727-376-0205
E-MAIL: [illegible]

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 700	CITRUS	441857-1-58-01

SHEET DESCRIPTION
LANDSCAPE PLAN
889+20 to 893+50

SHEET NO.

Citrus County, Florida/DRMP, Inc.
[illegible]
From Tea Rose Street to Lone Pine Street

Packet Pg. 569
G.1.b
Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

LANDSCAPE SUMMARY AND SPECIFICATIONS

MEDIAN 1: MAXIMUM 1:4 SLOPE

LANDSCAPE IMPROVEMENTS FOR U.S. 98 (SR 700) MEDIAN: FROM JUST WEST OF LONE PINE STREET, WEST, TO SOUTH VILLAGE BLVD. (MEDIAN #1)

PAY ITEM NO.	PAY SIZE		KEY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS– INSTALLED SIZE	SPACING	MAX. MAINTAINED HT.	QUANTITY						GRAND TOTAL	REMARKS
						ALL PLANTS SHALL BE FLORIDA #1 OR BETTER		All non-trunked plants within clear sight limits to be maintained at 18" above top of curb.)	MEDIAN # 1							
		SHRUBS							SH 4–5	SH 6–7	SH 8–9	SH 10–11	SH 12–13	SH 14–15		
580–1–1	SMALL		ICBN	ILEX CORNUTA 'BURFORDII NANA'	DWARF BURFORD HOLLY	3 Gal., 12" – 14" sp., full, uniform	36" O.C.	natural overall ht.	–	–	208	208	–	–	416	Drought/deer/frost resist.
	SMALL	**	IVN	ILEX VOMITORIA NANA	ILEX SCHILLINGS, DWARF HOLLY	3 Gal., 12" – 14" sp., full, uniform	30" O.C.	natural overall ht.	200	–	200	120	130	200	850	Drought/deer/frost resist.
	SMALL	**	MC	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	3 Gal., 18" – 19", full, uniform, pink	36" O.C.	natural overall ht.	514	–	–	928	–	372	1,814	Cut back to 8" in spring.
	SMALL		PMP	PODOCARPUS MACROPHYLLUS DWARF 'PRINGLES'	DWARF 'PRINGLES' PODOCARPUS	3 Gal., 12" – 14" sp., full, uniform	30" O.C.	18" above T.O.C. in clear zone	231	268	629	365	–	364	1,857	Drought/frost resistant.
	SMALL	**	SRS	SERENOA REPENS 'CINERA'	SILVER SAW PALMETTO	3 Gal., 14" – 18" sp., full, uniform	48" O.C.	natural overall ht.	–	–	171	–	170	–	341	Deer/frost/drought resist.
	SMALL	**	VOSD	VIBURNUM OBOVATUM, 'MRS. SHILLER'S DELIGHT'	DWARF MRS. SHILLER'S DELIGHT	3 Gal., 12" – 14" sp., full, uniform	30" O.C.	natural o.a.h., except clear zone	501	–	–	–	–	375	876	Blooms year around.
	SMALL	**	ZF	ZAMIA FLORIDANA	COONTIE	3 Gal., 14 – 16" sp. full, uniform, matching	36" O.C.	natural overall ht.	–	–	265	–	344	–	612	Drought/frost resistant.
		GROUND COVER PLANTS														
	SMALL		DTV	DIANELLA TASMANICA VARIEGATA	VARIEGATED FLAX LILY	3 Gal., 12" – 14" sp., full, uniform	30" O.C.	18" above T.O.C. in clear zone	178	–	–	–	–	148	326	Drought resist/low maint.
	SMALL		DVV	DIETES VEGETA	AFRICAN IRIS, BUTTERFLY IRIS	3 Gal., full pots, yellow flower	30" O.C.	natural overall ht.	–	–	15	56	81	25	157	Drought resist./butterflies.
	SMALL		JCP	JUNIPERUS CHINENSIS 'PARSONI'	PARSON'S JUNIPER, PARSONII	3 Gal., full, 12 – 14" spread, uniform	30" O.C.	natural overall ht.	–	–	184	–	336	144	644	Drought/frost resistant.
	SMALL		JCBP	JUNIPERUS CONFERTA 'BLUE PACIFIC'	DWARF SHORE JUNIPER 'BLUE PACIFIC'	3 Gal., full, 12 – 14" spread, uniform	30" O.C.	natural overall ht.	404	–	–	–	–	449	853	Drought/frost resistant.
	SMALL		TASS	TRACHELOSPERMUM ASIATICUM 'SUMMER SUNSET'	ASIATIC JASMINE 'SUMMER SUNSET'	1 Gal., full pots, min. 3 runners, 6 – 10" long.	24" O.C.	natural overall ht.	–	–	444	270	570	300	1,584	Edge to keep within bed
	SMALL		TJV	TRACHELOSPERMUM JASMINOIDS 'VARIEGATUM'	VARIEGATED JASMINE, STAR JASMINE	3 Gal., full pots, min. 3 runners, 10 – 12" long	24" O.C.	natural overall ht.	360	–	–	–	–	300	660	fragrant/hummingbirds, deer and drought resist. Edge to keep within bed
								TOTAL SHRUBS AND GROUND COVER:	2,388	268	2,099	1,947	1,611	2,677	10,990	
570–1		SOD		PASPALUM NOTATUM	BAHIA GRASS	Lay solidly where indicated on plan – West end of median –									Sta. 888 to 892+80= 400 SY	
		MULCH		TO COVER 11,222 SY OF PLANTING BEDS	PINE BARK NUGGETS	Do not place directly against plant stems. If mulch is blown into beds, do not blow on top of plants but rather around plants. To be spread 3" uniform thickness: 11,222 SY										
		SOIL MIX			SOIL MIX	To be added to back fill all planting pits. Install clean friable soil mix with a pH between 5.5 and 7. See Median Preparation and Installation Information Notes. 228 CY (to back fill planting pits)										
						50% sand, 15–25% silt, 10–15% clay and a minimum organic content of 10%. Fertilizer to be included in unit price of mix.										
		SITE (MEDIAN) PREPARATION				See Median Preparation/Installation Notes.										
		MAINTENANCE OF PLANTS				Included until the 90 day establishment period										
102–1		IRRIGATION: Water supplied by Sugarmill Woods and water is included during installation.				By water truck for 90 day establishment period										

** NATIVE

NO PLANT SUBSTITUTIONS ARE TO BE MADE WITHOUT WRITTEN APPROVAL FROM FDOT, DESIGNER, SUGARMILL H.O.A. AND CITRUS COUNTY.

MEDIAN PREPARATION AND INSTALLATION INFORMATION:

TO RETAIN THE EXISTING SLOPES OF THE SWALES AND TO AVOID WASHOUTS AND RESTRUCTURING, OUTLINE ALL NEW LANDSCAPE BEDS ADJACENT TO AREAS WHERE EXISTING SOD WILL BE RETAINED AND USING ROUND–UP OR OTHER WEED/GRASS KILLER SPRAY ALL NEW BED AREAS TO KILL EXISTING WEEDS AND SOD. ALSO SPRAY ONE AREA WHERE NEW SOD IS SPECIFIED TO BE INSTALLED TO KILL EXISTING SOD AND WEEDS. AFTER EXISTING SOD AND WEEDS HAVE TURNED TO DUST, RAKE OUT AREAS AND REMOVE ROCKS AND DEBRIS. CALL DESIGNER AND COUNTY REPRESENTATIVE FOR FINAL GRADE INSPECTION. AFTER APPROVAL OF FINAL GRADE, SET UP SHRUBS AND GROUND COVER PLANTS PER LANDSCAPE PLANS AND CALL LANDSCAPE DESIGNER AND COUNTY REP. FOR INSPECTION AND APPROVAL OF PLANT LAYOUT AND PLACEMENT. AFTER APPROVAL, PREPARE PLANTING PITS TWICE THE WIDTH OF THE 3 GAL. ROOT BALL, INSTALL SHRUBS AND GROUND COVERS AND BACKFILL WITH SOIL MIX AND FERTILIZER (SEE NOTE THIS SHEET.) SEAL IN PLANTS WITH WATER AND RAKE OUT MEDIANS UNTIL SMOOTH RETAINING ORIGINAL SLOPES. APPLY PRE–EMERGENT (COST IS CONSIDERED INCIDENTAL AND NOT PAID FOR SEPARATELY) CAREFULLY, INSTALL MULCH KEEPING A SMOOTH 3" UNIFORM DEPTH (SEE NOTES/DETAILS). SCHEDULE WALK–THROUGH WITH DESIGNER AND COUNTY. KEEP ALL PLANTS WATERED, FERTILIZED, MULCHED, AND PRUNED AS NECESSARY TO ASSURE SPECIFIED MINIMUM GRADE OF FLORIDA #1 THROUGHOUT DURATION OF PROJECT CONSTRUCTION AND THE 90 DAY MATERIAL ESTABLISHMENT PERIOD. LANDSCAPE MAINTENANCE AND WATERING ARE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR UNTIL FINAL ACCEPTANCE BY COUNTY AND THE FDOT. IF, DURING INSTALLATION, SOD TO BE RETAINED IS DAMAGED, REPAIR GRADE AND REPLACE WITH NEW SOD.

ABBREVIATIONS:

B&B – BAG AND BURLAP
C. – CALIPER 6" ABOVE GR.
C.S.L. – CLEAR SIGHT LINE
C.T. – CLEAR TRUNK
FL. – FLOWER
GAL. – GALLON
GR.CV. – GROUNDCOVER PLANTS
GR. – GROUND
HT. – OVER ALL HEIGHT
MIN. – MINIMUM
O.C. – ON CENTER
O.A. – OVER ALL
SP. – SPREAD
SPEC. – SPECIFICATION
STD. – STANDARD
T.O.C – TOP OF CURB

IF DURING CONSTRUCTION/INSTALLATION ACTIVITIES ANY EVIDENCE OF HISTORIC RESOURCES, INCLUDING BUT NOT LIMITED TO ABORIGINAL OR HISTORIC POTTERY, PREHISTORIC STONE TOOLS, BONE OR SHELL TOOLS, HISTORIC TRASH PITS, OR HISTORIC BUILDING FOUNDATIONS ARE DISCOVERED, WORK SHALL COME TO AN IMMEDIATE STOP AND THE FLORIDA DEPARTMENT OF HISTORIC RESOURCES (STATE HISTORIC PRESERVATION OFFICER) AND THE FDOT SHALL BE NOTIFIED WITHIN TWO WORKING DAYS OF THE RESOURCES FOUND ON THE SITE.

IF DURING CONSTRUCTION/INSTALLATION ANY EVIDENCE OF THE PRESENCE OF STATE AND FEDERALLY PROTECTED PLANT AND/OR ANIMAL SPECIES IS DISCOVERED, WORK SHALL COME TO AN IMMEDIATE STOP AND THE FDOT SHALL BE NOTIFIED WITHIN TWO WORKING DAYS OF THE PLANT AND/OR ANIMAL SPECIES FOUND ON THE SITE.

PLANTING SOIL SPECIFICATION

PLANTING SOIL MIX SHALL CONSIST OF 50% SAND, 15–25% SILT, 10–15% CLAY AND A MINIMUM ORGANIC CONTENT OF 10%, WELL MIXED. FERTILIZER SHALL BE ADDED AS PER THE FERTILIZATION CHART SHOWN BELOW. THE PH SHALL BE NOT LESS THAN FIVE (5.5) OR GREATER THAN SEVEN (7). THE CONTRACTOR SHALL SUBMIT A COMPLETE SOIL ANALYSIS OF EACH MEDIAN FOR REVIEW ALONG WITH PROPOSED SOIL MIX SAMPLE.

Scotts® Agriform® Tablets are recommended for ground cover and shrub planting as they contain a nutrient analysis of 20-10-5 and include micronutrients.

AT PLANTING: FERTILIZER FOR SHRUBS

At planting time use Scotts® Agriform® Tablets (15 grams each) at the rates below, depending upon the size of the shrub's container. Set the plant in the hole, backfill halfway and place the tablet(s) in equally spaced positions around the root ball. Complete backfill, tamp soil, and water thoroughly.

Gal.	Tablets
1	1
2	2
3-5	3

Alternately, Osmocote® for Florida (16-7-12) granules may be distributed around each plant and incorporated into the soil immediately surrounding the plant. The "for Florida" formulation is specially tolerant of high temperatures. Application rates are as follows:

Gal.	Osmocote® granules
1	1 ½ tbsp.
2	¼ cup
3	½ cup

DEFINITIONS:

1. "CONTAINER GROWN" PLANTS SHALL BE HEALTHY, VIGOROUS, WELL ROOTED PLANTS, GROWN IN A CONTAINER WITH WELL ESTABLISHED ROOT SYSTEMS REACHING SIDES OF CONTAINER AND MAINTAINING A FIRM BALL WHEN REMOVED FROM CONTAINER. CONTAINER SHALL BE RIGID ENOUGH TO HOLD BALL SHAPE AND TO PROTECT ROOT MASS DURING SHIPPING AND BE SIZED ACCORDING TO ANSI Z60.1 FOR KIND, TYPE, AND SIZE OF PLANT REQUIRED. (ANSI– American National Standards Institute). ANSI Z60.1, American Standard for Nursery Stock.
2. "FINAL ACCEPTANCE" SHALL MEAN WHEN ALL THE REQUIREMENTS OF THE LANDSCAPE DRAWINGS ARE COMPLETED, INCLUDING PUNCH–LIST ITEMS, TO THE SATISFACTION OF THE COUNTY, FDOT, AND THE SUGARMILL WOODS HOMEOWNER'S ASSOCIATION.
3. "WARRANTY PERIOD" OR "MAINTENANCE PERIOD" BEGINS UPON FINAL ACCEPTANCE BY THE COUNTY, THE FDOT, AND THE SUGARMILL WOODS HOMEOWNER'S ASSOCIATION AND CONTINUES FOR 12 MONTHS.

WATERING: Method of watering shall be with water truck provided by landscape contractor: All plants shall be watered twice during the first 24 hour period after planting. All plants shall be watered three times weekly during the first two months after planting. Thereafter, all plants shall be watered twice a week during the first growing season. For the above watering schedules, a rainfall event totaling one inch shall serve as one watering. Landscape contractor shall be responsible for all watering as required until 1 year establishment has been accepted.

GENERAL MAINTENANCE:
Maintenance shall begin immediately after each plant is installed and shall continue until all planting has passed final inspection and acceptance. Maintenance shall include watering, edging, weeding, pruning, cultivating, fertilizing, removal of dead materials, resetting plants to proper planting depths, and any other necessary maintenance operations. Any damage resulting from planting operations shall be repaired promptly at no cost to the FDOT or the Sugarmill Woods Home Owner's Association. In the event of the threat of serious damage resulting from insects or disease prior to final acceptance, the plants shall be treated by preventative or remedial measures approved for good horticultural practices at no cost to the FDOT or the Sugarmill Woods Home Owner's Association.

MULCHING AND WEED PREVENTION:
Before mulching, a pre-emergent herbicide shall be applied directly to the soil in all new shrub beds to prevent future growth of weeds. Numerous products are available including Surflan®, Treflan®, Snapshot®, Gallery®, Dacthal®, Pennant®, Acclaim®, Stomp®, and Derby®. Follow label directions and use dilution and application rates approved for each plant species. Level soil as necessary and remove debris prior to herbicide application. Do not apply on a windy day. Avoid over-spray onto plant foliage and onto grass. Control is desired for both grasses/sedges and broadleaf weeds so more than one product may be required. If more than one product is used, use only products which are approved for use together and mix only at approved dilution rates. In subsequent years, pre-emergent herbicide is to be applied once a year, in February. Manual Weeding shall occur twice a month in the growing season. The frequency of weeding may be reduced in the winter months. All beds shall be mulched to a depth of three (3) inches with ground hardwood mulch as soon as possible after planting and application of herbicide. Mulch maintenance is to occur twice a year, once in the fall, once again in the spring, after the herbicide is applied.

PRUNING: Most shrubs are specified to be kept at natural height or maximum 18" in clear zones. Prune to retain typical growth habit for individual species except in clear zones.

OVERHEAD WIRE VOLTAGE ON SOUTH SIDE S.R.700: 14.4/24.9 KV

DATE: 06–14–19

REVISIONS DATE	REVISIONS DESCRIPTION	SEAL DATE	SEAL
07/25/19	REVISED NOTES TO INCLUDE "COUNTY"		

MARGARET MOORE LANDSCAPE PLANNING & DESIGN
1210 HAGEN DRIVE, TRINITY, FL. 34655
PH: 727-376-0205
E-MAIL: [redacted]

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 700	CITRUS	441857–1–58–01

SHEET DESCRIPTION: LANDSCAPE PLAN: SUMMARY & SPECIFICATIONS AND NOTES

SHEET NO.: LD–16

LANDSCAPE NOTES -

1. All landscape material shall be installed and maintained at all times in a manner whereby traffic control signage and devices are visible to motorists and pedestrians.
2. Location of all utilities and base information is approximate. Contractor shall verify all underground utilities and obstructions and coordinate with County and FDOT representative prior to beginning installation work. Contractor shall be responsible to repair or replace any damage committed to existing elements above or below ground to its original condition and to the satisfaction of the owner's representative.
3. Contractor shall field adjust location of plant material as necessary to avoid damage to existing underground utilities and/or existing above ground elements. All changes required shall be completed at the contractor's expense and shall be coordinated with the County representative.
4. Contractor shall set up or field stake the location of all plant material prior to initiating installation for the review and approval of County and designer. The location of plant material is subject to field change.
5. Contractor shall clean the work areas at the end of each working day. Rubbish and debris shall be collected and deposited as directed daily. All materials, products, and equipment shall be stored in an organized fashion as directed by the County representative.
6. All plant material shall be in full and strict accordance with Florida No. 1 grade, according to the "Grades and Standards for Nursery Plants" published by the Florida Department of Agriculture and Consumer Services, 2015 Edition.
7. Contractor shall remove existing vegetation as needed in median 1 to prepare new beds for landscaping per plan. See "Median Preparation and Installation" note Sheet LD-16.
8. Contractor shall add soil mix and fertilizer to plant pits. See "Median Preparation and Installation" and soil mix/fertilizer specifications. Sheet LD-16.
9. Contractor shall show the unit price of plant material.
10. Contractor and employee vehicle parking shall be coordinated with the County representative. Shuttling of employees to the project areas shall be the responsibility of the contractor.
11. Construction access shall be indicated by County rep. Coordination of heavy equipment and materials shall be the contractor's responsibility. The contractor shall be responsible for scheduling and coordination of work with other trades and the County representative.
12. The contractor shall take whatever means that may be necessary to fully understand all the access routes, construction schedules in order to provide a complete and finished project on schedule.
13. All container sizes noted are minimum. Increase size if necessary to provide plant size and specifications. All height and spread specifications are minimum.
14. Shrub and groundcover bed quantities are indicated for each plant bed/median. All plant quantities for proposals shall be derived solely from drawings and specifications.
15. Shrub and groundcover spacing is indicated on the plant list, under "spacing" for all plants and shall apply for all "mass planting".
16. Fertilizer shall be delivered to the site unopened in original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall not be acceptable. The fertilizer and application rate shall be as recommended from the soil analysis (See Chemical Analysis of Fertilizer) in attached information, Sheet LD-16.
17. The Contractor shall contact Citrus County Engineering at 352-527-5446 and the Department's Brooksville Operation Center at 352-848-2600 and One-Call, 811 two (2) full working days prior to the start of installation.
18. Pursuant to Section 2.10 of the Department's "Roadway and Roadside Maintenance" Procedure (Topic No. 850-000-015-I of 01/01/2014,) all contractors who contract the application of fertilizer shall ensure they are licensed commercial applicators who have been trained through the Green Industry BMP Program, and have obtained a limited certification for urban landscape commercial fertilizer application under Section 482.1562 F.S. The contractor shall furnish either the Citrus County Engineering Division or the District Landscape Architect or the District Roadside Vegetation Coordinator current copies of licenses/certifications belonging to personnel who will be involved in the application of fertilizer on the Department's Right of Way prior to the start of installation.
19. Application of herbicides shall be performed by a person possessing a current Florida Restricted Use Pesticide License in the Core Curriculum, Right of Way of Aquatic categories. The County will need copies of this license prior to the start of work.
20. All shrubs and ground cover are warrantied for a period of 1 year per specification.
21. All plant material shall be replaced within 30 days of their demise and/or removal.

DELIVERY, STORAGE, AND HANDLING OF PLANT MATERIAL:

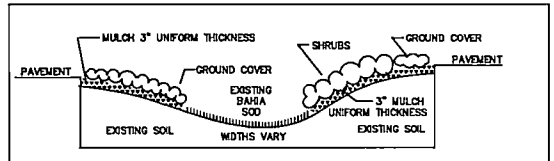
1. IF PLANTING IS DELAYED MORE THAN SIX HOURS AFTER DELIVERY, SET PLANTS IN SHADE, PROTECT FROM WEATHER AND MECHANICAL DAMAGE AND KEEP ROOTS MOIST.
2. DO NOT DROP OR THROW PLANTS DURING UNLOADING OR AT ANY TIME DURING INSTALLATION.
3. ANY PLANTS DROPPED OR FOUND UNACCEPTABLE SHALL BE IMMEDIATELY REMOVED FROM SITE.
4. DO NOT REMOVE CONTAINER-GROWN PLANTS FROM CONTAINERS UNTIL PLANTING TIME.
5. DO NOT LIFT OR DRAG PLANTS BY STEMS OR TRUNKS. HANDLE PLANTS BY LIFTING ROOT BALL.
6. DO NOT BEND, BIND OR TIE SHRUBS IN A WAY THAT WOULD DESTROY OR DAMAGE THEIR NATURAL SHAPE.
7. WHEN TRANSPORTING, ALL PLANT MATERIAL MUST BE COVERED.

ONGOING MAINTENANCE TASKS & SCHEDULE:

FERTILIZING:	USE A FERTILIZER CONTAINING MICRO NUTRIENTS AND FERTILIZE SHRUBS, GROUNDCOVER AND GRASS 3 TIMES PER YEAR, SPRING, MIDSUMMER AND FALL.
TRIMMING:	MONTHLY DURING SUMMER AND BI-MONTHLY THEREAFTER, OR MORE OFTEN IF NEEDED, TO KEEP SHRUBS AND GROUNDCOVER WITHIN THE LIMITS OF CLEAR SIGHT AND TO MAINTAIN A NEAT AND HEALTHY APPEARANCE. SHRUBS SHOULD NOT BE TRIMMED "SQUARE" BUT RATHER, ROUNDED WITH THE TOP AREA OF PLANT SMALLER THAN THE SIDES TO ALLOW FOR THE GREATEST NUMBER OF FLOWERS/LEAVES TO BE EXPOSED TO THE SUN. WHEN PLANTS OF SAME PLANT SPECIES HAVE GROWN TOGETHER, DO NOT "SQUARE OFF" MASS PLANTING BUT RATHER "ROUND OFF" THE GROUP AS A WHOLE. LEAVE A 2" SPACE BETWEEN PLANT TYPES. IF FREEZE DAMAGES SHRUBS, TRIM BACK AND REMOVE ALL DAMAGED LEAVES AFTER DANGER OF FROST IS PAST. SHRUBS AND GROUNDCOVER SHALL BE MAINTAINED AT 24" MAX. MAINTAINED HEIGHT FROM THE EDGE OF PAVEMENT TO THE TOP OF SHRUB OR GROUNDCOVER (FMD Sect. 212.11.6)
MOWING/EDGING:	WEEKLY DURING THE SUMMER MONTHS AND BI MONTHLY THEREAFTER. VINES WILL REQUIRE EDGING TO KEEP WITHIN THEIR BED AREA AND OFF PAVEMENT.
MULCHING:	SPRING AND FALL. KEEP A SMOOTH 3" UNIFORM THICKNESS OF 100% PINE BARK. DYED MULCH IS NOT ACCEPTABLE.
WEEDING:	BI-WEEKLY DURING SUMMER MONTHS AND MONTHLY THEREAFTER OR MORE OFTEN IF NEEDED. NEVER SPRAY ROUND-UP ON WINDY DAYS. REMOVE HAND PULLED WEEDS FROM SITE PROMPTLY. CONSIDER HAVING "PLATEAU" (AN HERBICIDE FOR BROADLEAF) AND, EITHER "SELECT" OR "FUSILADE" (FOR GRASSY WEEDS) SPRAYED BY A LICENSED COMPANY AS NEEDED. THEY ARE USUALLY APPLIED TO WEEDS IN EARLY SPRING AND LATE FALL.
DISEASE/PESTS:	INSPECT ALL PLANTS BI-WEEKLY. APPROVED INSECTICIDES, FUNGICIDES, OR BIOLOGICAL CONTROLS SHALL BE PRESCRIBED AND APPLIED BY A LICENSED COMPANY ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
LITTER REMOVAL:	LITTER IS TO BE REMOVED BI-WEEKLY.

CALL 48 HOURS BEFORE YOU DIG
It's the Law!
811
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

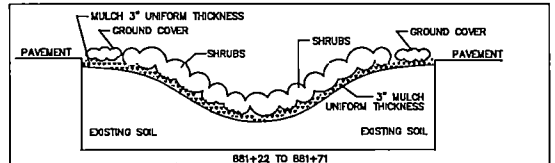
DATE: 06-14-19



TYPICAL CROSS-SECTION MULCH, SOD:

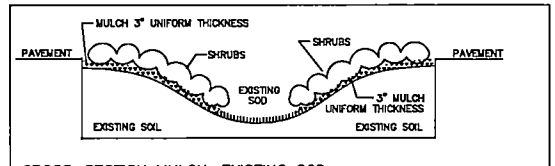
STN. 880+5 TO 883+4
STN. 883+30 TO 885+38
STN. 871+24 TO 873+40
STN. 879+37 TO 881+22
STN. 882+62 TO 887+82

N.T.S.



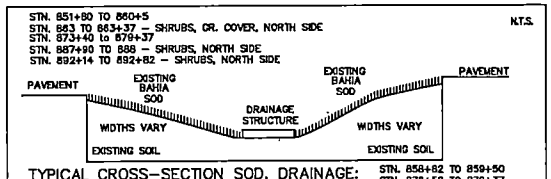
CROSS-SECTION MULCH: 881+22 TO 881+71, 844 TO 848+20, 892+80 TO 893+50

N.T.S.

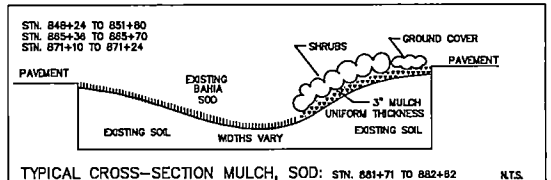


CROSS-SECTION MULCH, EXISTING SOD: STN. 885+70 TO 871+10

N.T.S.

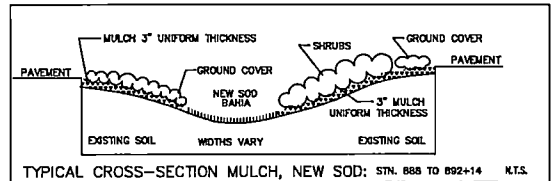


TYPICAL CROSS-SECTION SOD, DRAINAGE: STN. 858+82 TO 859+50, STN. 878+52 TO 879+37



TYPICAL CROSS-SECTION MULCH, SOD: STN. 881+71 TO 882+82

N.T.S.



TYPICAL CROSS-SECTION MULCH, NEW SOD: STN. 888 TO 892+14

N.T.S.

REVISIONS DATE	REVISIONS DESCRIPTION	SEAL DATE	SEAL
07/25/19	REVISED NOTES TO INCLUDE "COUNTY"		

MARGARET MOORE LANDSCAPE PLANNING & DESIGN
1210 HAGEN DRIVE, TRINITY, FL. 34655
PH: 727-376-0905
E-MAIL:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 700	CITRUS	441857-1-58-01

SHEET DESCRIPTION: LANDSCAPE NOTES AND DETAILS

SHEET NO.: LD-17

Citrus County, Florida/DRMP, Inc.
ITB 19-092 (Re-Bid) US 98 Median Landscaping Project- US 98/SR700/West Ponce De Leon Blvd
From Tea Rose Street to Lone Pine Street

Packet Pg. 571

G.1.b

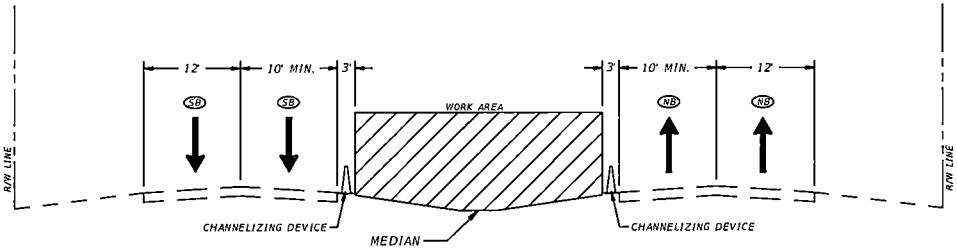
Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

TRAFFIC CONTROL NOTES:

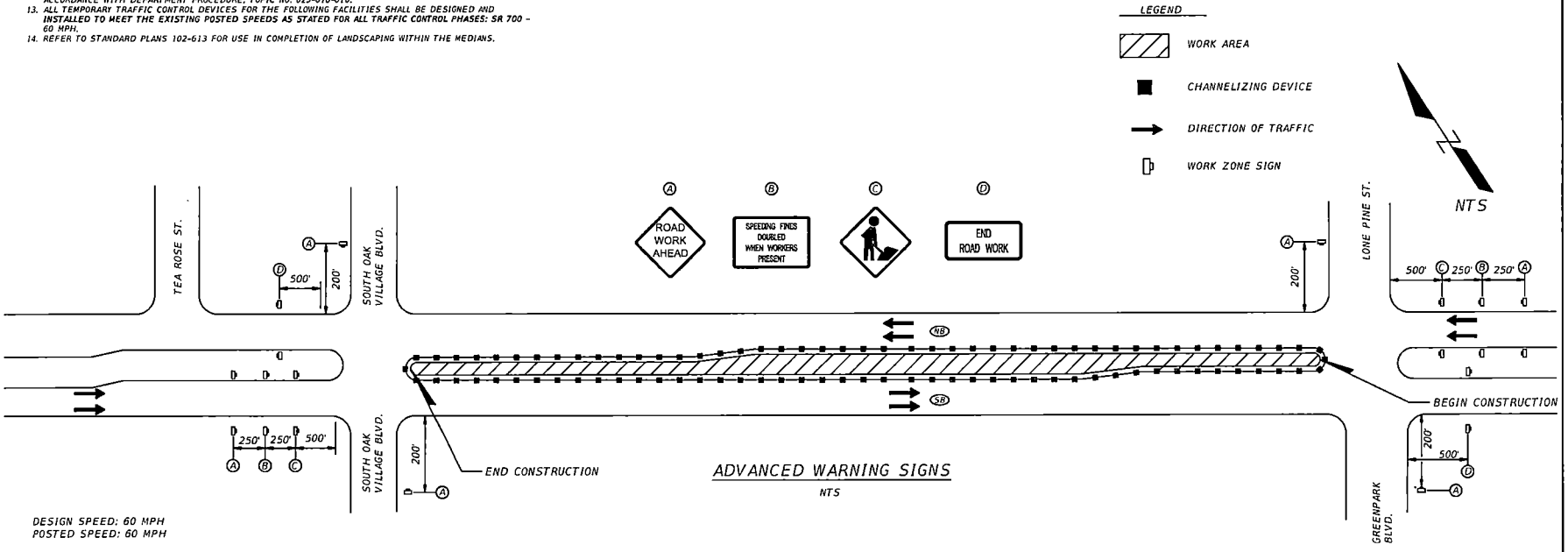
1. THERE WILL BE NO LANE CLOSURE DURING THE CONSTRUCTION OF THIS PROJECT.
2. NO DROP-OFFS WITHIN CLEAR ZONES WILL BE PERMITTED DURING INACTIVE WORKZONE.
3. THE REGULATORY SPEED LIMITS FOR THE PROJECT ROADWAYS SHALL BE MAINTAINED UNLESS OTHERWISE INDICATED IN THE PLANS.
4. INSTALL ADVANCED WARNING SIGNING AND CHANNELIZING DEVICES PER FDOT STANDARD PLANS 102-600, INDEX 102-612, AND AS SHOWN IN THE PLANS.
5. CONSTRUCTION OPERATIONS ARE NOT CONTINUOUS.
6. CONTRACTOR IS REQUIRED TO SUBMIT MOVABLE WORK ZONE PLAN TO ENGINEER FOR APPROVAL.
7. EQUIPMENT IS NOT ALLOWED ON ROADWAY OR TURN LANES DURING CONSTRUCTION.
8. STOCKPILES ARE NOT ALLOWED IN THE MEDIAN OR CLEAR ZONE DURING INACTIVE WORK PERIODS.
9. THE CONTRACTOR SHALL NOTIFY ALL LOCAL LAW ENFORCEMENT, EMERGENCY/RESCUE AGENCIES LOCATED IN THE PROJECT VICINITY 24 HOURS IN ADVANCE OF PERFORMING ANY LANE CLOSURES OR DETOURS.
10. PER FDOT SPECIFICATION 8-6.4, SUSPENSION OF CONTRACTOR'S OPERATIONS- HOLIDAYS AND SPECIAL EVENTS, SPECIAL EVENTS FOR THIS PROJECT INCLUDE:

- NONE

11. FOR WORK WITHIN FDOT RIGHT-OF-WAY, THE CONTRACTOR SHALL PROVIDE A TEMPORARY TRAFFIC CONTROL PLAN PREPARED UNDER THE DIRECTION OF, AND SIGNED AND SEALED BY, A LICENSED FLORIDA PROFESSIONAL ENGINEER WHO IS EXPERIENCED IN PREPARING TRAFFIC CONTROL PLANS AND WHO IS CERTIFIED PER FDOT PROCEDURE, TOPIC NO. 625-010-010. THE COST FOR THIS PLAN IS CONSIDERED INCIDENTAL AND NOT PAID FOR SEPARATELY.
12. FOR WORK WITHIN FDOT RIGHT-OF-WAY, THE FDOT REQUIRES DOCUMENTATION FOR SUCCESSFUL COMPLETION OF AN APPROVED WORK ZONE TRAFFIC CONTROL TRAINING COURSE FOR THE AGENCY, UTILITY, OR CONTRACTOR EMPLOYEE(S) DESIGNING, INSTALLING, AND/OR MAINTAINING THE APPROVED MAINTENANCE OF TRAFFIC PLAN IN ACCORDANCE WITH DEPARTMENT PROCEDURE, TOPIC NO. 625-010-010.
13. ALL TEMPORARY TRAFFIC CONTROL DEVICES FOR THE FOLLOWING FACILITIES SHALL BE DESIGNED AND INSTALLED TO MEET THE EXISTING POSTED SPEEDS AS STATED FOR ALL TRAFFIC CONTROL PHASES: SR 700 - 60 MPH.
14. REFER TO STANDARD PLANS 102-613 FOR USE IN COMPLETION OF LANDSCAPING WITHIN THE MEDIANS.



TYPICAL SECTION



ADVANCED WARNING SIGNS

NTS

DESIGN SPEED: 60 MPH
POSTED SPEED: 60 MPH

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

STEVEN L. WALLACE,P.E.
P.E. LICENSE NUMBER 59537
DRMP INC.
15310 AMBERLY DRIVE SUITE 200
TAMPA, FL 33647
CERTIFICATE OF AUTHORIZATION # 2648

CITRUS COUNTY

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 700	CITRUS	441857-1-58-01

Reece Ruel 7/30/2019 9:23:03 AM

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 18

P:\Projects\15\15-0010.002_US_98_Median_Landscaping\General-Civil\Plans\DWG\Production\TMSSRD02.dwg

Citrus County, Florida/DRMP, Inc.
ITB 19-092 (Re-Bid) US 98 Median Landscaping Project- US 98/SR700/West Ponce De Leon Blvd
From Tea Rose Street to Lone Pine Street

Packet Pg. 572
G.1.b
Attachment: Additional Informtion for item G1 (18463 : US98 Median Landscaping – SMW Oak Village)

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: _____

Name: David Quinn

Address: 19 Gavels Ct East
Homosassa

Telephone #: 508-596-1297

Item to be Addressed: 9B/10

Attachment: Public Speaker Forms for item G1 (18463 :

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: _____

Name: James Pooler

Address: 4 Village Center Cir

Telephone #: 813 312 8930

Item to be Addressed: Oak Village 90

Attachment: Public Speaker Forms for item G1 (18463 :

G1

G.1.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: 10-12-21

Name: Richard Anderson

Address: 25 Hollyhock Ct
Homosassa, FL 34446

Telephone #: 847 644 6560

Item to be Addressed: Oak Village landscaping

Attachment: Public Speaker Forms for item G1 (18463 :

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: 10/12/21

Name: Melody Glassman

Address: 971 Livingstone Daisy Ct

Telephone #:

Item to be Addressed:

Attachment: Public Speaker Forms for item G1 (18463 : US98

AGENDA MEMORANDUM

FROM:	Craig Stevens, Fire Chief
SUBJECT:	2:00 Public Hearing on an Ordinance Pertaining to Criminal Background Checks
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

Conduct a Public Hearing to adopt an ordinance pertaining to criminal background checks.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

a. Conduct a Public Hearing to adopt an ordinance of Citrus County, Florida, a political subdivision of the State of Florida, adding Chapter 2, Article III, Section 2-67 entitled Criminal History Screening Requirements; providing for severability; providing for inclusion into the code; providing for modifications that may arise at public hearing; providing for repeal of inconsistent provisions; and providing an effective date.

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

ORDINANCE NO. 2021-_____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ADDING CHAPTER 2, ARTICLE III, SECTION 2-67 ENTITLED CRIMINAL HISTORY SCREENING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; PROVIDING FOR MODIFICATIONS THAT MAY ARISE AT PUBLIC HEARING; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING 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;

WHEREAS, Section 125.5801, Florida Statutes, authorizes the Board to mandate, by ordinance, state and national criminal history screening applicants for appointment to or employment in positions deemed by the Board to be critical to security or public safety;

WHEREAS, the Board may also mandate criminal history screening for private contractors, employees or other representatives of contractors including vendors, repair persons, or delivery persons subject to licensing or regulation by the County;

WHEREAS, the Board may also mandate criminal history screening for any private contractor, employee of a private contractor, vendor, repair person, for-hire chauffeur, or delivery person who has direct contact with individual members of the public or access to any public facility or publicly operated facility in such a manner or to such an extent that the Board finds that preventing unsuitable persons from having such contact or access is critical to security or public safety;

WHEREAS, the Board finds that any position requiring trust and responsibility of an employee or appointee is a position that is critical to the security of the County and safety of the public.

WHEREAS, the Board finds that the protection of members of the public from contact with unsuitable persons is critical to public safety;

WHEREAS, the Board finds that the protection of county facilities and county-operated facilities from access by unsuitable persons is critical to security and public safety.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, that:

Section 1. Authority. This Ordinance is enacted pursuant to Sections 125.01 and 509.233, Florida Statutes.

Attachment: revised Criminal Background Check Ordinance (17245 : 2:00 Public Hearing on an Ordinance Pertaining to Criminal Background

Section 2. Recitals. The foregoing Whereas Clauses are true and accurate and are incorporated herein by reference and made part of this Ordinance.

Section 3. Chapter 2, Article III, Section 2-67 entitled "Criminal History Screening Requirements" is added as follows:

Sec. 2-67. - Criminal History Screening Requirements.

(a) Section 125.5801, Florida Statutes, grants the County the authority to require state and national criminal history screening for security purposes, public safety, licensing or regulation.

(b) The following persons shall be required to be fingerprinted for state and national criminal history screening:

(1) Any person applying for employment or appointment, whether paid, unpaid. or contractual, in a position that is critical to security or public safety.

(2) Any private contractor, employee of a private contractor, vendor, repair person, or delivery person who is subject to licensing or regulation by the county.

(3) Any private contractor, employee of a private contractor, vendor, repair person, for-hire chauffeur, or delivery person who has direct contact with individual members of the public that are children, elderly or otherwise considered to be vulnerable persons.

(4) Any private contractor, employee of a private contractor, vendor, repair person, for-hire chauffeur, or delivery person who has access to any area of a county facility or county-operated facility critical to security or public safety.

Section 4. Severability. If any section, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by any 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 5. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate the provisions of Chapter 2 into the Citrus County Code of Ordinances.

Section 6. 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 7. Repeal of Inconsistent Provisions. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 8. Effective Date. This Ordinance shall take effect as provided by law.

Attachment: revised Criminal Background Check Ordinance (17245 : 2:00 Public Hearing on an Ordinance Pertaining to Criminal Background

PASSED AND DULY ADOPTED, in open session, with a quorum present and voting, this the _____ 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: revised Criminal Background Check Ordinance (17245 : 2:00 Public Hearing on an Ordinance Pertaining to Criminal Background

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Engagement Letter for Bankruptcy Matters Ratify Signature
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

The County Attorney's office is in need of assistant in the Bankruptcy matters concerning DAB and Nature Coast EMS. After investigating Bankruptcy counsel, Jake Blanchard is believed to be the best fit for the County considering the rate and lack of a retainer. Because of the urgency of the need regarding payments/title issues with Nature Coast EMS, Ms. Lyn executed the Agreement.
We believe the amount of the fees will not exceed $8,000 and will return to the Board for approval if the fees appear to be approaching $8,000

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Ratify County Attorney, Denise A. Dymond Lyn's signature on the Agreement with Blanchard Law, P.A. with the fees not to exceed $8,000 without further Board approval

BLANCHARD LAW, P.A.

Jake C. Blanchard, Esq.

October 5, 2021

VIA Email Delivery
Citrus County, Florida
Attn: Denise Lyn
110 N. Apopka Ave.
Inverness, FL 34450

Re: Agreement for services as Bankruptcy Counsel

Dear Ms. Lyn,

This letter will confirm that you have retained Blanchard Law, P.A. (the "Firm") to serve as general bankruptcy counsel for general legal consultation and in relation to such various legal matters that may arise, subject to Client's notification of the Firm that such matter has arose and further subject to Firm acknowledging that Firm agrees to provide representation for the same.

The Firm reserves the right to decline representation for any particular matter at its discretion, and Client retains the right to seek the attorney of its choice for any particular matter that may arise. We are pleased you have asked our firm to work with you. This letter will confirm our discussions with you regarding our engagement and will describe the basis upon which our firm will provide legal services to you.

Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

Client; Scope of Representation. Our client in this matter will be Citrus County, Florida (the "Client"). We will be engaged to provide the Client with general bankruptcy counsel services and legal advice as the need may arise, and may be further retained to provide legal representation in matters that may arise in the future, subject to Client's notification of the Firm that such matter has arose and further subject to Firm acknowledging that Firm agrees to provide representation for the same.

1501 Belcher Rd S., Suite 6B, Largo, FL 33771 Tel: 727-531-7068 Fax: 727-535-2086
Email: jake@jakeblanchardlaw.com - www.jakeblanchardlaw.com

Attachment: SKM_C75921101213110 (18517 : Engagement Letter for Bankruptcy Matters Ratify Signature)

Term of Engagement. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter.

Fees and Expenses. We do not require an initial retainer. We will bill you at an hourly rate for attorneys. Our hourly billing rate is $300 for government work. We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone and telecopy, word processing, and search and filing fees. Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month.

Our representation shall commence upon your execution of this letter.

All fees paid to the Firm are deemed earned by the Firm when paid and are non-refundable. Our fees will be based primarily on the hourly billing rate for each lawyer and legal assistant devoting time to this matter. Fees are due upon receipt of invoice and may be billed monthly.

Once again, we are pleased to have this opportunity to work with you. Please do not hesitate to call me if you have any questions. My direct line is (727) 531-7068, and my e-mail address is jake@jakeblanchardlaw.com.

Very truly yours,

BLANCHARD LAW, P.A.

Jake C. Blanchard

Jake C. Blanchard, Esq.

AGREED AND ACCEPTED:

_____ Date: October 5, 2021

1501 Belcher Rd S., Suite 6B, Largo, FL 33771 Tel: 727-531-7068 Fax: 727-535-2086

Email: jake@jakeblanchardlaw.com - www.jakeblanchardlaw.com

Attachment: SKM_C75921101213110 (18517 : Engagement Letter for Bankruptcy Matters Ratify Signature)

ADDITIONAL ITEM
P1 10-12-21

AGENDA MEMORANDUM

FROM:	Denise Dymond Lyn, County Attorney
SUBJECT:	Engagement Letter for Bankruptcy Matters – Ratify Signature
AGENDA DATE:	October 12, 2021

BRIEF OVERVIEW:

The County Attorney's office is in need of assistant in the Bankruptcy matters concerning DAB and Nature Coast EMS. After investigating Bankruptcy counsel, Jake Blanchard is believed to be the best fit for the County considering the rate and lack of a retainer. Because of the urgency of the need regarding payments/title issues with Nature Coast EMS, Ms. Lyn executed the Agreement.

We believe the amount of the fees will not exceed $8,000 and will return to the Board for approval if the fees appear to be approaching $8,000.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
2103-53102	Contract Attn. Fees	$80,000	0	0	$80,000

*Prior to expenditure.

RECOMMENDED ACTION:

Ratify County Attorney, Denise A. Dymond Lyn's signature on the Agreement with Blanchard Law, P.A. with the fees not to exceed $8,000 without further Board approval.

Attachment: Additional Item P1 (18517 : Engagement Letter for Bankruptcy Matters Ratify Signature)

BLANCHARD LAW, P.A.

Jake C. Blanchard, Esq.

October 5, 2021

VIA Email Delivery
Citrus County, Florida
Attn: Denise Lyn
110 N. Apopka Ave.
Inverness, FL 34450

Re: Agreement for services as Bankruptcy Counsel

Dear Ms. Lyn,

This letter will confirm that you have retained Blanchard Law, P.A. (the "Firm") to serve as general bankruptcy counsel for general legal consultation and in relation to such various legal matters that may arise, subject to Client's notification of the Firm that such matter has arose and further subject to Firm acknowledging that Firm agrees to provide representation for the same.

The Firm reserves the right to decline representation for any particular matter at its discretion, and Client retains the right to seek the attorney of its choice for any particular matter that may arise. We are pleased you have asked our firm to work with you. This letter will confirm our discussions with you regarding our engagement and will describe the basis upon which our firm will provide legal services to you.

Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

Client; Scope of Representation. Our client in this matter will be Citrus County, Florida (the "Client"). We will be engaged to provide the Client with general bankruptcy counsel services and legal advice as the need may arise, and may be further retained to provide legal representation in matters that may arise in the future, subject to Client's notification of the Firm that such matter has arose and further subject to Firm acknowledging that Firm agrees to provide representation for the same.

1501 Belcher Rd S., Suite 6B, Largo, FL 33771 Tel: 727-531-7068 Fax: 727-535-2086
Email: jake@jakeblanchardlaw.com - www.jakeblanchardlaw.com

Attachment: Additional Item P1 (18517 : Engagement Letter for Bankruptcy Matters Ratify Signature)

Term of Engagement. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter.

Fees and Expenses. We do not require an initial retainer. We will bill you at an hourly rate for attorneys. Our hourly billing rate is $300 for government work. We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone and telecopy, word processing, and search and filing fees. Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month.

Our representation shall commence upon your execution of this letter.

All fees paid to the Firm are deemed earned by the Firm when paid and are non-refundable. Our fees will be based primarily on the hourly billing rate for each lawyer and legal assistant devoting time to this matter. Fees are due upon receipt of invoice and may be billed monthly.

Once again, we are pleased to have this opportunity to work with you. Please do not hesitate to call me if you have any questions. My direct line is (727) 531-7068, and my e-mail address is jake@jakeblanchardlaw.com.

Very truly yours,

BLANCHARD LAW, P.A.
Jake C. Blanchard
Jake C. Blanchard, Esq.

AGREED AND ACCEPTED:

_____ Date: October 5, 2021

1501 Belcher Rd S., Suite 6B, Largo, FL 33771 Tel: 727-531-7068 Fax: 727-535-2086
Email: jake@jakeblanchardlaw.com - www.jakeblanchardlaw.com

Attachment: Additional Item P1 (18517 : Engagement Letter for Bankruptcy Matters Ratify Signature)

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: 10-12-21

Name: Athena Philips

Address: PO Box 10626 Lecanto, FL 34460

Telephone #: 813-675-4091

Item to be Addressed: Greenways + Trails

Communication: Public Spearker Form for item Q (Open to the

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard, LLC
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

A request to modify the Land Development Code (LDC) Atlas by amending an existing Master Plan (Planned Unit Development - PUD) to expand an existing mini-warehouse development, pursuant to Section 4300, Planned Unit Developments, as specified in the Citrus County Land Development Code.

This application was heard by the Planning and Development Commission on August 5, 2021, and was recommended for approval with conditions.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
	Advertising				

Applicant responsibility

RECOMMENDED ACTION:

a. Conduct a public hearing on October 12, 2021, at 5:01 p.m. to review and discuss PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard, LLC

b. If approved, adopt and authorize the Chairman to execute the ordinance for PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard, LLC, and direct the Clerk to execute the ordinance.

ORDINANCE NO. 2021-

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITRUS COUNTY LAND DEVELOPMENT CODE ATLAS AND AN EXISTING MASTER PLAN OF A MINI-WAREHOUSE DEVELOPMENT; PROVIDING FOR APPLICABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION, AND SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 12, 2012, the Board of County Commissioners adopted the Citrus County Land Development Code as Ordinance No. 2012-06; and

WHEREAS, certain amendments are necessary to maintain consistency with the Citrus County Comprehensive Plan;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA AS FOLLOWS:

1. The Master Plan of Development, previously revised via Ordinance No. 2016-A40, is hereby amended as follows:

   PUD-21-05, Local Engineering, Inc. for Affordable Secure Storage Backyard, LLC

   A request to modify the Master Plan of a mini-warehouse development, as further described in Exhibit "A" (legal description), and Exhibit "B" (Master Plan), and Exhibit "C" (conditions of approval), attached hereto and incorporated herein by reference.

2. The Atlas of the Land Development Code is hereby amended to reflect the changes described in Section 1 of this Ordinance.

3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

4. It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk to the Board pursuant to number 7.

5. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more section, subsections,

Attachment: Draft Ordinance (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard, LLC)

sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

6. It is the intention of the Board of County Commissioners that the provisions of this ordinance will become and be made part of the Citrus County Comprehensive Plan; and that the sections of this ordinance may renumbered or re-lettered and that the word "Ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intention. Regardless of whether such inclusion in the code is accomplished, sections of this ordinance may be renumbered or re-lettered and typographical errors which do not affect the intent may be authorized by the County Administrator's designee, without need of a public hearing, by filing a corrected or re-codified copy of same with the Clerk of the Circuit Court.

7. This ordinance shall become effective as provided by Florida law.

DONE AND ADOPTED in regular meeting of the Board of County Commissioners of Citrus County, Florida, a political subdivision of the State of Florida, this _____day of _____2021.

ATTEST:

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

_____
ANGELA VICK,
CLERK OF COURT

_____
SCOTT CARNAHAN
CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____
DENISE A. DYMOND LYN
COUNTY ATTORNEY

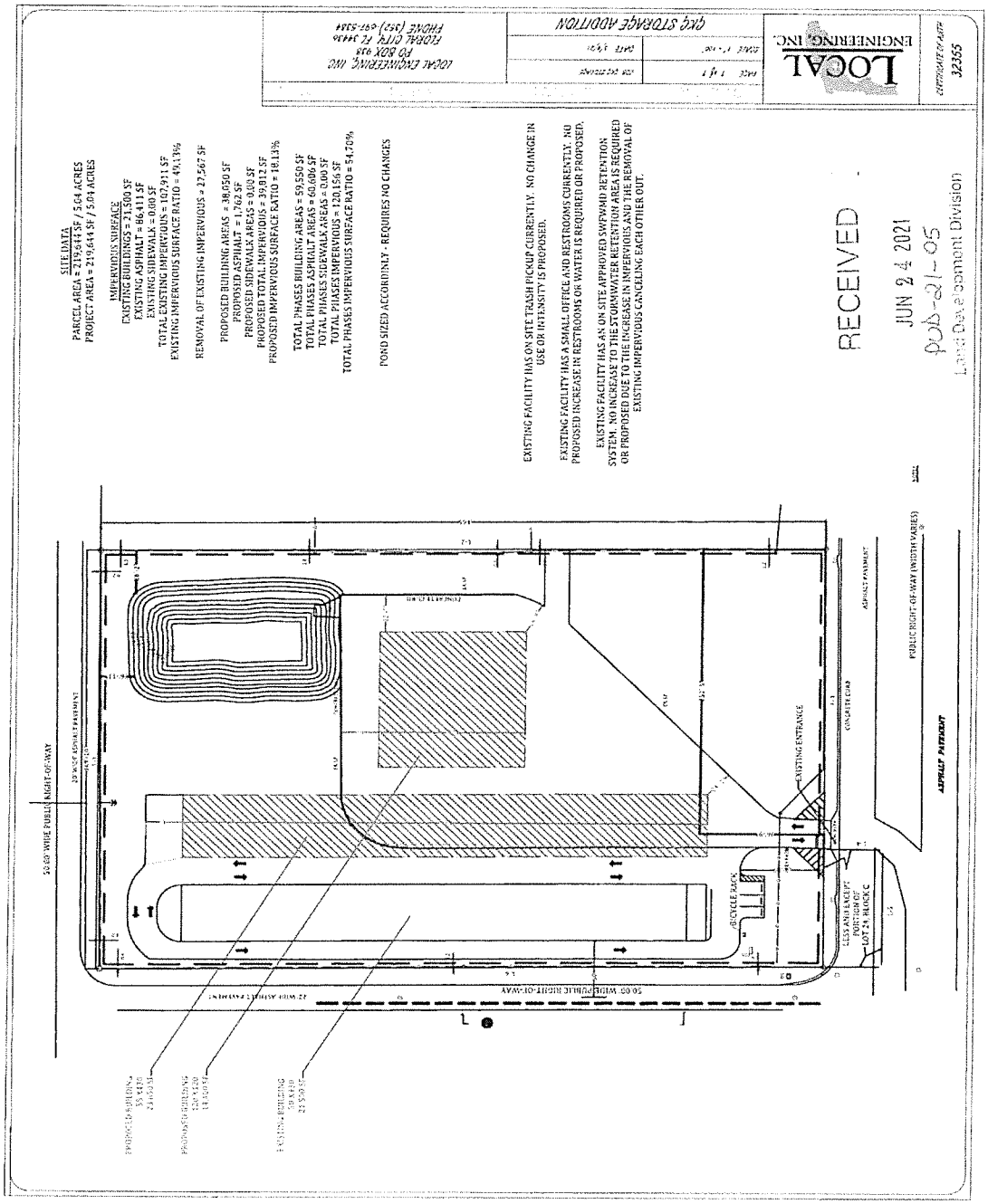
Attachment: Draft Ordinance (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard, LLC)

EXHIBIT A – LEGAL DESCRIPTION

LEGAL DESCRIPTION:
TRACT "A"
LOT 24 in BLOCK C of HERCALA ACRES UNIT NO. 1, according to the plat thereof, as recorded in Plat Book 3, Page 81of the Public Records of Citrus County, Florida; LESS AND EXCEPT the right-of-way of Highway 486.
LESS AND EXCEPT the South 400.00 feet of the above described lands.
TOGETHER with and SUBJECT to covenants, easements and restrictions of record.

Attachment: Draft Ordinance (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard, LLC)

EXHIBIT B – MASTER PLAN



Attachment: Draft Ordinance (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard, LLC)

EXHIBIT C – CONDITIONS OF APPROVAL

1. The Planned Unit Development (PUD) shall allow for the continuance of mini-warehouse use of up to 59,550 square feet as delineated on the Master Plan date-stamped received June 24, 2021, by the Land Development Division. Construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code, unless otherwise outlined within these conditions.

2. The storage area must meet a setback of 25 feet from the property line adjacent to CR-486.

3. The project must be served by central water and central sewer.

4. At the time of permitting, the applicant must demonstrate compliance with development standards per LDC Section 3740, Design Standards for Large Non-Residential Development Projects; including but not limited to, landscaping, buffering, façade, pedestrian circulation, tree preservation, parking areas, and lighting unless specified elsewhere in these conditions.

5. A site plan must be submitted to the Land Development Division at the time of permitting indicating compliance with these conditions.

6. The project will maintain the following landscape buffers (existing vegetation can be used, when available, to meet this requirement):

    - A 20-foot wide Type "C" Buffer along the north property boundary,
    - A 5-foot wide Type "A" Buffer along the east property line abutting commercial development and a 15-foot wide Type "C" Buffer along the east property boundary abutting residentially designated property,
    - A 10-foot wide Type "A" Buffer along the south property boundary, and
    - A 5-foot wide Type "A" Buffer along the west property boundary.

7. The applicant will continue to maintain a cross-access connection to the east property line per LDC Section 7100, Access Management.

8. Landscaping, design and maintenance shall follow the principles of *Florida Friendly Landscaping* ™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff.

9. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

10. Minor modifications to this Master Plan of Development may be approved by the Director of the Land Development Division as outlined within Section 4304 of the LDC.

11. The site will need to be developed in accordance with the requirements of Chapters 6 and 7 of the LDC.

Attachment: Draft Ordinance (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard, LLC)

The Planning and Development Commission finds to ***CONTINUE*** application number ***CU-21-09*** to September 16, 2021.

MOTION:

1st Mr. Bass 2nd Ms. Worthington

VOTE: 7 - 0, Motion Carried

I. EX PARTE COMMUNICATIONS:

Ms. Lyn polled the PDC members on whether they had any ex parte communications concerning the applications to be heard. All PDC members stated they had no ex parte communications. Messrs. Barmes and Facemyer advised of site visits on all of the applications. Messrs. Bass and Stone advised of site visits on application CPA/AA/PUD-21-09.

J. APPLICATIONS

1. PLANNED UNIT DEVELOPMENT

a. PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard, LLC

REQUEST: This request is to modify the Land Development Code (LDC) Atlas by amending an existing Master Plan (Planned Unit Development – PUD) to expand an existing mini-warehouse development, pursuant to Section 4300, Planned Unit Developments, as specified in the Citrus County Land Development Code.

LOCATION: Section 27, Township 18 South, Range 19 East; Lot 24 of Hercala Acres Unit 1, PB 3, PG 81, (AK 1621011), which address is 2405 E. Norvell Bryant Hwy., Hernando, FL.

STAFF CONTACT: Miranda Anaya, Senior Planner, Land Development Division

INTRODUCTION: Ms. Wright's overview included an aerial view of the subject property and surrounding area, photos of the subject property and surrounding area and a Master Plan as submitted by the applicant.

APPLICANT: Michael Wilburn represented the applicant. The subject property is approximately five acres. In 2016, the applicant received approval via application number CPA/AA/PUD-16-14 to change a portion of the site from MDR to GNC to make the entire property GNC. In 2017, there was a minor modification approved to change the location of the buildings. The new owner

Attachment: August 5, 2021, PDC draft minutes (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

of the property proposes to expand the mini-warehouses in a different orientation and layout rather than build what was approved in the minor modification. The drainage pond has been designed to accommodate the increased square footage. The minor modification in 2017 approved the ISR of 64.08 percent and the proposed PUD amendment would be 54.70 percent. The applicant would like to continue to be allowed to have RV/boat storage on the grassy area.

QUESTIONS FROM STAFF:

Ms. Coutu requested confirmation of the location of the RV/boat storage was the grassy area along CR-486. Mr. Wilburn advised yes.

COMMISSION QUESTIONS/COMMENTS:

Ms. Worthington inquired if the applicant was agreeable with the proposed conditions listed on the staff report. Mr. Wilburn stated yes. He noted that his understanding was that the proposed mini-warehouses that will face CR-486 will be required to meet façade requirements. The second proposed building would not have to meet façade requirements as the existing building blocks the view from North Anvil Terrace.

STAFF: Ms. Anaya stated that the request is to amend an existing Planned Unit Development to expand an existing mini-warehouse development. The subject property is approximately five acres and is accessed from CR-486 (East Norvell Bryant Highway). The site is currently developed with mini-warehouses and RV/boat storage. The surrounding area is a mixture of residential and commercial uses. In 2016, CPA/AA/PUD-16-14 was approved to change a portion of the property from MDR to GNC to make the entire site GNC. Her presentation included photos of the subject property and the surrounding area. There is buffering along North Anvil Terrace. The existing mini-warehouse development is approximately 21,500 sf and the site has buffering and landscaping. The applicant is requesting to expand the existing mini-warehouse facility by adding two mini-warehouse buildings totaling approximately 38,050 sf.

The maximum ISR for the GNC district is 70 percent. The existing site has an ISR of 49.13 percent. The submitted site plan indicates a proposed ISR of 54.70 percent which is in line with the previously approved PUD and minor modification. The proposal is consistent with the Land Development Code and the Comprehensive Plan.

Ms. Anaya stated that the proposed conditions are based off the previously approved PUD from 2016 including the proposed deviations for buffers and for the RV/boat storage. If the Board would like to include the RV/boat storage

Attachment: August 5, 2021, PDC draft minutes (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

areas, she suggested a revision to condition #2 to amend display area to storage area.

COMMISSION QUESTIONS/COMMENTS:

Mr. Bramblett requested clarification that the display area is currently being used as a storage area. Ms. Anaya explained that the area that the applicant is requesting be used for RV/boat storage is along CR-486.

PROPONENT: None.

OPPONENT: None.

MOTION: The Planning and Development Commission finds application number ***PUD-21-05 CONSISTENT*** with the Citrus County Comprehensive Plan and Citrus County Land Development Code and that this Board recommends ***APPROVAL WITH CONDITIONS*** of the application to the Board of County Commissioners based upon the evidence and testimony presented, and the staff report and conclusions regarding this petition.

PROPOSED CONDITIONS:

1. The Planned Unit Development (PUD) shall allow for the continuance of mini-warehouse use of up to 59,550 square feet as delineated on the Master Plan date-stamped received June 24, 2021, by the Land Development Division. Construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code, unless otherwise outlined in these conditions.

2. The storage area must meet a setback of 25 feet from the property line adjacent to CR-486.

3. The project must be served by central water and central sewer.

4. At the time of permitting, the applicant must demonstrate compliance with development standards per LDC Section 3740, Design Standards for Large Non-Residential Development Projects; including but not limited to, landscaping, buffering, façade, pedestrian circulation, tree preservation, parking areas, and lighting unless specified elsewhere in these conditions.

5. A site plan must be submitted to the Land Development Division at the time of permitting indicating compliance with these conditions.

6. The project will maintain the following landscape buffers (existing vegetation can be used, when available, to meet this requirement):

Attachment: August 5, 2021, PDC draft minutes (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

- A 20-foot wide Type "C" Buffer along the north property boundary,
- A 5-foot wide Type "A" Buffer along the east property line abutting commercial development and a 15-foot wide Type "C" Buffer along the east property boundary abutting residentially designated property,
- A 10-foot wide Type "A" Buffer along the south property boundary, and
- A 5-foot wide Type "A" Buffer along the west property boundary.

7. The applicant will continue to maintain a cross-access connection to the east property line per LDC Section 7100, Access Management.

8. All site lighting shall meet the requirements of the LDC and be positioned and shielded so as not to illuminate adjacent properties.

9. Landscaping design and maintenance shall follow the principles of *Florida Friendly Landscaping* ™ and the *Florida Yards and Neighborhoods (FYN) Homeowners Program* to reduce water use and fertilizer runoff.

10. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

11. Minor modifications to this Master Plan of Development may be approved by the Director of the Land Development Division as outlined within Section 4304 of the LDC.

12. The site will need to be developed in accordance with the requirements of Chapters 6 and 7 of the LDC.

MOTION:

1st Mr. Bramblett 2nd Mr. Bass

VOTE: 7 - 0, Motion Carried

Attachment: August 5, 2021, PDC draft minutes (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

Board of County Commisio

DEPARTMENT OF GROWTH MANAGEMENT LAND
DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140, Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 771
Web Address: www.citrusbocc.com

CITRUS COUNTY LAND DEVELOPMENT CODE
PLANNED UNIT DEVELOPMENT APPLICATION

Application No.: PUD-21-05 Date: 4/30/21

* Written Authorization is required if Applicant is different than Owner.

Applicant*
Name: Local Engineering, Inc.
Address: P.O. Box 938
City: Floral City
State: FL Zip: 34436
Phone: 352-726-4815
Email: localengineering@hotmail.com

Property Owner
Name: Affordable Secure Storage Backyard, LL
Address: 470 Atlantic Ave. Floor 4
City: Boston
State: MA Zip: 02210
Phone:
Email:

Property Description: Section: 27 Township: 18 South Range: 19 East
Legal Description: 2405 E. Norvell Bryant Hwy, Hernando
Subdivision: Hercala Acres Unit 1 Lot(s): 24 Block/Parcel: C
Alternate Key #: 1621011 Parcel ID: 19E18S27001000C00240
Acreage:

_____ New Planned Unit Development
✓ Amendment to a Previously Approved Planned Development Previous Application No.: PUD 16-14

Is this hearing being requested as a result of a Code Violation Notice? Yes _____ No ✓
If "Yes", explain on a separate sheet and attach a copy of the Notice of Violation.

Applicant Request(s): REVISION TO AMENDMENT TO ALLOW ADDITIONAL STORAGE

Directions to Property:

The Applicant is: _____ Owner of Tract ✓ Agent for Property Owner
_____ One-Owner Among Several _____ Other (specify)

I am aware that if the property cannot be located using information from the submitted application, this application may be rescheduled to a later hearing date. I also understand that a sign must be placed (and marking flags may be placed) on the property by the Land Development Division at least seven days prior to the scheduled meeting
I understand that approval for the proposed use shown hereon does not in any way relieve me of the responsibility of observing and complying with any deed restrictions applicable to the subject property
I hereby authorize Citrus County or its agents to enter upon the property, which is the subject of this application and the date of the hearing thereon, at any time between the hours of 8:00 AM and 5:00 PM for the purpose of gathering any information relevant to this application.

I DO HEREBY SWEAR THAT THE INFORMATION CONTAINED HEREIN AND THE ATTACHMENTS HERETO ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

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 acknowledgements, personally appeared Michael Wilburn, who is personally known to me ~~or provided~~ _____ ~~as identification~~ and who did not take an oath.
WITNESS my hand and official seal this 30th day of April, 2021.

Angela Love
Signature
Angela Love
Printed Name

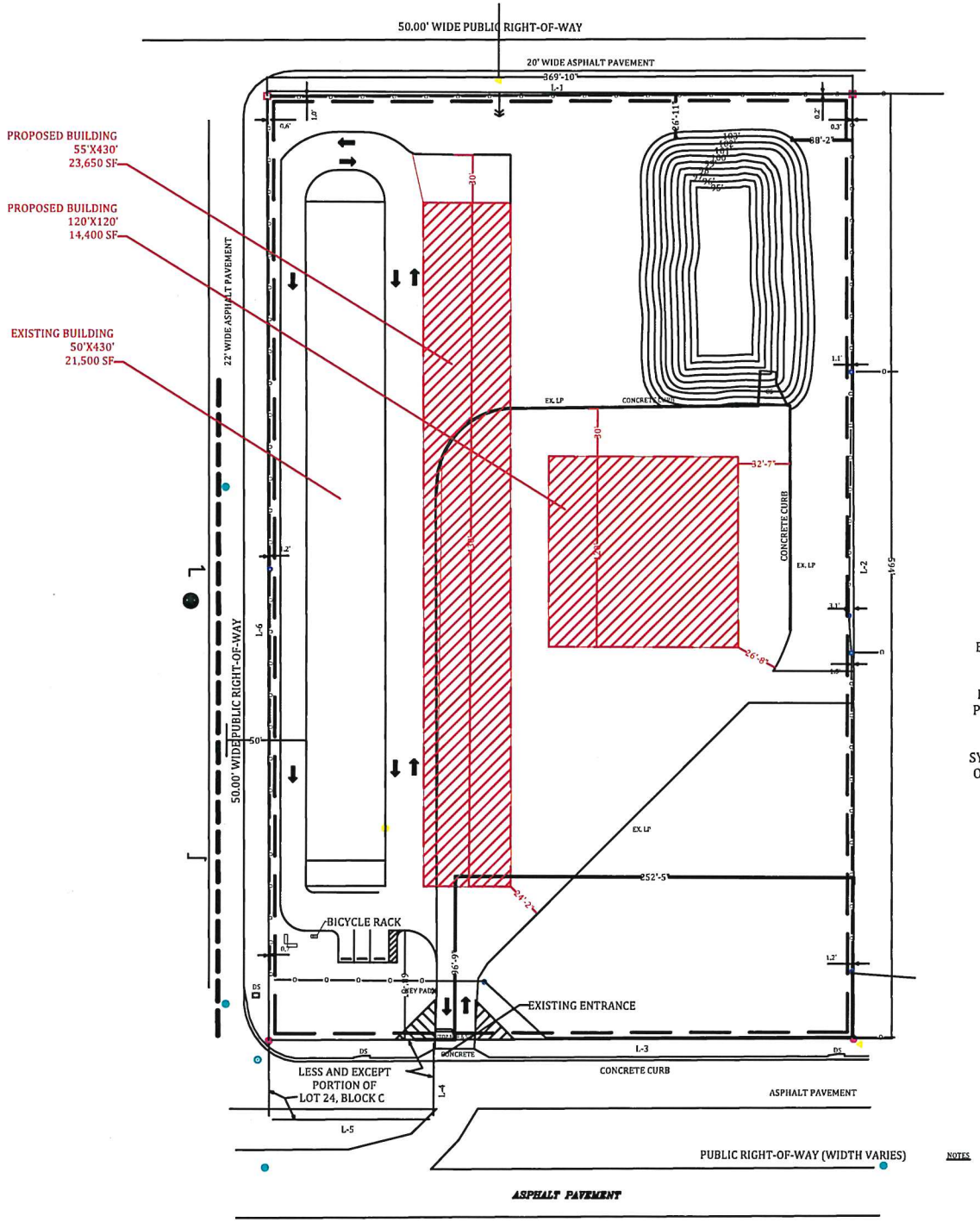
Seal

Notary Public State of Florida
Angela Michelle Love
My Commission GG 195284
Expires 03/12/2022

RECEIVED
APR 30 2021
For Staff Use Only

Date: _____ PUD-21-05 Time: _____ Initials: _____
Land Development Division

Attachment: Application page (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard, LLC)



SITE DATA
PARCEL AREA = 219,644 SF / 5.04 ACRES
PROJECT AREA = 219,644 SF / 5.04 ACRES

IMPERVIOUS SURFACE
EXISTING BUILDINGS = 21,500 SF
EXISTING ASPHALT = 86,411 SF
EXISTING SIDEWALK = 0.00 SF
TOTAL EXISTING IMPERVIOUS = 107,911 SF
EXISTING IMPERVIOUS SURFACE RATIO = 49.13%

REMOVAL OF EXISTING IMPERVIOUS = 27,567 SF

PROPOSED BUILDING AREAS = 38,050 SF
PROPOSED ASPHALT = 1,762 SF
PROPOSED SIDEWALK AREAS = 0.00 SF
PROPOSED TOTAL IMPERVIOUS = 39,812 SF
PROPOSED IMPERVIOUS SURFACE RATIO = 18.13%

TOTAL PHASES BUILDING AREAS = 59,550 SF
TOTAL PHASES ASPHALT AREAS = 60,606 SF
TOTAL PHASES SIDEWALK AREAS = 0.00 SF
TOTAL PHASES IMPERVIOUS = 120,156 SF
TOTAL PHASES IMPERVIOUS SURFACE RATIO = 54.70%

POND SIZED ACCORDINGLY - REQUIRES NO CHANGES

EXISTING FACILITY HAS ON SITE TRASH PICKUP CURRENTLY. NO CHANGE IN USE OR INTENSITY IS PROPOSED.

EXISTING FACILITY HAS A SMALL OFFICE AND RESTROOMS CURRENTLY. NO PROPOSED INCREASE IN RESTROOMS OR WATER IS REQUIRED OR PROPOSED.

EXISTING FACILITY HAS AN ON SITE APPROVED SWFWMD RETENTION SYSTEM. NO INCREASE TO THE STORMWATER RETENTION AREA IS REQUIRED OR PROPOSED DUE TO THE INCREASE IN IMPERVIOUS AND THE REMOVAL OF EXISTING IMPERVIOUS CANCELING EACH OTHER OUT.

RECEIVED
JUN 24 2021
PUD-21-05
Land Development Division

DESIGN
DRAFTING
INSPECTIONS
ENGINEERING

LOCAL ENGINEERING, INC.
PO BOX 938
FLORAL CITY, FL 34436
PHONE (352)-697-5384

PAGE 1 of 1
JOB: QKC STORAGE
DATE: 5/6/21
SCALE: 1" = 100'

QKC STORAGE ADDITION

LOCAL ENGINEERING, INC.

CERTIFICATE OF AUTH.
32355

Attachment: Site Plan (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage

PM2-21-103

DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
STAFF FINDINGS REPORT
TO THE
BOARD OF COUNTY COMMISSIONERS

APPLICATION NUMBER: PUD-21-05
Local Engineering, Inc. for Affordable Secure Storage Backyard, LLC
DATE: September 9, 2021
PREPARED BY: Miranda Anaya, Senior Planner, Land Development Division MA

This application is a request to amend the Land Use Atlas Map (LUAM) of the Land Development Code and an existing Master Plan (Planned Unit Development).

REQUEST:	A request to modify the Land Development Code (LDC) Atlas by amending an existing Master Plan (Planned Unit Development – PUD) to expand an existing mini-warehouse development, pursuant to Section 4300, Planned Unit Developments, as specified in the Citrus County Land Development Code.
LOCATION:	Section 27, Township 18 South, Range 19 East; Lot 24 of Hercala Acres Unit 1, PB 3, PG 81, (AK 1621011), which address is 2405 E. Norvell Bryant Hwy., Hernando, Florida. A complete legal description of the property is on file with the Land Development Division.
ACREAGE:	Approximately 5.03 acres
LAND USE/ZONING:	GNC, General Commercial District on the Future Land Use Map; GNC, General Commercial District on the LDC Atlas
SURROUNDING FUTURE LAND DESIGNATIONS:	South, West, East – GNC, General Commercial District North, East – MDR, Medium Density Residential with mobile homes allowed
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	South, West, East – GNC, General Commercial District North, East– MDR-MH, Medium Density Residential
SURROUNDING EXISTING LAND USES:	North – E. Hercala Ln., then vacant and single-family lots. South – W. Gulf to Lake Hwy., then Sauced Hogs restaurant and Commercial Plaza East – Multi-family and single-family residences West – N. Anvil Terrace; Club Recovery of Citrus County
SOIL INFORMATION:	According to the *Soil Survey of Citrus County* (1988), the soil type in the area is primarily Candler Fine Sand, 0 to 5 percent slopes. Limitations to building development are slight.
FLOOD ZONE:	According to the Flood Insurance Rate Map (FIRM), the subject property is located in Flood Zone X and AE (Drainage Retention Pond) with a Base Flood Elevation of 99.60 feet in the AE portion.

Attachment: BCC staff report and locator map (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

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BACKGROUND AND ANALYSIS:

The subject property is part of Hercala Acres Unit 1 subdivision in Hernando, located on the north side of E. Norvell Bryant Hwy., a 135-foot-wide right-of-way classified as a Minor Arterial. The site is adjacent to N. Anvil Terrace to the west, E. Hercala Lane to the north, and multi-family and single-family on the east. The general area is a mixture of residential and commercial uses. The property is five acres in size and currently is developed for mini-warehouse and storage parking. The subject property is accessed from W. Norvell Bryant Hwy., (CR-486) via a driveway with gated access.

In 1995, the site was permitted (1995-07648) for a parking lot for tour buses. In 2016, CPA/AA/PUD-16-14 was approved to change a portion of the site (1.7 acres) from Medium Density Residential (MDR) to General Commercial District (GNC) to make the property entirely GNC. The application also approved a Planned Unit Development (PUD) for up to two mini- warehouse buildings totaling 31,200 square feet, a covered RV storage area, a display area for sales (sheds and utility trailers), and an existing parking facility. It was approved with 10 conditions. Only one building was ever built at 21,500 square feet. In 2017, there was a minor modification of CPA/AA/PUD-16-14 approved to change the location of the buildings but was not constructed.

The applicant is requesting two mini-warehouses buildings to expand the existing mini-warehouse facility. One building will be 23,650 square feet (55 x 430) and the other will be 14,400 square feet (120 x 120). It appears from the Master Plan that no outside sales/storage/display areas are proposed.

One of the PUD conditions was for the site to connect to central water and sewer. The applicant has stated the existing facility has a small office and restrooms and there is no proposed increase in restrooms or water that is required or proposed. The applicant has also stated that the existing facility has an approved SWFWMD retention system and no increase to the stormwater retention area is required or proposed due to the increase and removal of impervious canceling each other. The applicant will need to meet stormwater requirements at the time of permitting. The applicant also states the existing facility has on-site trash pickup and no change or intensity is proposed.

Items	Existing	Proposed	Total Proposed (2021)	Previously approved PUD (2016)	Previously approved Minor Modification (2017)
Building Areas	21,500 sf	38,050 sf	59,550 sf	31,200 sf	30,100 sf
Asphalt Areas	86,411 sf	Removing - 27,567 sf of existing impervious. (+1,762)	60,606 sf	85,599 sf	107,285 sf
Impervious	107,911 sf	12,235 sf	120,156 sf	116,799 sf	140,750 sf
Impervious Surface Ratio (ISR)	49.13%	5.57%	54.70%	53.20%	64.08%

Per Section 2412 of the LDC, the maximum Impervious Surface Ratio (ISR) for GNC is 70%. The existing site has an ISR of 49.13%. The submitted site plan indicates a proposal of 54.70% (12,235 sf of additional impervious) which meets LDC requirements. Although the plan is requesting an increase in building area, the ISR proposed is less than the ISR approved with the Minor Modification (2017) and is consistent with the PUD approved in 2016.

The Floor Area Ratio (FAR) is determined by dividing the gross floor area of a building by parcel area. The proposed master plan indicates a FAR of 0.27, where the maximum FAR for the GNC District is 1.0 per Policy 17.3.20 of the Comprehensive Plan.

Mini-warehouses are allowed in the General Commercial District (GNC) with a Planned Unit Development or Conditional Use. The proposal of up to two additional mini warehouse buildings in an area surrounded by mixed development of commercial and residential appears to be compatible with the neighborhood and the adjacent uses. The Master Plan shows an existing access from CR-486 and no proposed access to the local right-of-ways of N. Anvil Terr. or E. Hercala Ln. With the proposed conditions in this staff report, this use will meet the intent of the Comprehensive Plan and Land Development Code while providing safeguards to the surrounding area and development standards.

SUMMARY OF PUBLIC COMMENTS: Public comments have not been received as of this writing of the staff report.

Consistency with the Comprehensive Plan - All development applications shall demonstrate complete compliance with the Comprehensive Plan. The application is consistent with the Comprehensive Plan goals, policies, and objectives including:

Policy 17.2.7 The County shall guide future development to the most appropriate areas, as depicted on the GFLUM, specifically those with minimal environmental limitations and the availability of necessary services.

Staff Comment: *The subject property has a GNC designation. Mini-warehouses may be allowed in the GNC land use district with a Planned Unit Development. The proposed amendment to the established PUD will be surrounded by other non-residential uses.*

Policy 17.2.8 The County shall utilize land use techniques and development standards to achieve a functional and compatible land use framework which reduces incompatible land uses.

Objective 17.15 The County shall encourage the reduction of uses incompatible and/or inconsistent with individual community's character and designated future land uses by requiring performance standards are met in the County LDC which will reduce negative impacts.

Staff comment: *The mini-warehouses delineated on the Master Plan can reduce incompatibility with the surrounding area if the proposed conditions are adhered to.*

Policy 17.5.4 All Planned Developments shall be approved by the Board of County Commissioners (BCC) through the LDC Atlas Amendment process.

Attachment: BCC staff report and locator map (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

Staff comment: *This application will initially be heard by the Planning and Development Commission for recommendation and then proceed for consideration of approval by the Board of County Commissioners.*

REQUEST FOR A PLANNED UNIT DEVELOPMENT

The applicant is requesting to amend an existing PUD for two mini-warehouse buildings expanding an existing mini-warehouse facility.

Consistency with the Land Development Code (LDC) - Staff reviewed this application under the standards of Section 2412, General Commercial District, as specified in the LDC, Section 3740, Design Standards for Large Non-Residential Development Projects, as specified in the LDC. The applicant has not requested any deviations from LDC requirements beyond the deviations approved in 2016. At the time of permitting, if approved, the site plan will be required to meet all LDC standards.

Access Management/Transportation: The subject parcel obtains access from CR-486, a minor arterial roadway. The site has gated access. Cross-access has been provided to the GNC property to the east.

Landscaping/Buffers: The Master Plan does not show proposed buffers. With the proposed conditions, the applicant will need to maintain the approved buffers from the 2016 PUD. The current conditions on site appear to align with the approved buffers.

LDC buffer requirements and those approved in 2016:

Location on site	LDC Standard	Approved with 2016 PUD
North abutting local street then residential (MDR)	15' Type C *Type D with a wall required if roads, drives or parking areas are located within 125 feet of existing residential lots. (applicable)	20' Type C
East abutting residential (MDR) then commercial (GNC)	15' Type C then 5' Type A *Type D with a wall required if roads, drives or parking areas are located within 125 feet of existing residential lots. (applicable)	15' Type C 5' Type A
West abutting local street the commercial (GNC)	5' Type A	5' Type A
South abutting W. Norvell Bryant Hwy (CR-486)	25' Type C	10' Type A

This proposal must also comply with Large Non-Residential design projects according to LDC Section 3740 (projects over 25,000 square feet of Gross Floor Area), including foundation landscaping, DRA buffer, and parking areas.

Attachment: BCC staff report and locator map (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

- Parking areas – The site appears to currently meet parking area landscaping for the office.
- Foundation landscaping - for at least 50% of each façade length located along an improved right-of-way, parking area, or includes a customer entrance. The foundation landscaping must be installed per LDC standards at the time of permitting.
- Type C buffer shall be adjacent to improved rights-of-ways, parking spaces, and/or access drives with an approved DRA.

Parking Spaces Required: The requirement for an office area is one parking space per 300 square feet of office. There is currently 800 square feet of office, and the site has three parking spaces, meeting the parking requirement. There is no required parking for storage units. A dumpster location has not been specified but will need to be delineated at the time of permitting.

Loading zones: The three buildings total 59,550 square feet. The LDC requires commercial uses to use a loading area ratio of one space for the first 10,000 square feet of gross floor area and one for each additional 20,000 square feet. Loading zone locations have not been specified but will need to be delineated at the time of permitting.

Façade Standards: According to LDC Section 3745 d.1, any elevation of the building that fronts on an improved right-of-way shall meet façade requirements. No deviations are requested, so façade standards will need to be met at the time of permitting including material, entryways, and roof standards.

Lighting/Signage: The applicant has not provided any information regarding lighting or signage. These standards would be subject to the criteria outlined within the LDC.

***Tree Preservation*:** As part of the site development plan process, the applicant will need to submit a Tree Preservation Plan that meets the requirements of the Land Development Code at time of permitting.

***Setbacks*:** The minimum building setbacks for structures is 100 feet from the centerline of a Minor Arterial roadway (32.5 feet from the property line). E. Norvell Bryant is a 135-foot-wide Minor Arterial road. The mini-warehouse buildings meet setback requirements.

PROPOSED FINDINGS OF FACT – PLANNED UNIT DEVELOPMENT

Staff reviewed this application under the standards of Section 4300, Planned Unit Developments (PUD), and Section 2412, General Commercial District, of the LDC. The Board of County Commissioners (BCC) may adopt modified conditions of approval pursuant to LDC Section 4302, PUD Approval Procedures, when in the public interest and expressed in formal findings of fact. The reviewing body shall approve, approve with modifications and/or conditions, or disapprove the PUD. The reviewing body shall enter its reasons for such action in its record. As evidence, the following findings of facts are cited.

A. Only uses which are consistent with the Comprehensive Plan may be approved as a PUD. *The mini-warehouse project on the Master Plan date-stamped June 24, 2021, is consistent with the Comprehensive Plan as discussed above, provided the LDC standards and proposed conditions are adhered to.*

Attachment: BCC staff report and locator map (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

B. Any development approved through the PUD application process, which is not designated a use in the respective land use district for the subject PUD parcel, shall be compatible with established or planned uses both within the development footprint and surrounding neighborhoods and property. *The surrounding area includes other commercial uses, and the continued use of the project is compatible with conditions as proposed.*

C. Accessory uses shall be permitted as set forth within the approved general concept plan or as found by the Board of County Commissioners to be compatible with an approved plan. *Any future accessory uses would be subject to standards as outlined in the LDC.*

D. Subsequent to the approval of a PUD, uses not enumerated may be permitted through amendment of the PUD and approved by the Board of County Commissioners. *This site may require an amendment to this PUD for future uses or modification.*

E. The land area included within the PUD development shall be of such proportions as to properly accommodate all proposed uses in keeping with the general requirements of the county and the established objectives and policies of the adopted Comprehensive Plan. *The land area proposed for the use meets the standards outlined within the Comprehensive Plan. The mini-warehouse proposed plan can be accomplished as outlined on the Master Plan with conditions.*

F. Landscaping and design and maintenance shall follow the principles of *Florida Friendly Landscaping* ™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff.

1. **Planted turf grass and landscaping on residential lots shall be limited to a maximum of 50% of the upland portion of the lot.**
2. **Turf grasses and landscape vegetation shall be common to the area and drought tolerant.** *The applicant will be required to meet this standard as applicable at the time of permitting.*

G. There shall be no specific lot requirements for individual uses; provided, however, that the area designated for any particular use shall be of sufficient size and proportion so as to properly accommodate said use and to provide for adequate open space and buffering between it and an adjacent use. *The applicant has indicated the current DRA's will meet the expansion needs, which will be confirmed at the time of permitting.*

H. The maximum height of structures, setbacks, and density within a PUD development shall be as specifically established by the Board of County Commissioners in its approval action. *Height has not been addressed but will be required to meet LDC standards. Applicant appears to meet setback standards. The applicant has requested no new deviations to the existing PUD conditions; however, staff supports some previous conditions as discussed elsewhere in this report.*

Attachment: BCC staff report and locator map (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

I. **Approval of the proposed PUD development shall include approval of all maps, diagrams, tables, and reports submitted by the applicant.** *The applicant has submitted a Master Plan date-stamped June 24, 2021, for this application.*

J. **A planned unit development will terminate within three years of the date of approval if either a site development plan or preliminary subdivision plat application is not filed with the county. If one of these applications is not filed within the specified time frame, the PUD shall be null and void.** *The applicant has not requested a deviation from this requirement.*

PLANNING AND DEVELOPMENT COMMISSION (PDC) RECOMMENDATION: The Planning and Development Commission (PDC) discussed this application on August 5, 2021. The PDC recommended approval with the revised conditions of the proposed request to amend the Land Use Atlas Map (LUAM) of the Land Development Code and an existing Master Plan (Planned Unit Development). The PDC found that the application is consistent with the requirements of the LDC and consistent with the Comprehensive Plan. Granting this request will not adversely affect the public interest and would be generally compatible with adjacent properties and other properties in the district, provided adherence to the revised conditions.

PROPOSED CONDITIONS (if this application is approved):

The suggested conditions are based off the CPA/AA/PUD-16-14 Conditions. Strikethrough is provided for the items that would no longer apply and underlined is new verbiage.

1. The Planned Unit Development (PUD) shall allow for the continuance of mini-warehouse use of up to 59,550 square feet ~~development of up to two mini-warehouse buildings, a covered RV storage area, a display area for sales (sheds and utility trailers), and an existing parking facility~~ as delineated ~~outlined~~ on the Master Plan date-stamped received June 24, 2021, ~~August 26, 2016~~ by the Land Development Division. ~~unless otherwise specified in these conditions~~. Construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code, unless otherwise outlined within these conditions.

2. The ~~display~~ storage area must meet a setback of 25 feet from the property line adjacent to CR-486.

3. The project must be served by central water and central sewer.

4. At the time of permitting, the applicant must demonstrate compliance with development standards per LDC Section 3740, Design Standards for Large Non-Residential Development Projects; including but not limited to, landscaping, buffering, façade, pedestrian circulation, tree preservation, parking areas, and lighting unless specified elsewhere in these conditions.

5. A site plan must be submitted to the Land Development Division at the time of permitting indicating compliance with these conditions.

6. The project will maintain ~~provide~~ the following landscape buffers (existing vegetation can be used, when available, to meet this requirement):

    - A 20-foot wide Type "C" Buffer along the north property boundary,

Attachment: BCC staff report and locator map (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

- A 5-foot wide Type "A" Buffer along the east property line abutting commercial development and a 15-foot wide Type "C" Buffer along the east property boundary abutting residentially designated property,
- A 10-foot wide Type "A" Buffer along the south property boundary, and
- A 5-foot wide Type "A" Buffer along the west property boundary.

7. The applicant will continue to maintain a ~~must construct the~~ cross-access connection to the east property line ~~at the time of permitting~~ per LDC Section 7100, Access Management.

8. ~~The site and stormwater management design must meet the requirements of the Citrus County Land Development Code in effect at the time of permitting.~~

9. All site lighting shall meet the requirements of the LDC and be positioned and shielded so as not to illuminate adjacent properties.

10. Landscaping, design and maintenance shall follow the principles of *Florida Friendly Landscaping* ™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff.

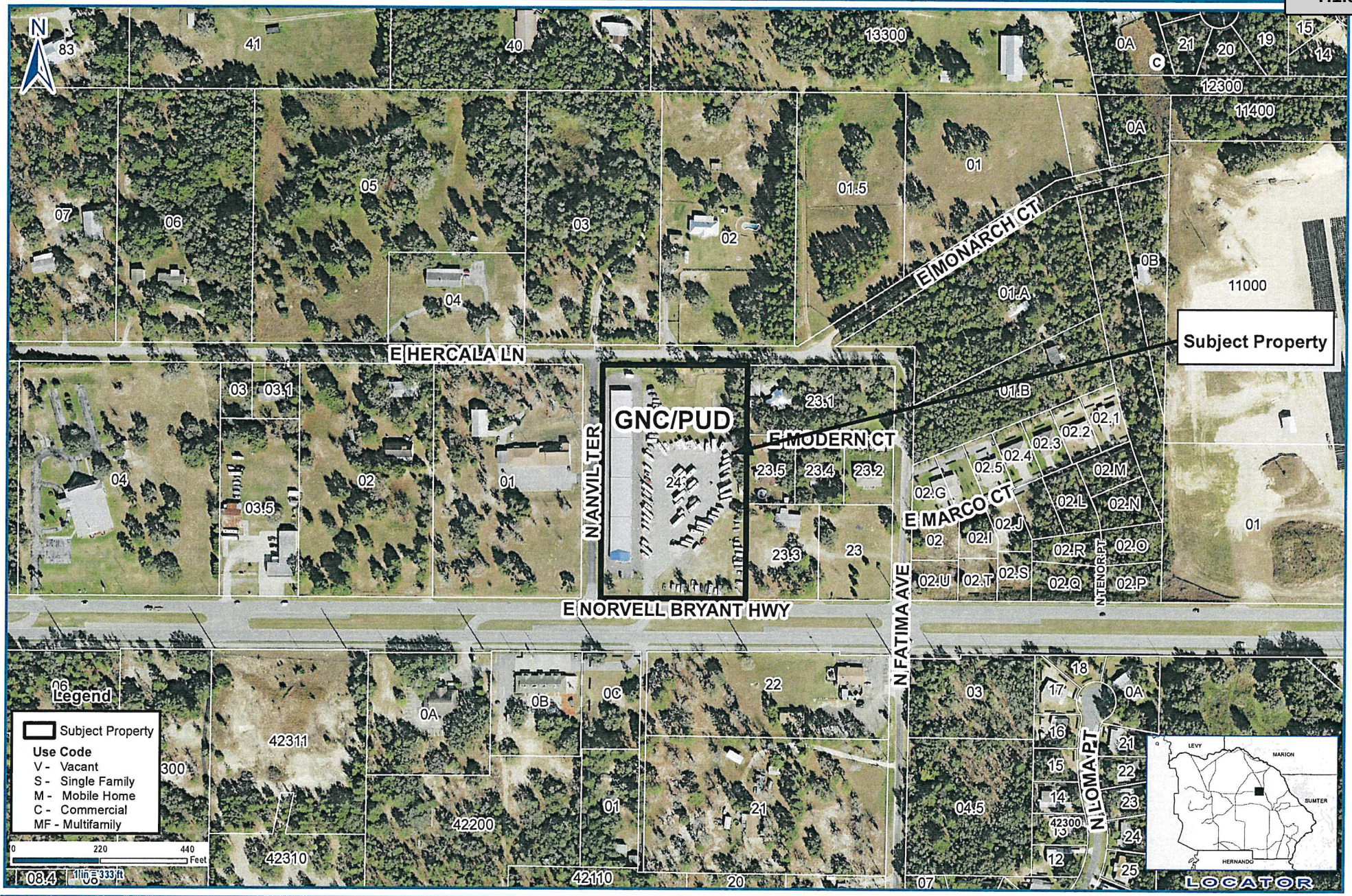
11. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

12. Minor modifications to this Master Plan of Development may be approved by the Director of the Land Development Division as outlined within Section 4304 of the LDC.

13. The site will need to be developed in accordance with the requirements of Chapters 6 and 7 of the LDC.

MA/cb

Attachment: BCC staff report and locator map (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,



Application #: PUD-21-05	Applicant: Local Engineering for Affordable Secure Storage
Proposal: Amend PUD to allow addition to existing storage facility	Location: 2405 E Norvell Bryant HWY Hernando
Land Use Atlas: General Commercial with a Planned Unit Development (GNC/PUD)	S-T-R - 27-18-19 NE

Planner Initials: _____ Date: 6/18/21

Geographic Information Systems

Prepared By : William Braunsch
Date: June 1, 20210
Source: Enterprise Geodatabase
Map Number: WB0000582

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 posted. 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.

COPY

Board of County Commissioners

DEPARTMENT OF PLANNING AND DEVELOPMENT
3600 W. Sovereign Path, Lecanto, FL 34461-8070
(352) 527-5226 Fax (352) 527-5317
Web Address: www.citrusbocc.com

In reply, refer to: PL2-17-18

January 24, 2017

Mr. Michael Wilburn
Via email: wilburnconstruction@hotmail.com

RE: REQUEST FOR MINOR MODIFICATION OF A MASTER DEVELOPMENT PLAN FOR JASPER HOLDINGS, LLC (CPA/AA/PUD-16-14)

Dear Mr. Wilburn:

This serves as a formal review and determination as to whether or not the changes for the above-captioned Planned Unit Development are substantial enough to be considered a major modification of the master development plan. More particularly, the request is to allow for swapping the proposed building locations (with an overall reduction in proposed floor area) and a corresponding change to the phasing plan, as delineated in your site plan date-stamped received on January 18, 2017. In reaching the decision, I have reviewed the record of the project to determine in accordance with Section 4304, Modification of a Previously Approved Planned Unit Development, of the Citrus County Land Development Code if any of the following changes are present:

1. ***Any increase in intensity of use.*** An increase in intensity of use is considered to be an increase of more than five percent of usable floor area. The master development plan date-stamped August 26, 2016, was approved for 31,200 square feet of mini-warehouse buildings, a display area for sales of utility trailers, and an existing parking facility. The revised site plan indicates 30,100 square feet of mini-warehouse buildings, with the same areas proposed for display and RV/trailer parking. While the proposed change requires additional impervious surface to accommodate circulation around the mini-warehouse buildings, that does not increase the intensity of use and is within allowable impervious surface ratio standards. As such, there is a reduction in the intensity of use proposed with the reduction in the area for mini-storage use.

2. ***Any change in parking areas resulting in an increase or reduction of 10 percent or more in the number of spaces approved.*** There are no changes requested for parking areas.

Attachment: January 24, 2017, Minor Modification (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

3. ***Structural alterations significantly affecting the basic size and form of the building(s) as shown on the approved plan. Changes in form will only be considered substantial if they occur within 150 feet of the boundary of the project.*** The proposed redesign will not significantly alter the basic size and form of the buildings within the project. The two largest mini-warehouse buildings are swapping locations on the plan, so that the 50' x 430' building and office would now be placed on the west side and the smaller 20' x 430' building to the east of that. The smaller building (20'x100') has been removed from the proposed plan.

4. ***Any reduction in the amount of open space of more than five percent or substantial change in the location or characteristics of open space uses.*** No change of the approved master development plan is proposed for open space.

5. ***Substantial changes in location or type of pedestrian or vehicular accesses or circulation.*** With relocation of the two mini-warehouse buildings, there is a corresponding change to vehicular access circulation within the site. This does not represent a substantial change in pedestrian or vehicular access, and Land Development Code standards will still be required to be met for vehicular access and circulation on the site.

6. ***Any change in land use or increase in density or intensity within 200 feet of the district boundaries or of any part of the PUD which has been constructed or sold to an owner or owners different from the applicant requesting the change.*** No change in land use or intensity within the specified boundaries is made as part of this request for modification. The buildings are proposing to relocate but the use and intensity of the project will be consistent as approved in CPA/AA/PUD-16-14.

7. ***Any deviation from the setbacks, height, and area or dimensional standards approved as part of the Concept Development Plan.*** There are no changes proposed to setbacks, height, or area standards within the Planned Unit Development

8. ***A change of use within a structure or structures that substantially differs from the proposed use within the approved master plan.*** There are no changes to the uses within the approved master plan.

9. ***The following matters shall not be considered a major modification:***

    a. ***Modification of a DRA for location or size;***
    b. ***Temporary access point;***
    c. ***Minor relocation of an access point if this LDC is complied with and the access point number is not increased;***
    d. ***Relocation of signage provided there is no increase in size or number;***
    e. ***Utility relocation provided the primary use is not the utility;***

Attachment: January 24, 2017, Minor Modification (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

f. Temporary uses consistent with the PUD uses, not to exceed one year in duration.

None of these changes are proposed with this request.

10. Any change in a condition specifically required by the Governing Body as part of the final approval. No request is made to amend any of the conditions of approval by the Board of County Commissioners for the application CPA/AA/PUD-16-14.

Final Determination: Based on a review of the proposal in accordance with the terms of Section 4304 of the LDC, the Land Development Division hereby approves the minor changes as delineated in your site plan date-stamped received January 18, 2017, by the Land Development Division. This Minor Modification is approved with all conditions specifically required by the Citrus County Board of County Commissioners as part of the approval for CPA/AA/PUD-16-14.

As determined by:

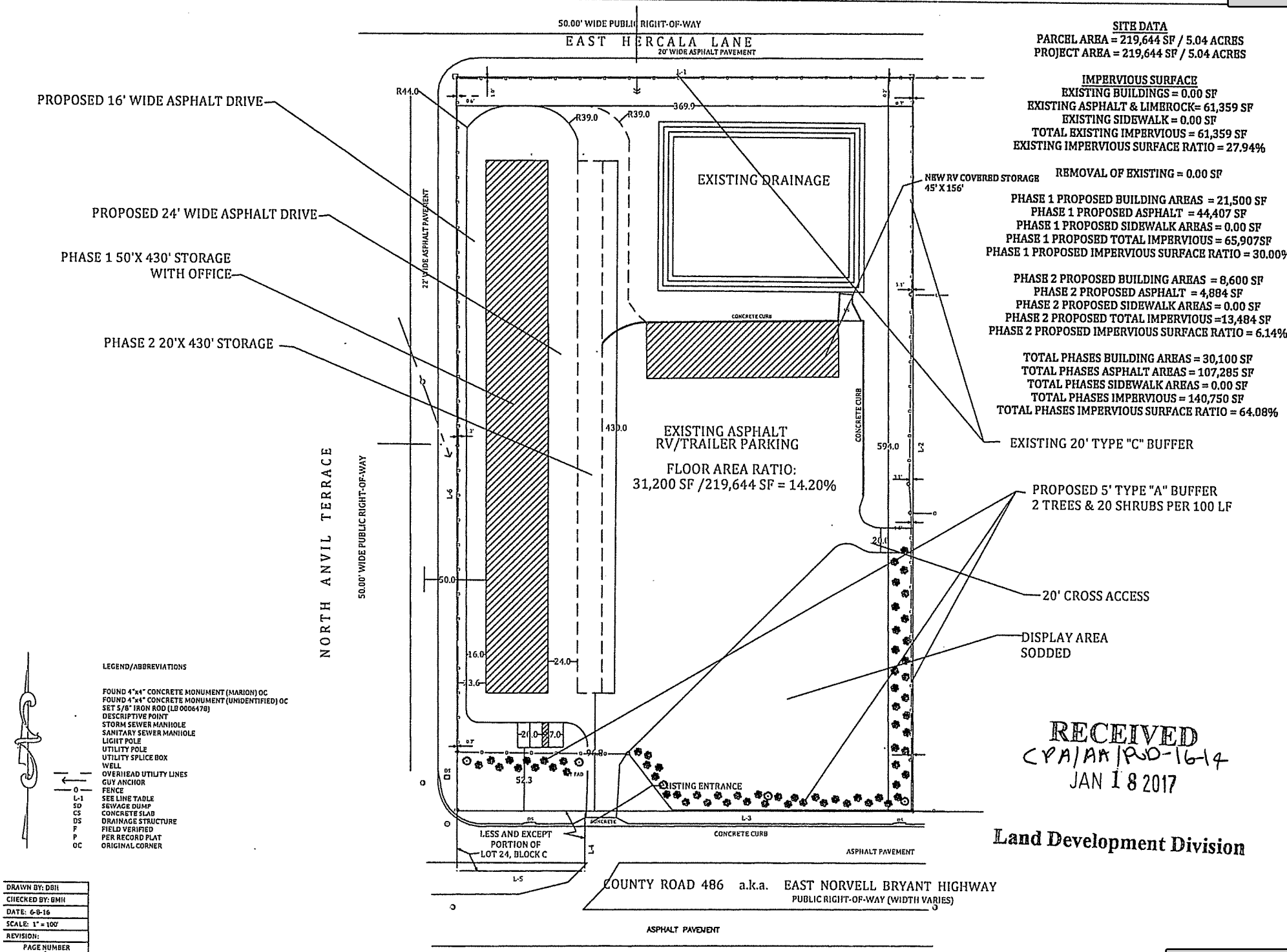
Joanna L. Coutu, AICP
Director
Land Development Division

Denise Dymond Lyn
County Attorney

JLC/cmw

CC: Master Plan File – CPA/AA/PUD-16-14
D. Jasper Holdings, LLC

Attachment: January 24, 2017, Minor Modification (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,



SITE DATA

PARCEL AREA = 219,644 SF / 5.04 ACRES
PROJECT AREA = 219,644 SF / 5.04 ACRES

IMPERVIOUS SURFACE

EXISTING BUILDINGS = 0.00 SF
EXISTING ASPHALT & LIMEROCK= 61,359 SF
EXISTING SIDEWALK = 0.00 SF
TOTAL EXISTING IMPERVIOUS = 61,359 SF
EXISTING IMPERVIOUS SURFACE RATIO = 27.94%

REMOVAL OF EXISTING = 0.00 SF

PHASE 1 PROPOSED BUILDING AREAS = 21,500 SF
PHASE 1 PROPOSED ASPHALT = 44,407 SF
PHASE 1 PROPOSED SIDEWALK AREAS = 0.00 SF
PHASE 1 PROPOSED TOTAL IMPERVIOUS = 65,907SF
PHASE 1 PROPOSED IMPERVIOUS SURFACE RATIO = 30.00%

PHASE 2 PROPOSED BUILDING AREAS = 8,600 SF
PHASE 2 PROPOSED ASPHALT = 4,884 SF
PHASE 2 PROPOSED SIDEWALK AREAS = 0.00 SF
PHASE 2 PROPOSED TOTAL IMPERVIOUS =13,484 SF
PHASE 2 PROPOSED IMPERVIOUS SURFACE RATIO = 6.14%

TOTAL PHASES BUILDING AREAS = 30,100 SF
TOTAL PHASES ASPHALT AREAS = 107,285 SF
TOTAL PHASES SIDEWALK AREAS = 0.00 SF
TOTAL PHASES IMPERVIOUS = 140,750 SF
TOTAL PHASES IMPERVIOUS SURFACE RATIO = 64.08%

LEGEND/ABBREVIATIONS

FOUND 4"x4" CONCRETE MONUMENT (MARION) OC
FOUND 4"x4" CONCRETE MONUMENT (UNIDENTIFIED) OC
SET 5/8" IRON ROD (LB 0006478)
DESCRIPTIVE POINT
STORM SEWER MANHOLE
SANITARY SEWER MANHOLE
LIGHT POLE
UTILITY POLE
UTILITY SPLICE BOX
WELL
OVERHEAD UTILITY LINES
GUY ANCHOR
FENCE
L-1 SEE LINE TABLE
SD SEWAGE DUMP
CS CONCRETE SLAB
DS DRAINAGE STRUCTURE
F FIELD VERIFIED
P PER RECORD PLAT
OC ORIGINAL CORNER

DRAWN BY: DBH	
CHECKED BY: BMH	
DATE: 6-8-16	
SCALE: 1" = 100'	
REVISION:	
PAGE NUMBER	1

RECEIVED
CPA/AA/PUD-16-14
JAN 18 2017

Land Development Division

Attachment: January 24, 2017, Minor Modification (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for

Attachment: Ordinances 2016-A39 & 2016-A40 (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

ORDINANCE NO. 2016- A39

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITRUS COUNTY FUTURE LAND USE MAP BY REDESIGNATING APPROXIMATELY 1.7 ACRES FROM THE MEDIUM DENSITY RESIDENTIAL DISTRICT TO THE GENERAL COMMERCIAL DISTRICT; PROVIDING FOR APPLICABILITY; PROVIDING FOR MODIFICATION THAT MAY ARISE FROM CONSIDERATION AT THE PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners recognize the need to plan for orderly growth and development while protecting Citrus County's abundant natural resources, and

WHEREAS, the Board of County Commissioners adopted the Citrus County Comprehensive Plan, Ordinance No. 89-04 on April 18, 1989, and subsequent amendments, and

WHEREAS, Chapter 163, Florida Statutes provides for the amendment of the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS FOLLOWS:

SECTION 1. SHORT TITLE

THIS ORDINANCE shall be known as, cited as, and referred to as the Citrus County Comprehensive Plan Amendment CPA/AA/PUD-16-14/ D. Jasper Holdings, LLC for Donny Harrelson, and shall be effective within the unincorporated areas of Citrus County, Florida.

SECTION 2. AUTHORITY

This Citrus County Comprehensive Plan Amendment CPA/AA/PUD-16-14/ D. Jasper Holdings, LLC for Donny Harrelson, is adopted pursuant to Chapter 163, Florida Statutes.

SECTION 3. REVISIONS AND ADDITIONS TO THE FUTURE LAND USE MAP (FLUM)

CPA/AA/PUD-16-14/ D. Jasper Holdings, LLC for Donny Harrelson

Re-designation of approximately 1.7 acres from the Medium Density Residential District (MDR) to the General Commercial District (GNC) by modifying the Land Use Map as presented in CPA/AA/PUD-16 14 and as further described in Exhibit "A" attached hereto and incorporated herein by reference.

Attachment: Ordinances 2016-A39 & 2016-A40 (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

SECTION 4. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

SECTION 5. INCLUSION IN THE COMPREHENSIVE PLAN

It is the intention of the Board of County Commissioners of Citrus County, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Citrus County Comprehensive Plan (Citrus County Ordinance No. 89-04). To this end, the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word "ordinance" may be changed to "section" "article" "policy" or other appropriate designation.

SECTION 6. MODIFICATIONS

It is the intention of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and Filed by the Clerk to the Board pursuant to Section 7.

SECTION 7. EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

DONE AND ADOPTED in regular meeting of the Board of County Commissioners of Citrus County, Florida, this 6th day of December 2016.

ATTEST:

OFFICE OF CIRCUIT COURT SEAL CITRUS COUNTY, FLORIDA

Tijani Y White DC
for ANGELA VICK, CLERK OF COURT

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

BY: _____
CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: Ordinances 2016-A39 & 2016-A40 (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

EXHIBIT A

CPA/AA/PUD-16-14

LEGAL DESCRIPTION:
TRACT "A"
LOT 24 in BLOCK C of HERCALA ACRES UNIT NO. 1, according to the plat thereof, as recorded in Plat Book 3, Page 81of the Public Records of Citrus County, Florida; LESS AND EXCEPT the right-of-way of Highway 486.
LESS AND EXCEPT the South 400.00 feet of the above described lands.
TOGETHER with and SUBJECT to covenants, easements and restrictions of record.

Attachment: Ordinances 2016-A39 & 2016-A40 (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

ORDINANCE NO. 2016- A40

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITRUS COUNTY LAND USE ATLAS MAP BY REDESIGNATING THE CURRENT LAND USE OF APPROXIMATELY FIVE ACRES FROM THE MEDIUM DENSITY RESIDENTIAL DISTRICT, MOBILE HOMES ALLOWED TO THE GENERAL COMMERCIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT FOR UP TO TWO MINI WAREHOUSE BUILDINGS, A COVERED RV STORAGE AREA, A DISPLAY AREA FOR SALES (SHEDS AND UTILITY TRAILERS), AND AN EXISTING PARKING FACILITY; PROVIDING FOR APPLICABILITY; PROVIDING FOR MODIFICATION THAT MAY ARISE FROM CONSIDERATION AT THE PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 12, 2012, the Board of County Commissioners adopted the Citrus County Land Development Code as Ordinance No. 2012-06; and

WHEREAS, certain Atlas Amendments are necessary to maintain consistency with the Citrus County Comprehensive Plan; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS FOLLOWS:

1. The following described lands are hereby redesignated on the Citrus County Land Use Atlas Map:

   CPA/AA/PUD-16-14/ D. Jasper Holdings, LLC for Donny Harrelson

   Re-designation of approximately five acres from the Medium Density Residential District (MDR), mobile homes allowed, to the General Commercial District (GNC) with a Planned Unit Development (PUD) for up to two mini warehouse buildings, a covered RV storage area, a display area for sales (sheds and utility trailers), and an existing parking facility, modifying the Land Use Atlas Map as presented in CPA/AA/PUD-16-14 and as further described in Exhibit "A" (legal description), Exhibit "B" (site plan), and Exhibit "C" (conditions) attached hereto and incorporated herein by reference.

2. The Atlas of the Land Development Code of Citrus County, Florida is hereby amended to reflect the changes described in Sections 1 of this Ordinance.

3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Attachment: Ordinances 2016-A39 & 2016-A40 (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

5. It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk to the Board.

6. This ordinance shall become effective simultaneous with the effective date of the associated Comprehensive Plan Amendment.

DONE AND ADOPTED at a duly called session of the Board of County Commissioners of Citrus County, Florida, this 13th day of December 2016.

ATTEST:

OFFICE OF CIRCUIT COURT SEAL CITRUS COUNTY, FLORIDA

for Tijani L White DC
ANGELA VICK, CLERK OF COURT

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

BY: _____
CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

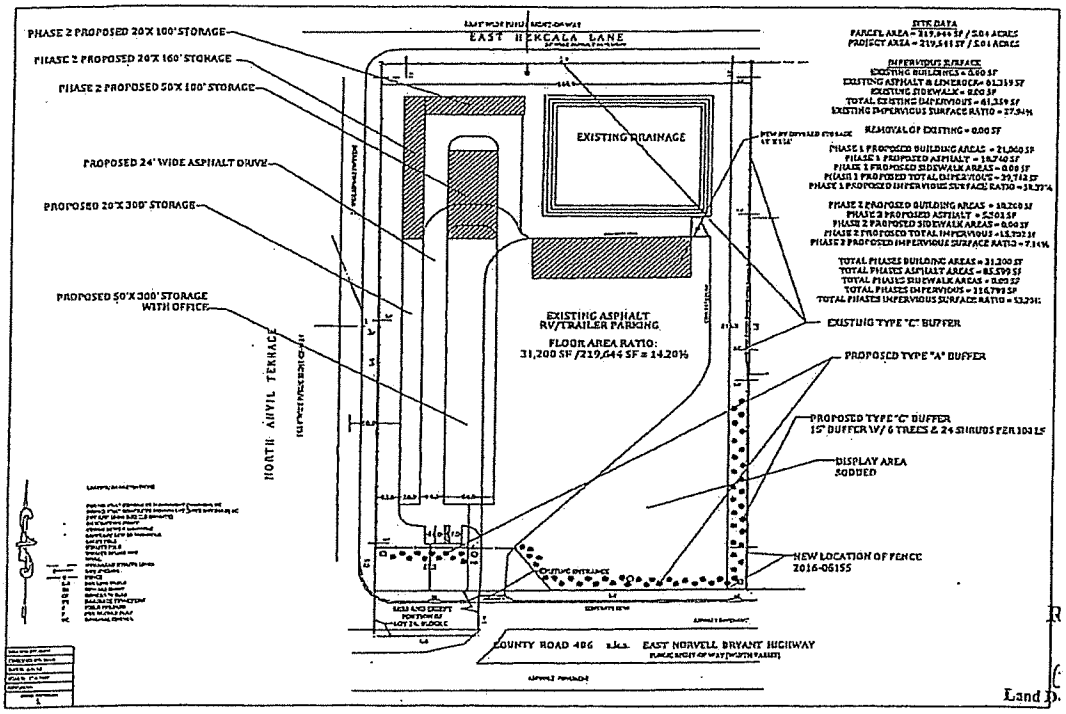
Attachment: Ordinances 2016-A39 & 2016-A40 (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

EXHIBIT "A" (LEGAL DESCRIPTION)

LEGAL DESCRIPTION:
TRACT "A"
LOT 24 in BLOCK C of HERCALA ACRES UNIT NO. 1, according to the plat thereof, as recorded in Plat Book 3, Page 81of the Public Records of Citrus County, Florida; LESS AND EXCEPT the right-of-way of Highway 486.
LESS AND EXCEPT the South 400.00 feet of the above described lands.
TOGETHER with and SUBJECT to covenants, easements and restrictions of record.

Attachment: Ordinances 2016-A39 & 2016-A40 (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

EXHIBIT "B" (SITE PLAN)



Attachment: Ordinances 2016-A39 & 2016-A40 (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

Attachment: Ordinances 2016-A39 & 2016-A40 (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard,

EXHIBIT "C" (CONDITIONS)

1. The Planned Unit Development (PUD) shall allow for the development of up to two mini warehouse buildings, a covered RV storage area, a display area for sales (sheds and utility trailers), and an existing parking facility as outlined on the Master Plan date-stamped received August 26, 2016 by the Land Development Division unless otherwise specified in these conditions.

2. The display area must meet a setback of 25 feet from the property line adjacent to CR-486.

3. The project must be served by central water and central sewer.

4. The project will provide the following landscape buffers (existing vegetation can be used, when available, to meet this requirement):

   - A 20-foot wide Type "C" Buffer along the north property boundary,
   - A 5-foot wide Type "A" Buffer along the east property line abutting commercial development and a 15-foot wide Type "C" Buffer along the east property boundary abutting residentially designated property,
   - A 10-foot wide Type "A" Buffer along the south property boundary, and
   - A 5-foot wide Type "A" Buffer along the west property boundary.

5. The applicant must construct the cross-access connection to the east property line at the time of permitting per LDC Section 7100, Access Management.

6. The site and stormwater management design must meet the requirements of the Citrus County Land Development Code in effect at the time of permitting.

7. All site lighting shall meet the requirements of the LDC, and be positioned and shielded so as not to illuminate adjacent properties.

8. Landscaping, design and maintenance shall follow the principles of *Florida Friendly Landscaping* ™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff.

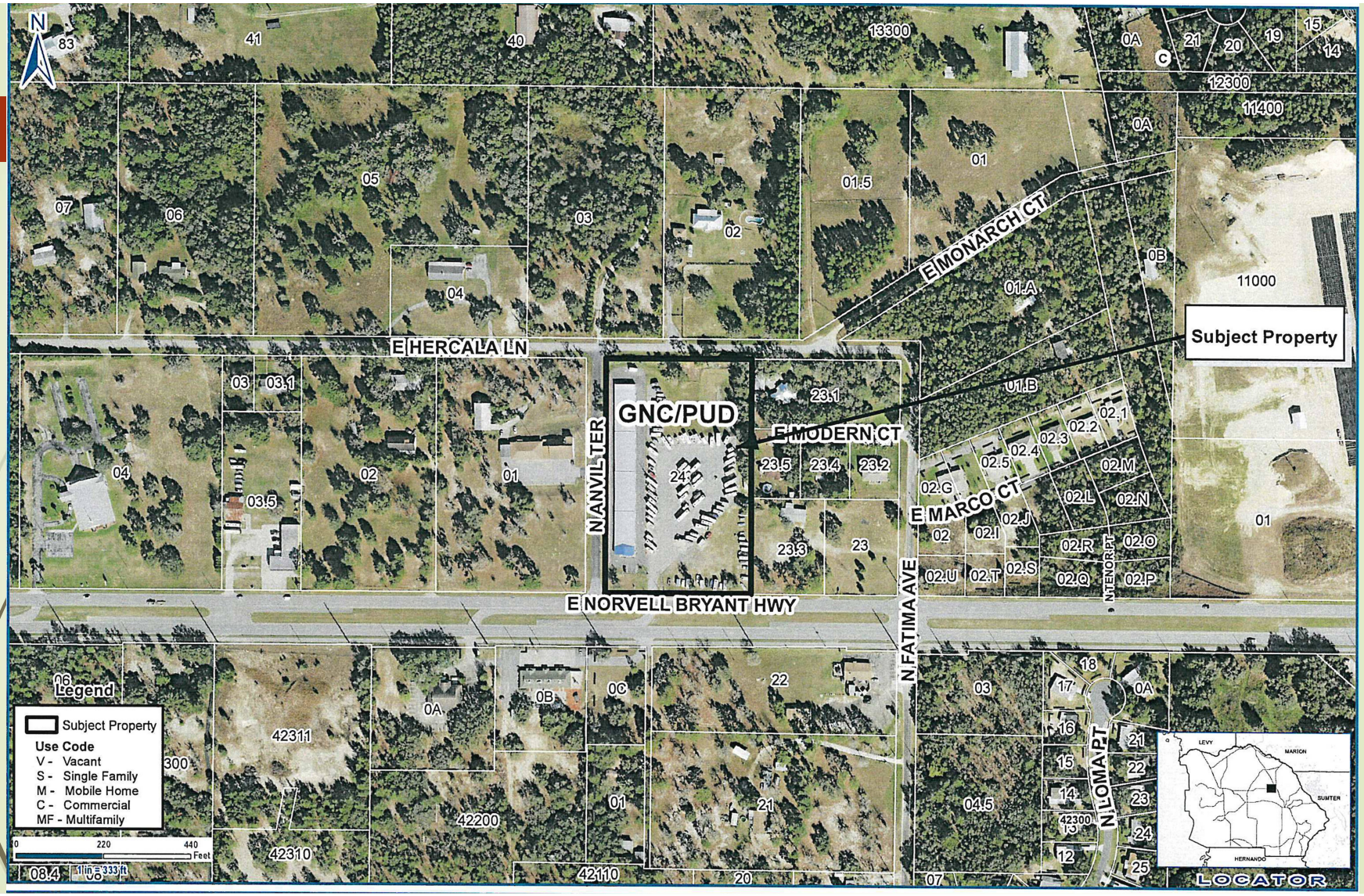
9. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

10. Minor modifications to this Master Plan of Development may be approved by the Director of the Land Development Division as outlined within Section 4304 of the LDC.

PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard, LLC

2405 E. Norvell Bryant Hwy., Hernando, Fl

Attachment: BCC staff PowerPoint (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable



Attachment: BCC staff PowerPoint (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable

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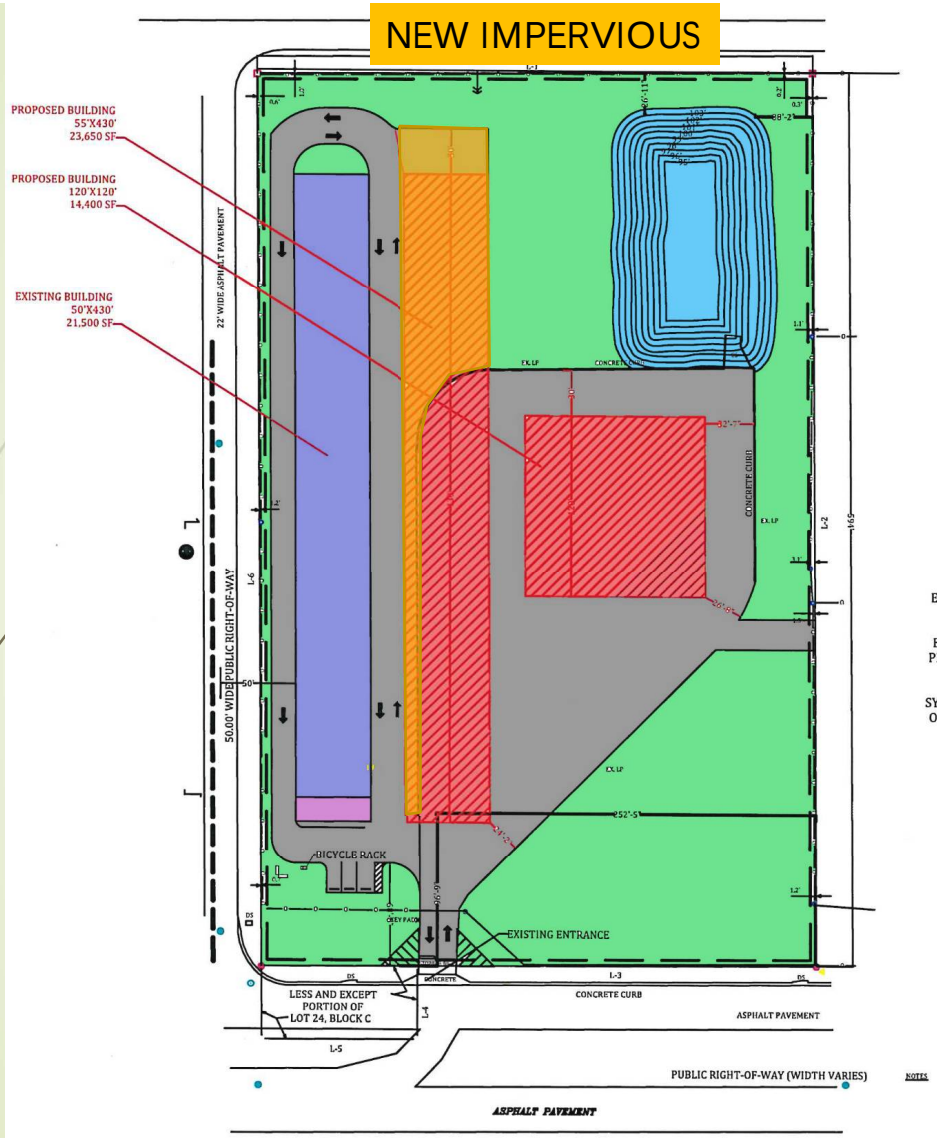
NEW IMPERVIOUS



SITE DATA
PARCEL AREA = 219,644 SF / 5.04 ACRES
PROJECT AREA = 219,644 SF / 5.04 ACRES

IMPERVIOUS SURFACE
EXISTING BUILDINGS = 21,500 SF
EXISTING ASPHALT = 86,411 SF
EXISTING SIDEWALK = 0.00 SF
TOTAL EXISTING IMPERVIOUS = 107,911 SF
EXISTING IMPERVIOUS SURFACE RATIO = 49.13%

REMOVAL OF EXISTING IMPERVIOUS = 27,567 SF

PROPOSED BUILDING AREAS = 38,050 SF
PROPOSED ASPHALT = 1,762 SF
PROPOSED SIDEWALK AREAS = 0.00 SF
PROPOSED TOTAL IMPERVIOUS = 39,812 SF
PROPOSED IMPERVIOUS SURFACE RATIO = 18.13%

TOTAL PHASES BUILDING AREAS = 59,550 SF
TOTAL PHASES ASPHALT AREAS = 60,606 SF
TOTAL PHASES SIDEWALK AREAS = 0.00 SF
TOTAL PHASES IMPERVIOUS = 120,156 SF
TOTAL PHASES IMPERVIOUS SURFACE RATIO = 54.70%

POND SIZED ACCORDINLY - REQUIRES NO CHANGES

EXISTING FACILITY HAS ON SITE TRASH PICKUP CURRENTLY. NO CHANGE IN USE OR INTENSITY IS PROPOSED.

EXISTING FACILITY HAS A SMALL OFFICE AND RESTROOMS CURRENTLY. NO PROPOSED INCREASE IN RESTROOMS OR WATER IS REQUIRED OR PROPOSED.

EXISTING FACILITY HAS AN ON SITE APPROVED SWFWMD RETENTION SYSTEM. NO INCREASE TO THE STORMWATER RETENTION AREA IS REQUIRED OR PROPOSED DUE TO THE INCREASE IN IMPERVIOUS AND THE REMOVAL OF EXISTING IMPERVIOUS CANCELING EACH OTHER OUT.

RECEIVED
JUN 24 2021
PUD-21-05
Land Development Division

Attachment: BCC staff PowerPoint (18387 : 5:01 pm PUD-21-05 Local Engineering, Inc. for Affordable

T1, T2

T.1.i

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: 10/12/21

Name: MIKE WILBURN

Address: PO BOX 988
FLORAL CITY FL 34436

Telephone #: 352-726-4875

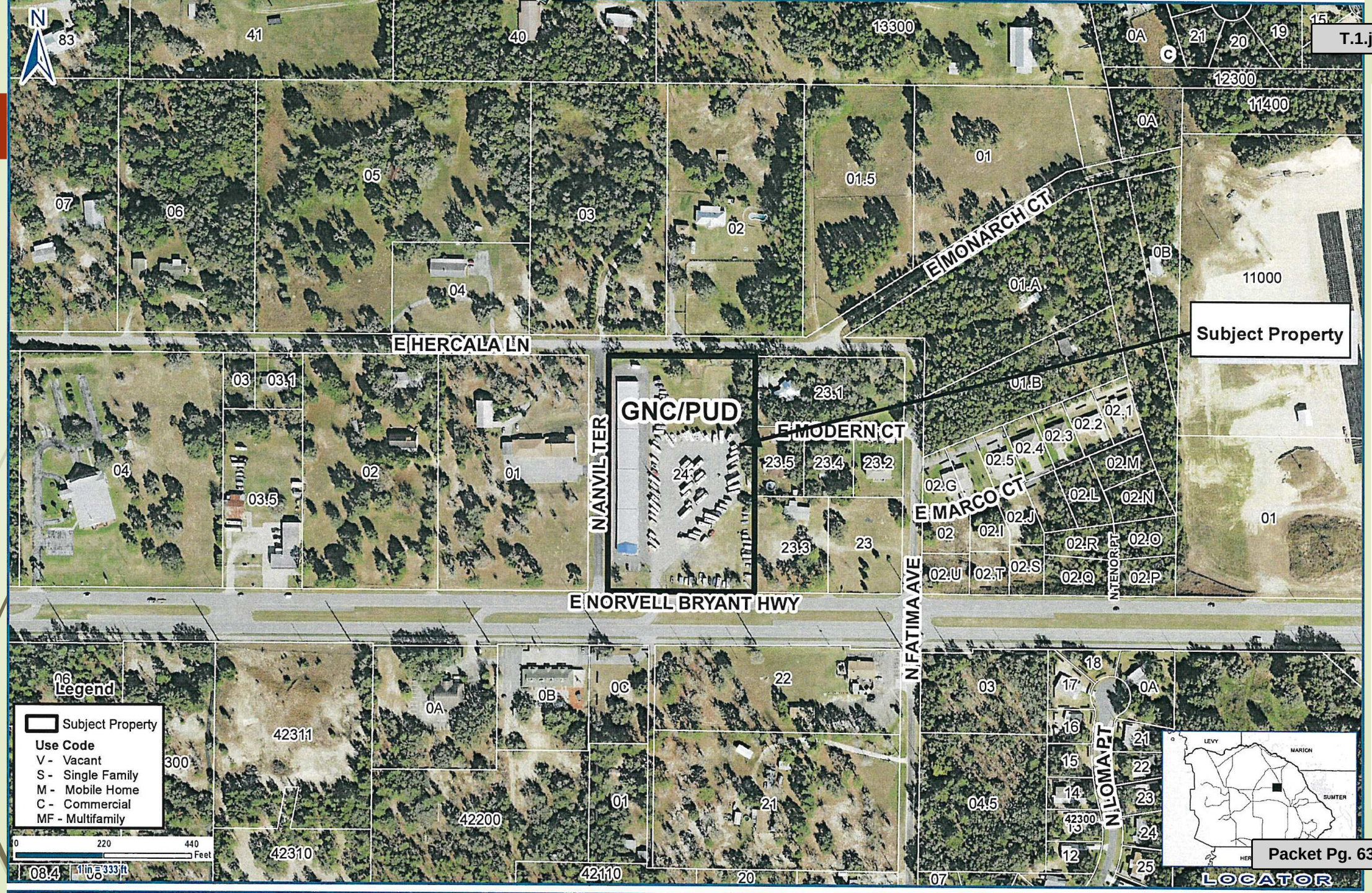
Item to be Addressed: PUD 21-05 / CPA/AA/PUD 21-08

Attachment: Public Speaker Forms for item T1 (18387 : 5:01

PUD-21-05 Local Engineering, Inc. for Affordable Secure Storage Backyard, LLC

2405 E. Norvell Bryant Hwy., Hernando, Fl

Attachment: Agenda Item T1 PUD-21-05 Staff PowerPoint (18387 : 5:01 pm PUD-21-05


T.1.j
Subject Property
GNC/PUD
E HERCALA LN
E NORVELL BRYANT HWY
E MONARCH CT
E MODERN CT
E MARCO CT
N ANVIL TER
N FATIMA AVE
N LOMA PT
Legend
Subject Property
Use Code
V - Vacant
S - Single Family
M - Mobile Home
C - Commercial
MF - Multifamily
0 220 440 Feet
1 in = 333 ft
LOCATOR
LEVY
MARION
SUMTER
Packet Pg. 630
Attachment: Agenda Item T1 PUD-21-05 Staff PowerPoint (18387 : 5:01 pm PUD-21-05

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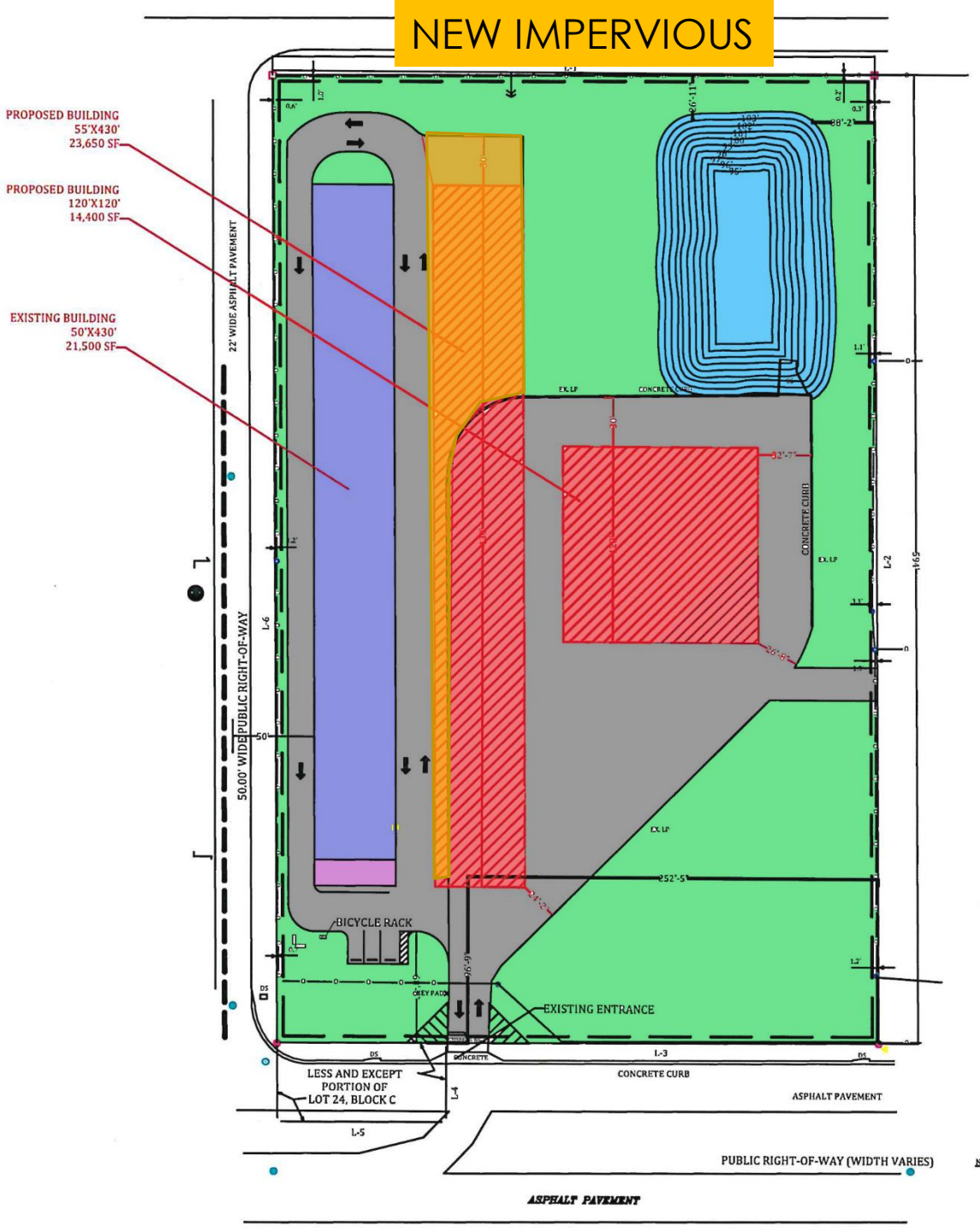
NEW IMPERVIOUS



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NOTES

RECEIVED
JUN 24 2021
PUD-21-05
Land Development Division

Attachment: Agenda Item T1 PUD-21-05 Staff PowerPoint (18387 : 5:01 pm PUD-21-05

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

This application is a request to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan from AGR, Agricultural District to GNC, General Commercial District and amend the Land Use Atlas Map (LUAM) of the Land Development Code from AGRMH, Agricultural District with mobile homes allowed to NEC, Neighborhood Commercial District with a Planned Unit Development (PUD) (and to amend an existing Planned Unit Development) for a winery, restaurant, wedding/event venue, retail with bakery/cafe, and related uses.

This application was heard by the Planning and Development Commission on August 19, 2021 and recommended for approval with conditions.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
	Advertising				

Applicant responsibility

RECOMMENDED ACTION:

a. Conduct a public hearing on October 12, 2021, at 5:05 p.m. to review and discuss CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.

b. If approved, adopt and authorize the Chairman to execute the ordinances for CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr., and direct the Clerk to execute the ordinances.

4. COMPREHENSIVE PLAN AMENDMENT

a. CPA/AA/PUD-21-08 Michael Wilburn for Philip Bomhoff, Jr.

REQUEST: This request is to amend the land use designation on the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan from AGR (Agriculture District) to GNC (General Commercial District) and to amend the land use designation of the Land Development Code Atlas Map from AGRMH (Agriculture District with mobile homes allowed) to NEC/PUD (Neighborhood Commercial District with a Planned Unit Development) and to amend an existing Planned Unit Development for a winery, restaurant, wedding/event venue, marketplace, and related uses.

LOCATION: Section 18, Township 20 South, Range 19 East; more specifically, a portion of Parcel 34000; which address is known as 8121 and 8123 S. Lecanto Highway, Lecanto, FL.

STAFF CONTACT: Joanna Coutu, AICP, Director, Land Development Division

Ms. Worthington stated that she had a conflict of interest on this application.

INTRODUCTION: Mr. O'Brien's overview included an aerial view of the subject property and surrounding area, photos of the subject property and buildings on the site and a proposed site plan submitted by the applicant.

APPLICANT: Dr. Wilburn represented the applicant. The property owner submitted permit applications for the restaurant and the event building in 2019 and those permits should be approved soon. The purpose of this application is to amend the PUD due to the fact that there are additional buildings on the subject property that are unpermitted. Those buildings are a market, a storage warehouse, an open pavilion and a sales office that is associated with their agricultural use. There is some parking and some other uses that are not currently approved within the PUD that was approved in 2018. Once the PUD is approved, they are ready to submit building plans for those unpermitted buildings to bring the entire project in compliance. In the previous PUD approval, the applicant did not have approval for outdoor events, and they would like to be granted approval for that within this PUD.

QUESTIONS FROM STAFF:

Ms. Coutu stated that there are 16 conditions in the staff report. She inquired if the applicant had any comments to those conditions.

Dr. Wilburn stated that the applicant had no objection to the 16 conditions.

Attachment: PDC Draft Minutes (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

COMMISSION QUESTIONS/COMMENTS:

Mr. Bass inquired if the Fire Marshall had reviewed the request for the increase in occupancy. Dr. Wilburn stated that the original PUD had the buildings at a certain occupancy and this amendment is to make the higher occupancy on the recently submitted building plans the same as what is depicted on the original PUD.

STAFF: Ms. Coutu stated that the applicant had a PUD that was approved in 2018. This application proposes to expand and modify an existing Planned Unit Development. The applicant's proposal is to extend the PUD to the north to encompass the new buildings which are the market and the storage buildings. The applicant is proposing NEC (Neighborhood Commercial) with a PUD. A majority of the property is designated AGR (Agriculture) as it is an existing blueberry farm.

Ms. Coutu showed the Master Plan that was submitted. The 2018 PUD had grass parking areas, a restaurant building and an event venue/winery. The PUD did not request any outdoor events; however, the applicant is requesting that the event venue/winery building's seating capacity be increased from 250 to 300. This building does meet façade standards and there are pedestrian walkpaths and the building does have landscaping and meets the LDC requirements.

The restaurant building is increasing the seating from 150 to 200 seats. The form did change from the PUD that was approved in 2018 and is reflected in the building permits. The restaurant building does not meet façade requirements for offsets/recesses. The applicant did receive relief from those requirements in the previous PUD. The applicant will need to add new landscaping as what was there in 2018 has died. The applicant requested the existing deviation from the façade and material be continued with the new application.

The new areas are a market building, outdoor dining pavilion and a storage area. The market building does not meet façade requirements; however, the applicant requested a deviation from the façade offsets and to allow this type of material to continue as on the other buildings on the property.

Ms. Coutu showed a photo of an open area. The applicant requested this area and others to be used for outdoor events.

Ms. Coutu showed photos of the parking area. In 2018, the parking areas were to be grassy with parking around the trees to keep the natural setting. The applicant has improved a majority of the parking area by installing millings, concrete, etc. There is more pavement than what was expected, and stormwater ponds were added.

Attachment: PDC Draft Minutes (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

The applicant requested deviation with regard to signage. The applicant requests two signs, one at each end of the property on CR-491. The property has a long road frontage. Their reasoning is to give drivers the opportunity to slow down when they see the signs. They are also requesting the use of directional signage throughout the site.

The wine manufacturing/event center building and the restaurant have pedestrian walkways. Otherwise, there is no connectivity proposed from the other parking areas or between buildings. Staff suggested some connectivity between the restaurant and the open space.

COMMISSION QUESTIONS/COMMENTS:

Mr. Bramblett inquired if the unpermitted buildings were included within the original PUD. Ms. Coutu stated that the restaurant and winery buildings were in the original PUD; however, the buildings were constructed without building permits. Mr. Bramblett inquired why deviations would be allowed. Ms. Coutu stated that if the application was approved, it would allow the applicant to proceed with receiving the needed building permits and bring the site into compliance.

Mr. Stone inquired what happens if the PUD application is not approved. Ms. Lyn advised that the PDC's recommendation for approval or denial goes to the County Commission for their decision. Mr. Stone stated that the property is completely surrounded by agricultural and conservation land and is surprised that a commercial facility was built on this property and feels that expanding it is contrary to the County's best interests. Ms. Coutu explained that the proposal is for NEC which allows for fewer uses and is meant to serve the surrounding area on major roadways.

Mr. Dixon stated he has a concern that the traffic is not addressed and that there are no acceleration or deceleration lanes provided. Ms. Coutu stated that the Engineering Division has proposed conditions that the applicant would need to meet to address those issues.

Mr. Bass inquired about the landscape buffering between the proposed use and the adjacent residential lot to the south. In reviewing the site plan, it appears that there is not sufficient room to install the required buffering. Ms. Coutu stated that it would be difficult to meet that requirement, and that the Board is being asked to approve the application without the buffering in that area. Mr. Bass asked if there could be a condition to require the additional buildings be more aesthetically appealing or more what the County desires. Ms. Coutu stated that this is a rural area and there are not neighborhoods to compare it to, but that the Board could add conditions. He also inquired if staff

Attachment: PDC Draft Minutes (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

had any concerns about the parking spaces being less than what staff had calculated were required. Ms. Coutu stated that there were no concerns as there is parking available that is not delineated specifically as parking and mixed-use parking is a consideration for this site.

Mr. Barmes inquired about the penalties involved with the applicant constructing buildings without permits. Ms. Coutu stated that that the applicant is attempting to correct these issues with this particular application.

REBUTTAL: Dr. Wilburn stated he does not support building without permits, and is trying to correct that with this application.

PROPONENT:

Michael Czerwinski stated that he supports this project. He requested that the Board consider adding a proposed condition for the applicant to install acceleration and deceleration lanes (access management) at this site along CR-491 for the public's safety.

OPPONENT: None.

COMMISSION COMMENTS:

Mr. Facemyer stated that he was opposed to this application.

Mr. Stone commented that the applicant should conform to the County's standards.

Mr. Bramblett stated that he was not in favor of any of the deviations requested by the applicant. His thought is that the County should assist the applicant to bring the site into compliance with what is already there and should not give any allowances to the deviations.

Mr. Bass commented that he was opposed to the application due to the deviation regarding façade requirements.

Mr. Dixon commented that the applicant should show the acceleration and deceleration lanes on the Master Plan. Ms. Coutu stated that this is addressed in proposed Condition #13.

Mr. Barmes suggested giving the applicant a "second chance" with strong stipulations.

Mr. Facemyer inquired if there was another avenue for the applicant to resolve the outstanding issues with the County. Ms. Lyn stated no because in order

Attachment: PDC Draft Minutes (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

for the applicant to receive building permits for the buildings, the applicant must be in compliance with the zoning regulations; therefore, the reason for the request to expand the PUD.

Mr. Dixon commented that the acceleration and deceleration lanes should be addressed first as this is a safety issue.

MOTION: The Planning and Development Commission finds application number ***CPA/AA/PUD-21-08 – CONSISTENT*** with the Citrus County Comprehensive Plan and Citrus County Land Development Code and that this Board recommends ***APPROVAL WITH CONDITIONS*** of the application to the Board of County Commissioners based upon the evidence and testimony presented, and the staff report and conclusions regarding this petition.

Mr. Bramblett also noted that he does not include in the Motion the deviation for any of the parking or the deviation for the façade. (Proposed conditions #4 and #6)

MOTION:

1st Mr. Bramblett 2nd Mr. Barmes

Mr. Bass commented that he was concerned about the façade deviation.

Mr. Bramblett stated that he is supportive of the signage deviation for directional purposes.

VOTE: 3 - 3, Motion Failed

YAYS: Messrs. Barmes, Bramblett and Bass

NAYS: Messrs. Facemyer, Roys and Stone

Note: Commissioner Worthington abstained from voting on this application due to a conflict of interest.

5. LAND USE APPLICATION

a. V-21-11 Albert and Torrie Jasuwan

REQUEST: This request is for a Variance from the Citrus County Land Development Code (LDC) for the placement of a single-family residence having less than the required 50-foot setback from the mean high water line and jurisdictional wetland line (35-foot with a berm or swale), pursuant to Section 3501, Surface Water Protection Standards, as specified in the LDC.

Attachment: PDC Draft Minutes (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

ORDINANCE NO. 2021-

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITRUS COUNTY LAND USE ATLAS MAP BY REDESIGNATING APPROXIMATELY 2.37 ACRES FROM THE AGRICULTURAL DISTRICT WITH MOBILE HOMES ALLOWED TO THE NEIGHBORHOOD COMMERCIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT (AND TO AMEND AN EXISTING PLANNED UNIT DEVELOPMENT ON A TOTAL OF 11.37 ACRES) FOR A WINERY, RESTAURANT, WEDDING/EVENT VENUE, RETAIL WITH BAKERY/CAFÉ, AND RELATED USES; PROVIDING FOR CONFLICTS; PROVIDING FOR MODIFICATION THAT MAY ARISE FROM CONSIDERATION AT THE PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 12, 2012, the Board of County Commissioners adopted the Citrus County Land Development Code as Ordinance No. 2012-06; and

WHEREAS, certain Atlas Amendments are necessary to maintain consistency with the Citrus County Comprehensive Plan; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS FOLLOWS:

1. The following described lands are hereby redesignated on the Citrus County Land Use Atlas Map:

   CPA/AA/PUD-21-08 – Dr. Michael Wilburn for Philip Bomhoff, Jr.

   Re-designation of approximately 2.37 acres from the Agriculture District with mobile homes allowed (AGRMH) to the Neighborhood Commercial District (NEC) with a Planned Unit Development (PUD) (and to amend an existing Planned Unit Development on a total of 11.37 acres) for a winery, restaurant, wedding/event venue, retail with bakery/café, and related uses, modifying the Land Use Atlas Map as presented in CPA/AA/PUD-21-08 and as further described in Exhibit "A", legal description, Exhibit "B", master plan, and Exhibit "C", conditions, attached hereto and incorporated herein by reference.

2. The Atlas of the Land Development Code of Citrus County, Florida is hereby amended to reflect the changes described in Sections 1 of this Ordinance.

3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Attachment: AA draft ordinance (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

4. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

5. It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk to the Board.

6. This ordinance shall become effective simultaneous with the effective date of the associated Comprehensive Plan Amendment.

DONE AND ADOPTED in regular meeting by the BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, this _____ day of _____, 2021.

ATTEST:

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

BY: _____

ANGELA VICK, CLERK OF COURT

SCOTT CARNAHAN, CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____

DENISE A. DYMOND LYN, COUNTY ATTORNEY

Attachment: AA draft ordinance (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

EXHIBIT A

CPA/AA/PUD-21-08

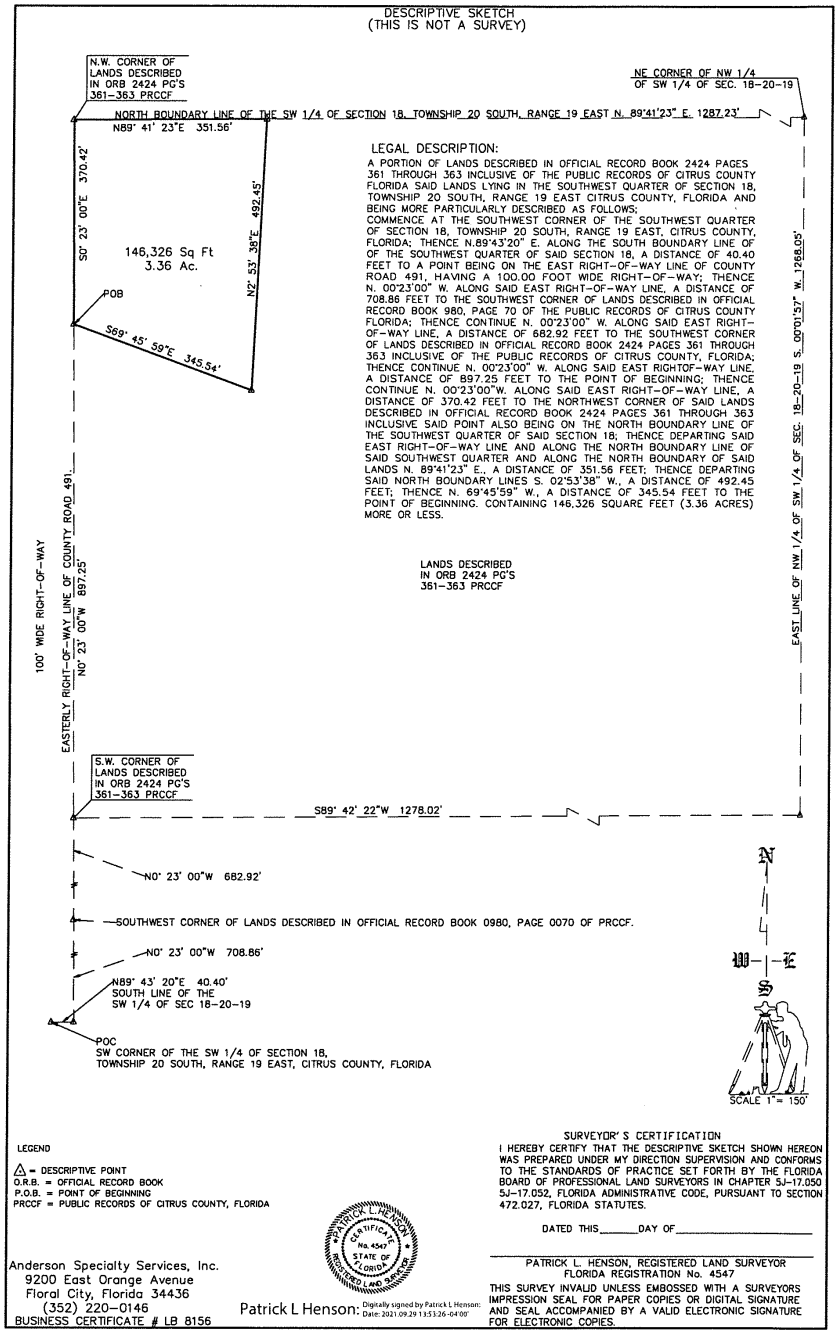
LEGAL DESCRIPTION

A portion of Parcel 34000: Commence at the SW corner of the SW ¼ of Section 18, Township 20 South, Range 19 East, Citrus County, Florida; THENCE N 89^{0}43’20” E along the South line of the SW ¼ of said Section 18 a distance of 40.40 feet to a point being on the Easterly right-of-way line of County Road 491, having a 100.00 foot wide right-of-way; THENCE N 00^{0}23’00” W along said Easterly right-of-way line a distance of 708.86 feet to the Southwest corner of Lands described in Official Records Book 0980, Page 0070 of the Public Records of Citrus County, Florida; THENCE continue N 00^{0}23’00” W along said Easterly right-of-way line a distance of 682.92 feet to the POINT OF BEGINNING; THENCE continue N 00^{0}23’00” W along said Easterly right-of-way line a distance of 897.25 feet; THENCE S 69^{0}45’59” E a distance of 345.54 feet; THENCE S 02^{0}53’38” W a distance of 431.54 feet; THENCE N 89^{0}50’06” E a distance of 393.06 feet; THENCE S 00^{0}08’26” E a distance of 344.32 feet to a point that bears N 89^{0}42’22” E from the Point of Beginning; THENCE S 89^{0}42’22” W a distance of 690.34 feet to the POINT OF BEGINNING. TOGETHER with and subject to covenants, easements and restrictions of record.

AND

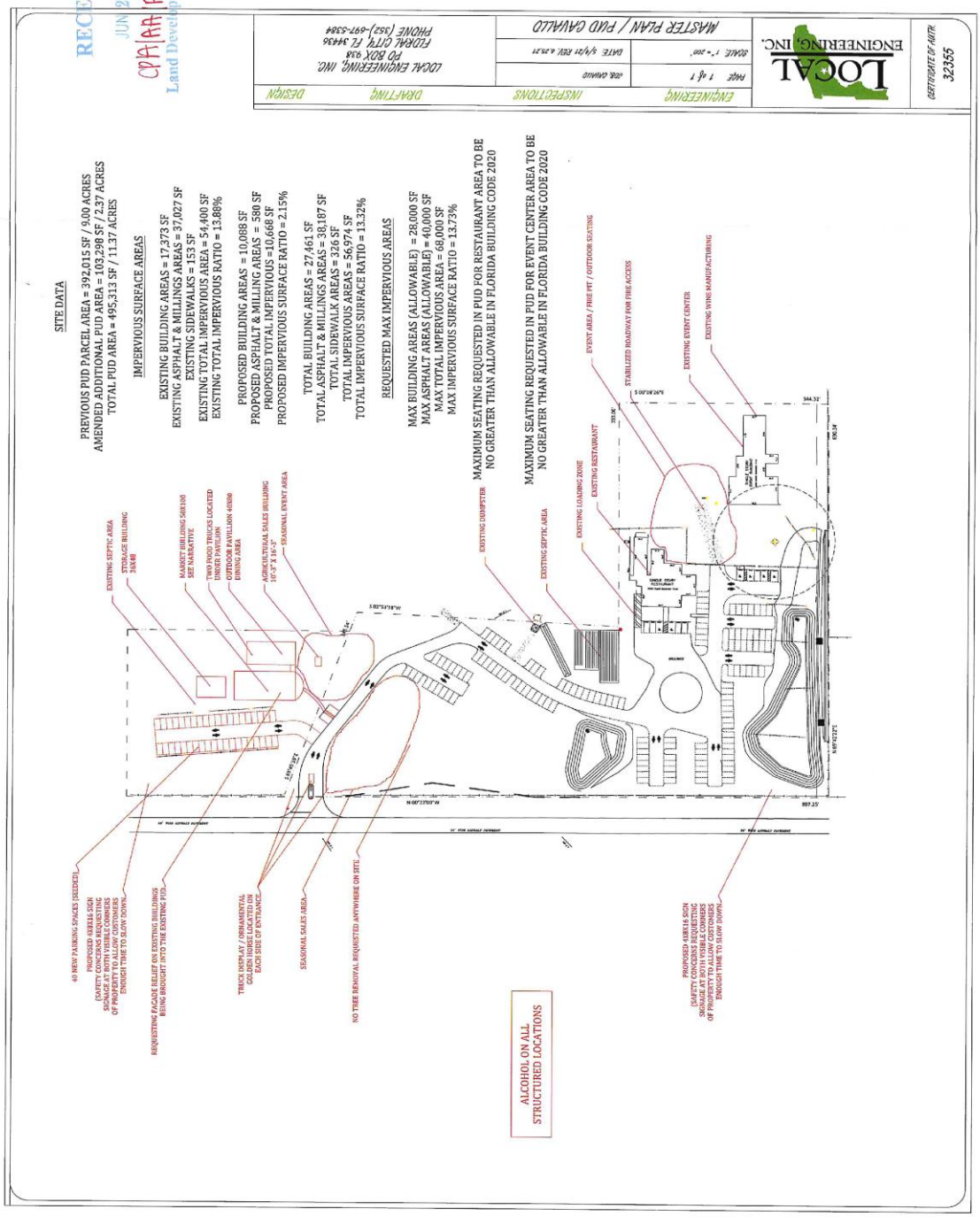
Attachment: AA draft ordinance (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

EXHIBIT A
CPA/AA/PUD-21-08
LEGAL DESCRIPTION (CONTINUED)



Attachment: AA draft ordinance (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

EXHIBIT B
CPA/AA/PUD-21-08
MASTER SITE PLAN



Attachment: AA draft ordinance (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

EXHIBIT C

CPA/AA/PUD-21-08

CONDITIONS OF APPROVAL

1. The Planned Unit Development (PUD) shall allow for the use of a restaurant building (maximum occupancy of 200 seats), a wine manufacturing area, a wedding/event venue (maximum occupancy of 300 persons), a 50' x 100' market building, and a 40' x 80' outdoor pavilion dining area, as well as a storage building and other miscellaneous uses, as outlined on the site plan date-stamped received June 25, 2021, by the Land Development Division unless otherwise specified in these conditions.

2. Outdoor/seasonal events and sales are limited to those areas delineated on the June 25, 2021, Master Plan. The applicant will need to comply with all noise standards in the Citrus County Code that may be applicable for these uses.

3. The project must meet State standards for well and septic for the uses as proposed.

4. The site can utilize stabilized grass parking, millings and/or concrete as proposed on the June 25, 2021, Master Plan. At least 177 parking spaces must be provided as outlined on that plan.

5. Wine manufacturing will be limited to the area delineated on the site plan date-stamped received June 25, 2021, by the Land Development Division.

6. The PUD shall allow relief from LDC standards for façade - the requirement to provide projections and/or recesses on the restaurant building, market building, 24 x 48 storage building, and outdoor pavilion dining area (all visible facades), and the use of unapproved façade material on those same structures.

7. Connectivity must be provided between the restaurant and event center area, utilizing pavers, bricks, or a similar material appropriate for this use. No sidewalks or pedestrian connectivity is required between the parking area and the customer entrances (with the exception of handicapped parking spaces as may be required by the Florida Building Code/ADA).

8. Two 8' x 16' freestanding signs may be installed along CR-491 on the north and south property lines as generally outlined on the June 25, 2021, Master Plan. (These signs will require building permits prior to installation).

9. Directional signage (interior) is approved throughout the site, with each sign not to exceed 16 SF in size.

10. Alcohol sales, consumption, and/or manufacturing are allowable throughout the PUD as indicated on the areas of the Master Plan (subject to State DBPR approval).

Attachment: AA draft ordinance (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

11. The site will establish a 20-foot wide Type “C” buffer along the length of the north property line and existing vegetation may be used to meet this requirement. The existing vegetation/buffer along the south property line must remain in place, or, if removed, be otherwise mitigated to continue the existing buffer in this area.

12. The site and stormwater management design must meet the requirements of the Citrus County Land Development Code in effect at the time of permitting.

13. The following access management criteria must be met at the time of permitting:

    a. A right of way utilization permit will be required for the proposed driveway connection. The applicant will need to demonstrate clear visibility/stopping sight distances are met in accordance with FDOT standards.

    b. The proposed driveway connection would need to be spaced a minimum of 440 feet from existing driveways on the same side of the roadway, pursuant to Section 7140.A, Table 7-1 (Minor Arterial having a posted speed limit of greater than 50 MPH).

    c. The driveway apron will need to have a minimum width at the property line of 24 feet (Section 7900).

    d. Provide trip generation analysis for the proposed development to determine requirements for throat distance (Section 7140.C) and auxiliary lane (Section 7190).

    e. Provide delivery truck movement routing in accordance with Section 7290.H, of the LDC.

14. Landscaping, design and maintenance shall follow the principles of *Florida Friendly Landscaping* ™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff.

15. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

16. Minor modifications to this Master Plan of Development may be approved by the Director of the Land Development Division as outlined within Section 4304 of the LDC.

Attachment: AA draft ordinance (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

ORDINANCE NO. 2021-

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITRUS COUNTY FUTURE LAND USE MAP BY REDESIGNATING APPROXIMATELY 3.37 ACRES FROM THE AGRICULTURE DISTRICT TO THE GENERAL COMMERCIAL DISTRICT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners recognize the need to plan for orderly growth and development while protecting Citrus County's abundant natural resources, and

WHEREAS, the Board of County Commissioners adopted the Citrus County Comprehensive Plan, Ordinance No. 89-04 on April 18, 1989, and subsequent amendments, and

WHEREAS, Chapter 163, Florida Statutes provide for the amendment of the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS FOLLOWS:

SECTION 1. SHORT TITLE

THIS ORDINANCE shall be known as, cited as, and referred to as the Citrus County Comprehensive Plan Amendment CPA/AA/PUD-21-08, Dr. Michael Wilburn for Philip Bomhoff, Jr., and shall be effective within the unincorporated areas of Citrus County, Florida.

SECTION 2. AUTHORITY

This Citrus County Comprehensive Plan Amendment CPA/AA/PUD-21-08, Dr. Michael Wilburn for Philip Bomhoff, Jr., is adopted pursuant to Chapter 163, Florida Statutes.

Attachment: CPA draft ord (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

SECTION 3. REVISIONS AND ADDITIONS TO THE FUTURE LAND USE MAP (FLUM)

CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.

Re-designation from Agriculture District (AGR) to General Commercial District (GNC) modifying the Future Land Use Map as presented in CPA/AA/PUD-21-08 and as further described in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 4. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

SECTION 5. INCLUSION IN THE COMPREHENSIVE PLAN

It is the intention of the Board of County Commissioners of Citrus County, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Citrus County Comprehensive Plan (Citrus County Ordinance No. 89-04). To this end, the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word "ordinance" may be changed to "section" "article" "policy" or other appropriate designation.

SECTION 6. MODIFICATIONS

It is the intention of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and Filed by the Clerk to the Board pursuant to Section 7.

SECTION 7. EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Attachment: CPA draft ord (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

DONE AND ADOPTED in regular meeting of the Board of County Commissioners of Citrus County, Florida, this _____day of _____2021.

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

ATTEST:

_____
ANGELA VICK, CLERK OF COURT

BY: _____
SCOTT CARNAHAN, CHAIRMAN

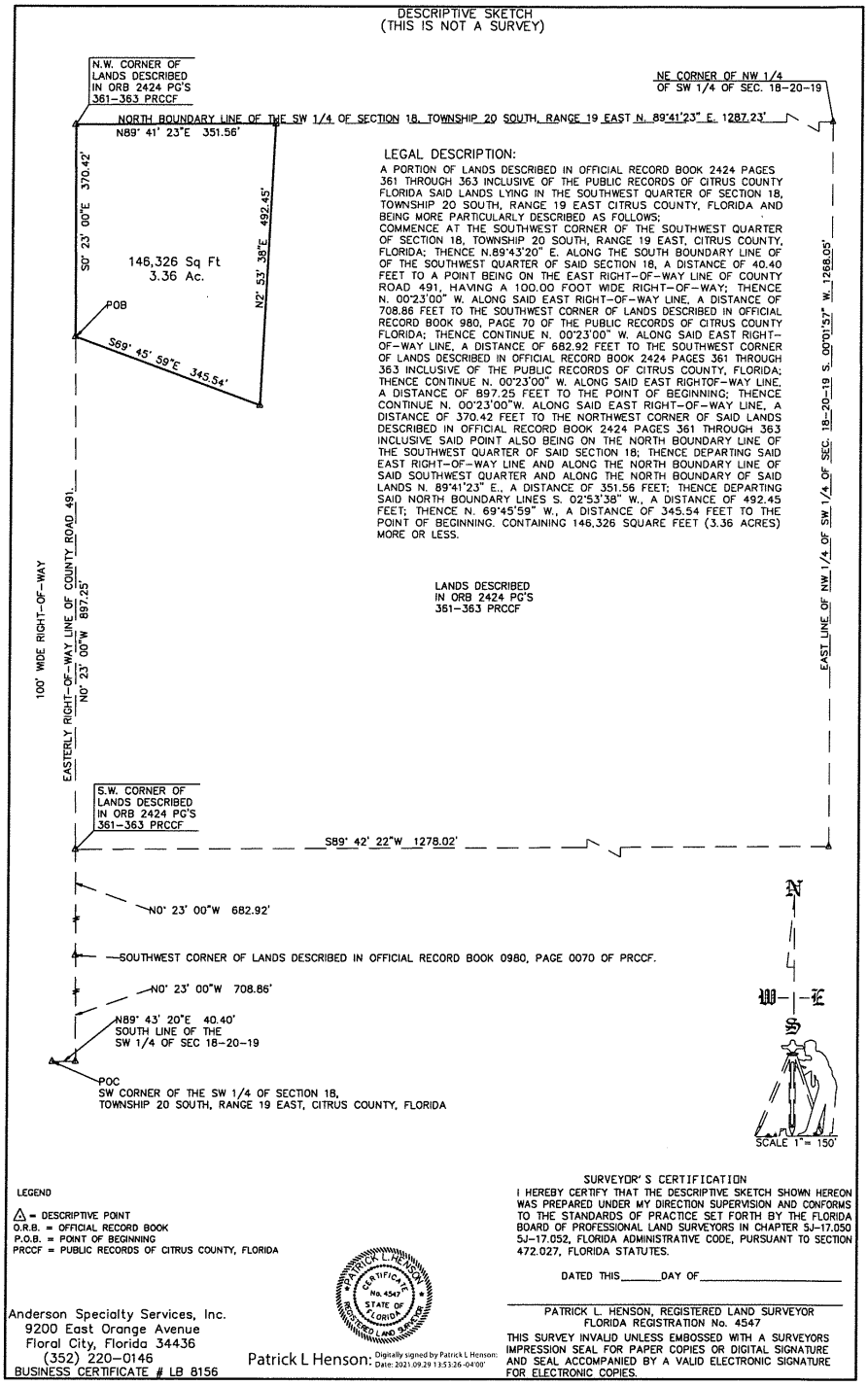
APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: CPA draft ord (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

EXHIBIT A
CPA/AA/PUD-21-08
LEGAL DESCRIPTION

FROM AGR TO GNC:



Attachment: CPA draft ord (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

Board of County Commissioners
Department of Growth Management
Land Development Division
3600 W. Sovereign Path, Suite 140, Lecanto, FL 34461-8070

Telephone (352) 527-5239 TTY Dial 711
Web Address: www.citrusbocc.com

CITRUS COUNTY COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE AMENDMENT APPLICATION

Application No.: CPA/AA/PUD-21-08 Date: 6/30/21

* Written Authorization is required if Applicant is different than Owner.

Applicant*
Name: Michael Wilburn
Address: P.O. Box 938
City: Floral City
State: FL Zip: 34436
Home No.: 352-726-4875 Cell No.:
Work No.: Fax No.:
Email: localengineeringinc@gmail.com

Property Owner
Name: Phillip Bonhoff
Address: 8123 S. Lecanto Hwy
City: Lecanto
State: FL Zip: 34461
Home No.: Cell No.:
Work No.: 352-419-4466 Fax No.: N/A
Email:

Property Description: Section: 18 Township: 20 South Range: 19 East
Legal Description: 8123 S. Lecanto Hwy, Lecanto
Subdivision: Unrec. Tracts in 18-20S-19E Lot(s): Block/Parcel:
Alternate Key #: 3520661 Parcel ID: 19E20S18 34000
Acreage: ?

✓ New Planned Unit Development (PUD)
✓ Amendment to Previously Approved PUD/PD Previous Application No.:
Land Development Code Atlas Designation From: To: NEC
Generalized Future Land Use Map Designation From: To:

Is this hearing being requested as a result o a Code Violation Notice? Yes ✓ No
If "Yes", explain on a separate sheet and attach a copy of the Notice of Violation.
Applicant Request(s): ACTIVE MARKET

Directions to Property:
R/T on 491, 8123 on L

The Applicant is: Owner of Tract ✓ Agent for Property Owner
One-Owner Amon ; Several Other (specify)

I am aware that if the property cannot be located using information from the submitted application, this application may be rescheduled to a later hearing date. I also understand that a sign must be placed (and marking flags may be placed) on the property by the Land Development Division at least seven days prior to the scheduled meeting. I understand that approval for the proposed use shown hereon does not in any way relieve me of the responsibility of observing and complying with any deed restrictions applicable to the subject property. I hereby authorize Citrus County or its agents to enter upon the property, which is the subject of this application and the date of the hearing thereon, at any time between the hours of 8:00 AM and 5:00 PM for the purpose of gathering any information relevant to this application.
I DO HEREBY SWEAR THAT THE INFORMATION CONTAINED HEREIN AND THE ATTACHMENTS HERETO ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

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 acknowledgements, personally appeared Michael Wilburn, who is personally known to me ~~or provided~~ ~~as identification~~ and who did not take an oath. WITNESS my hand and official seal this 30th day of June, 2021

Angela Love
Printed Name
Angela Love
Notary Public - State of Florida

Seal
Notary Public State of Florida
Angela Michelle Love
My Commission GG 195294
Expires 03/12/2022

Date:
Time:
Initials:

For Staff Use Only
ATF:
QTR:
LUD:
GFLUM Des:
FZ:

Revised August, 2017
Page 1 of 10

CPA/AA/PUD-21-08

Attachment: Applicant Submittal (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

Board of County Commissioners
Department of Growth Management
Land Development Division
3600 W. Sovereign Path, Suite 140, Lecanto, FL 34461-8070
Toll Free (352) 489-2120 TTY (352) 527-5329
Web Address: www.citrusbocc.com

REQUIRED INFORMATION FOR A COMPREHENSIVE PLAN AMENDMENT

Applicants are encouraged to schedule a pre-application conference before submitting an application. Assistance and information on the following can be obtained at that time.

ALL applications for amendment to the Citrus County Comprehensive Plan are required to include the following information. Failure to do so will result in a delay of processing the application.

1. A completed Comprehensive Plan application form. (Included in this packet.)

2. If this application is for an amendment to the County's FLUM map(s), a complete legal description must be attached.

3. If this application is for an amendment to the County's map(s), proof of ownership shall be provided.

4. If this application is for an amendment to the County's map(s), a certified boundary survey must be submitted. The survey must show all areas that have been identified as wetlands by Southwest Florida Water Management District (SWFWMD), Department of Environmental Protection (DEP), or US Army Corp of Engineers.

5. If this application is for an amendment to the **text** of the County's Comprehensive Plan, the proposed new text must be submitted. Attach the proposed text on a separate page(s).

6. If this application is for an amendment to the County's maps(s), what is the proposed new land use designation for the property? (i.e. GNC, MDR, IND, etc.).

   Designation: NEC

7. A map shall be submitted that shows all of the following:
   a. The boundary of the property plus all surrounding streets and roads.
   b. The existing use of the property and the surround properties.
   c. The designation of the existing property and the surrounding properties as it appears on the Future Land Use Map (FLUM).
   d. The designation of the existing property and the surrounding properties as it appears on the Land Development Code Atlas.

8. Letters from public facilities to the property and how much of a demand on those facilities this proposed change would create shall be submitted. Provide letters from the following public facilities:

   Sanitary Sewer: N/A SEPTIC

   Potable Water: N/A WELL

CPA/AA/PUD-21-08

Attachment: Applicant Submittal (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

Board of County Commissioners
Department of Growth Management
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Toll Free (352) 489-2120 TTY (352) 527-5329
Web Address: www.citrusbocc.com

Drainage: EXISTING SWFWMD PERMIT

Solid Waste: EXISTING PICK UP CURRENTLY ON SITE

9. Are there any anticipated impacts on Affordable Housing in Citrus County? ____ Yes ✓ No
If YES, describe what the impacts are anticipated to be and how you plan to address them.

10. Is this amendment compatible with the objectives and policies of the Future Land Use Element and other elements that may be affected by this proposed change? ✓ Yes ____ No

11. Briefly describe those objectives and policies that pertain to this application and how this proposal is compatible or is not compatible with them.

Objective:

Policy:

Policy:

Objective:

Policy:

Policy:

11. Any additional information that may apply to this application. N/A

CPA/AA/PUD

Attachment: Applicant Submittal (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

Altkey: 3520661
BOMHOFF PHILIP JR

Parcel ID: 19E20S18 34000
8123 S LECANTO HWY , LECANTO

Citrus County Property Appraiser, Cregg E. Dalton

PC Code	5000 - IMPROVED AGRI
Bldg Counts	Res 1 / MH 0 / Comm 4
Nbhd	5606 - GREEN ACRES HWY 491 CARDINAL SOUTH
Tax District	000X - WITHLACOOCHEE RIVER BASIN
Subdivision	003283 - UNREC TRACTS IN 18-20S-19E
Short Legal	(MSP-97-15 OR BK 1219 PG 1391-1392)PCL 34000: COM AT THE SW COR OF SW1/4 OF SEC18-20-19, TH N 89 DEG 43M 20S E AL THE S LN OF SW1/4 OF SD
Est. Parcel Sqft	1,626,16[illegible]
Est. Parcel Acres	37.33
Map SC-TW-RG	18-20S-19E

Mailing Address

Name	BOMHOFF PHILIP JR
Mailing Address	8123 S LECANTO HWY LECANTO FL 34461

All Owners

Name	Owner Type
BOMHOFF PHILIP JR	IN - Individual

Value History and Tax Amount

Year	Land Value	Impr Value	Just Value	Non-Sch. Assessed	Non-Sch. Exemptions	Non-Sch. Taxable	HX Savings	Tax Amount	Tax Link
2020	$221,690	$1,778,904	$2,000,594	$1,770,10[illegible]	$50,000	$1,720,104	$141,912	$27,388.31	Link
2019	$221,690	$1,569,425	$1,791,115	$1,586,491	$50,000	$1,536,491	$116,046	$24,709.99	Link

Buyer Beware!

Property taxes may be affected with change in ownership. When buying real estate property, you should not assume that property taxes will remain the same. Whenever there is a change in ownership, the assessed value of the property may reset to full market value, which could result in higher property taxes. Please use our tax estimator to approximate your new property taxes. Homestead exemptions and agricultural classifications are not transferable to the new owner. You must apply for your own exemptions and agricultural classifications.

Special Assessment

Project #	Description	Amount
0030	SOLID WASTE, RESID IMPRVD	$25.00
0131	FIRE SERVICES ASSESSMENT	$2,216.09

Sales

Sale Date	Sale Price	Book/Page	Instr Type	V/I

PUD-21-07

Attachment: Applicant Submittal (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

09/01/2010	$100 2424/0361	01-CORRECTIVE/QC/TD/COT
07/01/2010	$100 2366/1781	02-MIN DOC STAMP ($100)

Sales do not generally appear in database until approximately 4 to 6 weeks after the closing date. If a recent sale does not show up in this list, please allow more time for the sale record to be processed.

Permit Summary

Permit Date	Permit Number	Description	Amount	Occupancy Date
12/17/2019	201911531	SITE IMPROVEMENTS TO INCLUDE CLEARING GRADING PARKING FACILITIES STORMWATER LAND	$180,000	
01/23/2006	200517508	REPL for SFD ONLY---NOC IN FILE FOR SFD/LANAI ONLY	$679,096	12/11/2007
12/11/2001	200109606	MH--2001 --32 X 76 ---H.C	$66,000	01/16/2002

Additional Site Addresses

Seq	Adrno	Dir	Street	Suffix	Suffix 2	City	Unit #
1	8121	S	LECANTO	HWY		LECANTO	

Land & Agricultural

Line	Land Use	Type	Units	Frontage	Depth	Ag Flag	Classified Value	Just Value	Zoning
1	5000-AGRICULTURE IMPROVED NON-WATER	A-ACREAGE	1.00	.0					AGRMH
2	1091-COMM COUNTY ROAD 491	A-ACREAGE	8.34	.0					GNC
3	6930-BLBERRY 00	A-ACREAGE	25.79	.0		Y			AGRMH
4	5000-AGRICULTURE IMPROVED NON-WATER	A-ACREAGE	2.00	.0					AGRMH

Residential

Bldg Number	1
Class	R1 - RESIDENTIAL SINGLE FAMILY
Year Built	2007
Total FLA	7,138
Total Under Roof	11,892
Exterior Wall	32 - CONCRETE BLOCK STUCCO
Foundation	2 - CONCRETE BLOCK/STEM
HVAC	109 - HEAT PUMP
Stories	2
Floor System	01 - CONC. SLAB
Roof Frame	02 - HIP
Roof Cover	02 - METAL
Fuel	1 - ELECTRIC
Bedrooms/Full Baths/Half Baths	4/3/
Addl Fixtures	2
FPL: Stacks/Openings	/

Attachment: Applicant Submittal (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

RCN
RCNLD

Additions to Base Area

Building	Description	Year Built	Area
1	MAIN BULDING	2007	4,558
1	SCR PORCH FIN	2007	371
1	SCR PORCH FIN	2007	700
1	SCR PORCH FIN	2007	800
1	SCR PORCH FIN	2007	371
1	SCR PORCH FIN	2007	144
1	GARAGE FINISHED	2007	1,680
1	UPPER FLR LIV AREA	2007	2,580
1	UTLY STOR FINISHED	2007	688

Miscellaneous Improvements

Building #	Line	Description	Year Built	L	W	Units	Area	Value
1	1	OPEN POLE AVERAGE QUALITY	2007	30	35	1	1,050	
1	2	UTILY BLDG FIN WD/ALM W WOOD FLR-[1-SF]	2007	12	10	1	120	
1	3	UTILY BLDG FIN WD/ALM W WOOD FLR-[1-SF]	2007	16	10	1	160	
1	5	CONCRETE PATIO NO FOOTER-[1-SF]	2007	22	22	1	484	
1	8	GARAGE DETACHD CONCRETE BLOCK STUCCO-[1-SF]	2016	50	40	1	2,000	
1	9	OPEN PORCH FIN CONCRETE BLOCK STUCCO LIKE H-[1-SF]	2016	50	10	1	500	
3	1	OPEN PORCH FIN WOOD/ALUM WITH CONC SLAB-[1-SF]	2018	14	46	1	644	
3	12	PAVING CONCRETE-[1-SF]	2018			1	2,640	
4	1	OPEN PORCH FIN WOOD/ALUM WITH CONC SLAB-[1-SF]	2018	9	4	1	36	
4	10	PAVING CONCRETE-[1-SF]	2018			1	3,800	
4	11	PARK LOT LIGHT MERCURY-[3-UNIT]	2018			9	1	

Total Misc Value

Attachment: Applicant Submittal (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 711
Web Address: www.citrusbocc.com

AUTHORIZATION

APPLICATION REQUEST: (check one)

_____Variance _____Conditional Use _____Minor Subdivision ____Lot Reconfiguration

_____Plat Vacation _____Street Vacation _____Comprehensive Plan Amendment

_____Atlas Amendment ✓ Other (specify): PUD AMENDMENT

LEGAL DESCRIPTION OF PROPERTY:

Section 18 Township 20 Range 19 Alternate Key # 3520661

Lot/Parcel_____ Block_____ _____

Subdivision 383 UNRECORDED TRACTS

I, PHILIP BONHOFF JR _____, owner of the above described property,
(Name of Owner)

authorize MICHAEL WILBURN _____ of LOCAL ENGINEERING, INC to
(Name of Representative) (Name of Business)

serve as agent on my behalf for the purpose of making application for the proposed request. No further authorization is expressed or implied, than that which is described herein.

SIGNATURE: _____ (Signature of Owner)

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Philip Bonhoff Jr, who is personally known to me or provided FLORIDA DRIVER LICENSE as identification and who did not take an oath

WITNESS my hand and official seal this 19th day of May 2021

Kristie M. Spears
Printed Name

Notary Public - State of Florida

Seal

Attachment: Applicant Submittal (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

PUD-21-07

ORDINANCE NO. 2018- A21

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITRUS COUNTY FUTURE LAND USE MAP BY REDESIGNATING APPROXIMATELY 9.1 ACRES FROM THE AGRICULTURE DISTRICT TO THE GENERAL COMMERCIAL DISTRICT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners recognize the need to plan for orderly growth and development while protecting Citrus County's abundant natural resources, and

WHEREAS, the Board of County Commissioners adopted the Citrus County Comprehensive Plan, Ordinance No. 89-04 on April 18, 1989, and subsequent amendments, and

WHEREAS, Chapter 163, Florida Statutes provide for the amendment of the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS FOLLOWS:

SECTION 1. SHORT TITLE

THIS ORDINANCE shall be known as, cited as, and referred to as the Citrus County Comprehensive Plan Amendment CPA/AA/PUD-18-04, Kenneth Ellingham for Philip Bomhoff, Jr., and shall be effective within the unincorporated areas of Citrus County, Florida.

SECTION 2. AUTHORITY

This Citrus County Comprehensive Plan Amendment CPA/AA/PUD-18-04, Kenneth Ellingham for Philip Bomhoff, Jr., is adopted pursuant to Chapter 163, Florida Statutes.

Attachment: Applicant Submittal (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

SECTION 3. REVISIONS AND ADDITIONS TO THE FUTURE LAND USE MAP (FLUM)

CPA/AA/PUD-18-04 Kenneth Ellingham for Philip Bomhoff, Jr.

Re-designation from Agriculture District (AGR) to General Commercial District (GNC) modifying the Future Land Use Map as presented in CPA/AA/PUD-18-04 and as further described in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 4. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

SECTION 5. INCLUSION IN THE COMPREHENSIVE PLAN

It is the intention of the Board of County Commissioners of Citrus County, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Citrus County Comprehensive Plan (Citrus County Ordinance No. 89-04). To this end, the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word "ordinance" may be changed to "section" "article" "policy" or other appropriate designation.

SECTION 6. MODIFICATIONS

It is the intention of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and Filed by the Clerk to the Board pursuant to Section 7.

SECTION 7. EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

Attachment: Applicant Submittal (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

DONE AND ADOPTED in regular meeting of the Board of County Commissioners of Citrus County, Florida, this 13th day of November 2018.

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEAL CITRUS COUNTY, FL

for **ANGELA VICK, CLERK OF COURT**

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

BY: _____
RONALD E. KITCHEN JR., CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____
DENISE A. DYMOND LYN, COUNTY ATTORNEY

APPROVED
NOV 13 2018
BOARD OF COUNTY COMMISSIONERS

Attachment: Applicant Submittal (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

EXHIBIT A

CPA/AA/PUD-18-04

LEGAL DESCRIPTION

A portion of Parcel 34000: Commence at the SW corner of the SW ¼ of Section 18, Township 20 South, Range 19 East, Citrus County, Florida; THENCE N 89°43'20" E along the South line of the SW ¼ of said Section 18 a distance of 40.40 feet to a point being on the Easterly right-of-way line of County Road 491, having a 100.00 foot wide right-of-way; THENCE N 00°23'00" W along said Easterly right-of-way line a distance of 708.86 feet to the Southwest corner of Lands described in Official Records Book 0980, Page 0070 of the Public Records of Citrus County, Florida; THENCE continue N 00°23'00" W along said Easterly right-of-way line a distance of 682.92 feet to the POINT OF BEGINNING; THENCE continue N 00°23'00" W along said Easterly right-of-way line a distance of 897.25 feet; THENCE S 69°45'59" E a distance of 345.54 feet; THENCE S 02°53'38" W a distance of 431.54 feet; THENCE N 89°50'06" E a distance of 393.06 feet; THENCE S 00°08'26" E a distance of 344.32 feet to a point that bears N 89°42'22" E from the Point of Beginning; THENCE S 89°42'22" W a distance of 690.34 feet to the POINT OF BEGINNING. TOGETHER with and subject to covenants, easements and restrictions of record.

Attachment: Applicant Submittal (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

ORDINANCE NO. 2018- A22

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITRUS COUNTY LAND USE ATLAS MAP BY REDESIGNATING APPROXIMATELY 9.1 ACRES FROM THE AGRICULTURAL DISTRICT WITH MOBILE HOMES ALLOWED TO THE NEIGHBORHOOD COMMERCIAL DISTRICT; WITH A PLANNED UNIT DEVELOPMENT FOR A WINERY, RESTAURANT, AND WEDDING/EVENT VENUE; PROVIDING FOR APPLICABILITY; PROVIDING FOR MODIFICATION THAT MAY ARISE FROM CONSIDERATION AT THE PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 12, 2012, the Board of County Commissioners adopted the Citrus County Land Development Code as Ordinance No. 2012-06; and

WHEREAS, certain Atlas Amendments are necessary to maintain consistency with the Citrus County Comprehensive Plan; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS FOLLOWS:

1. The following described lands are hereby redesignated on the Citrus County Land Use Atlas Map:

   CPA/AA/PUD-18-04 – Kenneth Ellingham for Philip Bomhoff, Jr.

   Re-designation of approximately 9.1 acres from the Agriculture District with mobile homes allowed (AGRMH) to the Neighborhood Commercial District (NEC) with a Planned Unit Development (PUD) for a winery, restaurant, wedding/event venue and associated uses, modifying the Land Use Atlas Map as presented in CPA/AA/PUD-18-04 and as further described in Exhibit "A", legal description, Exhibit "B", master plan, and Exhibit "C", conditions, attached hereto and incorporated herein by reference.

2. The Atlas of the Land Development Code of Citrus County, Florida is hereby amended to reflect the changes described in Sections 1 of this Ordinance.

3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

4. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining

Attachment: Applicant Submittal (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

5. It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk to the Board.

6. This ordinance shall become effective simultaneous with the effective date of the associated Comprehensive Plan Amendment.

DONE AND ADOPTED in regular meeting by the BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, this 13th day of November, 2018.

ATTEST:

BOARD OF COUNTY COMMISSIONERS CITRUS COUNTY FL SEAL

Drey Mosley D.C.

for **ANGELA VICK, CLERK OF COURT**

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

BY:

RONALD E. KITCHEN JR., CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

DENISE A. DYMOND LYN, COUNTY ATTORNEY

APPROVED
NOV 13 2018
BOARD OF COUNTY COMMISSIONERS

Attachment: Applicant Submittal (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

EXHIBIT A

CPA/AA/PUD-18-04

LEGAL DESCRIPTION

A portion of Parcel 34000: Commence at the SW corner of the SW ¼ of Section 18, Township 20 South, Range 19 East, Citrus County, Florida; THENCE N 89°43'20" E along the South line of the SW ¼ of said Section 18 a distance of 40.40 feet to a point being on the Easterly right-of-way line of County Road 491, having a 100.00 foot wide right-of-way; THENCE N 00°23'00" W along said Easterly right-of-way line a distance of 708.86 feet to the Southwest corner of Lands described in Official Records Book 0980, Page 0070 of the Public Records of Citrus County, Florida; THENCE continue N 00°23'00" W along said Easterly right-of-way line a distance of 682.92 feet to the POINT OF BEGINNING; THENCE continue N 00°23'00" W along said Easterly right-of-way line a distance of 897.25 feet; THENCE S 69°45'59" E a distance of 345.54 feet; THENCE S 02°53'38" W a distance of 431.54 feet; THENCE N 89°50'06" E a distance of 393.06 feet; THENCE S 00°08'26" E a distance of 344.32 feet to a point that bears N 89°42'22" E from the Point of Beginning; THENCE S 89°42'22" W a distance of 690.34 feet to the POINT OF BEGINNING. TOGETHER with and subject to covenants, easements and restrictions of record.

Attachment: Applicant Submittal (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

EXHIBIT C

CPA/AA/PUD-18-04

CONDITIONS OF APPROVAL

1. The Planned Unit Development (PUD) shall allow for the use of a restaurant building (maximum occupancy of 150 seats), a wine manufacturing area, and a wedding/event venue (maximum occupancy of 250 persons) as outlined on the site plan date-stamped received July 11, 2018 by the Land Development Division unless otherwise specified in these conditions.

2. There will be no outdoor activities on the site associated with the wedding/event venue, and outdoor lighting is not proposed with this application.

3. The project must meet State standards for well and septic for the uses as proposed.

4. The site can utilize stabilized grass parking as proposed, and concrete milling/asphalt can continue to be used for the access drive from CR-491. The applicant will need to provide a parking study or demonstrate compliance with LDC standards for parking at the time of permitting.

5. Wine manufacturing will be limited to the area delineated on the site plan date-stamped received July 11, 2018 by the Land Development Division.

6. The site will establish a 20-foot wide Type "C" buffer along the length of the south property line, and existing vegetation may be used to meet this requirement.
7. The site and stormwater management design must meet the requirements of the Citrus County Land Development Code in effect at the time of permitting.

8. The following access management criteria must be met at the time of permitting:

    a. A right of way utilization permit will be required for the proposed driveway connection. The applicant will need to demonstrate clear visibility/stopping sight distances are met in accordance with FDOT standards.

    b. The proposed driveway connection would need to be spaced a minimum of 440 feet from existing driveways on the same side of the roadway, pursuant to Section 7140.A, Table 7-1 (Minor Arterial having a posted speed limit of greater than 50 MPH).

    c. The driveway apron will need to be improved to have a minimum width at the property line of 24 feet (Section 7900).

    d. Provide trip generation analysis for the proposed development to determine requirements for throat distance (Section 7140.C) and auxiliary lane (Section 7190).

Attachment: Applicant Submittal (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

e. Provide delivery truck movement routing in accordance with Section 7290.H, of the LDC.

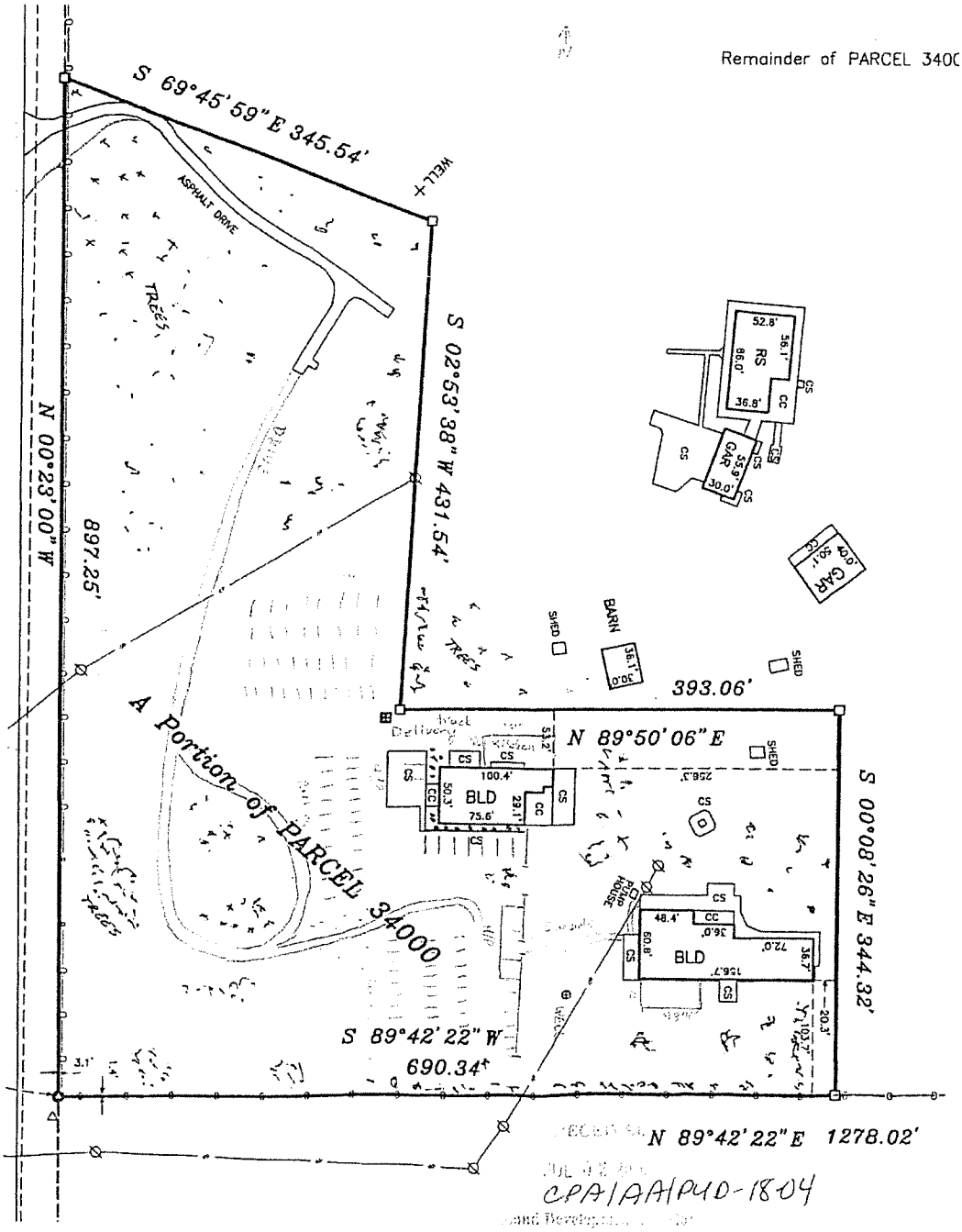
9. Landscaping, design and maintenance shall follow the principles of *Florida Friendly Landscaping* ™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff.

10. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

11. Minor modifications to this Master Plan of Development may be approved by the Director of the Land Development Division as outlined within Section 4304 of the LDC.

Attachment: Applicant Submittal (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

EXHIBIT B
CPA/AA/PUD-18-04
MASTER SITE PLAN



Attachment: Applicant Submittal (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

Amendment to PUD

Market Building:

For retail space, to include a bakery/cafe with indoor/attached outdoor seating for café, wine tasting, wine retail sales and alcohol consumption.

Covered Patio for outside seating, Farm Events, and u-pick staging.

Warehouse for stock, equipment, and supplies.

This would include outdoor events, such as a fall festival or Christmas night and also small events on the patio.

- We have a shed in front of the covered patio for u-pick buckets, check in, etc. (Unsure if we leave this ag?)

Existing PUD

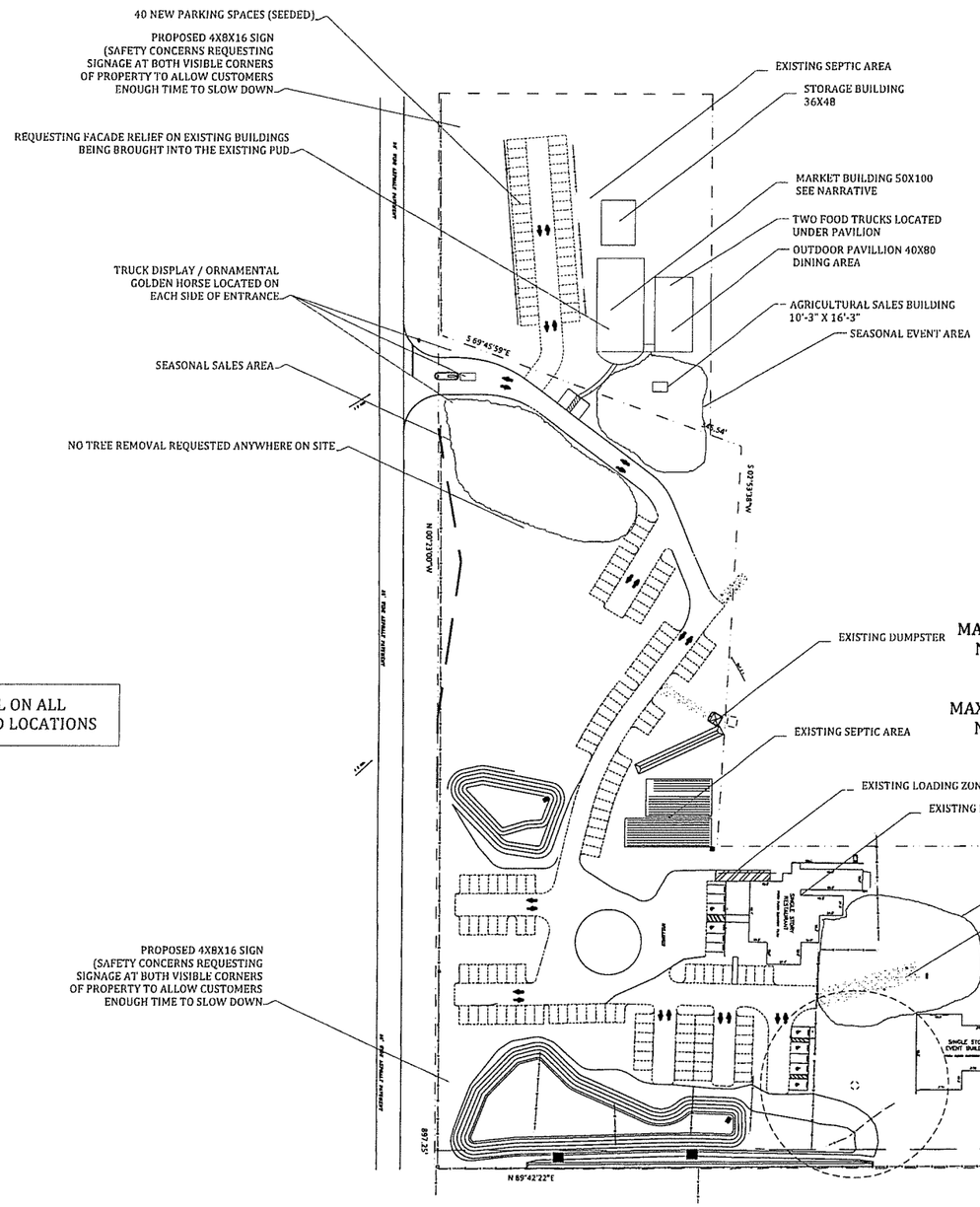
Increase restaurant seating to allow for 200 people

Increase event seating to 300

Allow outdoor events

PUD-21-07

Attachment: Applicant Submittal (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)



ALCOHOL ON ALL STRUCTURED LOCATIONS

SITE DATA

PREVIOUS PUD PARCEL AREA = 392,015 SF / 9.00 ACRES
AMENDED ADDITIONAL PUD AREA = 103,298 SF / 2.37 ACRES
TOTAL PUD AREA = 495,313 SF / 11.37 ACRES

IMPERVIOUS SURFACE AREAS

EXISTING BUILDING AREAS = 17,373 SF
EXISTING ASPHALT & MILLINGS AREAS = 37,027 SF
EXISTING SIDEWALKS = 153 SF
EXISTING TOTAL IMPERVIOUS AREA = 54,400 SF
EXISTING TOTAL IMPERVIOUS RATIO = 13.88%

PROPOSED BUILDING AREAS = 10,088 SF
PROPOSED ASPHALT & MILLING AREAS = 580 SF
PROPOSED TOTAL IMPERVIOUS =10,668 SF
PROPOSED IMPERVIOUS SURFACE RATIO = 2.15%

TOTAL BUILDING AREAS = 27,461 SF
TOTAL ASPHALT & MILLINGS AREAS = 38,187 SF
TOTAL SIDEWALK AREAS = 326 SF
TOTAL IMPERVIOUS AREAS = 56,974 SF
TOTAL IMPERVIOUS SURFACE RATIO = 13.32%

REQUESTED MAX IMPERVIOUS AREAS

MAX BUILDING AREAS (ALLOWABLE) = 28,000 SF
MAX ASPHALT AREAS (ALLOWABLE) = 40,000 SF
MAX TOTAL IMPERVIOUS AREA = 68,000 SF
MAX IMPERVIOUS SURFACE RATIO = 13.73%

MAXIMUM SEATING REQUESTED IN PUD FOR RESTAURANT AREA TO BE NO GREATER THAN ALLOWABLE IN FLORIDA BUILDING CODE 2020

MAXIMUM SEATING REQUESTED IN PUD FOR EVENT CENTER AREA TO BE NO GREATER THAN ALLOWABLE IN FLORIDA BUILDING CODE 2020

CPA/AA/PUD-21-08

DESIGN
DRAFTING
INSPECTIONS
ENGINEERING

LOCAL ENGINEERING, INC.
PO BOX 938
FLORAL CITY, FL 34436
PHONE (352)-697-5384

JOB: CAVALLO
DATE: 5/4/21 REV. 6.25.21
SCALE: 1" = 200'
PAGE 1 of 1

MASTER PLAN / PUD CAVALLO

LOCAL ENGINEERING INC.

CERTIFICATE OF AUTH.
32355

Attachment: Master Plan (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

PM2-21-94

DEPARTMENT OF GROWTH MANAGEMENT
2021 SMALL SCALE
COMPREHENSIVE PLAN AMENDMENT/ATLAS AMENDMENT
STAFF FINDINGS REPORT
TO THE
BOARD OF COUNTY COMMISSIONERS

APPLICATION NUMBER CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.
DATE: August 24, 2021
PREPARED BY: Joanna L. Coutu, AICP, Director; Land Development Division

Request to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan, to amend the Land Development Code Atlas Map, and to amend a Planned Unit Development.

FUTURE LAND USE MAP REQUEST:	From: AGR, Agriculture District To: GNC, General Commercial District
LAND USE ATLAS MAP REQUEST:	From: AGRMH, Agriculture District with mobile homes allowed To: NEC/PUD, Neighborhood Commercial District with a Planned Unit Development (and to amend an existing Planned Unit Development) for a winery, restaurant, wedding/event venue, retail with bakery/café, and related uses
LOCATION:	Section 18, Township 20 South, Range 19 East; more specifically, a portion of Parcel 34000; which address is known as 8121 and 8123 S. Lecanto Highway, Lecanto, FL. A complete legal description is on file with the Land Development Division.
ACREAGE:	Approximately 11.37 acres (total PUD); land use change 3.37 ac
SURROUNDING FUTURE LAND DESIGNATIONS:	North – AGR, Agriculture District; CON, Conservation District South – RUR, Rural Residential District East – AGR, Agriculture District; CON, Conservation District West – RUR, Rural Residential District
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	North – AGRMH, Agriculture District with mobile homes allowed; CON, Conservation District South – RURMH, Rural Residential District with mobile homes allowed East – AGRMH District and CON District West – RURMH District
SURROUNDING EXISTING LAND USES:	North – remainder of larger agricultural parcel, Withlacoochee State Forest South – single-family residential use East – remainder of larger agricultural parcel; Withlacoochee State Forest West – CR-491, single-family residential use

Attachment: BCC staff report (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip Bomhoff, Jr.)

CHARACTERISTICS OF THE SUBJECT PROPERTY - According to the *Soil Survey of Citrus County* (1988), the soil type in the area is primarily Arredondo fine sand (0 to 5 percent slopes). Limitations to building site development are slight. The subject property appears to be located in Flood Zone X, as found on the Flood Insurance Rate Map 12017C0452D.

BACKGROUND AND ANALYSIS - The subject property is a portion of a larger 38-acre parcel that has an agricultural classification from the Citrus County Property Appraiser for a blueberry farm. A portion of the site received approval for a PUD in 2018 for a restaurant, wine manufacturing, and an indoor venue for weddings and other events. This application would expand the existing PUD area and add the uses of outdoor events and retail sales/marketplace. The restaurant and indoor venue have submitted, but not yet obtained, permit approval for their construction; although the applicant recently submitted revised drawings to address construction reviewer comments. (Site plan approval was obtained, although the site has changed significantly since that approval and will need to be revised). There have also been recent Code citations by the Building Division for multiple buildings on the site, and the property owner has indicated they will address those citations as soon as possible.

The site is accessed from S. Lecanto Highway (CR-491) via a driveway that includes temporary signage. The previous PUD indicated only indoor events, while this revision would allow outdoor activities in several identified areas as well as seasonal sales/events such as a fall festival or pumpkin or Christmas tree sales. The applicant is also requesting to increase the occupancy of the restaurant and event areas, both of which will require permitting approval. The new PUD indicates a market building and an outdoor venue/restaurant with food carts, which is included in the area proposed for land use change. These revisions are reviewed in more detail below.

SUMMARY OF AGENCY COMMENTS: This application is a small-scale CPA and an AA, and therefore is not required to petition to State agencies for comment.

SUMMARY OF PUBLIC COMMENTS: Public comments have not been received as of this writing of the staff report.

REQUEST FOR LAND USE CHANGE

Concurrency

a) Sanitary Sewer – The existing PUD buildings utilize a septic system, which will need to demonstrate adequate capacity for the additional buildings/uses as proposed.
b) Potable Water – The existing PUD buildings utilize a well, which will need to demonstrate adequate capacity for the additional buildings/uses as proposed.
c) Solid Waste – The property will continue to utilize commercial solid waste collection with disposal in the Citrus County landfill.
d) Drainage – The property owner has constructed large stormwater/drainage facilities onsite. At the time of the previous PUD review, it was expected that no additional impervious surface would be added. Since that time, there has been a significant amount of pavement and buildings added, so the applicant will need to demonstrate adequate capacity prior to release of any construction permits.

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Consistency with Comprehensive Plan – The application is consistent with the following Policies:

Policy 17.5.2 *Commercial, Industrial, and other appropriate uses shall be allowed in Planned Developments when part of an approved Plan of Development and where development standards are met as specified by the LDC.*

Staff comment – The proposal would allow additional commercial uses within an existing and expanding Planned Unit Development (PUD).

Policy 3.15.4 *The County shall designate low density land uses adjacent to natural land reservations and resource based parks where the adjacent lands are undeveloped.*

Policy 3.15.7 *Development occurring along the edges of natural reservations shall be designed to protect and minimize the impact of development on conservation areas through the use of natural vegetative buffers and clustering of structures away from the conservation area.*

Staff comment – The larger parcel abuts the Withlacoochee State Forest on two sides, although the PUD is of a smaller, mostly interior area. The application as proposed would continue to maintain over 500' from the nearest commercial building to the State Forest on the east side and maintain a buffer to the north.

Policy 17.6.14 *Because the GNC district allows potentially high density/intensity development, it should not be located in areas of the County deemed to be environmentally sensitive areas. No new GNC shall be allowed in the Coastal, Lakes, and Rivers Region. New GNC shall be limited to the central ridge region.*

Staff comment – The application proposes the use of Neighborhood Commercial zoning rather than General Commercial on the LDC Atlas, which is a sub-category of the GNC designation that is more limited in scope.

Impacts on Affordable Housing – The proposal may create additional jobs but does not appear to have an impact on affordable housing.

Compatibility with Adjacent Land Uses – Location of the site within an overall larger parcel provides some increased buffering for the surrounding State Forest. The adjacent single-family residence to the south is also rural in nature. The existing PUD required the applicant to keep the existing trees along that property line, but many of them have been removed upon installation of a stormwater pond in that area.

Environmental – The applicant has noted that no additional trees will be removed with this application. There are numerous existing trees on the site that appear to meet the minimum tree preservation standards.

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PROPOSED FINDINGS OF FACT – LAND USE CHANGE

1. The request is to re-designate an additional 3.4 acres from AGR to GNC on the Future Land Use Map and from AGR to NEC with a PUD on the Land Development Code Atlas Map, while expanding the existing PUD to approximately 11.4 acres.
2. The proposed land use is consistent with the Comprehensive Plan, including the policies discussed above.
3. The PUD provides the benefit of a Master Plan of Development that serves to mitigate against potential conflicts with existing adjacent land uses.

REQUEST FOR A PLANNED UNIT DEVELOPMENT

Consistency with the Land Development Code (LDC):

Access Management/Transportation: The subject parcel currently obtains access from CR-491, a minor arterial roadway. Engineering staff have continued the same comments as in the 2018 PUD and note the following:

1. A right of way utilization permit will be required for the proposed driveway connection. The applicant will need to demonstrate clear visibility/stopping sight distances are met in accordance with FDOT standards.

2. The proposed driveway connection would need to be spaced a minimum of 440 feet from existing driveways on the same side of the roadway, pursuant to Section 7140.A, Table 7-1 (Minor Arterial having a posted speed limit of greater than 50 MPH).

3. The driveway apron will need to have a minimum width at the property line of 24 feet (Section 7900).

4. Provide trip generation analysis for the proposed development to determine requirements for throat distance (Section 7140.C) and auxiliary lane (Section 7190).

5. Provide delivery truck movement routing in accordance with Section 7290.H, of the LDC.

    - **Deviation Requested** – Use of asphalt milling material and unimproved access aisles from roadway to parking areas. While this deviation was also requested and approved in the 2018 PUD, much of the area was later paved. The new drives and new parking areas for the marketplace and outdoor dining area would request to utilize unimproved areas for parking and access. Other items will need to be demonstrated at the time of permitting, as outlined above.

Cross Access Connection: Projects that are proposed on principal, minor and major collectors shall include cross access to the property line that has a commercial land use. In this case, the site abuts a residential site to the south, and the State Forest lands to the north. As such, cross-access is not required for this site.

Impervious Surface/Stormwater: The impervious surface on the entire PUD site is indicated as approximately 13.8%, with the new land use change area having an impervious surface ratio of less than 2.2%. The maximum allowable impervious surface in the Agriculture District is 10%, and in

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the Neighborhood Commercial District it is 70%. As such, the impervious surface ratio standards are being met.

The applicant will need to demonstrate that the stormwater ponds/system onsite is adequate to accommodate the project before construction permits can be approved. This may include approval or an exemption from the Southwest Florida Water Management District (SWFWMD), or a stormwater design reviewed by Citrus County (as applicable).

Landscaping/Buffers: A Type "C" buffer (15' minimum width with 20' preferred) would be required between the proposed use and the adjacent residential lot to the south, as well as the conservation lands to the north. The applicant had previously proposed to keep the existing trees along the south property line to meet this standard; however, the owner has advised that the expanded stormwater system necessitated removal of a portion of the trees in this area. (The trees adjacent to the wine building/barn have not been impacted). As such, they have located outdoor events away from that property line and more interior to the site. The northern boundary appears to have some existing vegetation which could be used towards a Type "C" buffer standard along this property line.

Foundation landscaping is required for at least 50 percent of each façade length located along a public highway (CR-491), parking area, or which includes a customer entrance. The applicant has not requested a deviation from this requirement and will need to meet this requirement at time of permitting. A site visit indicated that this standard seemed to be met for the wine manufacturing/event center building and will need to be added to the restaurant and marketplace buildings.

Façades: LDC Section 3745 outlines minimum façade requirements including façade standards for offsets/recesses, and detail features such as windows, and materials. The existing PUD allowed a deviation for the restaurant building for metal siding and no offsets along the southern side of the structure. A site visit revealed that all visible facades contained this metal siding, as do the market building and the new storage building. As such, the existing deviation request would continue, but would need to be added to the visible perimeter of the restaurant building, the market building, and the new storage building.

- **Deviation Requested** – Relief from the requirement to provide projections and/or recesses on the restaurant building, market building, 24 x 48 storage building, and outdoor pavilion dining area (all visible facades), and the use of metal façade material on those same structures.

Pedestrian Circulation/Sidewalks: Pedestrian connectivity is required between the parking area and the customer entrances by landscaped areas and sidewalks consisting of scored concrete, pavers, or bricks. The previous PUD did not provide any connectivity and received deviation for such. A site visit indicated that the wine manufacturing/event center building has a pedestrian walkway from the handicapped parking spaces, as does the restaurant building. Otherwise, no connectivity is proposed from the other parking areas or between buildings. Previously staff suggested some connectivity between the restaurant and event center area, utilizing pavers, bricks, or a similar material appropriate for this use, and would continue that suggestion with this new application.

- **Deviation Requested** – No sidewalks or pedestrian connectivity between the parking area and the customer entrances (with the exception of handicapped parking spaces as may be required by the Florida Building Code/ADA).

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Parking Spaces Required: The application proposes to increase the restaurant seating from 150 seats to 200 seats, increase the wedding/event venue seating from 250 seats to 300 seats, and add outdoor events (unknown capacity). While the submitted narrative contains this information, the PUD Master Plan denotes that maximum seating would be "…no greater than allowable in Florida Building Code 2020". Following confirmation with the applicant, staff has utilized the narrative information. Parking analysis is outlined below:

Type of Use	**Parking Spaces Required**	**Parking Spaces Calculation used from LDC**
Restaurant – 200 seats	67 spaces	1 per 3 seats
Indoor event area – 300 seats	100 spaces	1 per 3 seats
Market Building – 5,000 SF	20 spaces	1 per 250 square feet
Outdoor Dining Pavilion – 3,200 SF	22 spaces	1 per 150 square feet
Outdoor Event area (total size unknown – 5,000 SF estimated by staff)	5 spaces	1 per 1,000 square feet
TOTAL	214 spaces	Provided: 177 (on master plan)

Mixed-use parking is a consideration for this site, as visitors may attend more than one area on each visit. In addition, parking spaces delineated on the site plan do not also include the presence of additional areas outside of these areas that may also be available for parking as needed.

The previous PUD approved a deviation for utilization of grass parking spaces throughout the site; however, millings (and limited concrete) has been provided throughout much of the existing areas.

- **Deviation Requested:** Utilization of grass, mulched, or millings parking spaces throughout the site (with the exception of handicapped parking areas as may be required per the Florida Building Code and/or ADA).
- **Deviation Requested:** A reduction to 177 parking spaces (from 214 spaces required as roughly estimated by staff) as shown on the Master Plan.

Lighting, Signage, Etc.: The previous application did not propose any outside lighting, and signage was subject to the criteria outlined within the LDC. A site visit indicated the placement of hooded outside lighting to meet LDC standards.

Additional free-standing signage is requested along CR-491, one at each of the north/south property lines, to allow drivers adequate time to reduce their speed and access the site. The applicant also has placed small directional signage within the site, while the LDC allows one directional sign that is up to 16 square feet in size.

- **Deviation Requested:** Two 8' x 16' freestanding signs along CR-491 on the north and south property lines as outlined on the Master Plan.
- **Deviation Requested:** Use of directional signage throughout the site, with each sign not to exceed 16 SF in size.

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The application includes a request for alcohol sales/use throughout the site. LDC Section 3760, Alcoholic Beverages, restricts alcohol sales within 500 ft of any school, day care, hospital, church, and other public uses. It is debatable if the adjacent State Forest would qualify as a "public park or playground" as outlined in this section; however, for the purpose of clarity, a deviation is noted for this proposed use:

- **Deviation Requested:** Alcohol sales/consumption/manufacturing throughout the PUD site as indicated on the Master Plan (subject to State DPBR approval).

PROPOSED FINDINGS OF FACT – PLANNED UNIT DEVELOPMENT

Staff reviewed this application under the standards of Section 4300, Planned Unit Developments (PUD), of the LDC. The PDC may recommend , and the BCC may adopt, modified conditions of approval pursuant to LDC Section 4302, PUD Approval Procedures, when in the public interest and expressed in formal findings of fact. The reviewing body shall approve, approve with modifications and/or conditions, or disapprove the Planned Unit Development. The reviewing body shall enter its reasons for such action in its record. As evidence, the following findings of facts are cited.

A. **Only uses which are consistent with the Comprehensive Plan may be approved as a PUD.** *The uses proposed may be allowable in the NEC District via the PUD process. As previously noted, the proposed PUD is in general conformance with the Comprehensive Plan provided the conditions regarding noise, lighting, etc. are adhered to.*

B. **Any development approved through the PUD application process, which is not designated a use in the respective land use district for the subject PUD parcel, shall be compatible with established or planned uses both within the development footprint and surrounding neighborhoods and property.** *The applicant has proposed the outdoor event venues will be held in the interior of the site and will need to ensure that buffers are provided along the north property line and much of the south property line as proposed. As such, it is anticipated that the uses as proposed will be compatible with the surrounding area.*

C. **Accessory uses shall be permitted as set forth within the approved general concept plan or as found by the Board of County Commissioners to be compatible with an approved plan.** *The master plan does not include any specific proposals for accessory uses. Any accessory uses that are proposed in the future would be subject to standards as outlined in the LDC.*

D. **Subsequent to the approval of a PUD, uses not enumerated may be permitted through amendment of the PUD and approved by the Board of County Commissioners.** *The applicant has been advised that any future uses may require an amendment to this PUD.*

E. **The land area included within the PUD development shall be of such proportions as to properly accommodate all proposed uses in keeping with the general requirements of the county and the established objectives and policies of the adopted Comprehensive Plan.** *The land area proposed for the use meets the standards outlined within the Comprehensive Plan.*

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F. Landscaping and design and maintenance shall follow the principles of *Florida Friendly Landscaping* ™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff.

1. **Planted turf grass and landscaping on residential lots shall be limited to a maximum of 50% of the upland portion of the lot.**
2. **Turf grasses and landscape vegetation shall be common to the area and drought tolerant.**

The applicant has indicated that they will comply with LDC standards, which would include this requirement.

G. There shall be no specific lot requirements for individual uses; provided, however, that the area designated for any particular use shall be of sufficient size and proportion so as to properly accommodate said use and to provide for adequate open space and buffering between it and an adjacent use. *The land area proposed for the uses meet the standards outlined within the Comprehensive Plan.*

H. The maximum height of structures, setbacks, and density within a PUD development shall be as specifically established by the Board of County Commissioners in its approval action. *The applicant has not requested a deviation of height or density with this application. Existing setbacks appear to be consistent with LDC requirements.*

I. Approval of the proposed PUD development shall include approval of all maps, diagrams, tables, and reports submitted by the applicant. *The applicant has submitted a site plan date-stamped June 25, 2021, and has confirmed an accompanying narrative description dated June 2, 2021, for this application, and would be required to meet all conditions if the application is approved.*

J. A planned unit development will terminate within three years of the date of approval if either a site development plan or preliminary subdivision plat application is not filed with the county. If one of these applications is not filed within the specified time frame, the PUD shall be null and void. *The applicant has not requested a deviation from this requirement.*

SUMMARY OF FINDINGS

PLANNING AND DEVELOPMENT COMMISSION (PDC) RECOMMENDATION: The Planning and Development Commission (PDC) discussed this application on August 19, 2021. The PDC failed to adopt a motion of approval with conditions by a vote of 3-3 (with one commissioner abstaining due to a conflict), so the application was recommended for denial. The PDC found that the application is inconsistent with the requirements of the LDC and the Comprehensive Plan. Granting this request will adversely affect the public interest and would not be generally compatible with adjacent properties and other properties in the district.

If this application is approved, staff would suggest the following conditions:

1. The Planned Unit Development (PUD) shall allow for the use of a restaurant building (maximum occupancy of 200 seats), a wine manufacturing area, a wedding/event venue (maximum occupancy of 300 persons), a 50’ x 100’ market building, and a 40’ x 80’ outdoor

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pavilion dining area, as well as a storage building and other miscellaneous uses, as outlined on the site plan date-stamped received June 25, 2021, by the Land Development Division unless otherwise specified in these conditions.

2. Outdoor/seasonal events and sales are limited to those areas delineated on the June 25, 2021, Master Plan. The applicant will need to comply with all noise standards in the Citrus County Code that may be applicable for these uses.

3. The project must meet State standards for well and septic for the uses as proposed.

4. The site can utilize stabilized grass parking, millings and/or concrete as proposed on the June 25, 2021, Master Plan. At least 177 parking spaces must be provided as outlined on that plan.

5. Wine manufacturing will be limited to the area delineated on the site plan date-stamped received June 25, 2021, by the Land Development Division.

6. The PUD shall allow relief from LDC standards for façade - the requirement to provide projections and/or recesses on the restaurant building, market building, 24 x 48 storage building, and outdoor pavilion dining area (all visible facades), and the use of unapproved façade material on those same structures.

7. Connectivity must be provided between the restaurant and event center area, utilizing pavers, bricks, or a similar material appropriate for this use. No sidewalks or pedestrian connectivity is required between the parking area and the customer entrances (with the exception of handicapped parking spaces as may be required by the Florida Building Code/ADA).

8. Two 8’ x 16’ freestanding signs may be installed along CR-491 on the north and south property lines as generally outlined on the June 25, 2021, Master Plan. (These signs will require building permits prior to installation).

9. Directional signage (interior) is approved throughout the site, with each sign not to exceed 16 SF in size.

10. Alcohol sales, consumption, and/or manufacturing are allowable throughout the PUD as indicated on the areas of the Master Plan (subject to State DBPR approval).

11. The site will establish a 20-foot wide Type “C” buffer along the length of the north property line and existing vegetation may be used to meet this requirement. The existing vegetation/buffer along the south property line must remain in place, or, if removed, be otherwise mitigated to continue the existing buffer in this area.

12. The site and stormwater management design must meet the requirements of the Citrus County Land Development Code in effect at the time of permitting.

13. The following access management criteria must be met at the time of permitting:

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a. A right of way utilization permit will be required for the proposed driveway connection. The applicant will need to demonstrate clear visibility/stopping sight distances are met in accordance with FDOT standards.

b. The proposed driveway connection would need to be spaced a minimum of 440 feet from existing driveways on the same side of the roadway, pursuant to Section 7140.A, Table 7-1 (Minor Arterial having a posted speed limit of greater than 50 MPH).

c. The driveway apron will need to have a minimum width at the property line of 24 feet (Section 7900).

d. Provide trip generation analysis for the proposed development to determine requirements for throat distance (Section 7140.C) and auxiliary lane (Section 7190).

e. Provide delivery truck movement routing in accordance with Section 7290.H, of the LDC.

14. Landscaping, design and maintenance shall follow the principles of *Florida Friendly Landscaping* ™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff.

15. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

16. Minor modifications to this Master Plan of Development may be approved by the Director of the Land Development Division as outlined within Section 4304 of the LDC.

JLC/cb
SW

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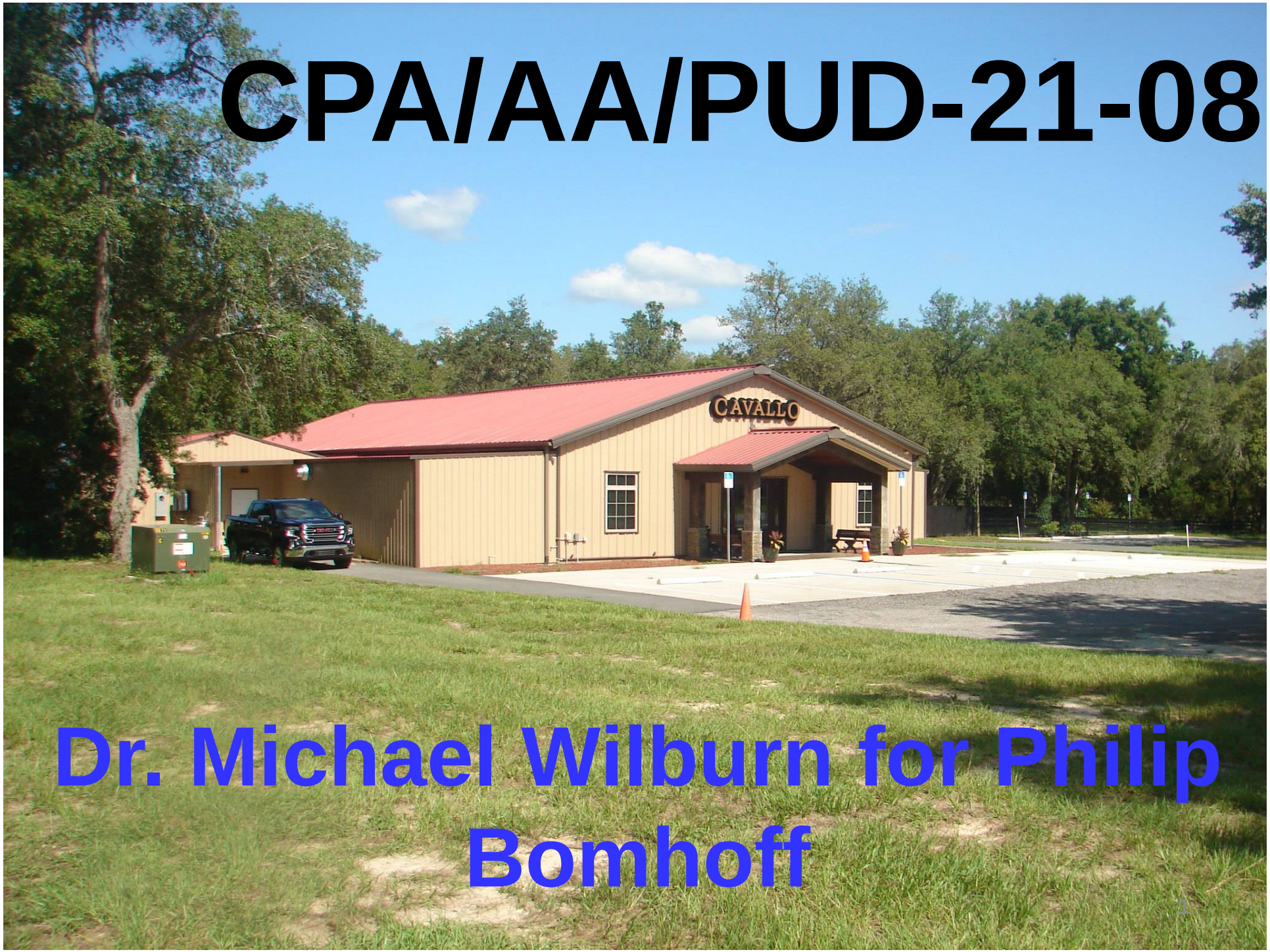
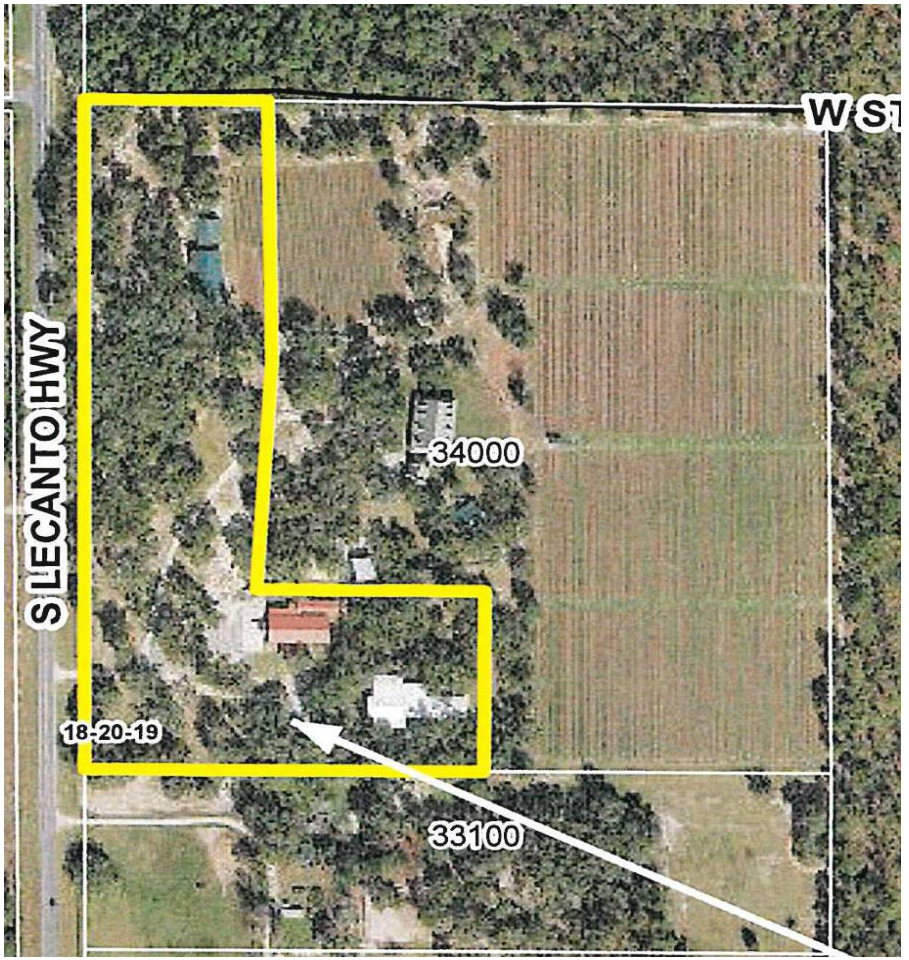
CPA/AA/PUD-21-08



Dr. Michael Wilburn for Philip Bomhoff

Attachment: BCC Planner PowerPoint (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip

2018 CPA/AA/PUD area



2021 CPA/AA/PUD area

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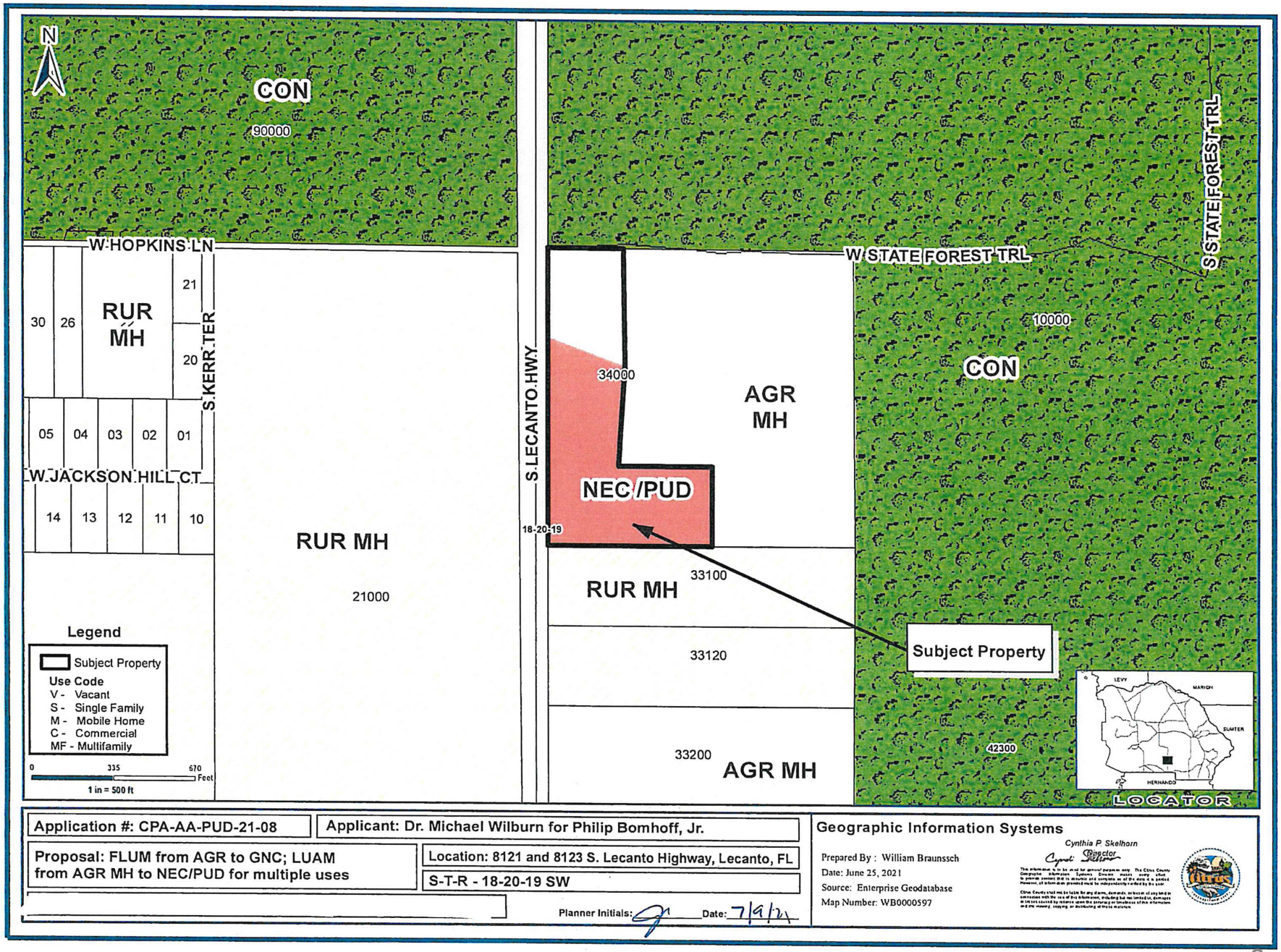

Application #: CPA-AA-PUD-21-08	Applicant: Dr. Michael Wilburn for Philip Bomhoff, Jr.
Proposal: FLUM from AGR to GNC; LUAM from AGR MH to NEC/PUD for multiple uses	Location: 8121 and 8123 S. Lecanto Highway, Lecanto, FL
	S-T-R - 18-20-19 SW
	Planner Initials: _____ Date: 7/9/21

Geographic Information Systems

Cynthia P Skelhorn
Director

Prepared By : William Braunssch
Date: June 25, 2021
Source: Enterprise Geodatabase
Map Number: WB0000597

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to produce and publish the most accurate and complete data possible. However, all information provided must be independently verified by the user.

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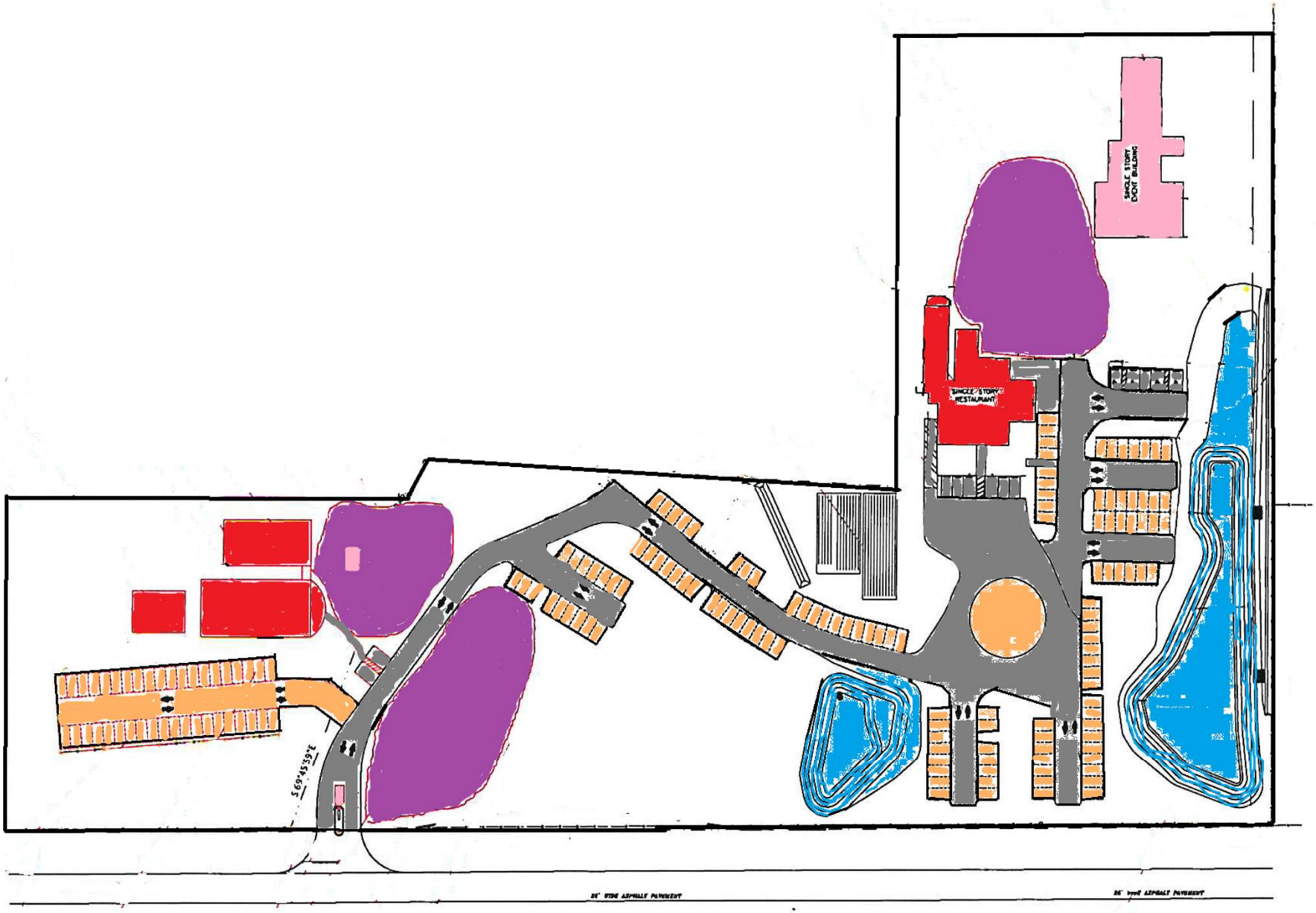

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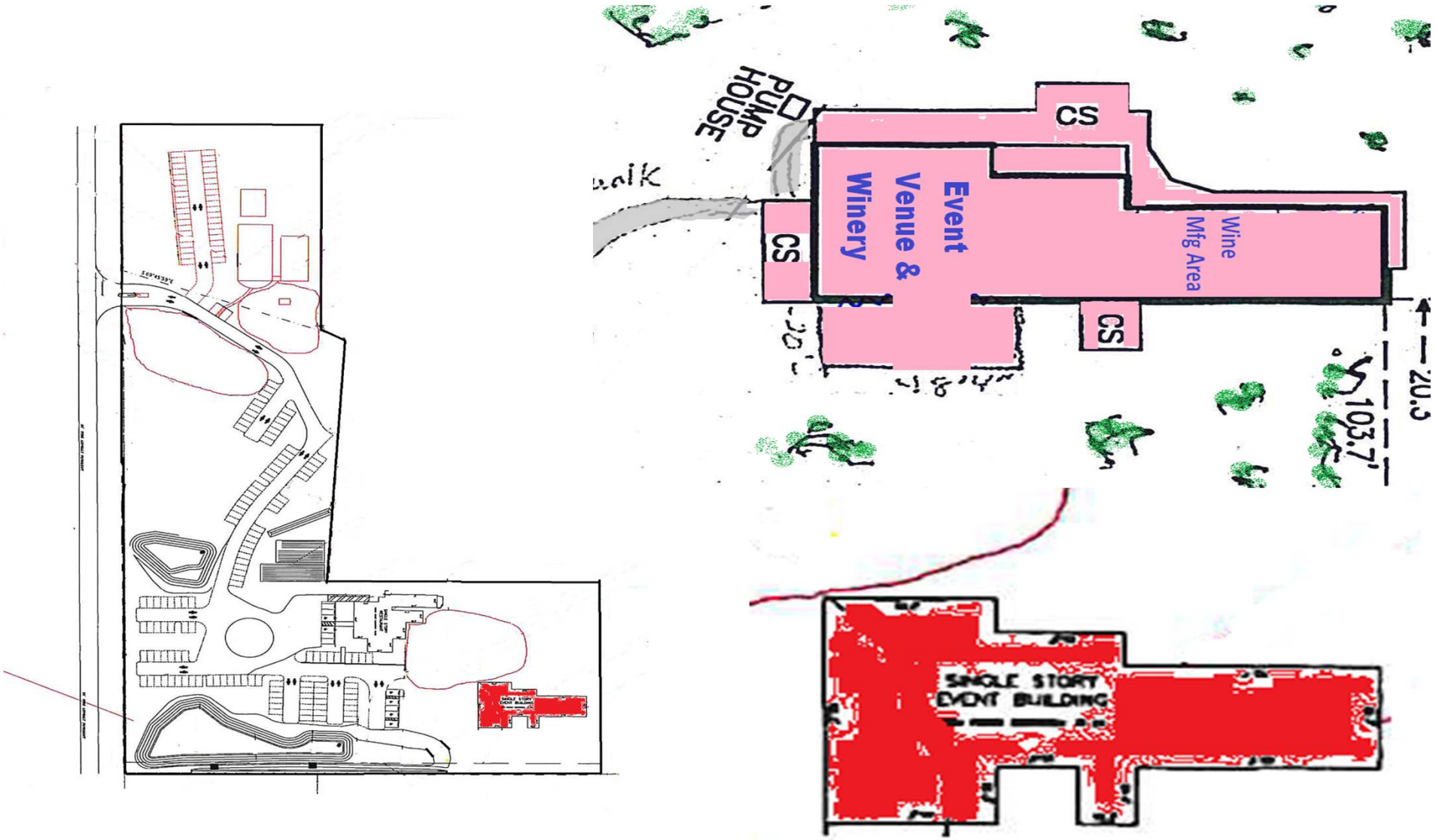

Wine/event building - Increase seating from 250 to 300

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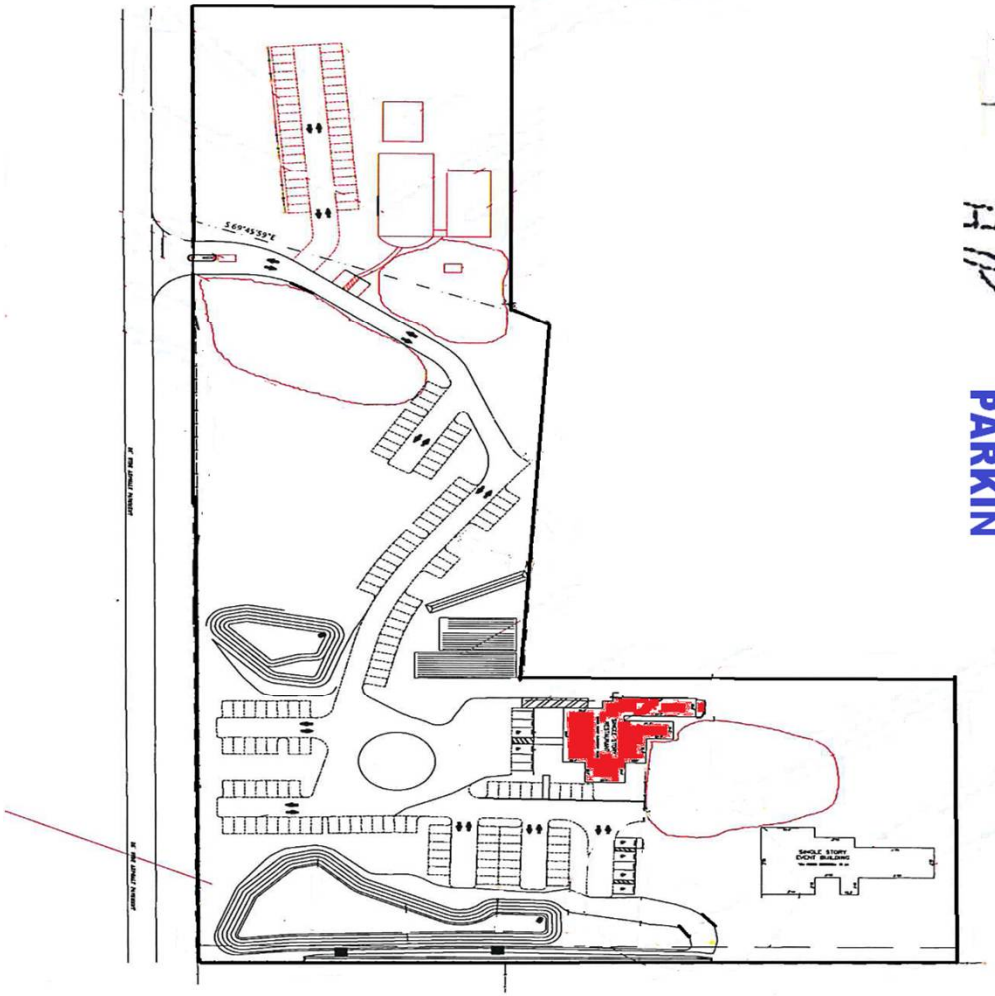

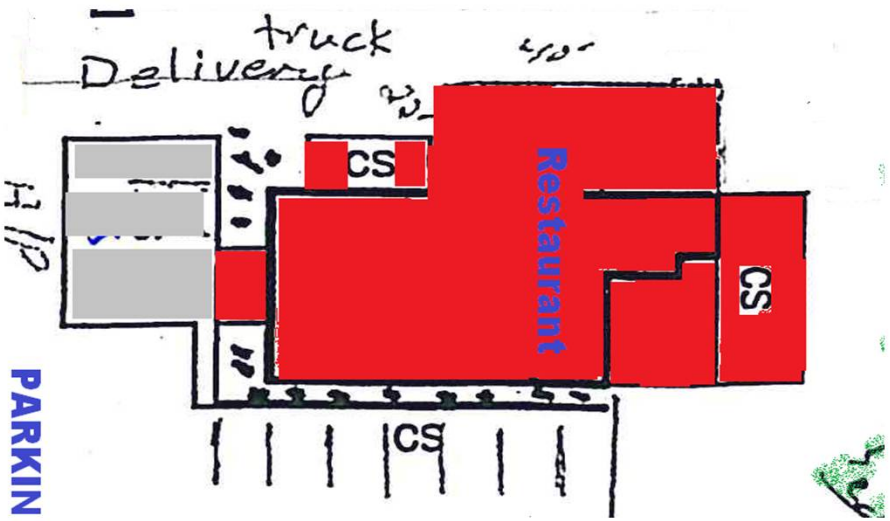

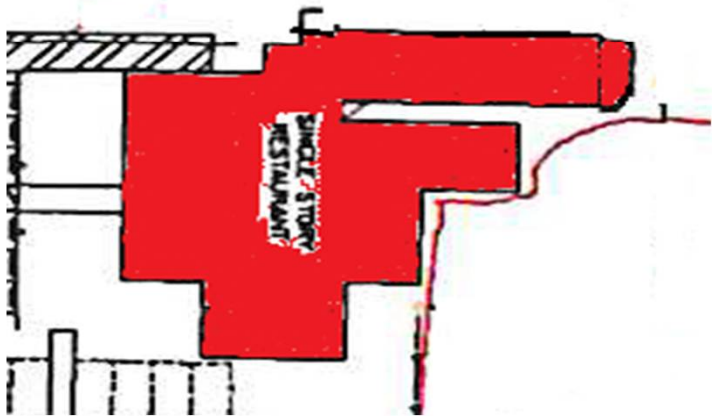

Increase seating from 150 to 200 seats

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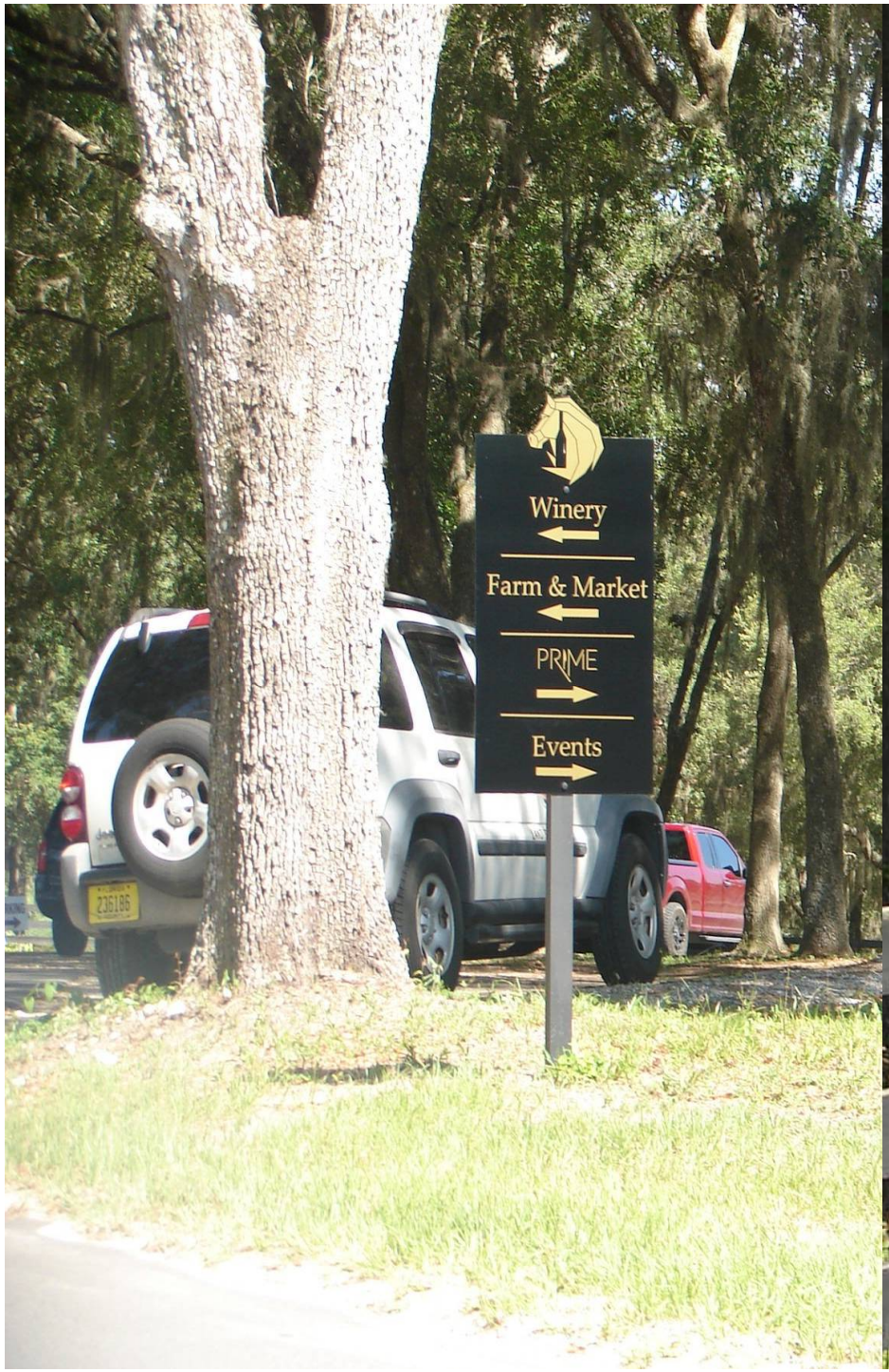
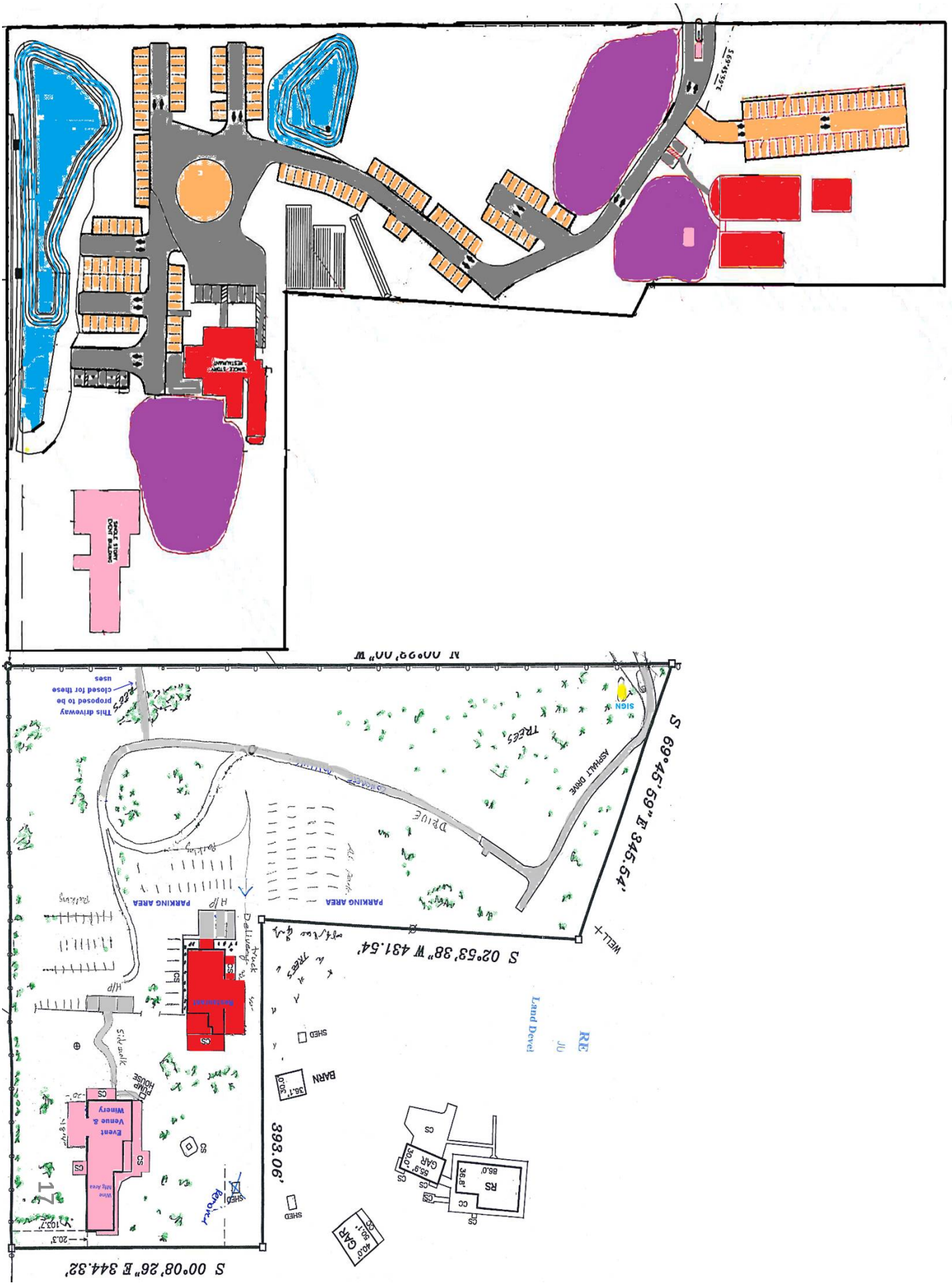


Attachment: BCC Planner PowerPoint (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip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Event Venue & Winery
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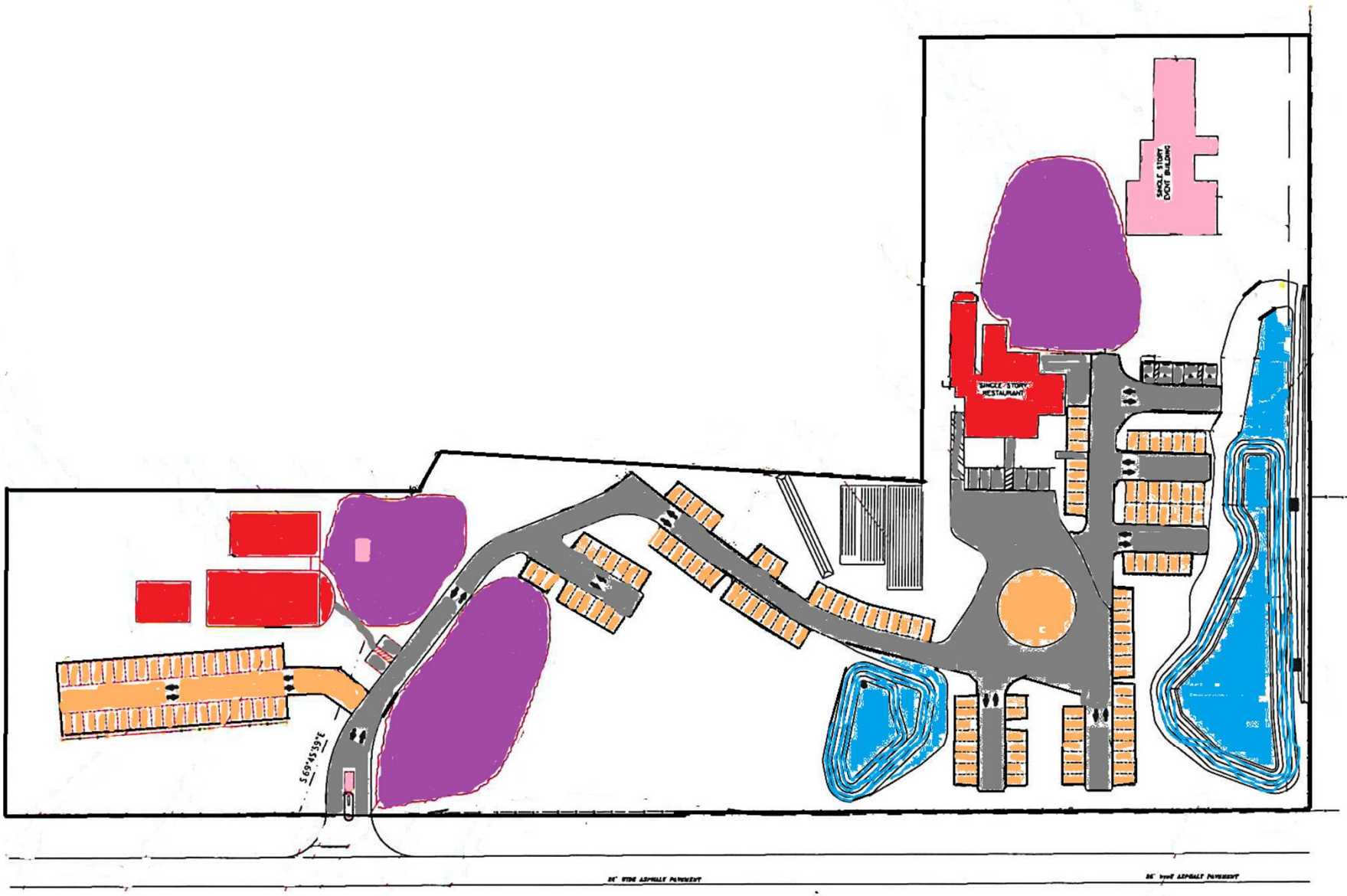
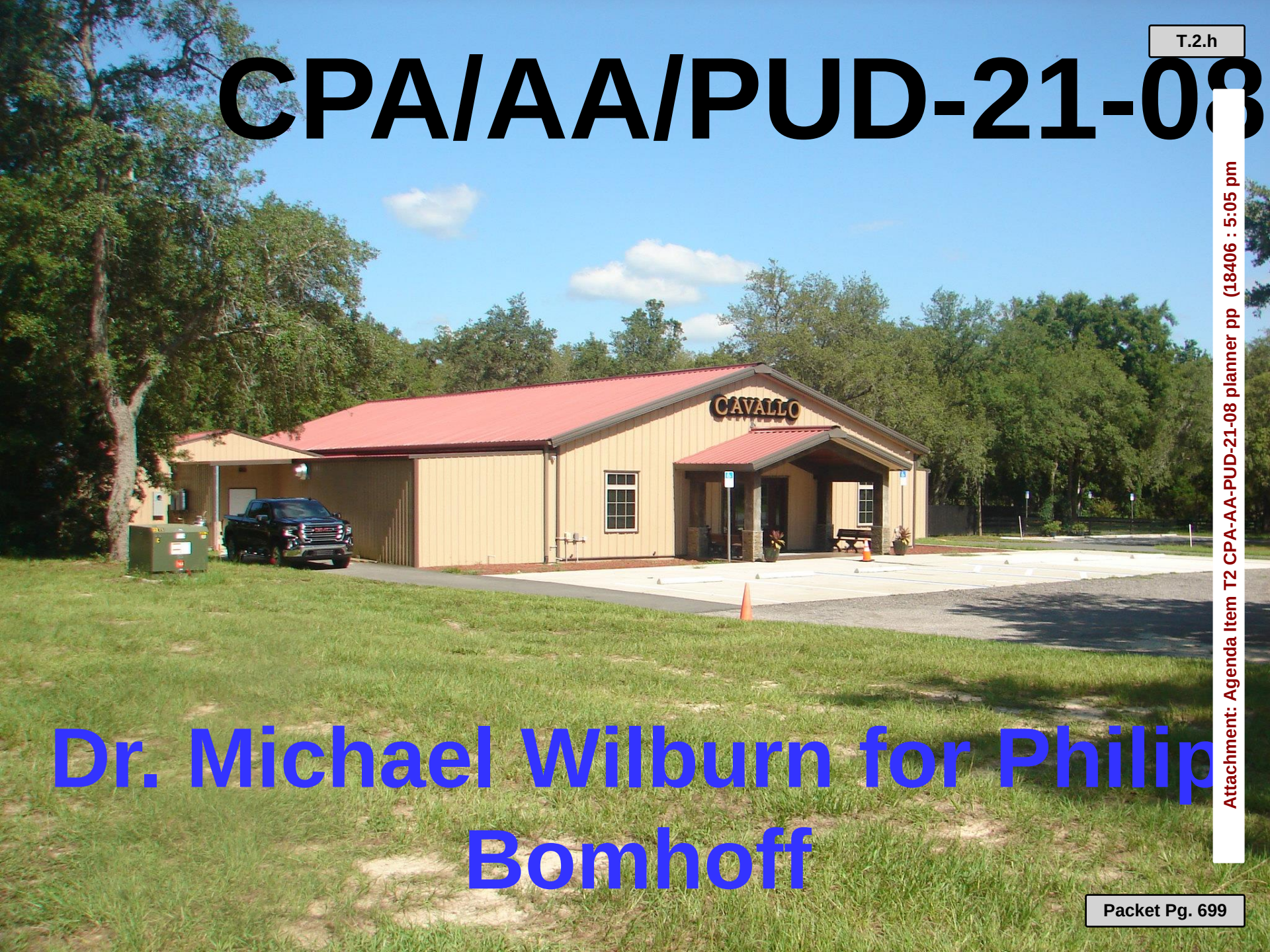


Attachment: BCC Planner PowerPoint (18406 : 5:05 pm CPA/AA/PUD-21-08 Dr. Michael Wilburn for Philip

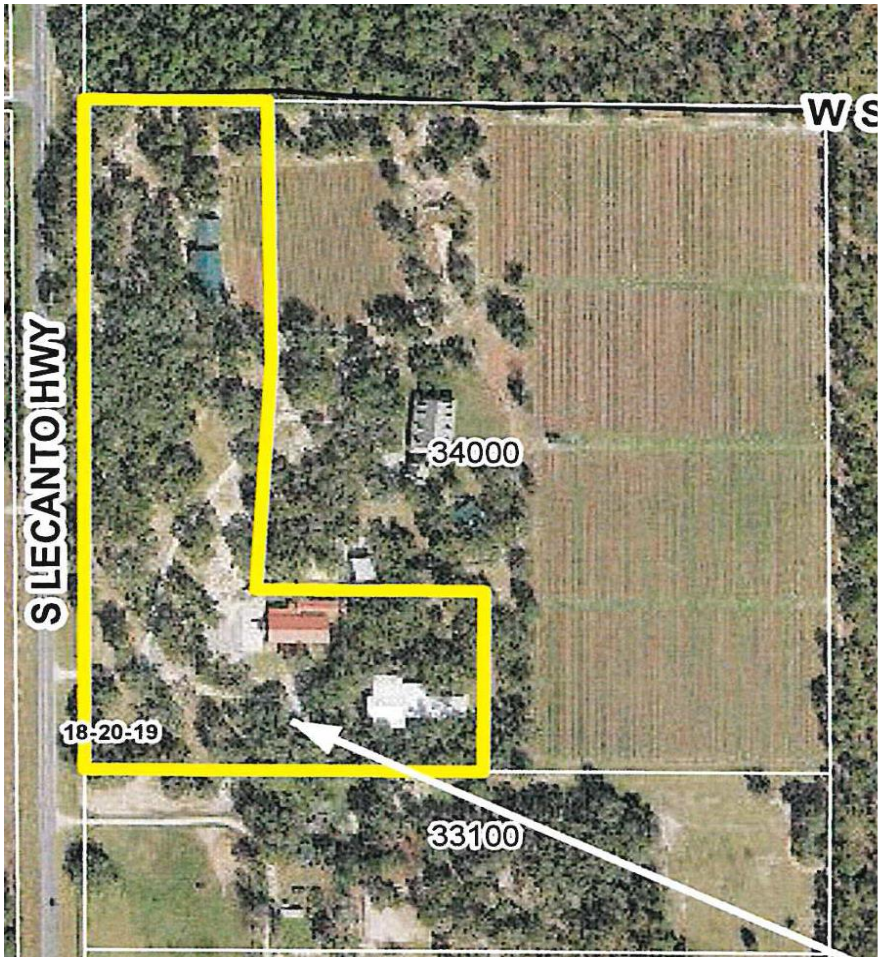
CPA/AA/PUD-21-08



Dr. Michael Wilburn for Philip Bomhoff

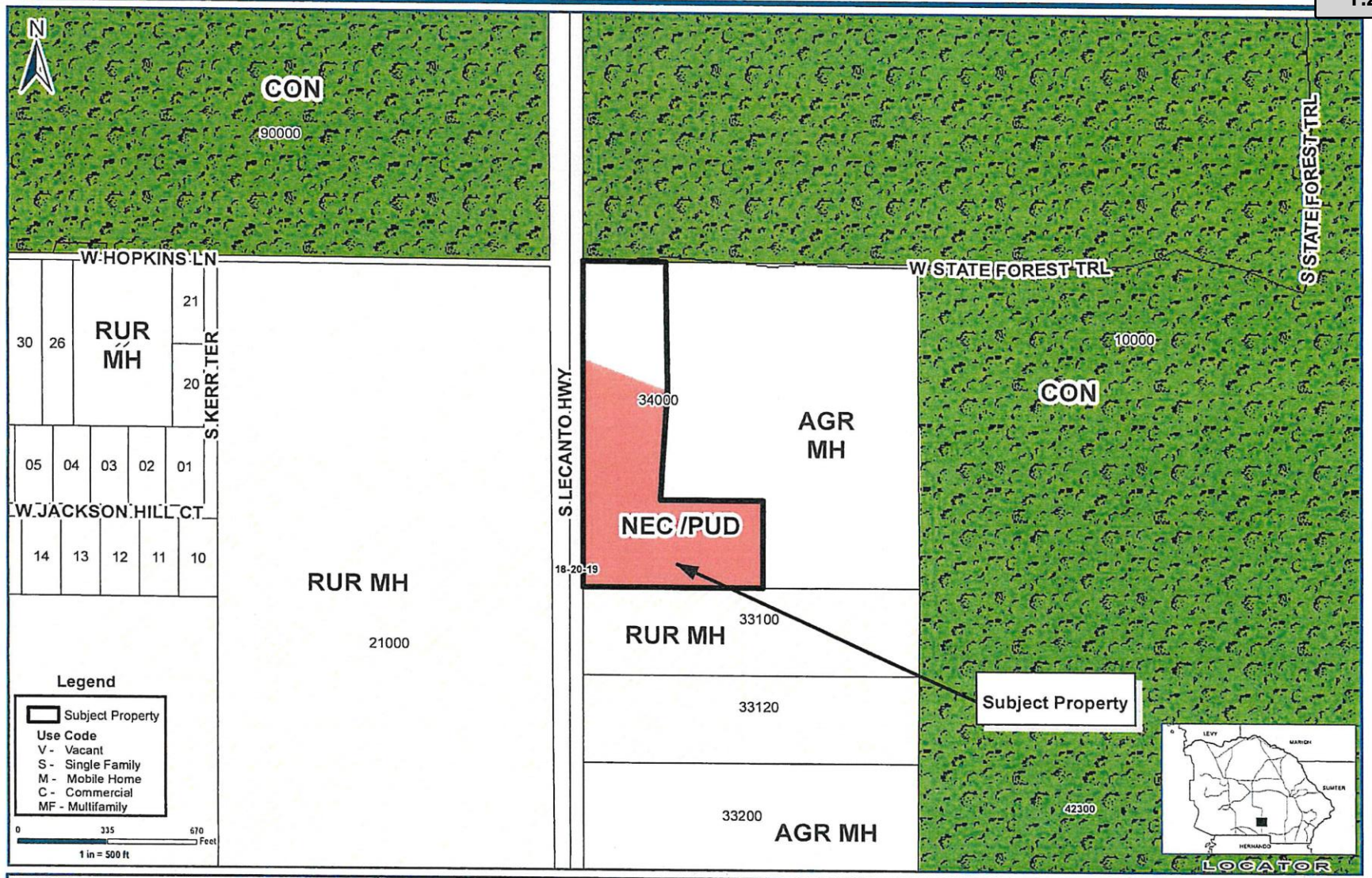
Attachment: Agenda Item T2 CPA-AA-PUD-21-08 planner pp (18406 : 5:05 pm

2018 CPA/AA/PUD area



2021 CPA/AA/PUD area

Attachment: Agenda Item T2 CPA-AA-PUD-21-08 planner pp (18406 : 5:05 pm



Application #: CPA-AA-PUD-21-08	Applicant: Dr. Michael Wilburn for Philip Bomhoff, Jr.
Proposal: FLUM from AGR to GNC; LUAM from AGR MH to NEC/PUD for multiple uses	Location: 8121 and 8123 S. Lecanto Highway, Lecanto, FL
	S-T-R - 18-20-19 SW

Planner Initials: _____ Date: 7/9/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : William Braunssch
Date: June 25, 2021
Source: Enterprise Geodatabase
Map Number: WB0000597

This information is to be used for general purpose only. The Citrus County Geographic Information Systems Division makes every effort to provide correct and complete as of the date it is posted. However, all information should 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 the information and the making, copying or distributing of these materials.

Attachment: Agenda Item T2 CPA-AA-PUD-21-08 planner pp (18406 : 5:05 pm

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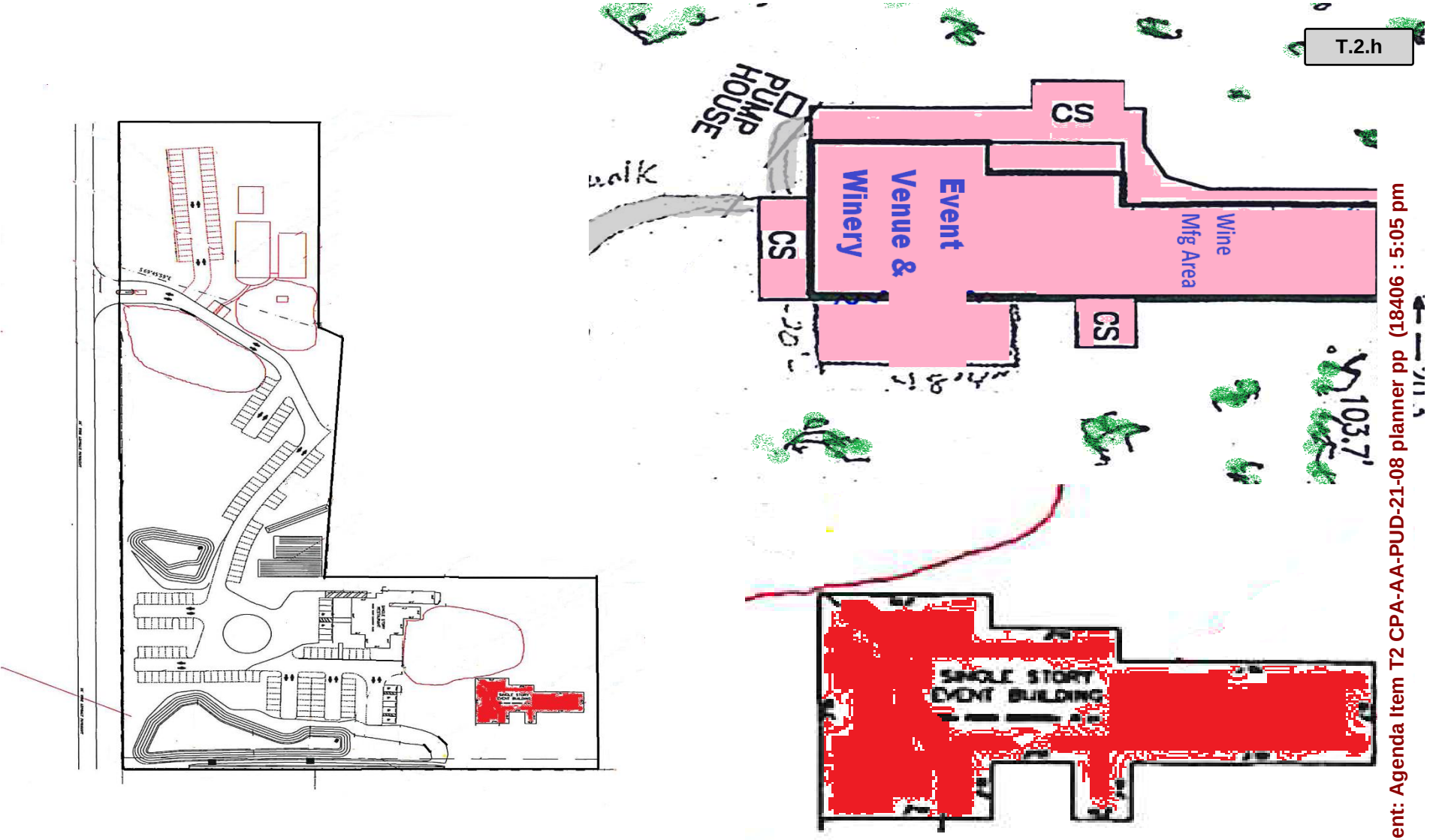

Attachment: Agenda Item T2 CPA-AA-PUD-21-08 planner pp (18406 : 5:05 pm

Wine/event building - Increase seating from 250 to 300

Attachment: Agenda Item T2 CPA-AA-PUD-21-08 planner pp (18406 : 5:05 pm

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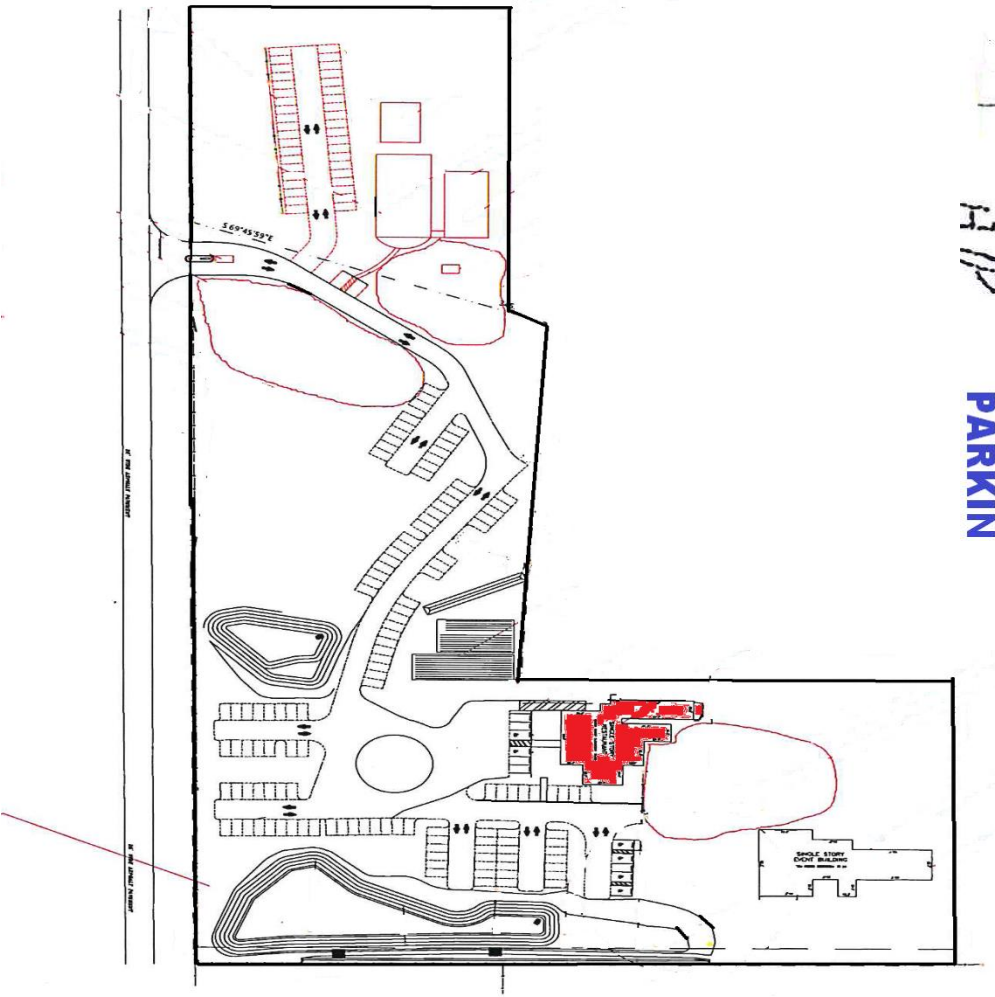

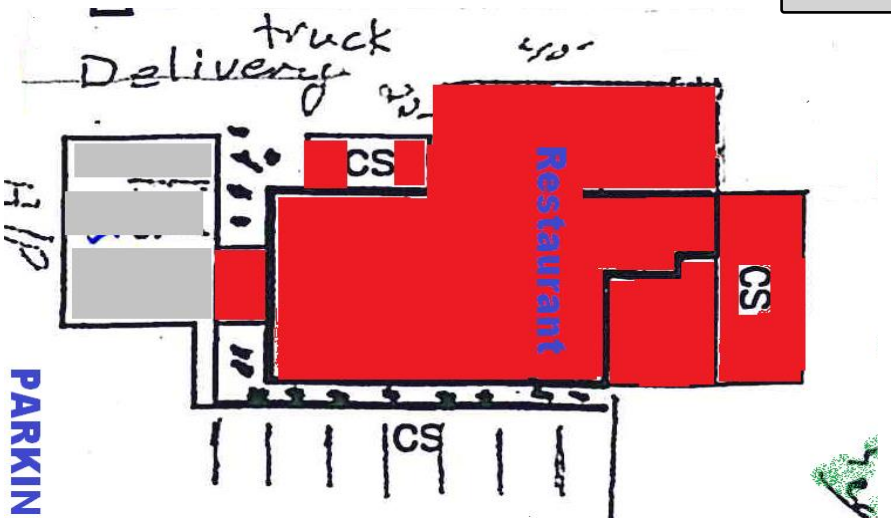

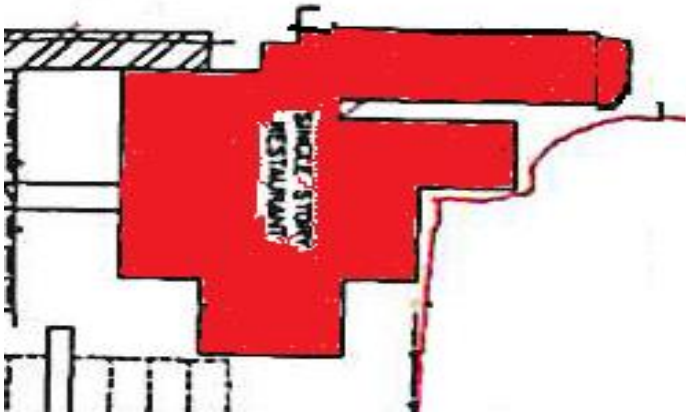

Increase seating from 150 to 200 seats

Attachment: Agenda Item T2 CPA-AA-PUD-21-08 planner pp (18406 : 5:05 pm

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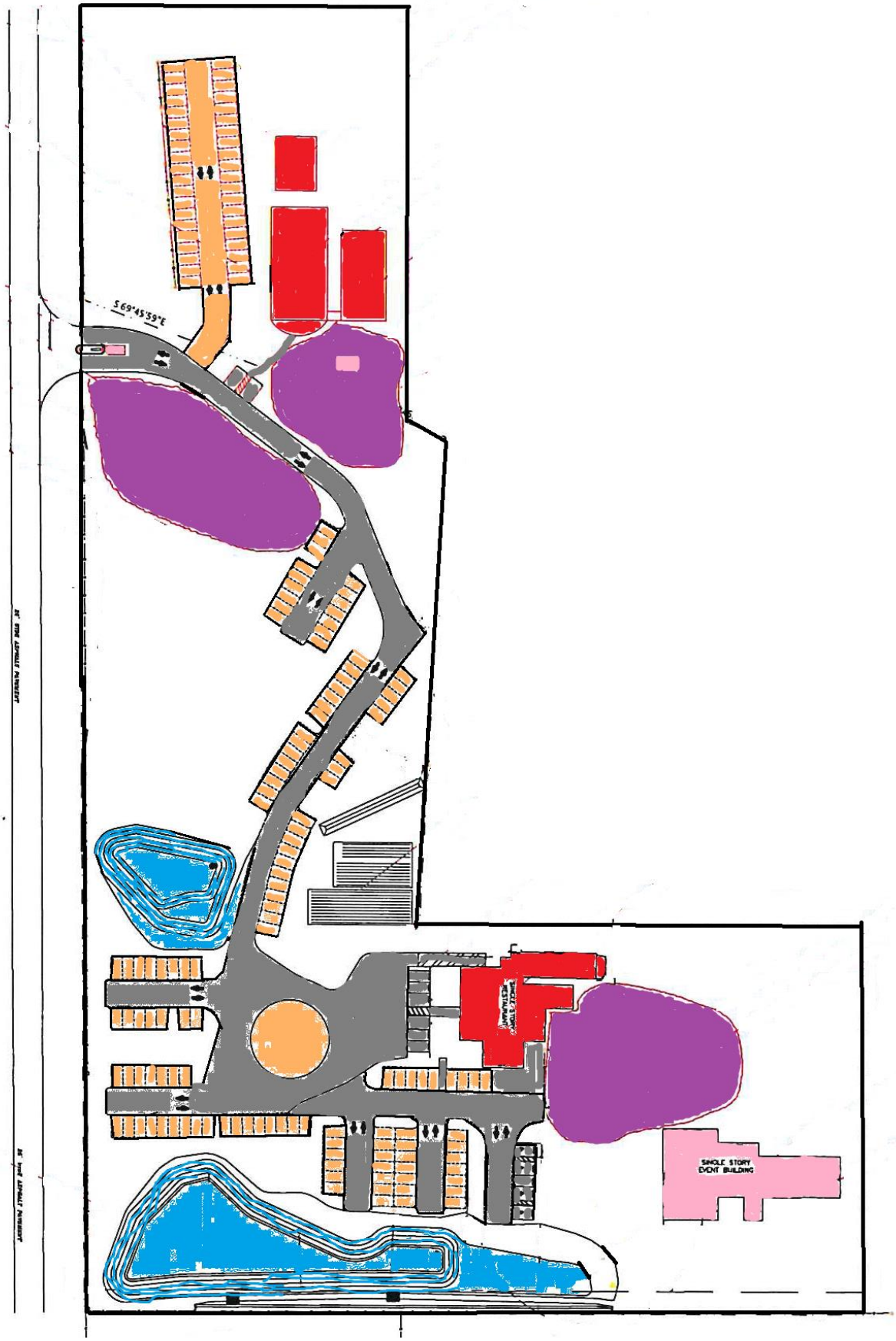
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SINGLE STORY
EVENT BUILDING

T1, T2

T.2.i

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: 10/12/21

Name: MIKE WILBURN

Address: PO BOX 988

FLORAL CITY FL 34436

Telephone #: 352-726-4875

Item to be Addressed: PUD 21-05 / CPA/AA/PUD 21-08

Attachment: Public Speaker Forms for item T2 (18406 : 5:05

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction
AGENDA DATE:	**October 12, 2021**

BRIEF OVERVIEW:

Florida Statutes includes an Evaluation and Appraisal Report (EAR) process that requires the County to review the Comprehensive Plan and determine if the need exists to amend the Plan to reflect changes in State requirements. In 2020, Citrus County determined that an amendment to two elements were needed. This application contains those changes, which modify sections of the Conservation Element (Chapter 3), and the Coastal, Lakes and River Management Element (Chapter 4).

On April 15, 2021, the Planning and Development Commission recommended approval with some comments which have been incorporated into the application. At the June 9, 2021, BOCC meeting, the Board approved transmittal to the Department of Economic Opportunity (DEO) and the other state agencies having regulatory review of comprehensive plan amendments.

This is the adoption phase of the application. The BOCC adopted this application on 9/14/21. While the correct text language was included in the packet of information, the adopted draft ordinance was a prior version and did not include all of the correct language as reflected in the packet.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
2781-54921	Advertising	$10,000.00	$8,514.03	$	$1,485.97

Advertising fee for this meeting is to be determined.

RECOMMENDED ACTION:

a. Conduct a public hearing on October 12, 2021, at 5:10 p.m. to consider application CPA-21-05, Evaluation and Appraisal Report (EAR) Amendments (with corrected draft ordinance).

b. If approved, adopt, and authorize the Chairman and Clerk to execute corrected ordinance for CPA-21-05 Evaluation and Appraisal Report (EAR) Amendments.

ORDINANCE NO. 2021-_____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITRUS COUNTY COMPREHENSIVE PLAN BY REVISING TEXT AND MULTIPLE GOALS, OBJECTIVES AND/OR POLICIES FOR EAR-BASED AMENDMENTS WITHIN THE CONSERVATION ELEMENT (CHAPTER THREE), AND THE COASTAL, LAKES, AND RIVER MANAGEMENT ELEMENT (CHAPTER FOUR); PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners recognize the need to plan for orderly growth and development while protecting Citrus County's abundant natural resources; and

WHEREAS, the Board of County Commissioners adopted the Citrus County Comprehensive Plan, Ordinance No. 89-04 on April 18, 1989, and subsequent amendments; and

WHEREAS, Chapter 163, Florida Statutes provide for the amendment of the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS FOLLOWS:

SECTION 1. SHORT TITLE

THIS ORDINANCE shall be known as, cited as, and referred to as the Citrus County "CPA-21-05 EAR-Based Comprehensive Plan Amendments" and shall be effective within the unincorporated areas of Citrus County, Florida.

SECTION 2. AUTHORITY AND INTENT

This Citrus County Comprehensive Plan Amendments are adopted in accordance with Chapter 163, Florida Statutes.

SECTION 3. CHAPTER 3, CONSERVATION ELEMENT

Revisions to the Citrus County Comprehensive Plan, Conservation Element, are hereby modified as presented and fully described in Exhibit "A" attached hereto and incorporated herein by reference.

Attachment: Draft Ordinance Revised (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

SECTION 4. CHAPTER 4, COASTAL, LAKES, RIVER MANAGEMENT ELEMENT

Revisions to the Citrus County Comprehensive Plan, Coastal, Lakes, River Management Element, are hereby modified as presented and fully described in Exhibit "B" attached hereto and incorporated herein by reference.

SECTION 6. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby revealed.

SECTION 7. INCLUSION IN THE COMPREHENSIVE PLAN

It is the intention of the Board of County Commissioners of Citrus County, Florida, and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Citrus County Comprehensive Plan (Citrus County Ordinance No. 89-04). To this end, the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word "ordinance" may be changed to "section" "article" "policy" or other appropriate designation.

SECTION 8. MODIFICATIONS

It is the intention of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and Filed by the Clerk to the Board pursuant to Section 9.

SECTION 9. EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may

Attachment: Draft Ordinance Revised (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

DONE AND ADOPTED in regular meeting of the Board of County Commissioners of Citrus County, Florida, this _____day of _____2021.

CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

_____
ANGELA VICK, CLERK OF COURT

BY:_____
SCOTT CARNAHAN, CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____
DENISE A. DYMOND LYN, COUNTY ATTORNEY

Attachment: Draft Ordinance Revised (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

EXHIBIT A

CPA-21-05

CONSERVATION ELEMENT – Chapter Three

Amendments to the following section, objective, and policies to read:

III. Conservation Plan

A. Water Resources

3. The County's groundwater supplies are good to excellent in both quality and quantity. Since there are often no, or limited, confining layers to the Floridan aquifer, this valuable resource is vulnerable to contamination. Groundwater resources are particularly vulnerable in karst sensitive areas where karstic limestone is located very close to the surface (Figure 3-18).

   The land area identified in on the Citrus County Springs and Springsheds Map (Figure 3-5.1) is the area that should be subject to protective measures. The combined springshed is considered to be the area where the development of land will have the most direct impact on the springs and spring quality. As shown, this is nearly the entire County.

   The Citrus County LDC contains generalized wellhead protection regulations, but more site-specific protection standards utilizing all available data would afford protection that is more complete. The Homosassa Special Water District with the assistance of the Florida Rural Water Association and FDEP developed a detailed wellhead protection plan for their wells.

   The increasing growth in the Tampa Bay Water area has resulted in Tampa Bay Water developing a resource plan, which identifies future water sources. This report includes areas within the Withlacoochee region and Citrus County. In order to assure protection of the region's natural resources and sufficient supply for existing and future residents the County has adopted regulations, which will prohibit out of County export unless the receiving community has exhausted all local sources. The County has also taken action to assure that all withdrawals do not have an adverse effect on the environment.

   Water conservation is an important component to protecting our water supplies. There are many techniques, which can serve to reduce water consumption without drastic regulations. The County has adopted standards within the Land Development Code to encourage xeriscaping and the use of native species in landscaping. The County should continue to assist the district with their water conservation program and provide incentives for xeriscaping, reuse, and public information.

   Emergency conservation of water is administrated by the SWFWMD under enabling legislation of Section 373.246, F.S. A water shortage plan was adopted as rule by the SWFWMD. This rule provides for water use restrictions and enforcement procedures.

Attachment: Draft Ordinance Revised (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

EXHIBIT A (continued)

CPA-21-05

CONSERVATION ELEMENT – Chapter Three

The County will continue to assist the district in the implementation of the Regional Water Supply Plan. In 1997, the Florida Legislature significantly amended Chapter 373.F.S., to include specific regional water supply planning requirements for the Water Management Districts (WMDs). The statutes were revised to require the preparation of a District-Wide Water Supply Assessment; the designation of one or more water supply planning regions within each district; and the preparation of a Regional Water Supply Plan (RSWP). The statute requires the reassessment of the need for a RWSP every five years, and that each RWSP shall be based on a minimum 20-year timeframe (Section 373.0361, F.S.). In response to the amended statutes, the District completed a Water Supply Assessment in 1998 that quantified water supply needs through the year 2020 and identified areas where future demand could not be met by traditional groundwater sources (SWFWMD, 1998). In addition, the County should provide specific measures for local concerns and conservation programs.

Objective 3.7	The County, with direction from the RWSP and assistance of SWFWMD, shall maintain estimates, project demands, and available water supplies for the planning period.
Policy 3.7.1	The County shall establish a program in coordination with the SWFWMD and the RWSP to estimate and project needs and sources for a ten-year period based on the demands for use and the quantity and quality of water available to meet demands.
Objective 3.8	The County shall implement water conservation and reuse options using the policies and techniques as outlined in the 10 year Regional Water Supply Plan.

Attachment: Draft Ordinance Revised (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

EXHIBIT B

CPA-21-05

Coastal, Lakes and River Management Element – Chapter Four

Amendments to the following sections, objectives, and policies to read:

I. INTRODUCTION

A. Coastal Area Definitions

Revise the following definition to read as follows:

"Coastal High Hazard Area" (CHHA): The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. (Florida Statutes 163.3178). These Special Flood Hazard Areas (SFHAs) along the coasts have additional hazards due to wind and wave action. These areas are identified on current Flood Insurance Rate Maps (FIRMs) as zones V and VE. In 2021, Citrus County Coastal FIRM flood maps were updated to include a line called the Limit of Moderate Wave Action (LiMWA). The LiMWA marks the inland limit of the "Coastal A Zone" – the part of the Coastal SFHA referenced by building codes and standards where wave heights can be between 1.5 and 3 feet during a base flood event.

Add the following definition:

"Sea Level Rise": An increase in sea level caused by a change in the volume of the world's oceans and changes in local ground elevations. Sea level rise leads to increased frequency and depth of flooding in coastal areas (FEMA Coastal Flood Risk Study).

II. COASTAL AREA INVENTORY AND ANALYSIS

E. Hurricane Evacuation

Amend the following text:

2. Coastal Evacuation

The information in this section is taken from the *2014 Evacuation Zone Map* prepared by Citrus County Office of Emergency Management and GIS. This report, which replaces the *WRPC Hurricane Evacuation Study (2004)*, contains updated population and land use data and represents a quantitative, statewide standardized study across Florida. The major components of the study include an analysis of hazards, vulnerability, demographics, behavioral factors, transportation, and other factors important to emergency preparedness. The forthcoming 2020 Evacuation Study conducted by the Tampa Bay Regional Planning Council (TBRPC) will contain an updated detailed analysis of potential evacuation from coastal storms and

Attachment: Draft Ordinance Revised (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

hurricanes, inland flooding, and wildfires. The complete Evacuation Zone data will be placed on file in the Department of Growth Management and GIS.

a. Hurricane Hazards

The principal tool used to predict the expected hazards from hurricanes affecting the region is the Sea, Lake and Overland Surges from Hurricanes (SLOSH) numerical storm surge prediction model. The SLOSH model predicts the storm surge heights that result from hypothetical hurricanes with selected various combination of pressure, size, forward speed, track, and winds. Additional technical information on the hurricane analysis models can be found in the SRES report which also provides a description of the various hazards from hurricanes including high wind speeds, storm surge on the coastline, and freshwater flooding.

The intensity of a storm is measured by the Saffir-Simpson scale of hurricane intensities. Refer to Table 4-2, Saffir-Simpson Hurricane Wind Scale. Tropical storm winds range from 39 to 73 mph. A tropical storm becomes a hurricane when the one-minute average speed of 74 mph is reached. Damage from high wind increases exponentially for each storm category. Any hurricane force wind can create a significant amount of structural, agricultural, or projectile damage. Tornadoes are another hazard spawned by high wind conditions. Mobile homes are particularly vulnerable to damage from high winds.

TABLE 4-2
SAFFIR-SIMPSON HURRICANE WIND SCALE

Hurricane Category	Sustained Wind Speeds	Potential Damage
1	74-95 mph	Very dangerous winds will produce some damage
2	96-110 mph	Extremely dangerous winds will cause extensive damage
3	111-130 mph	Devastating damage will occur
4	131-155 mph	Catastrophic damage will occur
5	156 mph and above	Catastrophic damage will occur

Source: Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014

Attachment: Draft Ordinance Revised (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

EXHIBIT B (continued)

CPA-21-05

Coastal, Lakes and River Management Element – Chapter Four

Storm surge is a potential threat on the coastline of Citrus County. The SLOSH analysis indicates that a storm surge could affect properties a distance of up to 10.5 miles from the coastline. Populated areas that are subject to possible storm surge include the City of Crystal River, Chassahowitzka, Ozello, and Homosassa.

Freshwater flooding is also a potential problem in a hurricane event because a storm can bring up to 6 to 12 inches of rainfall in a 24-hour period causing widespread flooding. Such flooding can block evacuation routes in advance of the storm, and create barriers to safe return after the storm. Contamination to drinking water supplies is also a threat.

a. Hurricane Vulnerability

As part of the regional study, all coastal areas were mapped using remote-sensing LIDAR (Light Imaging Detection and Ranging). The SLOSH model was used to predict the magnitude of storm surge for various scenarios of storm strengths and directions and to map storm surge inundation areas. Refer to Figure 4-4. Based on these areas of inundation, evacuation zones were established, the population at risk was determined for various hurricane intensities, and the facilities vulnerable to hurricane related flooding were identified.

The population at risk is defined as the number of persons that must be evacuated from the hazards of a tropical storm or hurricane. Using the SLOSH model, the entire population in the potential storm tide area is calculated and then classified according to five evacuation levels (evacuation levels A, B, C, D and E) that correspond to the five categories of hurricane on the Saffir-Simpson Hurricane Scale. The evacuation zones are defined by the Citrus County Office of Emergency Management based on the expected inundation areas and logical boundaries. All mobile homes and RV units are considered at risk even in areas not vulnerable to storm tide because they are vulnerable to hurricane force winds. Potential storm tide heights were also estimated as shown in Table 4-3.

In every evacuation there are residents who choose to evacuate even though they are not located in a surge vulnerable area or in a mobile home or RV. The phenomenon is termed “shadow evacuation” and has been documented in behavioral studies on hurricane evacuation. There are also a percentage of the population at risk that do not evacuate even though they are deemed to be at risk. The *Evacuation Zone Map* contains planning assumptions to assist in development of anticipated evacuating populations under different storm scenarios. For planning purposes, the “Base Scenario” is used which represents 100% participation of population at risk plus “shadow evacuation”. The Base Scenario is considered the “planning scenario”, and is the more conservative estimate which will be used for growth management

Attachment: Draft Ordinance Revised (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

purposes. According to the SRES, the difference between the population at risk and the actual evacuating population can be as much as 20% to 40%.

TABLE 4-3
POTENTIAL STORM TIDE HEIGHT
CITRUS COUNTY
(IN FEET ABOVE NAVD88)

Storm Strength Category	Potential Storm Tide Height
1	4.8-10.8
2	12.4-19.9
3	19.0-25.1
4	25.5-32.3
5	30.1-41.3

Source: Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study, Table IV-1.
Prepared by: Citrus County Geographic Resources, 2014

Amend the following text:

III. COASTAL AREA INVENTORY AND ANALYSIS
G. Public Access
2. Access Demand and Needs

The coastal area offers many recreational opportunities; however, the public is often precluded from these opportunities. Table 4-10 summarizes coastal shoreline access. This summary is not limited to saltwater areas due to the nature of the County's coastal area and the access provided by the four coastal rivers.

Saltwater beach access in the County cannot be treated similar to other areas in the state due to our extremely limited resource. Saltwater beach demand is greater than the available supply. The County's only saltwater beach is located at Fort Island Gulf Beach. This site has been slated for expansion within the Recreation and Open Space Element. This proposed expansion, if permitted, may be the only site available for current and future saltwater beach locations. Any expansion of saltwater beach areas will require dredging and filling activities, which are not consistent with marine resource protection policies.

Attachment: Draft Ordinance Revised (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

Freshwater beach locations are limited by the wetlands associated with the springs and riverine systems of the coastal area. Currently, the only site is located at Hunter's Spring Park (City of Crystal River). Future expansions of such areas are limited by shoreline land uses and wetland areas. Analysis of needed freshwater beach areas was not conducted. If such areas are determined as needed, appropriate facilities may include swimming areas with a boardwalk access and swimming pools.

The need for fishing piers in the coastal area has been demonstrated in the Recreation and Open Space Element. However, no quantified determination of needs has been completed. The gradual slope of our coastal waters (1:6, 667) and the resultant shallow waters demonstrate that parallel shoreline boardwalks may be a better alternative to perpendicular shoreline piers.

The Fort Island Trail Park constructed in 1993/94 provides access to the Crystal River. It contains two double lane boat ramps, three boat docks, a fishing pier, rest rooms, and an administrative office. The development of this park added 1,009 feet of shoreline access (259 feet for pier and 750 feet bank access). At Fort Island Gulf Beach, a 200 ft. fishing pier has been added.

Coastal boat access, as inventoried, consists of boat ramps, launching lanes, dry slips, and wet slips. The total boat ramps and lanes in the coastal area consist of 27 and 32, respectively. Wet slips and dry slips consist of 486 and 704, respectively. The need for 2 ramps on the Crystal River and 1 on the Homosassa River has been identified. In 1993, 2 ramps and 4 lanes were added at Fort Island Trail Park.

An analysis of future needs for wet and dry slips, marinas, and multi-slip docking has not been completed due to limited standards and measures. These standards are used to measure the amount of need based upon the demand demonstrated by the potential user group (population, tourists, etc.).

TABLE 4-10
SUMMARY OF COASTAL SHORELINE ACCESS

Access	Public	Private	Total
Saltwater Beach (feet)	950	---	950
Freshwater Beach (feet)	240	---	240
Fishing Pier (linear feet)	1299	105	1404
Coastal Boat Access (Ramps, Lanes)	27, 32	10, 14	17, 18
Coastal Wet Slips	---	486	486
Coastal Dry Slips	---	705	705

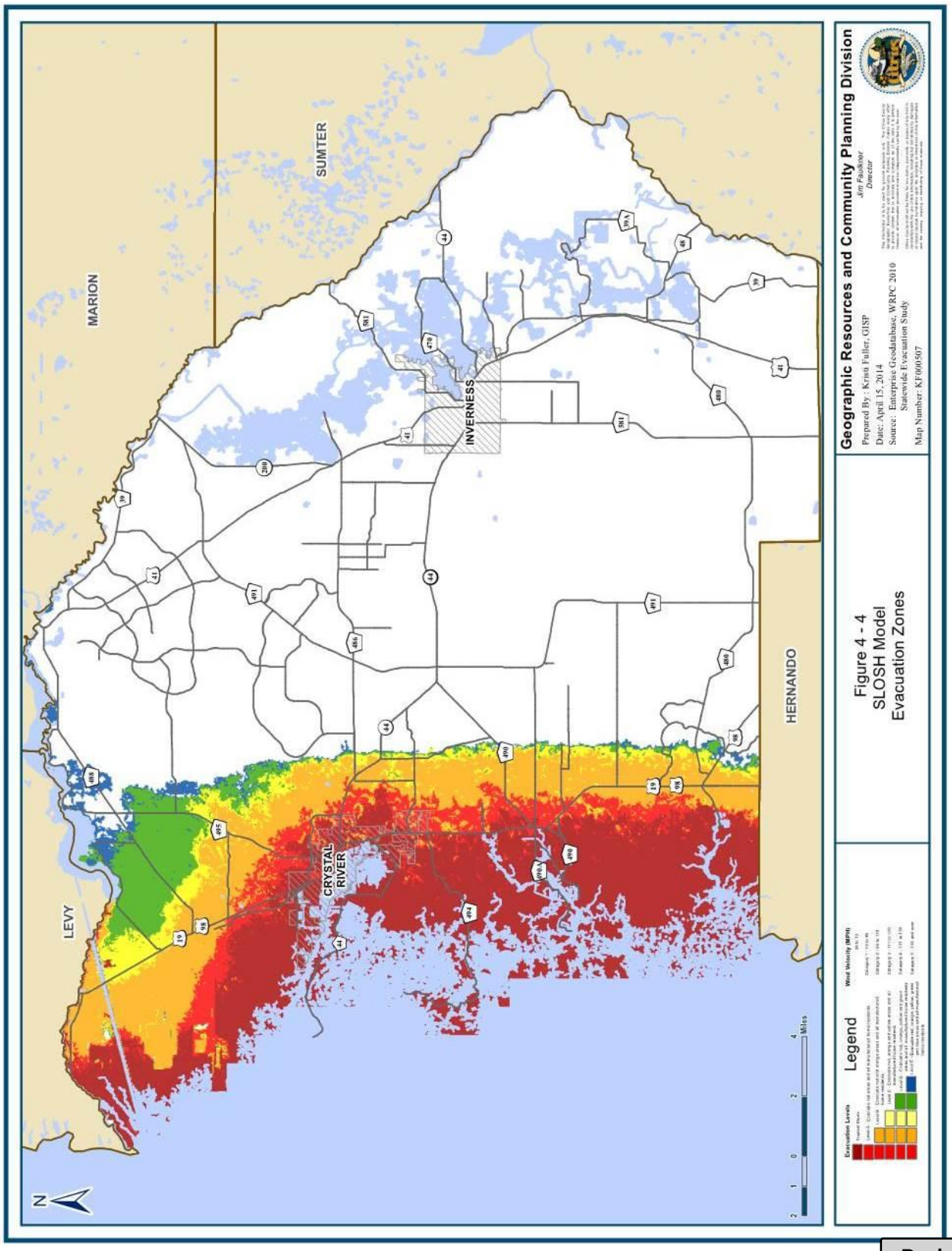
Source: Citrus County Public and Private Recreation Inventory July 1987
Division of Parks and Recreation, 2005
Prepared by: Citrus County Community Development Division, 1996

Attachment: Draft Ordinance Revised (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

EXHIBIT B (continued)

CPA-21-05

Coastal, Lakes and River Management Element – Chapter Four

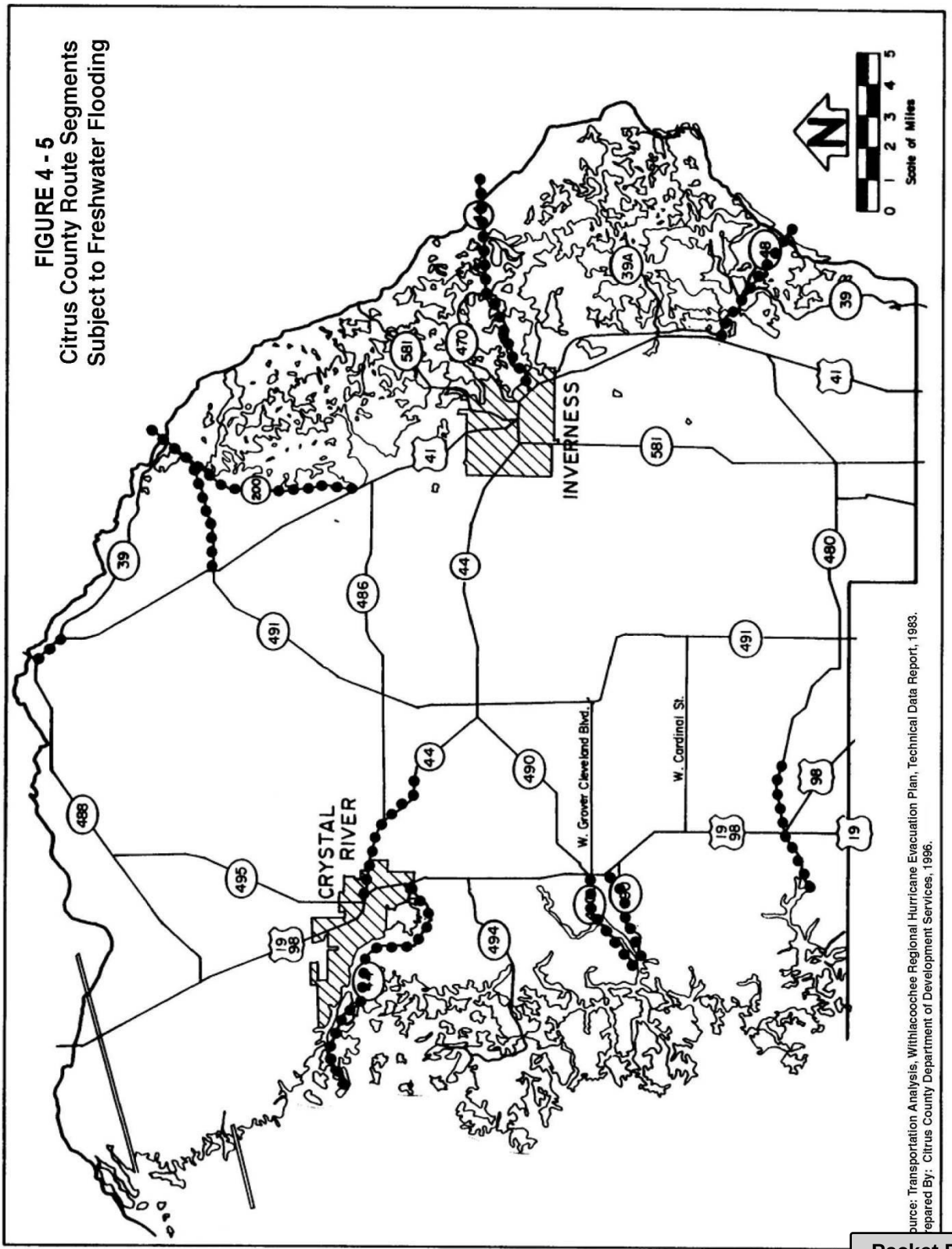


Attachment: Draft Ordinance Revised (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

EXHIBIT B (continued)

CPA-21-05

Coastal, Lakes and River Management Element – Chapter Four



Attachment: Draft Ordinance Revised (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

EXHIBIT B (continued)

CPA-21-05

Coastal, Lakes and River Management Element – Chapter Four

Amend the following objective and policies to read as follows:

Objective 4.5	Recreational and working waterfronts including water dependent and water-related land uses have priority over all other land uses with exception to conservation, along shoreline areas. The Future Land Use Map (FLUM) shall contain designated areas for coastal water-dependent and water-related land uses.
Policy 4.10.3	The Coastal High Hazard Area shall incorporate all lands and waters which lie within the Category 1 Hurricane Evacuation Zone. Such area is generally based upon the surge zone as depicted in the *2014 Citrus County Evacuation Zone Map*. The Coastal High Hazard Area boundary and the Limit of Moderate Wave Action (LiMWA) shall be shown on the Land Development Code Atlas.

Add the following policies:

Policy 4.10.4B	In order to reduce flood risk from, or associated with, the impacts related to sea-level rise, the County will continue to promote the use of the development and redevelopment principles, strategies and engineering solutions contained in the Florida Building Code and the Land Development Code.
Policy 4.16.2	Citrus County will continue to encourage and participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for County residents.

Revise the following objectives and policies to read as follows:

Policy 4.10.4	New development, redevelopment, and infrastructure in vulnerable areas shall use best practices to address sea level rise.
Policy 4.10.6	The County shall relocate or replace infrastructure located in the Coastal High Hazard Areas to limit public losses from various events including, but not limited to, storm damage, hurricanes, severe flooding, Sea Level Rise, abandonment of facilities and/ or structures, and tornadoes.
Objective 4.12	Increase public access to Coastal, Lakes, and River shoreline areas. A public access study shall be completed.

Attachment: Draft Ordinance Revised (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

EXHIBIT B (continued)

CPA-21-05

Coastal, Lakes and River Management Element – Chapter Four

Policy 4.14.1 The County shall develop joint planning and management programs with the Cities of Crystal River, Inverness, Yankeetown, Inglis, and Dunnellon and the Counties of Hernando, Marion, Sumter, and Levy to:

- Ensure adequate preservation of recreational and commercial working waterfronts including water-dependent and water-related land uses
- Prevent water pollution
- Control and retrofit stormwater runoff and inadequate facilities
- Protect living marine resources
- Reduce exposure to natural hazards
- Ensure public access

Policy 4.16.1 The County will pursue a continuing effort to reduce hazards in accordance with the plans, programs, and activities identified in the Citrus County Local Mitigation Strategy, developed by the Citrus County Local Mitigation Strategy Working Group and Adopted by reference in this Comprehensive Plan and by the Citrus County Board of County Commissioners on August 25, 2020, by Resolution No. 2020-073.

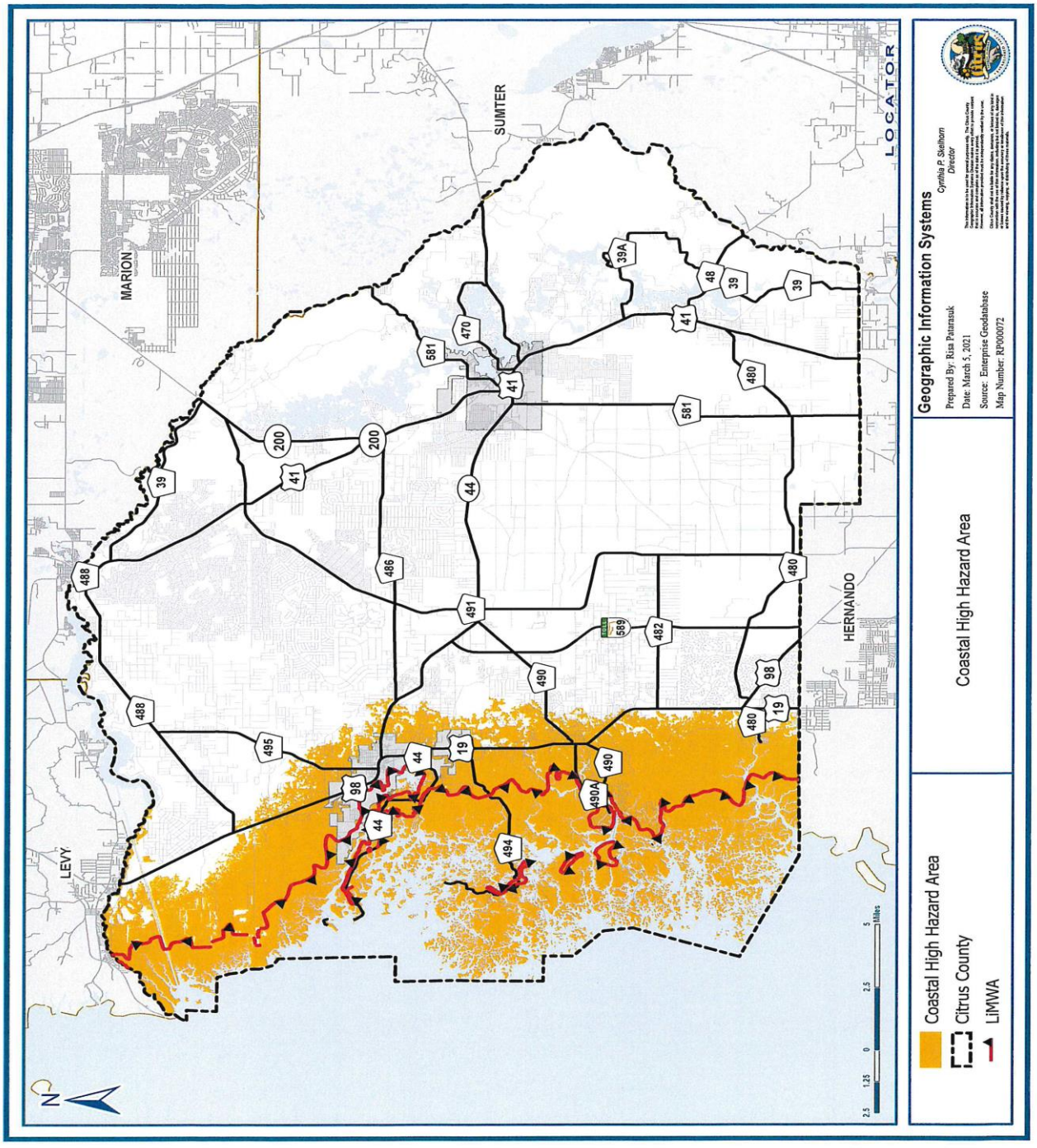
Attachment: Draft Ordinance Revised (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

EXHIBIT B (continued)

CPA-21-05

Coastal, Lakes and River Management Element – Chapter Four

Remove existing Figure 4-7, Coastal High Hazard Area, and replace with this Figure:



Attachment: Draft Ordinance Revised (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

Updates and additions

Conservation Element (Chapter 3):

- Pp. 3-96 The County ~~should~~ will continue to ~~assist the~~assist the district in the implementation of the Regional Water ~~Shortage~~ Supply Plan. In 1997, the Florida Legislature significantly amended Chapter 373, F.S., to include specific regional water supply planning requirements for the Water Management Districts (WMDs). The statutes were revised to require the preparation of a Districtwide Water Supply Assessment; the designation of one or more water supply planning regions within each district; and the preparation of a Regional Water Supply Plan (RWSP) ~~for any planning regions where sources of water were determined to be inadequate to meet future demands.~~ The statute requires the reassessment of the need for a RWSP every five years, and that each RWSP shall be based on a minimum 20-year timeframe (Section 373.0361, F.S.). In response to the amended statutes, the District completed a Water Supply Assessment in 1998 that quantified water supply needs through the year 2020 and identified areas where future demand could not be met with traditional groundwater sources (SWFWMD, 1998). A 2020 update to the RWSP is forthcoming and an update to Citrus County's water supply plan will be completed. In addition, the County should provide specific measures for local concerns and conservation programs.

- **Objective 3.7** The County, with ~~assistance~~ direction from the ~~WRWSA~~ RWSP and assistance of SWFWMD, shall maintain estimates, project demands, and available water supplies for the planning period.

- **Policy 3.7.1** The County shall establish a program in coordination with the SWFWMD and the ~~WRWSA~~ RWSP to estimate and project needs and sources for a ten-year period based on the demands for use and the quantity and quality of water available to meet demands.

- **Objective 3.8** The County shall implement water conservation and reuse options using the policies and techniques as outlined in the 10 year Regional Water Supply Plan ~~Water Supply Facilities Work Plan.~~

Coastal Lakes and River Management Element (Chapter 4):

- Coastal High Hazard Area (CHHA) maps and definition 163.3178 (2) (h)

Attachment: Strike-thru and underline draft Ordinance (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments

- **Definition**: "Coastal High Hazard Area" (CHHA): The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. (Florida Statutes, Section 163.3178) These Special Flood Hazard Areas (SFHAs) along the coasts have additional hazards due to wind and wave action. These areas are identified on current Flood Insurance Rate Maps (FIRMs) as zones V and VE. In 2021 Citrus County Coastal FIRM flood maps were updated to include a line called the Limit of Moderate Wave Action (LiMWA). The LiMWA marks the inland limit of the "Coastal A Zone"— the part of the coastal SFHA referenced by building codes and standards where wave heights can be between 1.5 and 3 feet during a base flood event.

- "Sea Level Rise" An increase in sea level caused by a change in the volume of the world's oceans and changes in local ground elevations. Sea level rise leads to increased frequency and depth of flooding in coastal areas. (FEMA Coastal Flood Risk Study)"

- **Policy 4.10.3** The Coastal High Hazard Area shall incorporate all lands and waters which lie within the Category 1 Hurricane Evacuation Zone. Such area is generally based upon the surge zone as depicted in the ~~2010 Statewide Regional Evacuation Study, Withlacoochee Region (SRES)~~2014 Citrus County Evacuation Zone Map. The Coastal High Hazard Area boundary and the Limit of Moderate Wave Action (LiMWA) shall be shown on the Land Development Code Atlas.

- **Policy 4.10.4** ~~Reserved~~ New development, redevelopment, and infrastructure in vulnerable areas shall use best management practices to address sea level rise.

- Policy 4.10.4B In order to reduce flood risk from, or associated with, the impacts related to sea-level rise, Citrus County will continue to promote the use of the development and redevelopment principles, strategies and engineering solutions contained in the Florida Building Code and the Land Development Code.

- **Policy 4.10.6** The County shall relocate or replace infrastructure located in the Coastal High Hazard Areas to limit public losses from various events including, but not limited to, storm damage, hurricanes, severe flooding, Sea Level Rise, abandonment of facilities and/ or structures, and tornadoes.

- **Water-dependent Land Uses**
- **Objective 4.5** Recreational and working waterfronts including water dependent and water-related land uses have priority over all other land uses with exception to conservation, along shoreline areas. The ~~Generalized~~ Future Land Use Map (~~G~~FLUM) shall contain designated areas for coastal water-dependent and water-related land uses.

Attachment: Strike-thru and underline draft Ordinance (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments

- **Public Access**
- **Objective 4.12** Increase public access to Coastal, Lakes, and River shoreline areas. A public access study shall be completed ~~by 2009~~.

- **Policy 4.14.1** The County shall develop joint planning and management programs with the Cities of Crystal River, Inverness, Yankeetown, Inglis, and Dunnellon and the Counties of Hernando, Marion, Sumter, and Levy to:
    - Ensure adequate preservation of recreational and commercial working waterfronts including water-dependent and water-related land uses
    - Prevent water pollution
    - Control and retrofit stormwater runoff and inadequate facilities
    - Protect living marine resources
    - Reduce exposure to natural hazards
    - Ensure public access

- **Evacuation**
- Evacuation data in Chapter 4 has been updated throughout to reflect the removal of the Withlacoochee Regional Planning Council data from 2004.
- The current Maps and tables were updated to reflect the correct source Citrus County GIS and Office of Emergency Management, and the date of 2014.
- GIS received updated Surge Data from Tampa Bay RPC in late 2020.
- When the newly received data and analysis has been finalized and the new maps and data tables are created, they will be incorporated into the Comprehensive Plan.

Attachment: Strike-thru and underline draft Ordinance (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments

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review standards are contained in the LDC for the protection and preservation of significant sites.

4. Resource Protection

Currently, only Yulee Sugar Mill Ruins and Crystal River Indian Mounds are protected by Federal status (refer to Recreation and Open Space Element for location). This protection status is referred to as the National Register of Historic Sites and Places (National Historic Preservation Act of 1966 - P.L. 87-665 and Executive Order 11593).

All other sites are protected by the review standards contained in the LDC. The Florida Archives and History Act, Section 267, F.S., provides misdemeanor penalties for appropriating, destroying or altering an archaeological site on State lands without permission. In addition, Section 380, F.S., provides a measure of protection through the Development of Regional Impact Review process.

E. Hurricane Evacuation

1. Current Program

The current program for planning, managing, and enforcing Hurricane Evacuations is administered by the Sheriff's Department, Office of Emergency Management. The roles and responsibilities of each County department are defined in the Citrus County Emergency Operations Plan.

Authority for implementation of emergency management procedures is provided in an ordinance adopted by the Board of County Commissioners (BCC). The Citrus County Emergency Procedures Ordinance was adopted on May 28, 1991 (Ordinance No. 91-04) pursuant to Ch. 252 Florida Statutes. It addresses natural or man-made disasters, emergencies, designation of authority and succession, and empowers the designation of a local state of emergency.

Specifically, Ord. 91-04 authorizes emergency measures including:

- Expenditure of funds, distribution materials and supplies
- Provide emergency assistance to victims of any emergency
- Direct and coordinate plans and programs for emergency management
- Appoint personnel for assistance
- Established emergency operation centers
- Request for state assistance
- Waive procedures for appropriation and expenditure of public funds, employment, acquisition of supplies, equipment and materials

2. Coastal Evacuation

The information in this section is taken from the ~~*2010 Statewide Regional Evacuation Study: Withlacoochee Region (SRES* *2014 Evacuation Zone Map)*~~ prepared by ~~the Withlacoochee Regional Planning Council (WRPC) and the Florida Division of Emergency Management~~Citrus County Office of Emergency Management and GIS. This report, which replaces the *WRPC Hurricane Evacuation Study (2004)*, contains updated population and land use data and represents a quantitative, statewide standardized study across Florida. The major components of the study include an analysis of hazards, vulnerability, demographics, behavioral factors, transportation, and other factors important to emergency preparedness. The ~~SRES~~ forthcoming 2020 Evacuation study conducted by the Tampa Bay Regional Planning Council (TBRPC) ~~Evacuation Map~~ will contain~~s~~ an updated detailed analysis of potential evacuation from coastal storms and hurricanes, inland flooding, and wildfires. The complete ~~SRES~~ Evacuation Zone data ~~report is~~ will be placed on file in the Department of ~~Planning and Development~~ Growth Management and GIS.

a. Hurricane Hazards

The principal tool used to predict the expected hazards from hurricanes affecting the region is the Sea, Lake and Overland Surges from Hurricanes (SLOSH) numerical storm surge prediction model. The SLOSH model predicts the storm surge heights that result from hypothetical hurricanes with selected various combination of pressure, size, forward speed, track, and winds. Additional technical information on the hurricane analysis models can be found in the SRES report which also provides a description of the various hazards from hurricanes including high wind speeds, storm surge on the coastline, and freshwater flooding.

The intensity of a storm is measured by the Saffir-Simpson scale of hurricane intensities. Refer to Table 4-2, Saffir-Simpson Hurricane Wind Scale. Tropical storm winds range from 39 to 73 mph. A tropical storm becomes a hurricane when the one-minute average speed of 74 mph is reached. Damage from high wind increases exponentially for each storm category. Any hurricane force wind can create a significant amount of structural, agricultural, or projectile damage. Tornadoes are another hazard spawned by high wind conditions. Mobile homes are particularly vulnerable to damage from high winds.

Attachment: Strike-thru and underline draft Ordinance (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments

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TABLE 4-2
SAFFIR-SIMPSON HURRICANE WIND SCALE

Hurricane Category	Sustained Wind Speeds	Potential Damage
1	74-95 mph	Very dangerous winds will produce some damage
2	96-110 mph	Extremely dangerous winds will cause extensive damage
3	111-130 mph	Devastating damage will occur
4	131-155 mph	Catastrophic damage will occur
5	156 mph and above	Catastrophic damage will occur

Source: Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014

Storm surge is a potential threat on the coastline of Citrus County. The SLOSH analysis indicates that a storm surge could affect properties a distance of up to 10.5 miles from the coastline. Populated areas that are subject to possible storm surge include the City of Crystal River, Chassahowitzka, Ozello, and Homosassa.

Freshwater flooding is also a potential problem in a hurricane event because a storm can bring up to 6 to 12 inches of rainfall in a 24-hour period causing widespread flooding. Such flooding can block evacuation routes in advance of the storm, and create barriers to safe return after the storm. Contamination to drinking water supplies is also a threat.

b. Hurricane Vulnerability

As part of the regional study, all coastal areas were mapped using remote-sensing LIDAR (Light Imaging Detection and Ranging). The SLOSH model was used to predict the magnitude of storm surge for various scenarios of storm strengths and directions and to map storm surge inundation areas. Refer to Figure 4-4. Based on these areas of inundation, evacuation zones were established, the population at risk was determined for various hurricane intensities, and the facilities vulnerable to hurricane related flooding were identified.

The population at risk is defined as the number of persons that must be evacuated from the hazards of a tropical storm or hurricane. Using the SLOSH model, the entire population in the potential storm tide area is calculated and then classified according to five evacuation levels (evacuation levels A, B, C, D and E) that correspond to the five categories of hurricane on

the Saffir-Simpson Hurricane Scale. The evacuation zones are defined by the Citrus County Office of Emergency Management based on the expected inundation areas and logical boundaries. All mobile homes and RV units are considered at risk even in areas not vulnerable to storm tide because they are vulnerable to hurricane force winds. Potential storm tide heights were also estimated as shown in Table 4-3.

In every evacuation there are residents who choose to evacuate even though they are not located in a surge vulnerable area or in a mobile home or RV. The phenomenon is termed "shadow evacuation" and has been documented in behavioral studies on hurricane evacuation. There are also a percentage of the population at risk that do not evacuate even though they are deemed to be at risk. The *2010 Statewide Regional Evacuation Study, Withlacoochee Region (SRES)* contains planning assumptions to assist in development of anticipated evacuating populations under different storm scenarios. For planning purposes, the "Base Scenario" is used which represents 100% participation of population at risk plus "shadow evacuation". The Base Scenario is considered the "planning scenario", and is the more conservative estimate which will be used for growth management purposes. According to the SRES, the difference between the population at risk and the actual evacuating population can be as much as 20% to 40%.

TABLE 4-3
POTENTIAL STORM TIDE HEIGHT
CITRUS COUNTY
(IN FEET ABOVE NAVD88)

Storm Strength Category	Potential Storm Tide Height
1	4.8-10.8
2	12.4-19.9
3	19.0-25.1
4	25.5-32.3
5	30.1-41.3

Source: Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study, Table IV-1.
Prepared by: Citrus County Geographic Resources ~~and Community Planning Division, 2012~~2014

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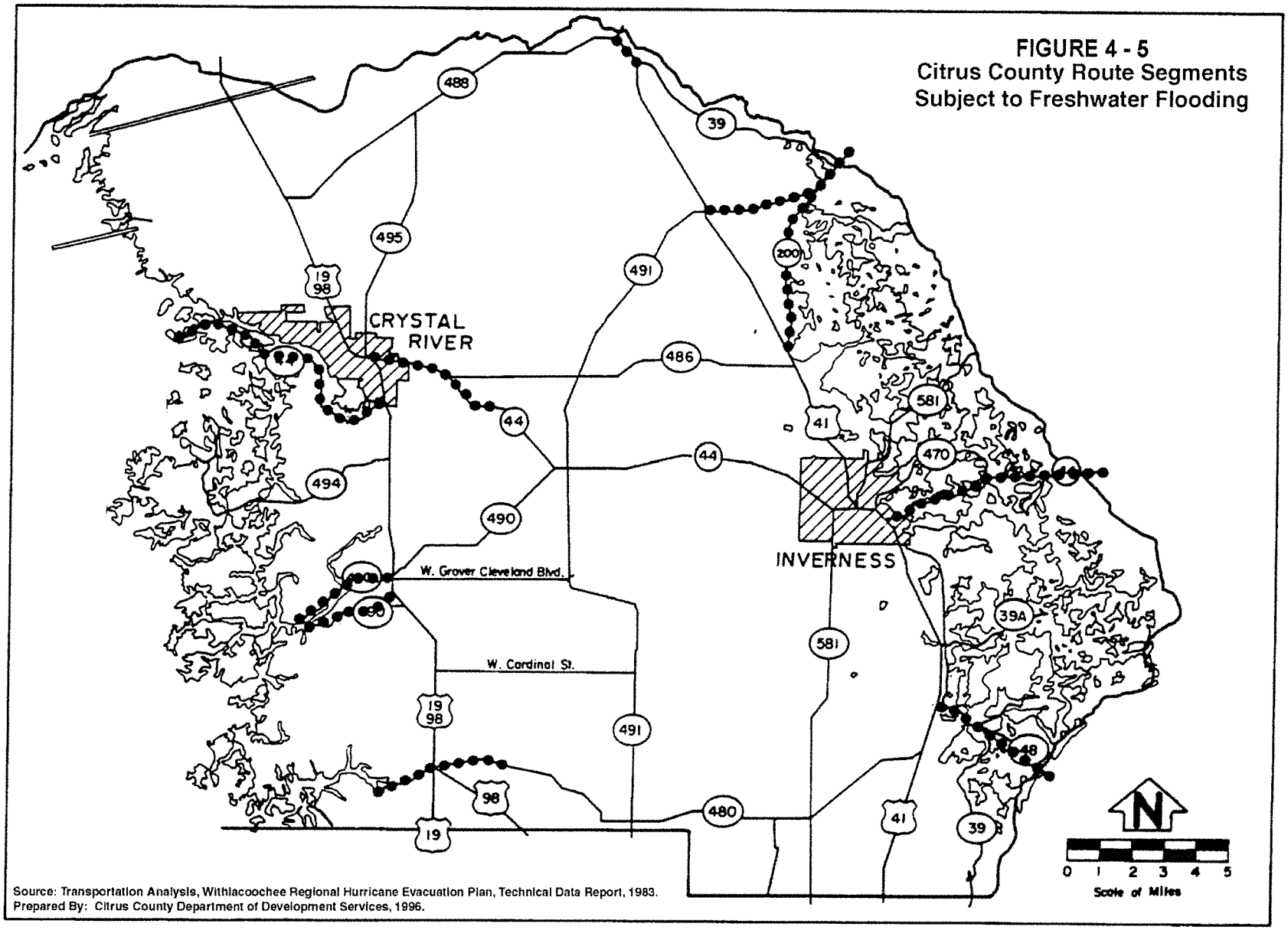

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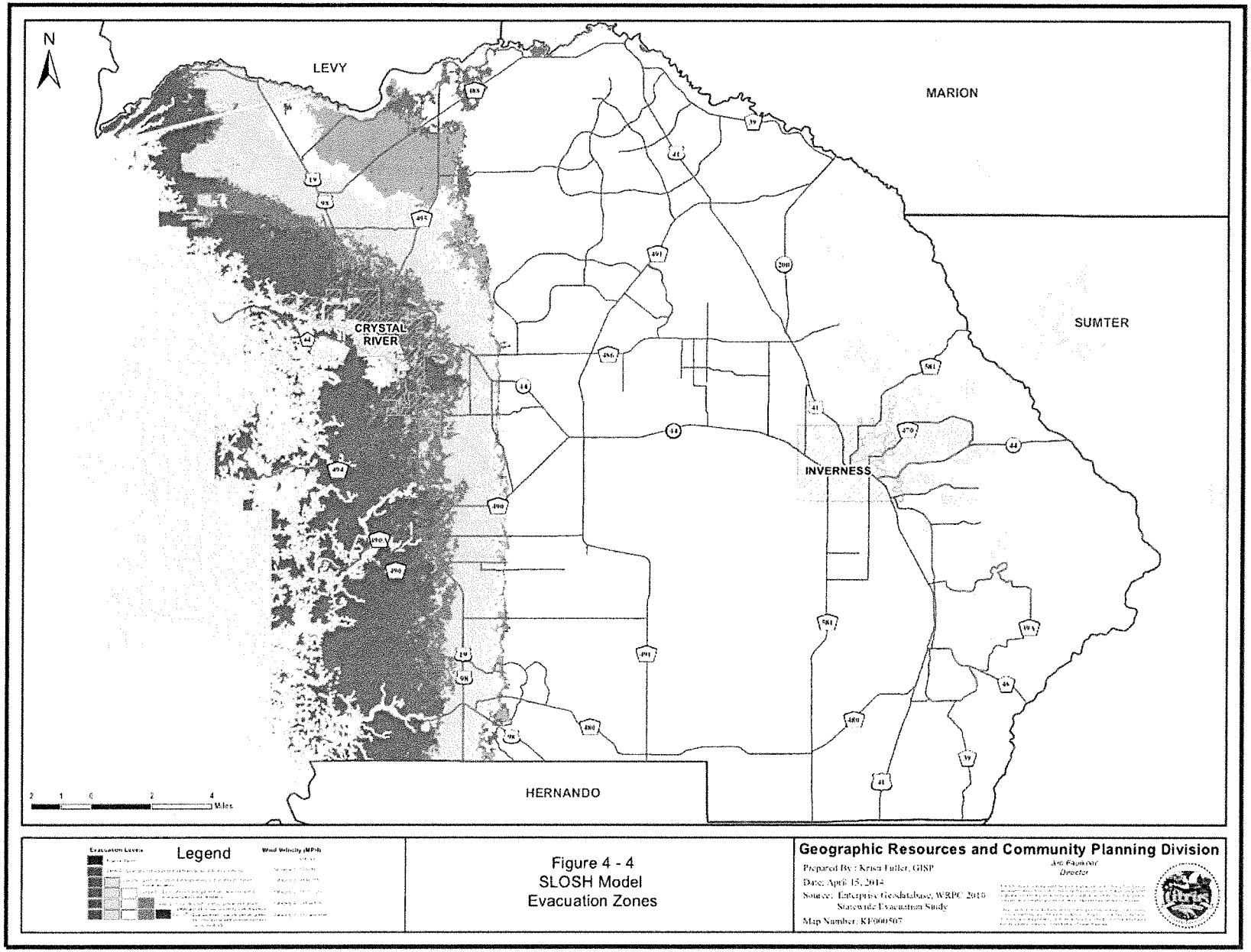

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c. Roadway Network and Clearance Times

The hurricane evacuation routes involve all the major roadways in Citrus County and are shown in Figure 4-6. The regional road network is also presented in Figure 4-6.

With the onset of a storm there is danger from both surge and freshwater flooding. Because roadways are the main concern for residential evacuation, the elevation of the roads along with the depth of water that can possibly occur is important. This information can provide the emergency manager with a tool to order evacuations in a timely manner. Evacuation routes that will easily deteriorate due to surge or freshwater flooding may be subject to early closures and rerouting.

Citrus County's coastal lowlands provide for a large number of roads that could be affected by surge flooding. The County's extensive coastal keys create a large area for surge inundation. The eastern boundary of the county will experience the greatest amount of freshwater flooding within Lake Tsala Apopka's broad reach. Each of the roads in Table 4-5 is expected to be inundated with water. (Information based on FEMA Flood Insurance Rate Maps.)

The WRPC has conducted extensive analysis of the regional road network and has used a transportation model to determine the trip generation/distribution of evacuation trips and the resulting clearance times. Calculated clearance times are used by emergency managers to help determine when to order an evacuation order. Clearance time is the time required for evacuees to secure their homes and prepare to leave, then spent by all vehicles traveling along the evacuation route network, and the additional time spent on the road caused by traffic road congestion. For Citrus County in the 2015 time period, the clearance time to shelter ranges from 12.5 hours to 14.0 hours depending on the evacuation level required. The regional clearance time is between 14.5 and 20.0 hours. Refer to Table 4-4, 2015 Clearance Time for Base Scenario.

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TABLE 4-4
2015 CLEARANCE TIMES FOR BASE SCENARIO (HOURS)
CITRUS COUNTY

	Evacuation Level A	Evacuation Level B	Evacuation Level C	Evacuation Level D	Evacuation Level E
Clearance time to shelter	12.5	13.0	13.0	14.0	14.0
In-County Clearance Time	13.5	13.5	14.5	16.5	19.0
Out of county Clearance Time	13.5	14.0	14.5	17.5	19.0
Regional Clearance Time	14.5	14.5	15.5	18.5	20.0

Source: Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study, Table ES-12.
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014

Note:
Base scenario, 2015
This information is valuable for the emergency officials and the FDOT in improving the flow of evacuation traffic. For example, it can be used to adjust the traffic signal timing patterns to provide maximum green time for evacuating vehicles. Fuel requirements along major routes can be estimated, and intelligent transportation system technology can be deployed to provide better monitoring and notification of traffic conditions.

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TABLE 4-5
CRITICAL ROADWAY LOCATIONS

US 19 from CR 488/Dunnellon Road to out of county (Cross Florida Barge Canal)

SR 44/Gulf to Lake Highway from intersection with CR490/Homosassa Trail to CR491/Lecanto Highway

SR 200 from CR491/Lecanto Highway out of County

US 19 from CR44 to SR 44/5 Street (northbound into Crystal River)

US 19 from SR 44/5 Street to CR 495/Citrus Avenue (downtown Crystal River)

US 19 from CR495/Citrus Avenue to CR 488/Dunellon Road (northbound out of Crystal River)

SR 44/Gulf to Lake Highway from CR 581/Pleasant Grove Road to US 41 (Inverness)

US 41 from SR 44/Gulf to Lake Highway to intersections with SR 44 eastbound traffic (Inverness)

SR 44/Gulf to Lake Highway from US 41 to out of county and I-75

Source: ~~Withlacoochee Regional Planning Council, Withlacoochee Hurricane Evacuation Study, 2004~~. Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study
Prepared by: Citrus County Division of ~~Community Development~~ GIS, ~~2004~~ 2014.

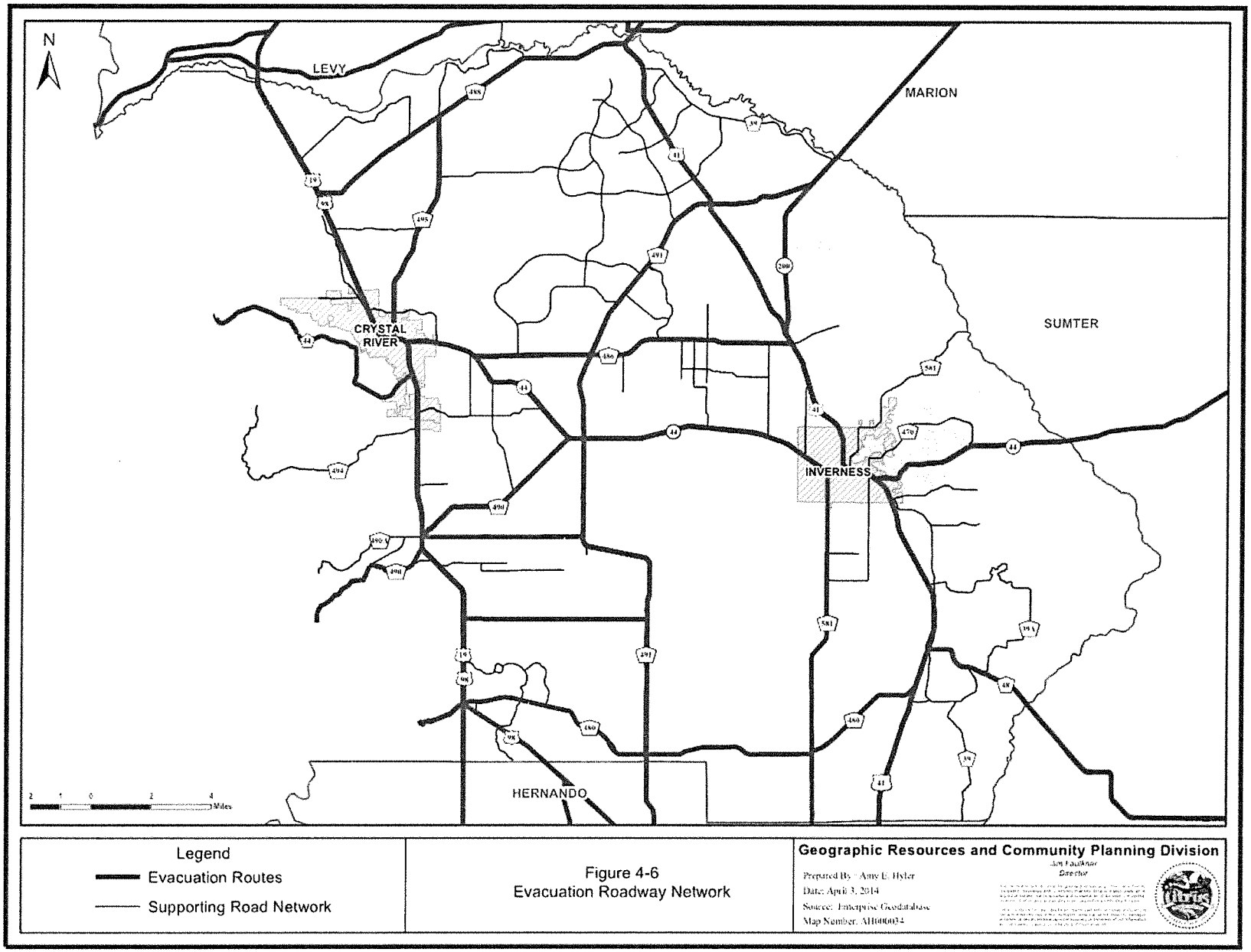

Figure 4-6 Evacuation Roadway Network

Attachment: Strike-thru and underline draft Ordinance (18430 : 5:10 p.m. CPA-21-05 – Evaluation and

d. Housing and Population Data

Census data on population and housing were used in conjunction with Geographic Information Systems (GIS) to map the location of the population at risk. It is assumed that persons living in areas flooded by storm surge should be evacuated. This includes permanent residents, in single family, multifamily, and mobile home units, as well as, tourists staying in hotels/motels, condominiums, and rental units in storm surge vulnerable areas. In Evacuation Zone A, an estimated 23,042 persons are at risk residing in site built and mobile homes. Refer to Table 4-6.

TABLE 4-6
2015 POPULATION-AT-RISK
FROM HURRICANES BY EVACUATION LEVEL
CITRUS COUNTY

	Evacuation Zone A	Evacuation Zone B	Evacuation Zone C	Evacuation Zone D	Evacuation Zone E
Site Built Homes	16,100	8,268	1,445	3,549	2,144
Mobile/Manuf. Homes	6,942	4,802	976	1,238	792
Total	23,042	13,070	2,421	4,787	2,936

Source: Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study, Table IV-6.
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014
Note:
Population figures are not inclusive, meaning figures listed for a higher zone are not included in the lower zone.

e. Shelter Capacity

The emergency shelter inventory for Citrus County is comprised of public schools, churches, and public buildings. Refer to Table 4-7. Only a small percentage meets the American Red Cross Standards (ARC) for shelter construction. Table 4-7 provides the location of the Citrus County Special Needs Shelters. The hotel availability is also shown in Table 4-8.

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TABLE 4-7
CITRUS COUNTY EVACUATION SHELTERS

NAME	ADDRESS	CITY	PET FRIENDLY	SPECIAL NEEDS
PRIMARY SHELTERS				
Central Ridge Elementary	185 W. Citrus Springs Blvd.	Citrus Springs	No	No
Citrus High School	600 W. Highland Blvd	Inverness	No	No
Citrus Springs Elementary School	3570 W. Century Blvd	Citrus Springs	No	No
Citrus Springs Middle School	150 W. Citrus Springs Blvd.	Citrus Springs	No	No
Crest School	2600 S. Panther Dr.	Lecanto	No	No
Floral City Elementary School	8457 E. Marvin Street	Floral City	No	No
Forest Ridge Elementary School	2927 N. Forest Ridge Blvd.	Hernando	No	No
Hernando Elementary School	2353 N. Croft Road	Hernando	No	No
Inverness Middle School	1000 Middle School Dr.	Inverness	No	No
Inverness Primary School	206 S. Line Street	Inverness	No	No
Lecanto High School	3810 W. Educational Path	Lecanto	No	No
Lecanto Middle School	3800 W. Educational Path	Lecanto	No	No
Lecanto Primary School	3790 W. Educational Path	Lecanto	Yes	No
Pleasant Grove Elementary	630 Pleasant Grove Road	Inverness	No	No
Renaissance Center	3630 W. Educational Path	Lecanto	No	Yes
Rock Crusher Elementary	814 S. Rock Crusher Road	Homosassa	No	No
Withlacoochee Technical Institute	1201 W. Main Street	Inverness	No	No

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TABLE 4-7 - continued
CITRUS COUNTY EVACUATION SHELTERS

NAME	ADDRESS	CITY	PET FRIENDLY	SPECIAL NEEDS
SECONDARY SHELTERS				
Beverly Hills Lions Club	72 Civic Circle	Beverly Hills	No	No
Calvary Chapel Inverness	960 S. US Hwy 41	Inverness	No	No
Central Florida Community College	3800 S. Lecanto Hwy.	Lecanto	No	No
First Assembly Church	4201 S. Pleasant Grove Road	Inverness	No	No
First Baptist Church	8545 E. Magnolia	Floral City	No	No
First Baptist Church of Crystal River	700 N. Citrus Avenue	Crystal River	No	No
First Baptist Church of Inverness	123 S. Seminole Avenue	Inverness	No	No
First Christian Church	1005 Hillside Court	Inverness	No	No
First Lutheran Church	1900 W. Highway 44	Inverness	No	No
First Presbyterian Church	206 Washington Avenue	Inverness	No	No
First United Methodist Church of Inverness	3896 S. Pleasant Grove Rd.	Inverness	No	No
Floral City Community Center	8370 E. Orange Avenue	Floral City	No	No
Good Shepherd Lutheran Church	439 E. Norvell Bryant Hwy.	Hernando	No	No
Highlands Emergency Center	4325 S. Little Al Point	Inverness	No	No
Hope Evangelical Lutheran Church	9425 N. Citrus Springs Blvd.	Citrus Springs	No	No
Main Street Baptist Church	960 S. Highway 41	Inverness	No	No
Mt. Olive Missionary Baptist Church	2105 N. Georgia Rd.	Crystal River	No	No
New Church Without Walls	3962 N. Roscoe Rd.	Hernando	No	No
Our Lady of Fatima	550 S. Highway 41	Inverness	No	No
Riverside Christian Church	7771 N. Carl G. Rose Hwy	Hernando	No	No
St. Elizabeth Anne Seton Hall	1180 Country Club Blvd.	Dunnellon	No	No
St. Margaret Episcopal Church	114 N. Osceola Avenue	Inverness	No	No
V.F.W. Leroy Rooks	1930 S. Highway 200	Hernando	No	No

Source: Citrus County Sheriff's Office, Emergency Management
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014

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TABLE 4-8
HOTEL AVAILABILITY
IN HURRICANE EVACUATION SCENARIOS

Storm Surge Area Category	Room Availability
Tropical Storm	695
1	108
2	16
3	77
4	9
5	0
TOTAL	**905**

Source: Withlacoochee Regional Planning Council, Withlacoochee Hurricane Evacuation Study, 2010
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014

3. Shelter Capacity Needs Assessment

As required by Statute, the Florida Department of Community Affairs has prepared a Statewide Emergency Shelter Plan. (Section 235.26(8)(b) Florida Statutes). This plan is updated biennially to address current availability of shelter space for each county and submitted to the Governor and Cabinet for approval.

Shelter space is identified as two categories: At Risk Shelters are used for persons within the county that need to remain in a shelter throughout a storm event. These shelters are designed to meet the standards of ARC 4496 Shelter Criteria. (American Red Cross) Host Shelters are ones that may be opened in an event that calls for mass evacuation from another area of the State. These shelters do not have to meet the rigid criteria of ARC 4496 to withstand hurricane force winds. Host or other non-ARC 4496 approved shelters may also be used when a localized event occurs such as flooding or evacuation due to a fire or hazardous material spill.

Shelters typically are schools and other publicly owned buildings. If new construction is not designed to meet the ARC 4496 requirements, we must retrofit existing buildings to meet these standards. The cost of retrofitting a structure is often higher and the project more difficult than if the work is done during original construction. In addition, one rarely achieves the highest capacity when retrofitting and often falls short of funding for necessary things such as generators.

According to the *2010 Statewide Regional Evacuation Study, Withlacoochee Region (SRES)*, Citrus County has a public shelter capacity of 4,750 persons. The 2015 projected demand for shelter for Evacuation Zone A (Category 1 hurricane) will create a demand for 5,078 persons, a deficit of 328 persons. Of course, more intense storms will result in larger areas being evacuated and create a greater demand for shelter. Refer to Table 4-9.

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TABLE 4-9
PUBLIC SHELTER DEMAND
FOR HURRICANE EVACUATION
BASE SCENARIOS 2015, CITRUS COUNTY

County	Capacity	A	B	C	D	E
Citrus	4,750	5,078	5,385	7,513	12,478	13,716

Source: Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study, Table V-10a.
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014

People with special needs are the handicapped, disabled, hearing and visually impaired, and others requiring special assistance. The Citrus County Sheriff's Department, Office of Emergency Management is responsible for overall direction and control of evacuation procedures and for an orderly, coordinated evacuation for persons with special needs. Specifically, this office provides for the identification, public information, warning, evacuation, sheltering, and recovery operation for people with special needs. To facilitate the evacuation process, a roster of such persons is maintained and assistance is provided with transportation.

Specific strategies have been developed in the policy section of this element to reduce the existing shelter deficit, and to meet the future demands for adequate shelter capacity. The policy section contains specific requirements for hurricane shelters in both mobile home parks and mobile home subdivisions, which meet the requirements of ARC 4496. In addition, a policy supporting the establishment of a hurricane mitigation fund is created to assist in providing the resources needed for hazard mitigation projects identified in the *Local Mitigation Strategy*.

The County will continue efforts to reduce hurricane evacuation times through implementation of controls on land use density in the coastal area. In addition, proposed development projects in the hurricane vulnerable area will be reviewed using a traffic-modeling program to assure that emergency evacuation times are not increased.

F. Post Disaster Planning and Coastal High-Hazard Areas

The Coastal High Hazard Area (CHHA) is defined in Chapter 163 Florida Statutes:

The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. [Ch. 163.3178]

The map reflects a worst-case scenario of hurricane storm surge inundation at mean-high tide. It shows the maximum surge expected to occur regardless of the storm track or direction of the hurricane. Unless otherwise indicated, all references to the "Coastal High Hazard Area" in this plan refer to the Category 1 storm surge line as defined in Ch. 163.3178 Florida Statutes. The extent of the CHHA for Citrus County is shown in Figure 4-7.

Local level of service planning requirements for evacuation time have been established in Florida Statutes and are shown below. The 16-hour Out of County evacuation time is also referenced in Policy 4.9.3 of this Chapter.

(9)(a) A proposed comprehensive plan amendment shall be found in compliance with state coastal high-hazard provisions if:

1. *The adopted level of service for out-of-county hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale; or*
2. *A 12-hour evacuation time to shelter is maintained for a category 5 storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of the development contemplated by a proposed comprehensive plan amendment is available; or*
3. *Appropriate mitigation is provided that will satisfy subparagraph 1. or subparagraph 2. Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of hurricane shelters and transportation facilities. Required mitigation may not exceed the amount required for a developer to accommodate impacts reasonably attributable to development. A local government and a developer shall enter into a binding agreement to memorialize the mitigation plan.*

(b) For those local governments that have not established a level of service for out-of-county hurricane evacuation by July 1, 2008, by following the process in paragraph (a), the level of service shall be no greater than 16 hours for a category 5 storm event as measured on the Saffir-Simpson scale.

(c) This subsection shall become effective immediately and shall apply to all local governments. No later than July 1, 2008, local governments shall amend their future land use map and coastal management element to include the new definition of coastal high-hazard area and to depict the coastal high-hazard area on the future land use map.

[Ch. 163.3178]

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Figure 4-7 Coastal High Hazard Area

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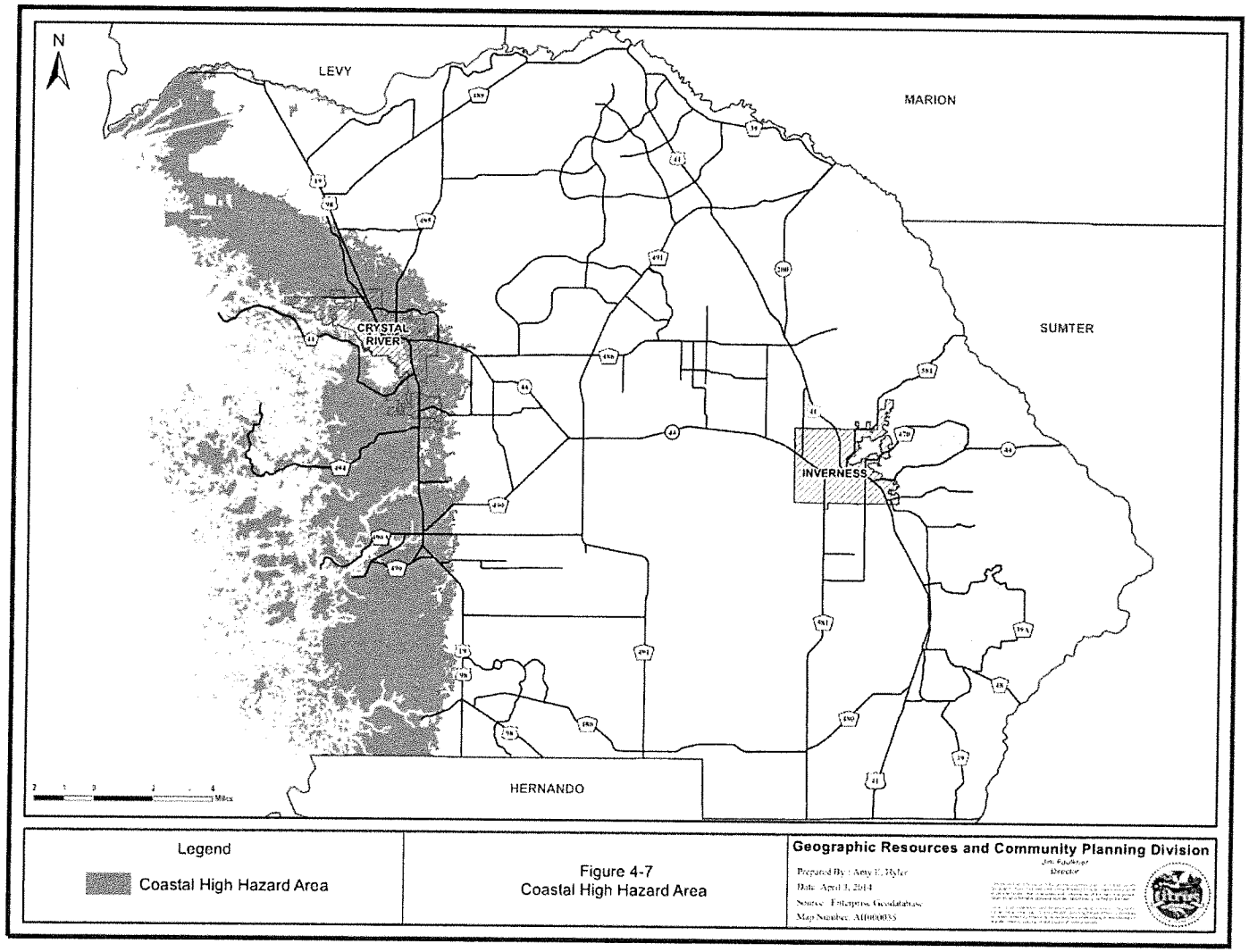

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1. Inventory of Facilities

A detailed inventory of public access facilities is provided in the Recreation and Open Space Element. This inventory (Table 2-1) details the facility types and opportunities provided by shoreline and water use access sites. Figures 2-3 and 2-5 in the Recreation and Open Space Element illustrate the location of each site within Citrus County and the City of Crystal River.

2. Access Demand and Needs

The coastal area offers many recreational opportunities; however, the public is often precluded from these opportunities. Table ~~4-12~~ 4-10 summarizes coastal shoreline access. This summary is not limited to saltwater areas due to the nature of the County's coastal area and the access provided by the four coastal rivers.

Saltwater beach access in the County cannot be treated similar to other areas in the state due to our extremely limited resource. Saltwater beach demand is greater than the available supply. The County's only saltwater beach is located at Fort Island Gulf Beach. This site has been slated for expansion within the Recreation and Open Space Element. This proposed expansion, if permitted, may be the only site available for current and future saltwater beach locations. Any expansion of saltwater beach areas will require dredging and filling activities, which are not consistent with marine resource protection policies.

Freshwater beach locations are limited by the wetlands associated with the springs and riverine systems of the coastal area. Currently, the only site is located at Hunter's Spring Park (City of Crystal River). Future expansions of such areas are limited by shoreline land uses and wetland areas. Analysis of needed freshwater beach areas was not conducted. If such areas are determined as needed, appropriate facilities may include swimming areas with a boardwalk access and swimming pools.

The need for fishing piers in the coastal area has been demonstrated in the Recreation and Open Space Element. However, no quantified determination of needs has been completed. The gradual slope of our coastal waters (1:6, 667) and the resultant shallow waters demonstrate that parallel shoreline boardwalks may be a better alternative to perpendicular shoreline piers.

The Fort Island Trail Park constructed in 1993/94 provides access to the Crystal River. It contains two double lane boat ramps, three boat docks, a fishing pier, rest rooms, and an administrative office. The development of this park added 1,009 feet of shoreline access (259 feet for pier and 750 feet bank access). At Fort Island Gulf Beach, a 200 ft. fishing pier has been added.

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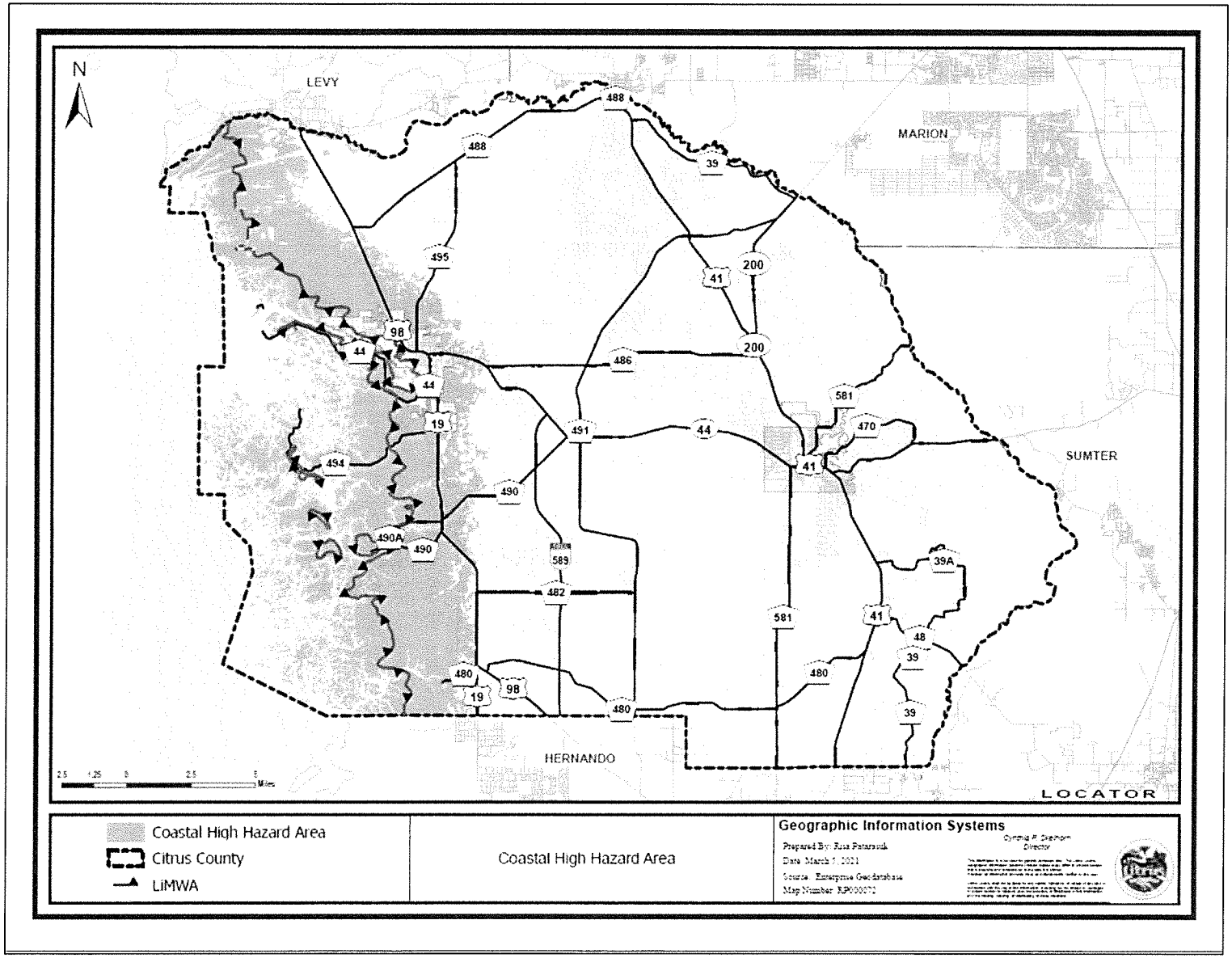

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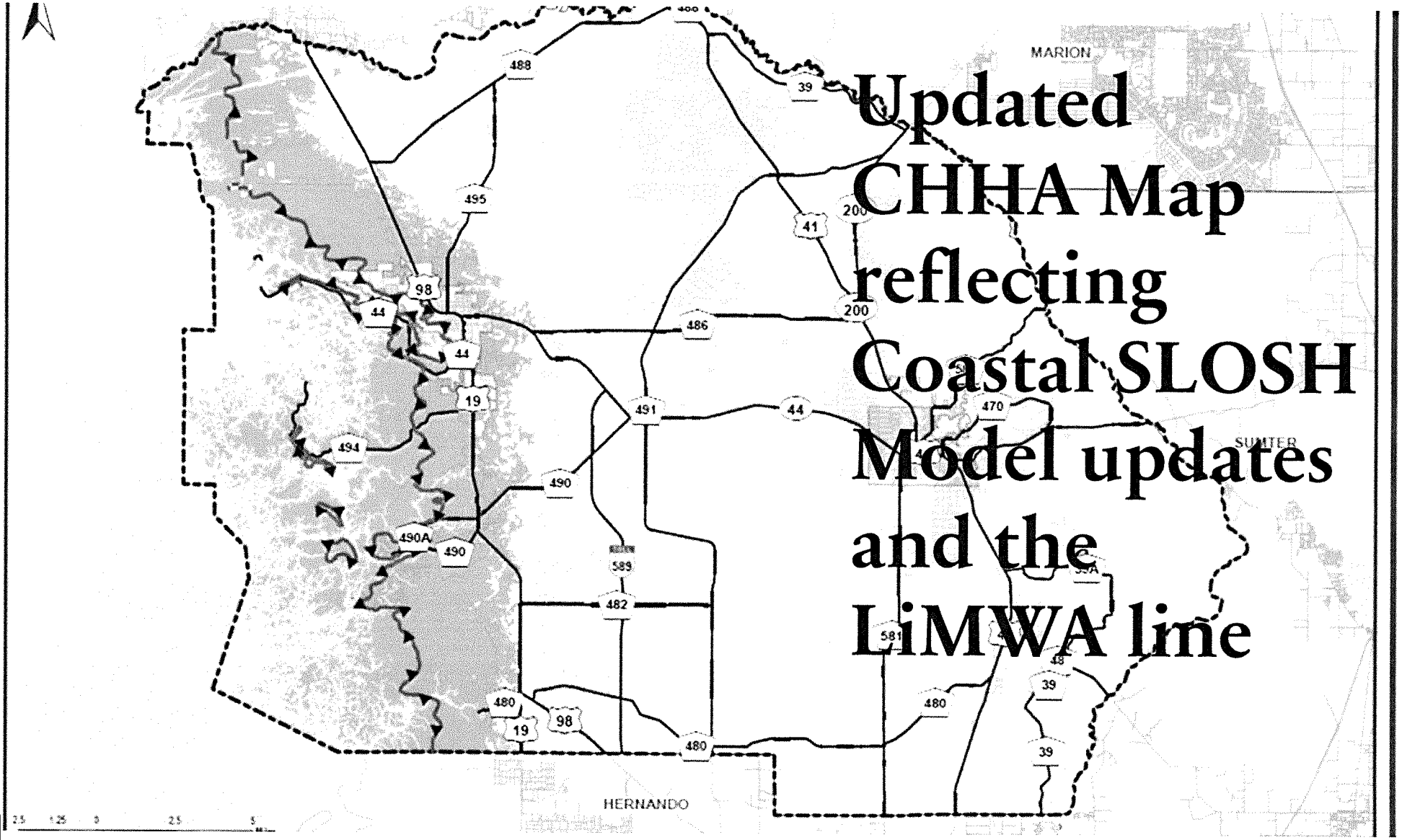
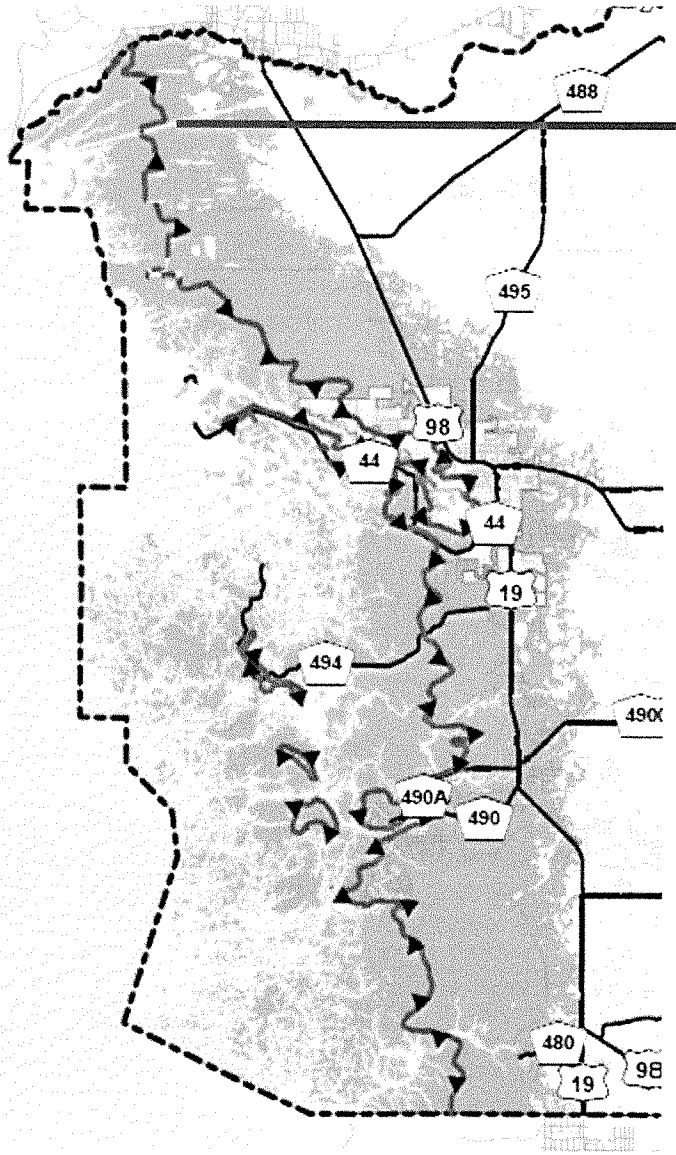

Updated CHHA Map reflecting Coastal SLOSH Model updates and the LiMWA line
MARION
SUMTER
HERNANDO
488
495
39
41
200
98
44
486
19
491
470
494
490
490A
589
482
581
480
39
2.5
1.25
0
2.5
5

Previous CHHA Map



New CHHA Map

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The Citrus County LDC contains generalized wellhead protection regulations, but more site-specific protection standards utilizing all available data would afford protection that is more complete. The Homosassa Special Water District with the assistance of the Florida Rural Water Association and FDEP developed a detailed wellhead protection plan for their wells.

The increasing growth in the Tampa Bay Water area has resulted in Tampa Bay Water developing a resource plan, which identifies future water sources. This report includes areas within the Withlacoochee region and Citrus County. In order to assure protection of the region's natural resources and sufficient supply for existing and future residents the County has adopted regulations, which will prohibit out of County export unless the receiving community has exhausted all local sources. The County has also taken action to assure that all withdrawals do not have an adverse effect on the environment.

Water conservation is an important component to protecting our water supplies. There are many techniques, which can serve to reduce water consumption without drastic regulations. The County has adopted standards within the Land Development Code to encourage xeriscaping and the use of native species in landscaping. The County should continue to assist the district with their water conservation program and provide incentives for xeriscaping, reuse, and public information.

Emergency conservation of water is administrated by the SWFWMD under enabling legislation of Section 373.246, F.S. A water shortage plan was adopted as rule by the SWFWMD. This rule provides for water use restrictions and enforcement procedures.

The County ~~should~~ will continue to assist the district in the implementation of the ~~Water Shortage Plan~~. Regional Water Shortage Supply Plan. In 1997, the Florida Legislature significantly amended Chapter 373, F.S., to include specific regional water supply planning requirements for the Water Management Districts (WMDs). The statutes were revised to require the preparation of a Districtwide Water Supply Assessment; the designation of one or more water supply planning regions within each district. The statute requires the reassessment of the need for a RWSP every five years, and that each RWSP shall be based on a minimum 20-year timeframe (Section 373.0361, F.S.). In response to the amended statutes, the District completed a Water Supply Assessment in 1998 that quantified water supply needs through the year 2020 and identified areas where future demand could not be met with traditional groundwater sources (SWFWMD, 1998) In addition, the County should provide specific measures for local concerns and conservation programs.

and adopt programs to protect natural groundwater recharge areas.

- Water Conservation

Objective 3.6	The County shall continue measures to conserve fresh water resources as defined by F.A.C.
Policy 3.6.1	The County shall adopt water conservation regulations providing recognition and/or incentives for xeric landscaping, reuse of grey and treated wastewaters, and public information.
Policy 3.6.2	The County shall adopt a water conservation ordinance and plan, which supports the SWFWMD water conservation rule and addresses local concerns.
Policy 3.6.3	The County shall support the use of treated wastewater on golf courses and other appropriate land when feasible.
Objective 3.7	The County, with ~~assistance~~ direction from the ~~WRWSA~~RWSP and assistance of SWFWMD, shall maintain estimates, project demands, and available water supplies for the planning period.
Policy 3.7.1	The County shall establish a program in coordination with the SWFWMD and the ~~WRWSA~~RWSP to estimate and project needs and sources for a ten-year period based on the demands for use and the quantity and quality of water available to meet demands.
Objective 3.8	The County shall implement water conservation and reuse options using the policies and techniques as outlined in the 10 year Regional Water Supply Plan ~~Water Supply Facilities Work Plan.~~

Flora and Fauna

- Wildlife and Habitat

Objective 3.9	The natural balance of ecological communities becomes altered as development increases. To arrest and reverse this trend, the County shall implement measures to identify and protect ecological communities and threatened wildlife. The destruction of endangered and threatened species and species of special concern shall be prohibited unless mitigated pursuant to US Fish and Wildlife Service (USFWS) and Florida Fish and Wildlife Conservation Commission (FWC) regulations. The alteration of areas for which the presence on-site of such species has been documented or confirmed shall also be prohibited unless the alteration of habitat may be permitted where project alternatives

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CHAPTER FOUR

COASTAL, LAKES, RIVER MANAGEMENT ELEMENT

GOALS, OBJECTIVES, AND POLICIES

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- **GOALS, OBJECTIVES, AND POLICIES**

GOAL #4 - Preserve, protect, and enhance resources of the Coastal, Lakes, and River Areas and where appropriate, restrict development activities which would damage or destroy these resources, protect human life, and limit the public expenditure in areas subject to natural disasters.

Natural Resources

- Habitats and Wetlands

Objective 4.1 Protect native vegetative and ecological communities.

The components of this program are:

- Continued efforts to protect native vegetation and ecological communities. The primary emphasis shall be on, but not limited to, upland habitat for endangered and threatened species and other environmentally sensitive communities. The County will continue efforts to preserve and protect these communities by seeking dedications via the development process, fees-in-lieu of dedications to purchase land, and active coordination with federal, state, local, and regional agencies and/or private organizations to purchase these lands
- The adoption of standards requiring on-site preservation of native habitat implemented through the development review process

Policy 4.1.1 No subdivisions shall be approved unless all lots proposed for development contain upland areas large enough to support the proposed activity and all required buffers and preservation areas.

Policy 4.1.2 The County Land Development Code (LDC) shall contain requirements that native vegetation be utilized in required buffers, setbacks, and open spaces.

Policy 4.1.3 The County LDC shall contain requirements for filtering all runoff from lands adjacent to wetlands and water bodies.

Policy 4.1.4 Standards for signs along coastal, lakes, and river roadways and shores shall be adopted and enforced to preserve visual amenities.

- Living Marine Resources

Objective 4.2 Protect wildlife, living marine resources, and special habitats from adverse impacts of development and human activities. Continue to enforce the natural resource protection provisions in the LDC and related ordinances.

Policy 4.2.1 Coastal wildlife, living marine resources, and special habitats to include:

- Endangered, threatened, and species of special concern
- Bird Rookeries
- Bald Eagle and Osprey nesting locations
- Marine Grass Beds
- Fisheries
- Oyster Beds

Policy 4.2.2 Reserved

Policy 4.2.3 The County Land Development and Enforcement Codes shall protect wildlife; especially endangered, threatened and species of special concern.

Policy 4.2.4 Living marine resources: marine grass beds, fisheries, and oyster bars shall be protected and enhanced.

Policy 4.2.5 The unpermitted destruction of marine grass beds and oyster bars is prohibited.

Objective 4.3 Reserved

- Resource Education

Objective 4.4 Continue the ongoing program of public education to assist in the protection of estuarine, riverine, and lake natural resources.

Policy 4.4.1 The Community Development Division shall coordinate with the Division of Aquatic Services, the Marine Science Station, U.S. Fish and Wildlife Service (USFWS), and Florida Department of Environmental Protection (DEP) to prepare educational materials.

Policy 4.4.2 The educational materials shall be posted at each public access to estuarine, riverine, or lake waters and distributed to all libraries and schools. These materials shall also be posted at private/commercial access points with permission of the owner and

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may be located at strategic points throughout waterbodies where appropriate.

Land Use

- Water-dependent Land Uses

Objective 4.5 Recreational and working waterfronts including ~~W~~water dependent and water-related land uses have priority over all other land uses with exception to conservation, along shoreline areas. The ~~Generalized~~ Future Land Use Map (~~G~~FLUM) shall contain designated areas for coastal water-dependent and water-related land uses.

Policy 4.5.1 The priority ranking of shoreline land uses shall be:

- Water-dependent uses
- Water-related uses
- Non-water related uses

- Shoreline Performance Standards

Policy 4.6.3 New marinas and multi-slip docking facilities must conform to the following criteria:

- Public use marinas are only allowed in marine commercial areas
- Must provide vehicular-trailer parking and sewage pump out facilities
- All proposed parking, dry storage and non-water dependent facilities must be built on upland areas
- Hurricane contingency plans shall be approved by the Community Development Director and Director of Emergency Management
- Shall comply with all applicable County Regulations and Policies
- Coastal and riverine wetlands and grass beds shall be avoided
- Economic need and viability shall be demonstrated
- Fueling facilities shall be designed to contain spills
- Water Circulation shall be maintained
- Any environmental disruptions will be mitigated
- Shall comply with the County Manatee Protection Plan
- Placement of new marinas/multi-slip docking facilities, multifamily docking facilities, and single family docking

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facilities exceeding one slip per 100 feet of shoreline shall be prohibited from designated critical habitats of the West Indian (Florida) manatee

- Construction materials used in shoreline or submerged land construction shall minimize environmental impacts and the best available technology shall be used. Examples of construction standards which are consistent with minimizing environmental impacts are: heavy grade PVC pipe filled with concrete, wood pilings minimally treated, galvanized steel or iron pilings, cantilever dock facilities, floating docks with sealed injected solid foam (may contain CFC's), and dry storage
- Pump-out facilities shall be contained in all marinas, multi-slip, and multifamily residential docking facilities, which are connected to a permitted package, or regional wastewater sewage treatment facility

Coastal, Lakes, and River Water Quality

Objective 4.7	Improvement and maintenance of estuarine and coastal riverine water quality. Water quality in the coastal area shall meet or exceed the "good" water quality index (Environmental Protection Agency [EPA] established in the 305 (b) Technical Report, DEP, 1994.) Water quality in the Lakes and River Area shall be consistent with policies of the Conservation Element.
Policy 4.7.1	No new point sources shall be permitted in waters of the Coastal, Lakes, and River Area except where mandated by the EPA and DEP.
Policy 4.7.2	Reserved
Policy 4.7.3	In order to reduce the amount of untreated stormwater effluent, the County shall prepare a strategic plan to retrofit appropriate areas.
Policy 4.7.4	The volume, velocity, and timing of river and stream flows into estuarine waters shall not be artificially altered from their long-term seasonal ranges.
Policy 4.7.5	Roadways and bridges shall not interfere with surface water flows and should be built with appropriate measures to avoid degrading water quality. Causeways shall not be built.

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Archaeological and Historic Resources

Objective 4.8	The protection, preservation, and sensitive reuse of historic resources shall be implemented through the policies below and development of a comprehensive analysis and plan by 2009.
Policy 4.8.1	The Community Development Division shall prepare a Historic and Archaeological Analysis Report in 2009.

Hurricane Evacuation

Objective 4.9	The County shall maintain or reduce hurricane evacuation times by requiring that new developments not degrade the existing evacuation Level of Service (LOS).
Policy 4.9.1	Maintain and improve the County's Hurricane Evacuation sections of the Peacetime Emergency Plan and coordinate the integration of existing evacuation deficiencies into the regional and local evacuation plans.
Policy 4.9.2	The Geographic Resources and Community Planning Division shall prepare periodic reports at least every seven years on the population at-risk for use in evacuation planning.
Policy 4.9.3	The Hurricane Evacuation Level of Service Standard for Out of County evacuation is sixteen (16) hours for a Category 5 storm event.
Policy 4.9.4	All roadway improvements along the County's evacuation network shall include practicable remedies for flooding problems.
Policy 4.9.5	No new hurricane shelters shall be located within the Category 5 hurricane evacuation area.
Policy 4.9.6	The hurricane vulnerability zone consists of the evacuation areas, from the Tropical Storm through the Category 5 Hurricane Evacuation Zone, as identified in the Storm Tide Atlas in the *2010 Statewide Regional Evacuation Study, Withlacoochee Region (SRES).*
Policy 4.9.7	Development orders issued for developments of regional impact shall contain conditions which require mitigative measures for impacts on hurricane shelter capacity and hurricane evacuation times for developments which generate a number of evacuating vehicles greater than the evacuation traffic capacity on designated

hurricane evacuation routes.

Policy 4.9.8

All proposed Comprehensive Plan Amendments and new developments within the CHHA must meet the following criteria:

- The adopted LOS for "out of county" hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale.
- A 12 hour evacuation time to shelter is maintained for a category 5 storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of a development contemplated by the proposed comprehensive plan amendment is available; or
- Appropriate mitigation is provided that will satisfy Policy 4.9.8 (a). or (b). Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of hurricane shelters and transportation facilities.
- County shall enter into a binding contract with the developer detailing any required mitigation.
- If the LOS for the host evacuees has not been established the LOS shall not exceed 16 hours for a category 5 event.

Policy 4.9.9

Citrus County shall assess and adopt regulations in the hurricane vulnerable zone which: (1) limit new development in coastal areas and additional mobile home units; and/or (2) allow new development in coastal areas provided that mitigating measures are established which do not increase hurricane evacuation times; (3) promote land acquisition; and/or (4) establish a fee in lieu program and use those funds generated by fees to support future shelter development..

Policy 4.9.10

The County shall utilize the American Red Cross (ARC) 4496 Standards for Hurricane Evacuation Shelter Selection, which includes standards for shelter location, capacity, inventory, and interior safety criteria during hurricane associated hazards.

Policy 4.9.11

The County shall conduct evacuation traffic analysis using the planned distribution of the County's buildout population. To facilitate this task, the County will utilize a transportation network modeling system. Transportation network modeling shall also be utilized to monitor the impact of large residential projects and of ongoing development on hurricane evacuation times.

Policy 4.9.12

In order to increase public awareness of hurricane hazards, the County shall provide emergency preparedness information and educational opportunities to the public.

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Policy 4.9.13	Lands within hurricane vulnerable areas, particularly low-lying and shoreline areas shall be targeted for public acquisition to protect the natural and beneficial functions of floodplains.
Policy 4.9.14	The County should not improve or build public facilities which encourage growth in the Coastal High Hazard Area, except for necessary public services for existing developments or resource based recreation facilities.
Policy 4.9.15	A hurricane mitigation fund shall be established to provide the resources needed for hazard mitigation projects in the adopted Local Mitigation Strategy.
Policy 4.9.16	The County shall consider the adoption of a shelter mitigation impact fee to provide funds for construction of the additional shelter capacity needed as a result of growth.
Policy 4.9.17	All new mobile home parks and mobile home subdivisions shall be required to construct a hurricane shelter that meets ARC 4496 standards to shelter at least 70% of the residents of the subdivision. Such shelters shall not be located within the hurricane vulnerability zone. (per Policy 4.9.5) Alternatively, the developer may pay a fee to the shelter mitigation fund.
Policy 4.9.18	The County shall require all new shelters meet the ARC 4496 Shelter Guidelines as outlined in Appendix A of the Comprehensive Plan.

Post-disaster and Coastal High Hazard Area

Coastal High-Hazard Area

Objective 4.10	The County shall direct population concentrations away from the Coastal High-Hazard Area through appropriate regulations in the Land Development Code.
Policy 4.10.1	The County shall continue to amend its building codes to reflect coastal hazard concerns and the amendments to the Southern Standard Building Code.
Policy 4.10.2	New sanitary sewer facilities and on-site sewage systems in the Hurricane Surge Areas (vulnerability zone) and areas subject to freshwater flooding shall be flood proofed and equipped with back flow preventors, respectively.
Policy 4.10.3	The Coastal High Hazard Area shall incorporate all lands and

waters which lie within the Category 1 Hurricane Evacuation Zone. Such area is generally based upon the surge zone as depicted in the ~~*2010 Statewide Regional Evacuation Study: Withlacoochee Region (SRES)*~~*2014 Citrus County Evacuation Zone Map*. The Coastal High Hazard Area boundary and the Limit of Moderate Wave Action (LiMWA) shall be shown on the Land Development Code Atlas.

Policy 4.10.4 ~~**Reserved**~~ New development, redevelopment, and infrastructure in vulnerable areas shall use best practices to address sea level rise.

Policy 4.10.4B In order to reduce flood risk from, or associated with, the impacts related to sea-level rise, continue to promote the use of the development and redevelopment principles, strategies and engineering solutions contained in the Florida Building Code and the Land Development Code.

Policy 4.10.5 Population concentration shall be directed away from the Coastal High Hazard Area.

Policy 4.10.6 The County shall relocate or replace infrastructure located in the Coastal High Hazard Areas to limit public losses from various events including, but not limited to, storm damage, hurricanes, severe flooding, Sea Level Rise, abandonment of facilities and/ or structures, and tornadoes.

Policy 4.10.7 Lands within hurricane vulnerable areas, particularly low-lying and shoreline areas subject to storm surge shall be targeted for public acquisition to protect the natural and beneficial functions of floodplains.

Policy 4.10.8 The LDC shall contain additional disaster preparedness requirements for new developments whose residents might have limited mobility and/or demand specialized facilities.

Policy 4.10.9 No new Institutional Occupancy uses (i.e., the use of a building or structure, or a portion thereof, in which care or supervision is provided to persons who are or are not capable of self-preservation without physical assistance or in which persons are detained for penal or correctional purposes or in which the liberty of the occupants is restricted, including, but not limited to; hospitals, nursing homes (24-hour care for 6 or more people), psychiatric hospitals, jails, detention centers, reformatories, pre-release centers and other residential restrained or supervised care facilities) shall be allowed within the Coastal High Hazard Area unless the location has direct access to a Principal Arterial roadway.

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Existing facilities shall not expand beyond the density/intensity approved as of January 01, 2004 unless an overriding public need can be demonstrated and the site directly accesses a Principal Arterial roadway.

Attachment: Strike-thru and underline draft Ordinance (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments

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Policy 4.10.10 New construction or expansion of R-4 residential occupancy uses, as defined by the latest edition of the Florida Building Code, are not allowed anywhere within the Coastal High Hazard Area unless the site has direct access to a Principal Arterial roadway:

Policy 4.10.10A. New construction or expansion of R-2 residential occupancy uses, as defined by the latest edition of the Florida Building Code, are not allowed within the Coastal High Hazard Area unless all minimum standards of the LDC are met, the proposed development is compatible with surrounding development, the development's access, internal design, and general location do not impede the evacuation of its residents or neighbors, and the project does not negatively impact area evacuation clearance times:

Policy 4.10.10B. New construction or expansion of the R-1 and R-3 residential occupancy uses, as defined by the latest edition of the Florida Building Code, are allowed within the Coastal High Hazard Area.

Existing undeveloped subdivisions and groupings of lots are encouraged to cluster dwellings rather than develop typical lots and homesites in order to minimize the overall footprint of development. Such clustering shall not increase density.

Policy 4.10.11 No new mobile home parks shall be developed within the Coastal High Hazard Area (CHHA) nor shall any existing mobile home park with the CHHA be expanded beyond the number of dwelling units approved as of January 01, 2004. Existing mobile home parks may continue and dwelling units may be maintained, repaired, or replaced as needed, appropriate, and consistent with all other provisions and ordinances. Any replacement unit shall be elevated in compliance with current regulations. No lot or parcel within the CHHA, which currently does not allow mobile homes, shall be permitted to change to allow mobile homes.

Attachment: Strike-thru and underline draft Ordinance (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments

Policy 4.10.12 The County shall limit the height of structures within the Coastal High Hazard Area. Residential structures shall be limited to no more than two stories above the base flood or finished floor elevation. Areas under elevated residential structures may be used only for parking of vehicles, limited dead storage, and access to the structure, not finished living area. Nonresidential structures shall be limited to four stories above finished grade. Industrial facilities, electric power generation and transmission facilities, mining operations, agricultural operations, dry boat storage at marinas, and Seven Rivers Community Hospital are exempt from this provision. Construction or expansion of exempted facilities shall require the assurance of compatibility with surrounding development and may require additional buffers, setbacks, and similar measures.

Policy 4.10.13 Recreational Vehicle (RV) parks, campgrounds, resorts, motels, hotels, and similar temporary lodging facilities are commercial uses. Such uses shall not be allowed to convert to permanent residential uses. No increase in residential dwelling unit densities within the Coastal High Hazard Area shall be allowed.

Post-Disaster Redevelopment

Policy 4.11.8 To ensure that the property rights of current residents of the CHHA are protected, the County shall authorize redevelopment of up to the actual built density/intensity in existence on the property prior to the natural disaster notwithstanding the maximum permitted density/intensity adopted in the GFLUM and LDC Atlas. All such redevelopment shall meet current federal, state, and local construction and development review standards if feasible.

Public Access

Objective 4.12 Increase public access to Coastal, Lakes, and River shoreline areas. A public access study shall be completed ~~by 2009~~.

Infrastructure

Objective 4.13 The LOS standards, areas of service, and phasing of infrastructure in the Coastal, Lakes, and River areas shall be implemented through requirements in the Infrastructure Element and additional standards under this objective shall be incorporated in the County LDC.

Attachment: Strike-thru and underline draft Ordinance (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments

Policy 4.13.1 Infrastructure shall be available to serve the development or redevelopment in the Coastal, Lakes, and River areas at densities designated by the GFLUM and shall be consistent with coastal resource protection and the maintenance safe evacuations.

Policy 4.13.2 No development shall be permitted in the coastal area until the required infrastructure, based on adopted LOS's, are available to serve the proposed area to be development or redeveloped.

Intergovernmental Coordination

- Coastal, Lakes, and River Resources

Objective 4.14 An intergovernmental coordination mechanism shall be established to manage coastal, lakes, and river resources affecting or affected by City of Crystal River and the City of Inverness.

Policy 4.14.1 The County shall develop joint planning and management programs with the Cities of Crystal River, Inverness, Yankeetown, Inglis, and Dunnellon and the Counties of Hernando, Marion, Sumter, and Levy to:

- Ensure adequate preservation of recreational and commercial working waterfronts including water-dependent and water-related land uses
- Prevent water pollution
- Control and retrofit stormwater runoff and inadequate facilities
- Protect living marine resources
- Reduce exposure to natural hazards
- Ensure public access

- Resource Protection Plan

Objective 4.15 The County shall implement appropriate portions of existing resource management plans and establish a mechanism to coordinate with applicable agencies operating/managing resources.

Policy 4.15.1 The County shall assist and coordinate in the development and adoption of resource and management plans for natural reservations and preservation areas.

Policy 4.15.2 The Community Development Division shall continue to coordinate all proposals for change of land use, or extension of infrastructure, adjacent or through natural reservations and

preservation areas with appropriate public/private agency (ies).

- Hazard Mitigation Program

Objective 4.16	The County shall minimize future losses to Citrus County residents from all disasters by reducing the risk to people and property.
Policy 4.16.1	The County will pursue a continuing effort to reduce hazards in accordance with the plans, programs, and activities identified in the Citrus County Local Mitigation Strategy, Adopted by the Citrus County Board of County Commissioners on April 26, 2005 by Resolution No. 2005-085.

Attachment: Strike-thru and underline draft Ordinance (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
SECRETARY

August 13, 2021

The Honorable Scott Carnahan
Chairman, Citrus County
Board of County Commissioners
110 North Apopka Avenue
Inverness, Florida 34450

Dear Chairman Carnahan:

The Department of Economic Opportunity ("Department") has completed its review of the proposed comprehensive plan amendment for Citrus County (Amendment No. 21-03ER), which was received and determined complete on June 15, 2021. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S.

The attached Objections, Recommendations, and Comments Report outlines our findings concerning the amendment. We have identified an objection and have included recommendations regarding measures that can be taken to address the objection.

The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment. **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of the Department's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(4)(e)1., F.S.

RECEIVED
AUG 13 2021
CPA-21-05
Land Development Division

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

Department staff is available to assist the County to address the objection. If you have any questions related to this review, please contact Beau Scott, Planning Analyst, by telephone at (850) 717-8515 or by email at beau.scott@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/bs

Enclosures: Objections, Recommendations, and Comments Report
Procedures for Adoption
Reviewing Agency Comments

cc: Joanna Coutu, AICP, Director, Land Development Division, Citrus County
John Meyer, LEPC & DRI Coordinator, Tampa Bay Regional Planning Council

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

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Objections, Recommendations and Comments Report
Proposed Comprehensive Plan Amendment
Citrus County Amendment 21-03ER

The Department of Economic Opportunity has identified an objection regarding Citrus County's proposed comprehensive plan amendment. The objection is provided below, along with recommended actions the County could take to resolve issues of concern. If the County adopts the plan amendment without adequately addressing the objection, the Department may find the amendment not in compliance with Chapter 163, Part II, Florida Statutes (F.S.), pursuant to Section 163.3184(4)(e)4., F.S.

Department staff has discussed the basis of the report with local government staff and is available to assist the County to address the objection.

I. Objection:

Peril of Flood Act

The County's adopted Coastal, Lakes, River Management Element (Chapter 4) and the proposed policy revisions, do not adequately address the Peril of Flood requirements set forth in Section 163.3178 (2)(f), F.S.

Section 163.3178(2)(f), F.S., requires the redevelopment component of the Coastal Management Element in a local government's comprehensive plan to include specific criteria and standards to address flood risk in coastal areas, ensure compliance with the Florida Building Code and federal regulations, ensure compliance with the coastal construction control line established pursuant to Chapter 161, Florida Statutes, and encourage participation in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents. The County's existing Coastal, Lakes, River Management Element and the proposed amendment do not satisfy the requirements set forth in Sections 163.3178(2)(f)4. and 6., F.S., in that they do not expressly require consistency with the Florida Building Code and federal flood management regulations, and they do not encourage participation in the National Flood Insurance Program Community Rating System.

Statutory Authority: Section 163.3178 (2) (f) and Section 163.3191(1), F.S.

Recommendation: The County should revise existing policies within its Coastal, Lakes, River Management Element to address all of the Peril of Flood requirements set forth in Section 163.3178 (2)(f), F.S. Specifically, the policies should:

1. Expressly require that the development and redevelopment component be consistent with the flood resistant construction requirements in the Florida Building Code and

applicable flood plain management regulations set forth in 44 C.F.R. part 60, pursuant to Section 163.3178(2)(f)4., F.S.; and

2. Reflect the County's encouragement of participation in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for County residents, pursuant to Section 163.3178(2)(f)6., F.S.

The County should also adopt by reference the Citrus County Local Mitigation Strategy into its comprehensive plan pursuant to Section 163.3177(1)(b), F.S., to further assist the County in addressing the requirements of Section 163.3178(2)(f), F.S.

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

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SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using the Department's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://floridajobs.secure.force.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format;

_____ In the case of future land use map amendment, an adopted future land use map, in **color format,** clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity to the ORC report from the Department of Economic Opportunity.

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

From:	Plan Review
To:	Eubanks, Ray; DCPexternalagencycomments
Cc:	Plan Review
Subject:	[EXTERNAL] - Citrus County 21-03ER Proposed
Date:	Wednesday, July 14, 2021 5:14:56 PM
Attachments:	image002.png

To: Ray Eubanks, DEO Plan Review Administrator

Re: Citrus County 21-03ER – State Coordinated Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to plan.review@floridadep.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

11201 N. McKinley Drive
Tampa, FL 33612

KEVIN J. THIBAULT P.E.
SECRETARY

June 17, 2021

Mr. Joe Hochadel
Principal Planner
Land Development Division
3600 West Sovereign Path, Suite 140
Lecanto, FL 34461-8070

Subject: Citrus County Comprehensive Plan Amendment 21-03ER

Dear Mr. Hochadel:

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed the proposed amendment CPA-21-05.

Background: Citrus County has an estimated 2010 unincorporated population of 131,340 (Bureau of Economic and Business Research). Taking in 773 square miles, existing land uses are mostly conservation, agriculture, residential and vacant. State facilities traversing the county include US 19, US 41, US 98, SR 44 and SR 200.

Proposal: The purpose of this EAR based application is to comply with the requirements of F.S. 163.3191(1) and F.A.C. 73C-49, whereby, Citrus County must review the Comprehensive Plan every several years and determine if the need exists to amend its Comprehensive Plan to reflect changes in State requirements. The last evaluation and amendment were conducted in 2014. The current amendment modifies or adds existing objectives and policies in Chapter 3 - Conservation Element and Chapter 4 – Coastal, Lakes and River Management Element. Chapter 3 required a reference to the water supply plan. Chapter 4 required updating of the Coastal High Hazard Area (CHHA) maps and definition; addressing sea level rise; updating the shoreline use component; addressing working waterfronts; and updating evacuation data.

Comments: A facility of state importance, SR 200 from CR491/Lecanto Highway to the County limits has been added to Table 4-5 Critical Roadway Locations and Figure 4-6 Evacuation Roadway Network. FDOT determined proposed amendment 21-03ER has no impact on important state transportation resources or facilities within its jurisdiction, at this time.

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

Please transmit a copy of the amendment, along with the supporting data and analysis, to the District upon its adoption.

Thank you for coordinating on the review of this proposed amendment with FDOT. If you have any questions, please do not hesitate to contact me by email at Daniel.Santos@dot.state.fl.us or (813) 975-6429.

Sincerely,

Daniel C. Santos, AICP
Transportation Planning Supervisor

cc: Ray Eubanks, Plan Processing Administrator, DEO
Beau Scott, Planning Analyst, DEO
Waddah Farah, PDA Administrator, FDOT District 7
Lindsey Mineer, LGCP Coordinator, FDOT District 7

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

From: Cucinella, Josh
To: joe.hochadel@citrusbocc.com
Cc: DCPexternalagencycomments; Conservation Planning Services; Calyniuk, Cori
Subject: [EXTERNAL] - Citrus County 21-03ER (CPA-21-05)
Date: Monday, July 12, 2021 4:33:41 PM

Dear Mr. Hochadel:

Florida Fish and Wildlife Conservation Commission (FWC) staff reviewed the proposed comprehensive plan amendment in accordance with Chapter 163.3184(4), Florida Statutes. We have no comments, recommendations, or objections related to listed species and their habitat or other fish and wildlife resources to offer on this amendment.

If you have specific technical questions, please contact Cori Calyniuk at (850) 556-5948 or by email at Cori.Calyniuk@MyFWC.com. For all other inquiries, please contact our office by email at ConservationPlanningServices@MyFWC.com.

Sincerely,

Josh Cucinella
Biological Administrator II
Office of Conservation Planning Services
Florida Fish and Wildlife Conservation Commission
1239 SW 10th Street
Ocala, Florida 34471
(352) 620-7330

Citrus County 21-03ER_44726

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

From: Trisha Neasman
To: Michael F. Sherman
Cc: DCPexternalagencycomments
Subject: [EXTERNAL] - Citrus 21-3, CPA-21-05-Evaluation and Appraisal Report Based Amendments
Date: Tuesday, July 13, 2021 2:29:00 PM

The Southwest Florida Water Management District reviewed the referenced plan amendments and concluded that comments are not necessary. Thank you for the opportunity to participate in these reviews. Should you have any questions or require further assistance, please do not hesitate to contact us.

Sincerely,

Trisha Neasman

Trisha Neasman, AICP
Planning Lead, Government and Community Affairs Office
Southwest Florida Water Management District
2379 Broad Street; Brooksville, Florida 34604
(352)796-7211, ext. 4407, fax: (352)754-6749
trisha.neasman@watermatters.org

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

From: John Meyer
To: Powell, Barbara; Buford Scott; DCPexternalagencycomments; Harris, Donna; Stansbury, James; Eubanks, Ray; Rogers, Scott; James, Valerie
Subject: [EXTERNAL] - LGCPA Summary Log for June/July 2021 - TBRPC
Date: Monday, July 19, 2021 10:22:29 AM
Attachments: image001.png
image011.png
LGCPA Log_080921_4FDEM.pdf

FDEO Personnel:

I have attached the Tampa Bay Regional Planning Council's *Local Government Comprehensive Plan Amendment* (LGCPA) *Summary Log* that has been prepared in conjunction with all LGCPAs received by our agency in the proposed phase during the months of June & July 2021. Please note that I am receptive to consideration of potential edit(s) if warranted and notified by the COB on Tuesday, July 20, 2021. This *Summary Log* will be provided as informational to members of the Tampa Bay Regional Planning Council in conjunction with their August 9, 2021 meeting. Please ensure that your agency continues to reflect me as the contact person for TBRPC regarding all future LGCPAs to be submitted.

BASED ON A PRIOR CONVERSATION WITH MR. RAY EUBANKS, PLEASE NOTE THAT THE ATTACHED SUMMARY LOG MAY HAVE BEEN REVISED FROM ITS PRESENT FORM TO REFLECT ELIMINATION OF ANY/ALL SMALL-SCALE AMENDMENT(s) THAT MAY HAVE BEEN RECEIVED OVER THE TIME PERIOD SINCE THEY ARE EXEMPT FROM FDEO's REVIEW AND APPROVAL PROCESS. THEREFORE, TBRPC's NUMBERING SYSTEM MAY APPEAR NOT TO BE SEQUENTIAL.

I will continue to review all LGCPAs as expeditiously as possible but certainly within the allotted 30 day review period. You will be notified, in a timely manner, if a potential issue of inconsistency has been determined for your future LGCPA submittal(s). Otherwise, all LGCPAs will simply be documented within the Council's corresponding future Local Government Comprehensive Plan Amendment Summary Logs which will be provided to our Council members as informational in association with their respective meetings.

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

If you should have any question(s), please feel free to contact me. My contact information is provided below. However, please note that our agency remains in a "work from home" mode for the time being. As such, I do prefer to be contacted via e-mail. Thank you.

Tampa Bay LEPC , LGCP, & DRI Coordinator
Tampa Bay Regional Planning
4000 Gateway Centre Blvd
Pinellas Park, FL 33782

Government Correspondence is subject to Florida public records law

John Meyer
Tampa Bay LEPC , LGCP, & DRI Coordinator
Tampa Bay Regional Planning
Pinellas Park, FL
http://www.tbrpc.org

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report

TAMPA BAY

LOCAL GOVERNMENT COMPREHENSIVE PLAN AMENDMENT SUMMARY LOG - JUNE/JULY
(5/26/21 - 7/20/21)

TBRPC ROW	DATE RECD	JURISDICTION	SW SCALE	LG	DEO #	LOCAL GOVT REFERENCE #	TBRPC COMMENTS		TECH. ASSISTANCE COMMENTS		AMENDMENT DESCRIPTION
							Yes	No	Yes	No	
28	6/04	Pasco		✔	21-04 ESR	CPAL 21(03)		✔		✔	County proposes CPAL* to modify the FLUE* & FLUM* of their Comprehensive Plan whereby reclassifying five parcels (totaling 35.69 acres) from COM* to PD*. The proposed Amendment authorizes a Land Use Equivalency Matrix to govern conversion(s) of up to 275,000 Square Feet of COM* to the potential alternative uses of Office/Medical Office, Health Care, Light Industrial, Single- or Multi-Family Residential; Senior Retirement/Assisted Living and/or Public/Institutional at pre-determined exchange rates. The Matrix is designed to ensure that there is no increase in project traffic resulting from any/all conversion(s). The Developer has agreed to maintain a minimum amount of non-RES* uses fronting US 41. The proposal is located at 20101 Causeway Blvd. and situated north of Causeway Blvd., SW of the Roaches Run/Land O' Lakes Blvd. intersection. The amendment is referred to as "*Causeway PD*".
29	6/10	Pasco		✔	21-05 ESR	CPAL 20(11)		✔		✔	County proposes CPAL* to modify the FLUE* & FLUM* and establish a text Amendment to their Comprehensive Plan whereby reclassifying 27 parcels (totaling 303± acres) from RES-3* & ROR* to PD*. The proposed amendment would allow for development of RES* & non-RES* uses at the Meadow Pointe Boulevard's intersection with SR 54, SR 56 & Bearsley Drive in south central Pasco County. The proposals spans the segment of Meadow Pointe Blvd. from SR 54 south to the Hillsborough County line. The property is currently within an existing/approved DRI of which a rescission of the Development Order is pending. The amendment is referred to as "*Wesley Chapel Lakes*."

Item No.	Date Rec'd	Jurisdiction	5J/Rule	9J-11/13	DEO No.	Local Govt Reference #	Tribal Comments		Tech Assistance Comments		Amendment Description
							Yes	No	Yes	No	
30	6/15	Pasco		✔	21-06 ESR	CPAL 20(13)		✔		✔	County proposes CPAL* to establish a text Amendment to their Comprehensive Plan. The amendment involves a change to the verbiage associated with Subarea Policy FLU 7.1.34 and the renaming of the Subarea from "Fort King Ranch" to "Palmetto Ridge." The Amendment authorizes an increase in RES* from 1,278 to 2,500 units while retaining the non-RES* entitlements and the open space/ passive recreation area requirements. The Amendment can only proceed upon incorporation of "transportation mitigation measures" in accordance with the Timing & Phasing Analysis. The amendment is referred to as "*Palmetto Ridge*."
31	6/15	Citrus		✔	21-03 ER	CPA 21-05		✔		✔	County proposes an EAR-based amendments to modify the CE* & CLRE* of their Comprehensive Plan. The CE* Amendment adds "*a reference to the* [Regional] *Water Supply Plan*" and the CLRE* Amendment adds "*a shoreline use component, addresses working waterfronts, updates the evacuation data and Coastal High Hazard Area (CHHA) maps and definition, and addresses sea level rise.*"
32	6/18	Pasco		✔	21-07 ESR	CPAL 20(14)		✔		✔	County proposes CPAL* to establish a text Amendment to their Comprehensive Plan. The amendment to Subarea Policy FLU 7.1.12. would allow for "Service Ready Sites" within the CPEV and would constitute an increase in the amount of residential development that can be constructed initially to coincide with supporting infrastructure. "*The total residential units allowed in the CPEV remains constant at 4,500 units.*" The Amendment also removes DCA's previously-mandated requirement for affordable housing in the CPEV, consistent with exceptions granted to select Pasco County DRIs & MPUDs. The amendment is referred to as "*Central Pasco Employment Village*."
35	6/25	Pasco		✔	21-08 ESR	CPAL 20(15)		✔		✔	County proposes CPAL* to create a Subarea Policy FLU 7.1.57 and to modify the FLUM* of their Comprehensive Plan. The Amendment reclassifies the land use associated with a 20.35-acre parcel from RES*-1 to PD*. The reclassification would allow development of up to 230 RES* units and/or 10,000 sq. ft. of COM*. The parcel is located at the southwest quadrant of the Ridge Road & Tanglewood Drive intersection in western Pasco County. The amendment is referred to as "Ridge Road."

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report

ID No.	Date Rec'd	Jurisdiction	Map Amend.	Text Amend.	DEO #	Local Govt Reference	TBRPC Comments		Tech. Assistance Comments		Amendment Description
							Yes	No	Yes	No	
36	6/29	Tampa		✔	21-02 ESR	CPA 21-01		✔		✔	City proposes CPAL* to establish a text Amendment to LU Policy 1.1.2 of their Comprehensive Plan. The amendment would allow *"a proportionate weight of density and intensity (otherwise referred to as a "blend") if a site is within one or more FLU* designations, through the approval of a PD* or a PD* Alternative zoning."*
37	6/29	Tampa		✔		CPA 21-07		✔		✔	City proposes CPAL* to modify the FLUM* of their Comprehensive Plan to change the land use associated with a 1.76± acre parcel from RES*-10 and a 0.29± acre parcel from RES*-20 to R/OS*. These parcels will be combined with an already designated 14.25± R/OS* parcel. The site abuts the Hillsborough River, is located along the west side of N. 37th St, south of N. Yukon Dr. The amendment is referred to as "*Temple Crest Park*."
38	6/29	Tampa		✔	21-02 ESR	CPA 21-08		✔		✔	City proposes CPAL* to modify the FLUM* of their Comprehensive Plan to change the land use associated with a 38.92± acre parcel from P/SP* to R/OS*. The parcel is located at the SW corner of the W. Indiana Ave./N. Ola Ave. Intersection. Such redesignation of land uses would preclude COM* or RES* development "unaffiliated with park operation." The amendment is referred to as "*Woodlawn Cemetary*."
39	7/09	Temple Terrace		✔	21-01 ESR	TT/CPA 21-01		✔		✔	City proposes CPAL* to modify their FLUM* of their Comprehensive Plan to reflect a pending annexation of a 53.15± acre parcel from unincorporated Hillsborough County into the City of Temple Terrace. Albeit annexed into the City, the parcel will retain the identical land use designation (i.e. CMU*-12) and development entitlements are not expected to change. The parcel is located north of Harney Road, west of David Road and south of Temple Terrace Highway.

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report

DEO/ FDOT No.	Date Rec'd	Jurisdiction	Sm. Scale	Y / N	DEO/ FDOT #	Local Govt. Reference #	TBRPC Comments: Yes	TBRPC Comments: No	Legal Assistance Comments: Yes	Legal Assistance Comments: No	Amendment Description
40	7/19	Crystal River		✔	21-01ER	PZ21-0066/ ORD. 21-O-06		✔		✔	City proposes Amendments to the TE*of their Comprehensive Plan to reflect Multi-Modal requirements, update growth trends & future conditions and to mandate a Level of Service "D" for all City roadways by 2030. The Amendment also modifies the FLUE* to address needs through 2030 (including updates to tables, annexations & acreages) as well as incorporate modifications for consistency with the Land Development Code and add verbiage to address upcoming Civic Master Plan. Finally, the CME* is modified to reflect updated definitions for the *Coastal High Hazard Area* & the *Coastal Construction Control Line* as well as revise the data/mapping for consistency with the *Statewide Regional Evacuation Study* (2017) & *Citrus County Local Mitigation Strategy* (2020).

A/R	Agricultural/Rural
AG	Agricultural
ARE	Area Redevelopment Element
ALF	Assisted Living Facility
CBD	Central Business District
CCE	Coastal & Conservation Element
CE	Conservation Element
CG	Commercial General
CHHA	Coastal High Hazard Area
CIE	Capital Improvements Element
CIP	Capital Improvements Plan/Program
CLRE	Coastal, Lakes & Rivers Mgmt Element
CME	Coastal Management Element
CMU	Community Mixed-Use
COM	Commercial
CON	Conservation
CPA	Comprehensive Plan Amendment
CPA-L	Comp. Plan Amendment/Large Scale
CPA-S	Comp. Plan Amendment/Small Scale
DE	Drainage Element
EAR	Evaluation & Appraisal Report
EC	Employment Center
EDE	Economic Development Element
FLUE	Future Land Use Element
FLUM	Future Land Use Map
GOPs	Goals, Objectives & Policies
HE	Housing Element
I	Industrial
ICE	Intergovernmental Coord. Element
IE	Infrastructure Element
IL	Industrial Limited
INST	Institutional
LCE	Livable Communities Element
LDC	Land Development Code
LDR	Low-Density Residential
LI	Light Industrial
LOS	Level of Service
M	Manufacturing
MPUD	Master Planned Unit Development
MU	Mixed Use
NOI	Notice of Intent
O	Office
ORD	Ordinance
P/QP	Public/Quasi-Public
P/SP	Public/Semi-Public
PD	Planned Development
PFE	Public Facilities Element
PSFE	Public School Facilities Element
QCE	Quality Communities Element
R/O	Residential/Office
R/OS	Recreation/Open Space
R/O/R	Residential/Office/Retail
R&D	Research & Development
RCP	Research Corporate Park
RES	Residential
RH	Residential High
RL	Residential Low
RM	Residential Medium
RS	Residential Suburban
RU	Residential Urban
SMU	Suburban Mixed Use
TE	Transportation Element
UF	Urban Fringe

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report

Florida Department of Transportation

RON DESANTIS
GOVERNOR

11201 N. McKinley Drive
Tampa, FL 33612

KEVIN J. THIBAULT P.E.
SECRETARY

June 17, 2021

Mr. Joe Hochadel
Principal Planner
Land Development Division
3600 West Sovereign Path, Suite 140
Lecanto, FL 34461-8070

Subject: Citrus County Comprehensive Plan Amendment 21-03ER

Dear Mr. Hochadel:

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed the proposed amendment CPA-21-05.

Background: Citrus County has an estimated 2010 unincorporated population of 131,340 (Bureau of Economic and Business Research). Taking in 773 square miles, existing land uses are mostly conservation, agriculture, residential and vacant. State facilities traversing the county include US 19, US 41, US 98, SR 44 and SR 200.

Proposal: The purpose of this EAR based application is to comply with the requirements of F.S. 163.3191(1) and F.A.C. 73C-49, whereby, Citrus County must review the Comprehensive Plan every several years and determine if the need exists to amend its Comprehensive Plan to reflect changes in State requirements. The last evaluation and amendment were conducted in 2014. The current amendment modifies or adds existing objectives and policies in Chapter 3 - Conservation Element and Chapter 4 – Coastal, Lakes and River Management Element. Chapter 3 required a reference to the water supply plan. Chapter 4 required updating of the Coastal High Hazard Area (CHHA) maps and definition; addressing sea level rise; updating the shoreline use component; addressing working waterfronts; and updating evacuation data.

Comments: A facility of state importance, SR 200 from CR491/Lecanto Highway to the County limits has been added to Table 4-5 Critical Roadway Locations and Figure 4-6 Evacuation Roadway Network. FDOT determined proposed amendment 21-03ER has no impact on important state transportation resources or facilities within its jurisdiction, at this time.

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CPA-21-05
Land Development Division

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

Please transmit a copy of the amendment, along with the supporting data and analysis, to the District upon its adoption.

Thank you for coordinating on the review of this proposed amendment with FDOT. If you have any questions, please do not hesitate to contact me by email at Daniel.Santos@dot.state.fl.us or (813) 975-6429.

Sincerely,

Daniel C. Santos, AICP
Transportation Planning Supervisor

cc: Ray Eubanks, Plan Processing Administrator, DEO
Beau Scott, Planning Analyst, DEO
Waddah Farah, PDA Administrator, FDOT District 7
Lindsey Mineer, LGCP Coordinator, FDOT District 7

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

Susan K. Wright

From: Joanna L. Coutu
Sent: Wednesday, July 14, 2021 9:30 AM
To: Susan K. Wright; Amy L. Bidwell
Subject: FW: [EXTERNAL]Citrus 21-3, CPA-21-05-Evaluation and Appraisal Report Based Amendments

-----Original Message-----
From: Michael F. Sherman <Michael.Sherman@citrusbocc.com>
Sent: Wednesday, July 14, 2021 8:06 AM
To: Joanna L. Coutu <JOANNA.COUTU@citrusbocc.com>
Subject: FW: [EXTERNAL]Citrus 21-3, CPA-21-05-Evaluation and Appraisal Report Based Amendments

FYI – Good job to all.

From: Trisha Neasman <Trisha.Neasman@swfwmd.state.fl.us>
Sent: Tuesday, July 13, 2021 2:29 PM
To: Michael F. Sherman <Michael.Sherman@citrusbocc.com>
Cc: DCPexternalagencycomments@deo.myflorida.com
Subject: [EXTERNAL]Citrus 21-3, CPA-21-05-Evaluation and Appraisal Report Based Amendments

WARNING: This email originated from an external Domain DO NOT CLICK unless you recognize the sender and know the content is safe.

The Southwest Florida Water Management District reviewed the referenced plan amendments and concluded that comments are not necessary. Thank you for the opportunity to participate in these reviews. Should you have any questions or require further assistance, please do not hesitate to contact us.

Sincerely,

Trisha Neasman, AICP

Planning Lead, Government and Community Affairs Office

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

Southwest Florida Water Management District

2379 Broad Street; Brooksville, Florida 34604

(352)796-7211, ext. 4407, fax: (352)754-6749

trisha.neasman@watermatters.org <mailto:trisha.neasman@watermatters.org>

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

Susan K. Wright

From: Joseph C. Hochadel
Sent: Monday, July 12, 2021 4:35 PM
To: Susan K. Wright; Kevin K. OBrien
Subject: FW: [EXTERNAL]Citrus County 21-03ER (CPA-21-05)

FYI.

From: Cucinella, Josh <Josh.Cucinella@MyFWC.com>
Sent: Monday, July 12, 2021 4:34 PM
To: Joseph C. Hochadel <joe.hochadel@citrusbocc.com>
Cc: DCPexternalagencycomments@deo.myflorida.com; Conservation Planning Services <conservationplanningservices@MyFWC.com>; Calyniuk, Cori <Cori.Calyniuk@MyFWC.com>
Subject: [EXTERNAL]Citrus County 21-03ER (CPA-21-05)

WARNING: This email originated from an external Domain DO NOT CLICK unless you recognize the sender and know the content is safe.

Dear Mr. Hochadel:

Florida Fish and Wildlife Conservation Commission (FWC) staff reviewed the proposed comprehensive plan amendment in accordance with Chapter 163.3184(4), Florida Statutes. We have no comments, recommendations, or objections related to listed species and their habitat or other fish and wildlife resources to offer on this amendment.

If you have specific technical questions, please contact Cori Calyniuk at (850) 556-5948 or by email at Cori.Calyniuk@MyFWC.com. For all other inquiries, please contact our office by email at ConservationPlanningServices@MyFWC.com.

Sincerely,

Josh Cucinella
Biological Administrator II
Office of Conservation Planning Services
Florida Fish and Wildlife Conservation Commission
1239 SW 10th Street
Ocala, Florida 34471
(352) 620-7330

Citrus County 21-03ER_44726

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CPA-21-05
Land Development Division

Attachment: DEO & agency comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

From: Amy L. Bidwell
To: Susan K. Wright
Cc: Kevin K. OBrien
Subject: FW: [EXTERNAL]FW: DEO Response Letter
Date: Wednesday, August 25, 2021 7:41:13 AM
Importance: High

Can you please add this to the packet for CPA-21-05 for the EAR amendments.

Thank you,

Amy

From: Buford Scott <Beau.Scott@deo.myflorida.com>
Sent: Monday, August 23, 2021 9:01 AM
To: Amy L. Bidwell <Amy.Bidwell@citrusbocc.com>
Subject: RE: [EXTERNAL]FW: DEO Response Letter

Good morning Amy Bidwell.
I am letting you know, my supervisor just look at and reviewed the City's revised policy, and she said it looks good.

Beau Scott

From: Amy L. Bidwell <Amy.Bidwell@citrusbocc.com>
Sent: Friday, August 20, 2021 11:40 AM
To: Buford Scott <Beau.Scott@deo.myflorida.com>
Subject: RE: [EXTERNAL]FW: DEO Response Letter

Sounds good.

Thank you for your assistance,

Amy

From: Buford Scott <Beau.Scott@deo.myflorida.com>
Sent: Friday, August 20, 2021 11:26 AM
To: Amy L. Bidwell <Amy.Bidwell@citrusbocc.com>
Subject: RE: [EXTERNAL]FW: DEO Response Letter

Hello Amy.
Thank you for responding so quickly and providing me with the policy update.
Looks good to me, thank you.
Allow me to please forward this policy update to Barbara, so she may review it and either give her blessings, or provide any additional comments or raise any concerns.

Attachment: DEO Response Letter (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

Thank you again, we really appreciate your collaboration and time.

Sincerely,

Beau Scott, MSP

From: Amy L. Bidwell <Amy.Bidwell@citrusbocc.com>
Sent: Friday, August 20, 2021 11:17 AM
To: Buford Scott <Beau.Scott@deo.myflorida.com>
Subject: RE: [EXTERNAL]FW: DEO Response Letter

Hi Beau,

Per our conversation this morning please see the revision to the LMS adoption by reference below. Please email me back letting me know if all comments have been satisfied with the revisions I have provided.

Policy 4.16.1 The County will pursue a continuing effort to reduce hazards in accordance with the plans, programs, and activities identified in the Citrus County Local Mitigation Strategy, developed by the Citrus County Local Mitigation Strategy Working Group and Adopted by reference in this Comprehensive Plan and by the Citrus County Board of County Commissioners on August 25, 2020, by Resolution No. 2020-073.

Sincerely,

Amy L. Bidwell, MA
Senior Planner – Land Development Division
352-527-7656

From: Buford Scott <Beau.Scott@deo.myflorida.com>
Sent: Tuesday, August 17, 2021 1:51 PM
To: Amy L. Bidwell <Amy.Bidwell@citrusbocc.com>
Subject: RE: [EXTERNAL]FW: DEO Response Letter

Hello Amy, I am forwarding your email to my supervisor Barbara Powell, who is the Regional Planning Administrator who oversees Citrus County.

Beau Scott

From: Amy L. Bidwell <Amy.Bidwell@citrusbocc.com>

Attachment: DEO Response Letter (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

Sent: Tuesday, August 17, 2021 1:47 PM
To: Buford Scott <Beau.Scott@deo.myflorida.com>
Subject: RE: [EXTERNAL]FW: DEO Response Letter
Importance: High

Good afternoon,

My name is Amy Bidwell, Senior Planner for Citrus County. I am working on the EAR based amendment. Attached please find the policies for our Coastal, Lakes, and Rivers Management element.

I have addressed your comments and want to make sure that they are acceptable. Please let me know.

To your comments:

Number 1 – addressed with Policy 4.10.4B
Number 2 – addressed with Policy 4.16.2
Number 3 – addressed with…this already existed as Policy 4.16.1

Please let me know of any questions or further revisions.

Sincerely,

Amy L. Bidwell, MA
Senior Planner – Land Development Division
352-527-7656

From: Joanna L. Coutu <JOANNA.COUTU@citrusbocc.com>
Sent: Friday, August 13, 2021 1:24 PM
To: Joseph C. Hochadel <joe.hochadel@citrusbocc.com>; Amy L. Bidwell <Amy.Bidwell@citrusbocc.com>
Subject: Fwd: [EXTERNAL]FW: DEO Response Letter

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: DEO Amendment Correspondence <deoamendmentcorrespondence@deo.myflorida.com>
Sent: Friday, August 13, 2021 1:10:34 PM
To: brian.coleman@citrusbocc.com <brian.coleman@citrusbocc.com>; Joanna L. Coutu <JOANNA.COUTU@citrusbocc.com>; johnm@tbrpc.org <johnm@tbrpc.org>

Cc: Buford Scott <Beau.Scott@deo.myflorida.com>
Subject: [EXTERNAL]FW: DEO Response Letter

WARNING: This email originated from an external Domain DO NOT CLICK unless you recognize the sender and know the content is safe.

Please see attached correspondence from the Department of Economic Opportunity regarding the above comprehensive plan amendment. In addition to this electronic message, a paper copy of the letter is being mailed to the addressee. Paper copies of the attached correspondence are available upon request. Please contact the Department planner identified in the attached letter if you have any questions or concerns. Thank You

This email communication may contain confidential information protected from disclosure by privacy laws and is intended for the use of the individual named above. If the reader of this message is not the intended recipient, this is notice to you that any dissemination, distribution or copying of this communication or any attachment to it may be a violation of federal and state privacy laws. If you have received this email in error, please notify the sender immediately by return email and delete this message. Please note that Florida has a broad public records law, and that all correspondence to DEO via email may be subject to disclosure. Under Florida law email addresses are public records.

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Attachment: 4 - Chapter 4 CLRM GOP[68] including DEO comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

CHAPTER FOUR

COASTAL, LAKES, RIVER MANAGEMENT ELEMENT

GOALS, OBJECTIVES, AND POLICIES

- **GOALS, OBJECTIVES, AND POLICIES**

GOAL #4 - Preserve, protect, and enhance resources of the Coastal, Lakes, and River Areas and where appropriate, restrict development activities which would damage or destroy these resources, protect human life, and limit the public expenditure in areas subject to natural disasters.

Natural Resources

- Habitats and Wetlands

Objective 4.1 Protect native vegetative and ecological communities.

The components of this program are:

- Continued efforts to protect native vegetation and ecological communities. The primary emphasis shall be on, but not limited to, upland habitat for endangered and threatened species and other environmentally sensitive communities. The County will continue efforts to preserve and protect these communities by seeking dedications via the development process, fees-in-lieu of dedications to purchase land, and active coordination with federal, state, local, and regional agencies and/or private organizations to purchase these lands
- The adoption of standards requiring on-site preservation of native habitat implemented through the development review process

Policy 4.1.1 No subdivisions shall be approved unless all lots proposed for development contain upland areas large enough to support the proposed activity and all required buffers and preservation areas.

Policy 4.1.2 The County Land Development Code (LDC) shall contain requirements that native vegetation be utilized in required buffers, setbacks, and open spaces.

Policy 4.1.3 The County LDC shall contain requirements for filtering all runoff from lands adjacent to wetlands and water bodies.

Policy 4.1.4 Standards for signs along coastal, lakes, and river roadways and shores shall be adopted and enforced to preserve visual amenities.

- Living Marine Resources

Objective 4.2 Protect wildlife, living marine resources, and special habitats from adverse impacts of development and human activities. Continue to enforce the natural resource protection provisions in the LDC and related ordinances.

Policy 4.2.1 Coastal wildlife, living marine resources, and special habitats to include:

- Endangered, threatened, and species of special concern
- Bird Rookeries
- Bald Eagle and Osprey nesting locations
- Marine Grass Beds
- Fisheries
- Oyster Beds

Policy 4.2.2 Reserved

Policy 4.2.3 The County Land Development and Enforcement Codes shall protect wildlife; especially endangered, threatened and species of special concern.

Policy 4.2.4 Living marine resources: marine grass beds, fisheries, and oyster bars shall be protected and enhanced.

Policy 4.2.5 The unpermitted destruction of marine grass beds and oyster bars is prohibited.

Objective 4.3 Reserved

- Resource Education

Objective 4.4 Continue the ongoing program of public education to assist in the protection of estuarine, riverine, and lake natural resources.

Policy 4.4.1 The Community Development Division shall coordinate with the Division of Aquatic Services, the Marine Science Station, U.S. Fish and Wildlife Service (USFWS), and Florida Department of Environmental Protection (DEP) to prepare educational materials.

Policy 4.4.2 The educational materials shall be posted at each public access to estuarine, riverine, or lake waters and distributed to all libraries and schools. These materials shall also be posted at private/commercial access points with permission of the owner and

Attachment: 4 - Chapter 4 CLRM GOP[68] including DEO comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

may be located at strategic points throughout waterbodies where appropriate.

Land Use

- Water-dependent Land Uses

Objective 4.5 Recreational and working waterfronts including ~~W~~water dependent and water-related land uses have priority over all other land uses with exception to conservation, along shoreline areas. The ~~Generalized~~ Future Land Use Map (~~G~~FLUM) shall contain designated areas for coastal water-dependent and water-related land uses.

Policy 4.5.1 The priority ranking of shoreline land uses shall be:

- Water-dependent uses
- Water-related uses
- Non-water related uses

- Shoreline Performance Standards

Policy 4.6.3 New marinas and multi-slip docking facilities must conform to the following criteria:

- Public use marinas are only allowed in marine commercial areas
- Must provide vehicular-trailer parking and sewage pump out facilities
- All proposed parking, dry storage and non-water dependent facilities must be built on upland areas
- Hurricane contingency plans shall be approved by the Community Development Director and Director of Emergency Management
- Shall comply with all applicable County Regulations and Policies
- Coastal and riverine wetlands and grass beds shall be avoided
- Economic need and viability shall be demonstrated
- Fueling facilities shall be designed to contain spills
- Water Circulation shall be maintained
- Any environmental disruptions will be mitigated
- Shall comply with the County Manatee Protection Plan
- Placement of new marinas/multi-slip docking facilities, multifamily docking facilities, and single family docking

facilities exceeding one slip per 100 feet of shoreline shall be prohibited from designated critical habitats of the West Indian (Florida) manatee

- Construction materials used in shoreline or submerged land construction shall minimize environmental impacts and the best available technology shall be used. Examples of construction standards which are consistent with minimizing environmental impacts are: heavy grade PVC pipe filled with concrete, wood pilings minimally treated, galvanized steel or iron pilings, cantilever dock facilities, floating docks with sealed injected solid foam (may contain CFC's), and dry storage
- Pump-out facilities shall be contained in all marinas, multi-slip, and multifamily residential docking facilities, which are connected to a permitted package, or regional wastewater sewage treatment facility

Coastal, Lakes, and River Water Quality

Objective 4.7	Improvement and maintenance of estuarine and coastal riverine water quality. Water quality in the coastal area shall meet or exceed the "good" water quality index (Environmental Protection Agency [EPA] established in the 305 (b) Technical Report, DEP, 1994.) Water quality in the Lakes and River Area shall be consistent with policies of the Conservation Element.
Policy 4.7.1	No new point sources shall be permitted in waters of the Coastal, Lakes, and River Area except where mandated by the EPA and DEP.
Policy 4.7.2	Reserved
Policy 4.7.3	In order to reduce the amount of untreated stormwater effluent, the County shall prepare a strategic plan to retrofit appropriate areas.
Policy 4.7.4	The volume, velocity, and timing of river and stream flows into estuarine waters shall not be artificially altered from their long-term seasonal ranges.
Policy 4.7.5	Roadways and bridges shall not interfere with surface water flows and should be built with appropriate measures to avoid degrading water quality. Causeways shall not be built.

Attachment: 4 - Chapter 4 CLRM GOP[68] including DEO comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

Archaeological and Historic Resources

Objective 4.8	The protection, preservation, and sensitive reuse of historic resources shall be implemented through the policies below and development of a comprehensive analysis and plan by 2009.
Policy 4.8.1	The Community Development Division shall prepare a Historic and Archaeological Analysis Report in 2009.

Hurricane Evacuation

Objective 4.9	The County shall maintain or reduce hurricane evacuation times by requiring that new developments not degrade the existing evacuation Level of Service (LOS).
Policy 4.9.1	Maintain and improve the County's Hurricane Evacuation sections of the Peacetime Emergency Plan and coordinate the integration of existing evacuation deficiencies into the regional and local evacuation plans.
Policy 4.9.2	The Geographic Resources and Community Planning Division shall prepare periodic reports at least every seven years on the population at-risk for use in evacuation planning.
Policy 4.9.3	The Hurricane Evacuation Level of Service Standard for Out of County evacuation is sixteen (16) hours for a Category 5 storm event.
Policy 4.9.4	All roadway improvements along the County's evacuation network shall include practicable remedies for flooding problems.
Policy 4.9.5	No new hurricane shelters shall be located within the Category 5 hurricane evacuation area.
Policy 4.9.6	The hurricane vulnerability zone consists of the evacuation areas, from the Tropical Storm through the Category 5 Hurricane Evacuation Zone, as identified in the Storm Tide Atlas in the *2010 Statewide Regional Evacuation Study, Withlacoochee Region (SRES).*
Policy 4.9.7	Development orders issued for developments of regional impact shall contain conditions which require mitigative measures for impacts on hurricane shelter capacity and hurricane evacuation times for developments which generate a number of evacuating vehicles greater than the evacuation traffic capacity on designated

hurricane evacuation routes.

Policy 4.9.8 All proposed Comprehensive Plan Amendments and new developments within the CHHA must meet the following criteria:

- The adopted LOS for "out of county" hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale.
- A 12 hour evacuation time to shelter is maintained for a category 5 storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of a development contemplated by the proposed comprehensive plan amendment is available; or
- Appropriate mitigation is provided that will satisfy Policy 4.9.8 (a). or (b). Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of hurricane shelters and transportation facilities.
- County shall enter into a binding contract with the developer detailing any required mitigation.
- If the LOS for the host evacuees has not been established the LOS shall not exceed 16 hours for a category 5 event.

Policy 4.9.9 Citrus County shall assess and adopt regulations in the hurricane vulnerable zone which: (1) limit new development in coastal areas and additional mobile home units; and/or (2) allow new development in coastal areas provided that mitigating measures are established which do not increase hurricane evacuation times; (3) promote land acquisition; and/or (4) establish a fee in lieu program and use those funds generated by fees to support future shelter development..

Policy 4.9.10 The County shall utilize the American Red Cross (ARC) 4496 Standards for Hurricane Evacuation Shelter Selection, which includes standards for shelter location, capacity, inventory, and interior safety criteria during hurricane associated hazards.

Policy 4.9.11 The County shall conduct evacuation traffic analysis using the planned distribution of the County's buildout population. To facilitate this task, the County will utilize a transportation network modeling system. Transportation network modeling shall also be utilized to monitor the impact of large residential projects and of ongoing development on hurricane evacuation times.

Policy 4.9.12 In order to increase public awareness of hurricane hazards, the County shall provide emergency preparedness information and educational opportunities to the public.

Policy 4.9.13 Lands within hurricane vulnerable areas, particularly low-lying and shoreline areas shall be targeted for public acquisition to protect the natural and beneficial functions of floodplains.

Policy 4.9.14 The County should not improve or build public facilities which encourage growth in the Coastal High Hazard Area, except for necessary public services for existing developments or resource based recreation facilities.

Policy 4.9.15 A hurricane mitigation fund shall be established to provide the resources needed for hazard mitigation projects in the adopted Local Mitigation Strategy.

Policy 4.9.16 The County shall consider the adoption of a shelter mitigation impact fee to provide funds for construction of the additional shelter capacity needed as a result of growth.

Policy 4.9.17 All new mobile home parks and mobile home subdivisions shall be required to construct a hurricane shelter that meets ARC 4496 standards to shelter at least 70% of the residents of the subdivision. Such shelters shall not be located within the hurricane vulnerability zone. (per Policy 4.9.5) Alternatively, the developer may pay a fee to the shelter mitigation fund.

Policy 4.9.18 The County shall require all new shelters meet the ARC 4496 Shelter Guidelines as outlined in Appendix A of the Comprehensive Plan.

Post-disaster and Coastal High Hazard Area

Coastal High-Hazard Area

Objective 4.10 The County shall direct population concentrations away from the Coastal High-Hazard Area through appropriate regulations in the Land Development Code.

Policy 4.10.1 The County shall continue to amend its building codes to reflect coastal hazard concerns and the amendments to the Southern Standard Building Code.

Policy 4.10.2 New sanitary sewer facilities and on-site sewage systems in the Hurricane Surge Areas (vulnerability zone) and areas subject to freshwater flooding shall be flood proofed and equipped with back flow preventors, respectively.

Policy 4.10.3 The Coastal High Hazard Area shall incorporate all lands and

waters which lie within the Category 1 Hurricane Evacuation Zone. Such area is generally based upon the surge zone as depicted in the ~~*2010 Statewide Regional Evacuation Study, Withlacoochee Region (SRES)*~~*2014 Citrus County Evacuation Zone Map*. The Coastal High Hazard Area boundary and the Limit of Moderate Wave Action (LiMWA) shall be shown on the Land Development Code Atlas.

Policy 4.10.4 ~~Reserved~~ New development, redevelopment, and infrastructure in vulnerable areas shall use best practices to address sea level rise.

Policy 4.10.4B In order to reduce flood risk from, or associated with, the impacts related to sea-level rise, continue to promote the use of the development and redevelopment principles, strategies and engineering solutions contained in the Florida Building Code, applicable floodplain management regulations set forth in 44 C.F.R., part 60, and the Land Development Code.

Policy 4.10.5 Population concentration shall be directed away from the Coastal High Hazard Area.

Policy 4.10.6 The County shall relocate or replace infrastructure located in the Coastal High Hazard Areas to limit public losses from various events including, but not limited to, storm damage, hurricanes, severe flooding, Sea Level Rise, abandonment of facilities and/ or structures, and tornadoes.

Policy 4.10.7 Lands within hurricane vulnerable areas, particularly low-lying and shoreline areas subject to storm surge shall be targeted for public acquisition to protect the natural and beneficial functions of floodplains.

Policy 4.10.8 The LDC shall contain additional disaster preparedness requirements for new developments whose residents might have limited mobility and/or demand specialized facilities.

Policy 4.10.9 No new Institutional Occupancy uses (i.e., the use of a building or structure, or a portion thereof, in which care or supervision is provided to persons who are or are not capable of self-preservation without physical assistance or in which persons are detained for penal or correctional purposes or in which the liberty of the occupants is restricted, including, but not limited to; hospitals, nursing homes (24-hour care for 6 or more people), psychiatric hospitals, jails, detention centers, reformatories, pre-release centers and other residential restrained or supervised care facilities) shall be allowed within the Coastal High Hazard Area unless the

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location has direct access to a Principal Arterial roadway. Existing facilities shall not expand beyond the density/intensity approved as of January 01, 2004 unless an overriding public need can be demonstrated and the site directly accesses a Principal Arterial roadway.

Attachment: 4 - Chapter 4 CLRM GOP[68] including DEO comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

Policy 4.10.10	New construction or expansion of R-4 residential occupancy uses, as defined by the latest edition of the Florida Building Code, are not allowed anywhere within the Coastal High Hazard Area unless the site has direct access to a Principal Arterial roadway:
Policy 4.10.10A.	New construction or expansion of R-2 residential occupancy uses, as defined by the latest edition of the Florida Building Code, are not allowed within the Coastal High Hazard Area unless all minimum standards of the LDC are met, the proposed development is compatible with surrounding development, the development's access, internal design, and general location do not impede the evacuation of its residents or neighbors, and the project does not negatively impact area evacuation clearance times:
Policy 4.10.10B.	New construction or expansion of the R-1 and R-3 residential occupancy uses, as defined by the latest edition of the Florida Building Code, are allowed within the Coastal High Hazard Area. Existing undeveloped subdivisions and groupings of lots are encouraged to cluster dwellings rather than develop typical lots and homesites in order to minimize the overall footprint of development. Such clustering shall not increase density.
Policy 4.10.11	No new mobile home parks shall be developed within the Coastal High Hazard Area (CHHA) nor shall any existing mobile home park with the CHHA be expanded beyond the number of dwelling units approved as of January 01, 2004. Existing mobile home parks may continue and dwelling units may be maintained, repaired, or replaced as needed, appropriate, and consistent with all other provisions and ordinances. Any replacement unit shall be elevated in compliance with current regulations. No lot or parcel within the CHHA, which currently does not allow mobile homes, shall be permitted to change to allow mobile homes.

Policy 4.10.12 The County shall limit the height of structures within the Coastal High Hazard Area. Residential structures shall be limited to no more than two stories above the base flood or finished floor elevation. Areas under elevated residential structures may be used only for parking of vehicles, limited dead storage, and access to the structure, not finished living area. Nonresidential structures shall be limited to four stories above finished grade. Industrial facilities, electric power generation and transmission facilities, mining operations, agricultural operations, dry boat storage at marinas, and Seven Rivers Community Hospital are exempt from this provision. Construction or expansion of exempted facilities shall require the assurance of compatibility with surrounding development and may require additional buffers, setbacks, and similar measures.

Policy 4.10.13 Recreational Vehicle (RV) parks, campgrounds, resorts, motels, hotels, and similar temporary lodging facilities are commercial uses. Such uses shall not be allowed to convert to permanent residential uses. No increase in residential dwelling unit densities within the Coastal High Hazard Area shall be allowed.

Post-Disaster Redevelopment

Policy 4.11.8 To ensure that the property rights of current residents of the CHHA are protected, the County shall authorize redevelopment of up to the actual built density/intensity in existence on the property prior to the natural disaster notwithstanding the maximum permitted density/intensity adopted in the GFLUM and LDC Atlas. All such redevelopment shall meet current federal, state, and local construction and development review standards if feasible.

Public Access

Objective 4.12 Increase public access to Coastal, Lakes, and River shoreline areas. A public access study shall be completed ~~by 2009~~.

Infrastructure

Objective 4.13 The LOS standards, areas of service, and phasing of infrastructure in the Coastal, Lakes, and River areas shall be implemented through requirements in the Infrastructure Element and additional standards under this objective shall be incorporated in the County LDC.

Attachment: 4 - Chapter 4 CLRM GOP[68] including DEO comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

Policy 4.13.1 Infrastructure shall be available to serve the development or redevelopment in the Coastal, Lakes, and River areas at densities designated by the GFLUM and shall be consistent with coastal resource protection and the maintenance safe evacuations.

Policy 4.13.2 No development shall be permitted in the coastal area until the required infrastructure, based on adopted LOS's, are available to serve the proposed area to be development or redeveloped.

Intergovernmental Coordination

- Coastal, Lakes, and River Resources

Objective 4.14 An intergovernmental coordination mechanism shall be established to manage coastal, lakes, and river resources affecting or affected by City of Crystal River and the City of Inverness.

Policy 4.14.1 The County shall develop joint planning and management programs with the Cities of Crystal River, Inverness, Yankeetown, Inglis, and Dunnellon and the Counties of Hernando, Marion, Sumter, and Levy to:

- Ensure adequate preservation of recreational and commercial working waterfronts including water-dependent and water-related land uses
- Prevent water pollution
- Control and retrofit stormwater runoff and inadequate facilities
- Protect living marine resources
- Reduce exposure to natural hazards
- Ensure public access

- Resource Protection Plan

Objective 4.15 The County shall implement appropriate portions of existing resource management plans and establish a mechanism to coordinate with applicable agencies operating/managing resources.

Policy 4.15.1 The County shall assist and coordinate in the development and adoption of resource and management plans for natural reservations and preservation areas.

Policy 4.15.2 The Community Development Division shall continue to coordinate all proposals for change of land use, or extension of infrastructure, adjacent or through natural reservations and

preservation areas with appropriate public/private agency (ies).

Attachment: 4 - Chapter 4 CLRM GOP[68] including DEO comments (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

- Hazard Mitigation Program

Objective 4.16 The County shall minimize future losses to Citrus County residents from all disasters by reducing the risk to people and property.

Policy 4.16.1 The County will pursue a continuing effort to reduce hazards in accordance with the plans, programs, and activities identified in the Citrus County Local Mitigation Strategy, developed by the Citrus County Local Mitigation Strategy Working Group and Adopted by reference in this Comprehensive Plan and by the Citrus County Board of County Commissioners on August 25, 2020~~April 26, 2005~~, by Resolution No. ~~2005-085~~2020-073.

Policy 4.16.2 Citrus County will continue to encourage and participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for County residents.

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received on this application. The application is consistent with the Comprehensive Plan and the Land Development Code.

PROPONENT: None.

OPPONENT: None.

COMMISSION COMMENTS: None.

MOTION: The Planning and Development Commission finds application number ***CU-21-03 CONSISTENT*** with the Citrus County Comprehensive Plan and the Citrus County Land Development Code and that Board ***APPROVES WITH CONDITIONS*** the application based upon the evidence and testimony presented, and the staff report and conclusions regarding this petition. It has been determined that ***APPROVING*** the proposed Conditional Use will not adversely affect the public interest; that there is compliance with special rules governing individual conditional uses of the type involved; that the proposed development, with conditions and safeguards attached, would be generally compatible with adjacent properties and other property in the district; and that the PDC is empowered under the section of the LDC described in the application to grant this Conditional Use.

MOTION:

1st Mr. Bramblett 2nd Mr. Bass

VOTE: 7 - 0, Motion Carried

2. COMPREHENSIVE PLAN AMENDMENT

a. CPA-21-05 Evaluation and Appraisal Report (EAR) Amendments

STAFF CONTACT: Amy Bidwell, Senior Planner, Land Development Division

In accordance with the requirements of Florida Statutes, Citrus County must review the Comprehensive Plan at least every seven years and determine if the need exists to amend the Comprehensive Plan to reflect changes in State requirements. The last evaluation and amendment were conducted in 2014. The Comprehensive Plan was evaluated in 2020 and was determined that amendments were necessary to reflect changes in State requirements.

The Department of Economic Opportunity (DEO) was notified of this determination in June 2020. Pursuant to Florida Statutes, amendments are to be prepared and transmitted no later than one year from the date of notification. The EAR based amendments must be transmitted no later than July 1, 2021.

Attachment: April 15, 2021, PDC minutes (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

The review of the Comprehensive Plan indicated amendments was required to Chapter Three, Conservation Element, and Chapter Four, Coastal, Lakes and Rivers Management Element, to reflect current Statutes and guidelines. Chapter Three required a reference to the water supply plan. Chapter Four required updating of the Coastal High Hazard Area (CHHA) maps and definition; addressing sea level rise; updating the shoreline use component; addressing working waterfronts; and updating evacuation data.

Ms. Bidwell explained that Chapter Three required a reference to the Regional Water Supply Plan (RWSP) that is conducted by the Southwest Florida Water Management District (SWFWMD). Currently the Comprehensive Plan cites the Withlacoochee Regional Water Supply Authority (WRWSA). The amendment to Chapter Three is to incorporate language to reflect the inclusion in and cooperation with the RWSP. The most recent 10-year update to the SWFWMD NW Region RWSP was approved in November 2020. The new study will be reviewed and incorporated into the Citrus County Water Master Plan for Citrus County Utilities. Ms. Bidwell also explained the amendments to the Objectives for Chapter Three regarding deleting WRWSA and replacing it with RWSP.

Ms. Bidwell explained the required amendments to Chapter Four. One of the amendments was to update the Coastal High Hazard Area (CHHA) maps and definition. The definition used in the Comprehensive Plan of a coastal high hazard area is also defined in the Florida Statutes. It has been determined to further describe and identify the Coastal High Hazard Area. The Special Flood Hazard Areas (SFHAs) along the coasts have additional hazards due to wind and wave action. These areas are identified on Flood Insurance Rate Maps (FIRMs) as zones V and VE. In 2021, Citrus County Coastal FIRM flood maps were updated to include a line called the Limit of Moderate Wave Action (LiMWA). The LiMWA is a generalized line that further delineates the CHHA and impacts the development and redevelopment of the current CHHA. Ms. Bidwell's presentation included the updated CHHA map that reflects the Coastal FIRM updates and the LiMWA line. The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Another update to Chapter Four was to address sea level rise. The amendment included providing a definition of Sea Level Rise as it is defined in the FEMA Coastal Flood Risk Study. Ms. Bidwell further explained the addition to the Policies for Chapter Four to include the LiMWA be shown on the Land Development Code Atlas and that new development, redevelopment and infrastructure in vulnerable areas shall use best practices to address sea level rise.

Attachment: April 15, 2021, PDC minutes (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

Chapter Four was also updated to include the shoreline use and working waterfront language to include working waterfronts and marinas. This relates to recreational and commercial, water-dependent and water-related land uses.

Evacuation data in Chapter Four was updated to reflect the removal of the Withlacoochee Regional Planning Council (WRPC) data from 2004. The current maps and tables are in the Comprehensive Plan, but the source was updated to reflect the sources as they were created inhouse by the Citrus County Office of Emergency Management and the Geographic Information Systems (GIS) department. In late 2020, the GIS department received the updated SLOSH data and models from the Tampa Bay Regional Planning Council. GIS conducted a quick analysis of the current evacuation zones and the new data. They noted that there will be approximately 350 parcels affected (parcels moved from an evacuation zone level B to an evacuation zone level A).

COMMISSION QUESTIONS:

Ms. Worthington inquired if the Comprehensive Plan is amended every time the FIRM maps are updated. Ms. Bidwell stated that the FIRM maps are not in the Comprehensive Plan.

Mr. Bass asked about who would be notifying the owners of the parcels that are being affected by the changing of the evacuation zones. Ms. Bidwell stated that Emergency Management would notify the owners. Mr. Bass offered the suggestion of stating the current FIRM maps instead of stating a specific year so amendments would not have to be made often in the Comprehensive Plan.

Mr. Barmes requested clarification of the timeline for GIS to prepare the evacuation maps. Ms. Bidwell explained that GIS was preparing the maps as quickly as possible with the current data that they received and that the maps would be provided to Emergency Management for their analysis.

Ms. Bidwell added that she had provided a copy of the proposed amendments to DEO for a preview/technical assistance review. She stated that she had not received their comments yet.

COMMISSION COMMENTS:

Mr. Facemyer stated that the Board requested minor amendments to the language in Chapter Three. Mr. Bramblett noted that the revision was to the language in Objective 3.7.

Ms. Worthington noted the change to the FIRM maps not being dated; to use the wording “current FIRM maps”.

Attachment: April 15, 2021, PDC minutes (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

MOTION: The Planning and Development Commission finds application number ***CPA-21-05 CONSISTENT*** with the Citrus County Comprehensive Plan and Citrus County Land Development Code and that this Board recommends ***APPROVAL*** of the application to the Board of County Commissioners based upon the evidence and testimony presented, and the staff report and conclusions regarding this petition.

MOTION:

1st Mr. Stone 2nd Mr. Barmes

VOTE: 7 - 0, Motion Carried

J. ADDITIONAL ITEMS:

There is no meeting on May 6, 2021. The next PDC meeting is May 20, 2021.

K. PLANNING AND DEVELOPMENT COMMISSION MEMBER COMMENTS: None.

L. ADJOURN

The Planning and Development Commission adjourned at 10:45 a.m.

Respectfully submitted,

Cheryl Burton, Recording Secretary

Attachment: April 15, 2021, PDC minutes (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

PM2-21-91

DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
2021 COMPREHENSIVE PLAN AMENDMENT
STAFF FINDINGS REPORT
TO THE
BOARD OF COUNTY COMMISSIONERS

APPLICATION NUMBER: CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments

DATE: August 20, 2021

PREPARED BY: Amy Bidwell, Senior Planner, Land Development Division AB

OVERVIEW:

The purpose of this application is to comply with the requirements of F.S. 163.3191 (1) and F.A.C. 73C-49, whereby, Citrus County must review the Comprehensive Plan and determine if the need exists to amend the Plan to reflect changes in State requirements.

The amendment modifies or adds existing objectives and policies in the following Elements:

- Conservation Element (Chapter 3)
- Coastal, Lakes and River Management Element (Chapter 4)

This application was heard by the BCC on June 8, 2021 and approved for transmittal to the Department of Economic Opportunity (DEO) for formal review. Comments are provided with this staff report

PLANNING AND DEVELOPMENT COMMISSION (PDC) RECOMMENDATION:

The Planning and Development Commission (PDC) discussed this application on April 15, 2021. The PDC recommended approval of the proposed request to amend various elements of the Citrus County Comprehensive Plan with minor adjustments to language.

The PDC found that the application is consistent with the requirements of the LDC and consistent with the Comprehensive Plan. Granting this request will not adversely affect the public interest, provided adherence to the language as proposed.

A technical assistance review of the proposed amendments was provided to the Department of Economic Opportunity (DEO) and comments are provided with this staff report.

AB/cb

Attachment: BCC adoption staff report (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

Attachment: Table indicating statutory changes reflected in amendment (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

Updates and additions

Conservation Element (Chapter 3):

- Pp. 3-96 The County ~~should~~ will continue to ~~assist the~~assist the district in the implementation of the Regional Water ~~Shortage~~ Supply Plan. In 1997, the Florida Legislature significantly amended Chapter 373, F.S., to include specific regional water supply planning requirements for the Water Management Districts (WMDs). The statutes were revised to require the preparation of a Districtwide Water Supply Assessment; the designation of one or more water supply planning regions within each district; and the preparation of a Regional Water Supply Plan (RWSP) ~~for any planning regions where sources of water were determined to be inadequate to meet future demands.~~ The statute requires the reassessment of the need for a RWSP every five years, and that each RWSP shall be based on a minimum 20-year timeframe (Section 373.0361, F.S.). In response to the amended statutes, the District completed a Water Supply Assessment in 1998 that quantified water supply needs through the year 2020 and identified areas where future demand could not be met with traditional groundwater sources (SWFWMD, 1998). A 2020 update to the RWSP is forthcoming and an update to Citrus County's water supply plan will be completed. In addition, the County should provide specific measures for local concerns and conservation programs.

- **Objective 3.7** The County, with ~~assistance~~ direction from the ~~WRWSA~~ RWSP and assistance of SWFWMD, shall maintain estimates, project demands, and available water supplies for the planning period.

- **Policy 3.7.1** The County shall establish a program in coordination with the SWFWMD and the ~~WRWSA~~ RWSP to estimate and project needs and sources for a ten-year period based on the demands for use and the quantity and quality of water available to meet demands.

- **Objective 3.8** The County shall implement water conservation and reuse options using the policies and techniques as outlined in the 10 year Regional Water Supply Plan ~~Water Supply Facilities Work Plan.~~

Coastal Lakes and River Management Element (Chapter 4):

- Coastal High Hazard Area (CHHA) maps and definition 163.3178 (2) (h)

Attachment: Table indicating statutory changes reflected in amendment (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

- **Definition**: "Coastal High Hazard Area" (CHHA): The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. (Florida Statutes, Section 163.3178) These Special Flood Hazard Areas (SFHAs) along the coasts have additional hazards due to wind and wave action. These areas are identified on current Flood Insurance Rate Maps (FIRMs) as zones V and VE. In 2021 Citrus County Coastal FIRM flood maps were updated to include a line called the Limit of Moderate Wave Action (LiMWA). The LiMWA marks the inland limit of the "Coastal A Zone"— the part of the coastal SFHA referenced by building codes and standards where wave heights can be between 1.5 and 3 feet during a base flood event.

- "Sea Level Rise" An increase in sea level caused by a change in the volume of the world's oceans and changes in local ground elevations. Sea level rise leads to increased frequency and depth of flooding in coastal areas. (FEMA Coastal Flood Risk Study)"

- **Policy 4.10.3** The Coastal High Hazard Area shall incorporate all lands and waters which lie within the Category 1 Hurricane Evacuation Zone. Such area is generally based upon the surge zone as depicted in the ~~2010 Statewide Regional Evacuation Study, Withlacoochee Region (SRES)~~2014 Citrus County Evacuation Zone Map. The Coastal High Hazard Area boundary and the Limit of Moderate Wave Action (LiMWA) shall be shown on the Land Development Code Atlas.

- **Policy 4.10.4** ~~Reserved~~ New development, redevelopment, and infrastructure in vulnerable areas shall use best management practices to address sea level rise.

- Policy 4.10.4B In order to reduce flood risk from, or associated with, the impacts related to sea-level rise, Citrus County will continue to promote the use of the development and redevelopment principles, strategies and engineering solutions contained in the Florida Building Code and the Land Development Code.

- **Policy 4.10.6** The County shall relocate or replace infrastructure located in the Coastal High Hazard Areas to limit public losses from various events including, but not limited to, storm damage, hurricanes, severe flooding, Sea Level Rise, abandonment of facilities and/ or structures, and tornadoes.

- **Water-dependent Land Uses**
- **Objective 4.5** Recreational and working waterfronts including water dependent and water-related land uses have priority over all other land uses with exception to conservation, along shoreline areas. The ~~Generalized~~ Future Land Use Map (~~G~~FLUM) shall contain designated areas for coastal water-dependent and water-related land uses.

- **Public Access**
- **Objective 4.12** Increase public access to Coastal, Lakes, and River shoreline areas. A public access study shall be completed ~~by 2009~~.

- **Policy 4.14.1** The County shall develop joint planning and management programs with the Cities of Crystal River, Inverness, Yankeetown, Inglis, and Dunnellon and the Counties of Hernando, Marion, Sumter, and Levy to:
    - Ensure adequate preservation of recreational and commercial working waterfronts including water-dependent and water-related land uses
    - Prevent water pollution
    - Control and retrofit stormwater runoff and inadequate facilities
    - Protect living marine resources
    - Reduce exposure to natural hazards
    - Ensure public access

- **Evacuation**
- Evacuation data in Chapter 4 has been updated throughout to reflect the removal of the Withlacoochee Regional Planning Council data from 2004.
- The current Maps and tables were updated to reflect the correct source Citrus County GIS and Office of Emergency Management, and the date of 2014.
- GIS received updated Surge Data from Tampa Bay RPC in late 2020.
- When the newly received data and analysis has been finalized and the new maps and data tables are created, they will be incorporated into the Comprehensive Plan.

Attachment: Table indicating statutory changes reflected in amendment (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

Attachment: Table indicating statutory changes reflected in amendment (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

review standards are contained in the LDC for the protection and preservation of significant sites.

4. Resource Protection

Currently, only Yulee Sugar Mill Ruins and Crystal River Indian Mounds are protected by Federal status (refer to Recreation and Open Space Element for location). This protection status is referred to as the National Register of Historic Sites and Places (National Historic Preservation Act of 1966 - P.L. 87-665 and Executive Order 11593).

All other sites are protected by the review standards contained in the LDC. The Florida Archives and History Act, Section 267, F.S., provides misdemeanor penalties for appropriating, destroying or altering an archaeological site on State lands without permission. In addition, Section 380, F.S., provides a measure of protection through the Development of Regional Impact Review process.

E. Hurricane Evacuation

1. Current Program

The current program for planning, managing, and enforcing Hurricane Evacuations is administered by the Sheriff's Department, Office of Emergency Management. The roles and responsibilities of each County department are defined in the Citrus County Emergency Operations Plan.

Authority for implementation of emergency management procedures is provided in an ordinance adopted by the Board of County Commissioners (BCC). The Citrus County Emergency Procedures Ordinance was adopted on May 28, 1991 (Ordinance No. 91-04) pursuant to Ch. 252 Florida Statutes. It addresses natural or man-made disasters, emergencies, designation of authority and succession, and empowers the designation of a local state of emergency.

Specifically, Ord. 91-04 authorizes emergency measures including:

- Expenditure of funds, distribution materials and supplies
- Provide emergency assistance to victims of any emergency
- Direct and coordinate plans and programs for emergency management
- Appoint personnel for assistance
- Established emergency operation centers
- Request for state assistance
- Waive procedures for appropriation and expenditure of public funds, employment, acquisition of supplies, equipment and materials

2. Coastal Evacuation

The information in this section is taken from the ~~*2010 Statewide Regional Evacuation Study: Withlacoochee Region (SRES* *2014 Evacuation Zone Map)*~~ prepared by ~~the Withlacoochee Regional Planning Council (WRPC) and the Florida Division of Emergency Management~~Citrus County Office of Emergency Management and GIS. This report, which replaces the *WRPC Hurricane Evacuation Study (2004)*, contains updated population and land use data and represents a quantitative, statewide standardized study across Florida. The major components of the study include an analysis of hazards, vulnerability, demographics, behavioral factors, transportation, and other factors important to emergency preparedness. The ~~SRES~~ forthcoming 2020 Evacuation study conducted by the Tampa Bay Regional Planning Council (TBRPC) ~~Evacuation Map~~ will contain~~s~~ an updated detailed analysis of potential evacuation from coastal storms and hurricanes, inland flooding, and wildfires. The complete ~~SRES~~ Evacuation Zone data ~~report is~~ will be placed on file in the Department of ~~Planning and Development~~ Growth Management and GIS.

a. Hurricane Hazards

The principal tool used to predict the expected hazards from hurricanes affecting the region is the Sea, Lake and Overland Surges from Hurricanes (SLOSH) numerical storm surge prediction model. The SLOSH model predicts the storm surge heights that result from hypothetical hurricanes with selected various combination of pressure, size, forward speed, track, and winds. Additional technical information on the hurricane analysis models can be found in the SRES report which also provides a description of the various hazards from hurricanes including high wind speeds, storm surge on the coastline, and freshwater flooding.

The intensity of a storm is measured by the Saffir-Simpson scale of hurricane intensities. Refer to Table 4-2, Saffir-Simpson Hurricane Wind Scale. Tropical storm winds range from 39 to 73 mph. A tropical storm becomes a hurricane when the one-minute average speed of 74 mph is reached. Damage from high wind increases exponentially for each storm category. Any hurricane force wind can create a significant amount of structural, agricultural, or projectile damage. Tornadoes are another hazard spawned by high wind conditions. Mobile homes are particularly vulnerable to damage from high winds.

Attachment: Table indicating statutory changes reflected in amendment (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

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TABLE 4-2
SAFFIR-SIMPSON HURRICANE WIND SCALE

Hurricane Category	Sustained Wind Speeds	Potential Damage
1	74-95 mph	Very dangerous winds will produce some damage
2	96-110 mph	Extremely dangerous winds will cause extensive damage
3	111-130 mph	Devastating damage will occur
4	131-155 mph	Catastrophic damage will occur
5	156 mph and above	Catastrophic damage will occur

Source: Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014

Storm surge is a potential threat on the coastline of Citrus County. The SLOSH analysis indicates that a storm surge could affect properties a distance of up to 10.5 miles from the coastline. Populated areas that are subject to possible storm surge include the City of Crystal River, Chassahowitzka, Ozello, and Homosassa.

Freshwater flooding is also a potential problem in a hurricane event because a storm can bring up to 6 to 12 inches of rainfall in a 24-hour period causing widespread flooding. Such flooding can block evacuation routes in advance of the storm, and create barriers to safe return after the storm. Contamination to drinking water supplies is also a threat.

b. Hurricane Vulnerability

As part of the regional study, all coastal areas were mapped using remote-sensing LIDAR (Light Imaging Detection and Ranging). The SLOSH model was used to predict the magnitude of storm surge for various scenarios of storm strengths and directions and to map storm surge inundation areas. Refer to Figure 4-4. Based on these areas of inundation, evacuation zones were established, the population at risk was determined for various hurricane intensities, and the facilities vulnerable to hurricane related flooding were identified.

The population at risk is defined as the number of persons that must be evacuated from the hazards of a tropical storm or hurricane. Using the SLOSH model, the entire population in the potential storm tide area is calculated and then classified according to five evacuation levels (evacuation levels A, B, C, D and E) that correspond to the five categories of hurricane on

the Saffir-Simpson Hurricane Scale. The evacuation zones are defined by the Citrus County Office of Emergency Management based on the expected inundation areas and logical boundaries. All mobile homes and RV units are considered at risk even in areas not vulnerable to storm tide because they are vulnerable to hurricane force winds. Potential storm tide heights were also estimated as shown in Table 4-3.

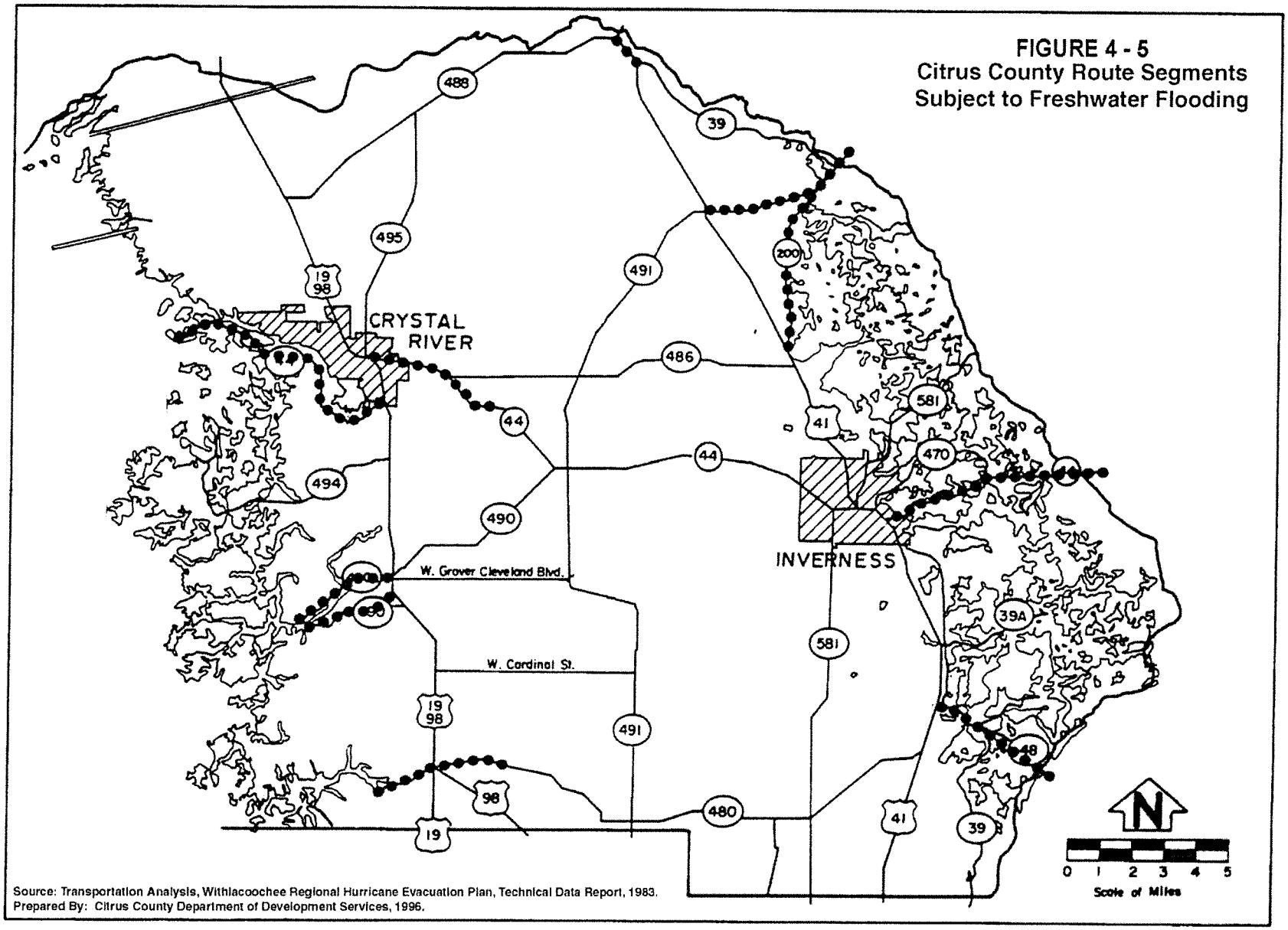
In every evacuation there are residents who choose to evacuate even though they are not located in a surge vulnerable area or in a mobile home or RV. The phenomenon is termed "shadow evacuation" and has been documented in behavioral studies on hurricane evacuation. There are also a percentage of the population at risk that do not evacuate even though they are deemed to be at risk. The *2010 Statewide Regional Evacuation Study, Withlacoochee Region (SRES)* contains planning assumptions to assist in development of anticipated evacuating populations under different storm scenarios. For planning purposes, the "Base Scenario" is used which represents 100% participation of population at risk plus "shadow evacuation". The Base Scenario is considered the "planning scenario", and is the more conservative estimate which will be used for growth management purposes. According to the SRES, the difference between the population at risk and the actual evacuating population can be as much as 20% to 40%.

TABLE 4-3
POTENTIAL STORM TIDE HEIGHT
CITRUS COUNTY
(IN FEET ABOVE NAVD88)

Storm Strength Category	Potential Storm Tide Height
1	4.8-10.8
2	12.4-19.9
3	19.0-25.1
4	25.5-32.3
5	30.1-41.3

Source: Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study, Table IV-1.
Prepared by: Citrus County Geographic Resources ~~and Community Planning Division, 2012~~2014

Attachment: Table indicating statutory changes reflected in amendment (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)



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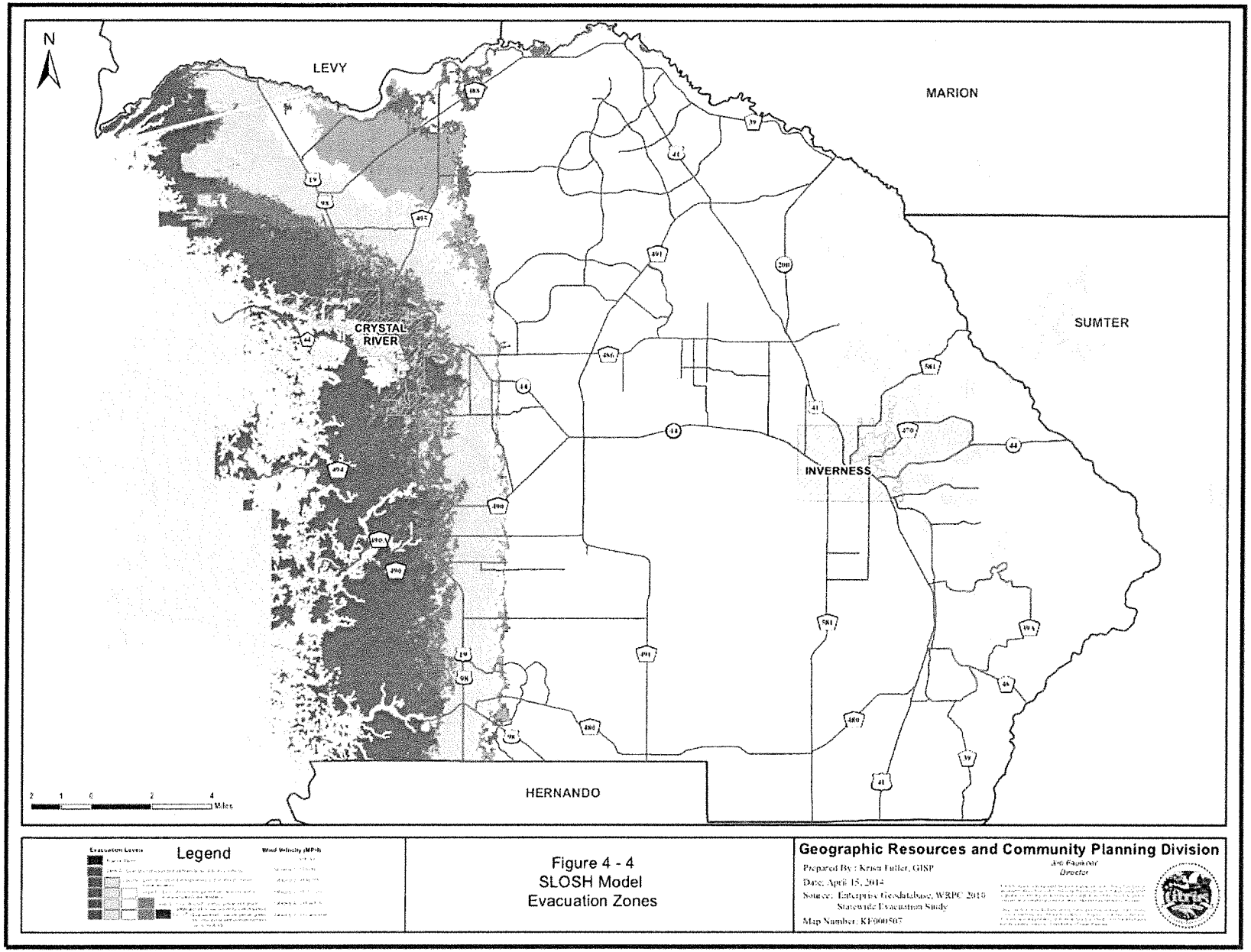

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c. Roadway Network and Clearance Times

The hurricane evacuation routes involve all the major roadways in Citrus County and are shown in Figure 4-6. The regional road network is also presented in Figure 4-6.

With the onset of a storm there is danger from both surge and freshwater flooding. Because roadways are the main concern for residential evacuation, the elevation of the roads along with the depth of water that can possibly occur is important. This information can provide the emergency manager with a tool to order evacuations in a timely manner. Evacuation routes that will easily deteriorate due to surge or freshwater flooding may be subject to early closures and rerouting.

Citrus County's coastal lowlands provide for a large number of roads that could be affected by surge flooding. The County's extensive coastal keys create a large area for surge inundation. The eastern boundary of the county will experience the greatest amount of freshwater flooding within Lake Tsala Apopka's broad reach. Each of the roads in Table 4-5 is expected to be inundated with water. (Information based on FEMA Flood Insurance Rate Maps.)

The WRPC has conducted extensive analysis of the regional road network and has used a transportation model to determine the trip generation/distribution of evacuation trips and the resulting clearance times. Calculated clearance times are used by emergency managers to help determine when to order an evacuation order. Clearance time is the time required for evacuees to secure their homes and prepare to leave, then spent by all vehicles traveling along the evacuation route network, and the additional time spent on the road caused by traffic road congestion. For Citrus County in the 2015 time period, the clearance time to shelter ranges from 12.5 hours to 14.0 hours depending on the evacuation level required. The regional clearance time is between 14.5 and 20.0 hours. Refer to Table 4-4, 2015 Clearance Time for Base Scenario.

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TABLE 4-4
2015 CLEARANCE TIMES FOR BASE SCENARIO (HOURS)
CITRUS COUNTY

	Evacuation Level A	Evacuation Level B	Evacuation Level C	Evacuation Level D	Evacuation Level E
Clearance time to shelter	12.5	13.0	13.0	14.0	14.0
In-County Clearance Time	13.5	13.5	14.5	16.5	19.0
Out of county Clearance Time	13.5	14.0	14.5	17.5	19.0
Regional Clearance Time	14.5	14.5	15.5	18.5	20.0

Source: Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study, Table ES-12.
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014

Note:
Base scenario, 2015
This information is valuable for the emergency officials and the FDOT in improving the flow of evacuation traffic. For example, it can be used to adjust the traffic signal timing patterns to provide maximum green time for evacuating vehicles. Fuel requirements along major routes can be estimated, and intelligent transportation system technology can be deployed to provide better monitoring and notification of traffic conditions.

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TABLE 4-5
CRITICAL ROADWAY LOCATIONS

US 19 from CR 488/Dunnellon Road to out of county (Cross Florida Barge Canal)

SR 44/Gulf to Lake Highway from intersection with CR490/Homosassa Trail to CR491/Lecanto Highway

SR 200 from CR491/Lecanto Highway out of County

US 19 from CR44 to SR 44/5 Street (northbound into Crystal River)

US 19 from SR 44/5 Street to CR 495/Citrus Avenue (downtown Crystal River)

US 19 from CR495/Citrus Avenue to CR 488/Dunellon Road (northbound out of Crystal River)

SR 44/Gulf to Lake Highway from CR 581/Pleasant Grove Road to US 41 (Inverness)

US 41 from SR 44/Gulf to Lake Highway to intersections with SR 44 eastbound traffic (Inverness)

SR 44/Gulf to Lake Highway from US 41 to out of county and I-75

Source: ~~Withlacoochee Regional Planning Council, Withlacoochee Hurricane Evacuation Study, 2004~~. Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study
Prepared by: Citrus County Division of ~~Community Development~~ GIS, ~~2004~~ 2014.

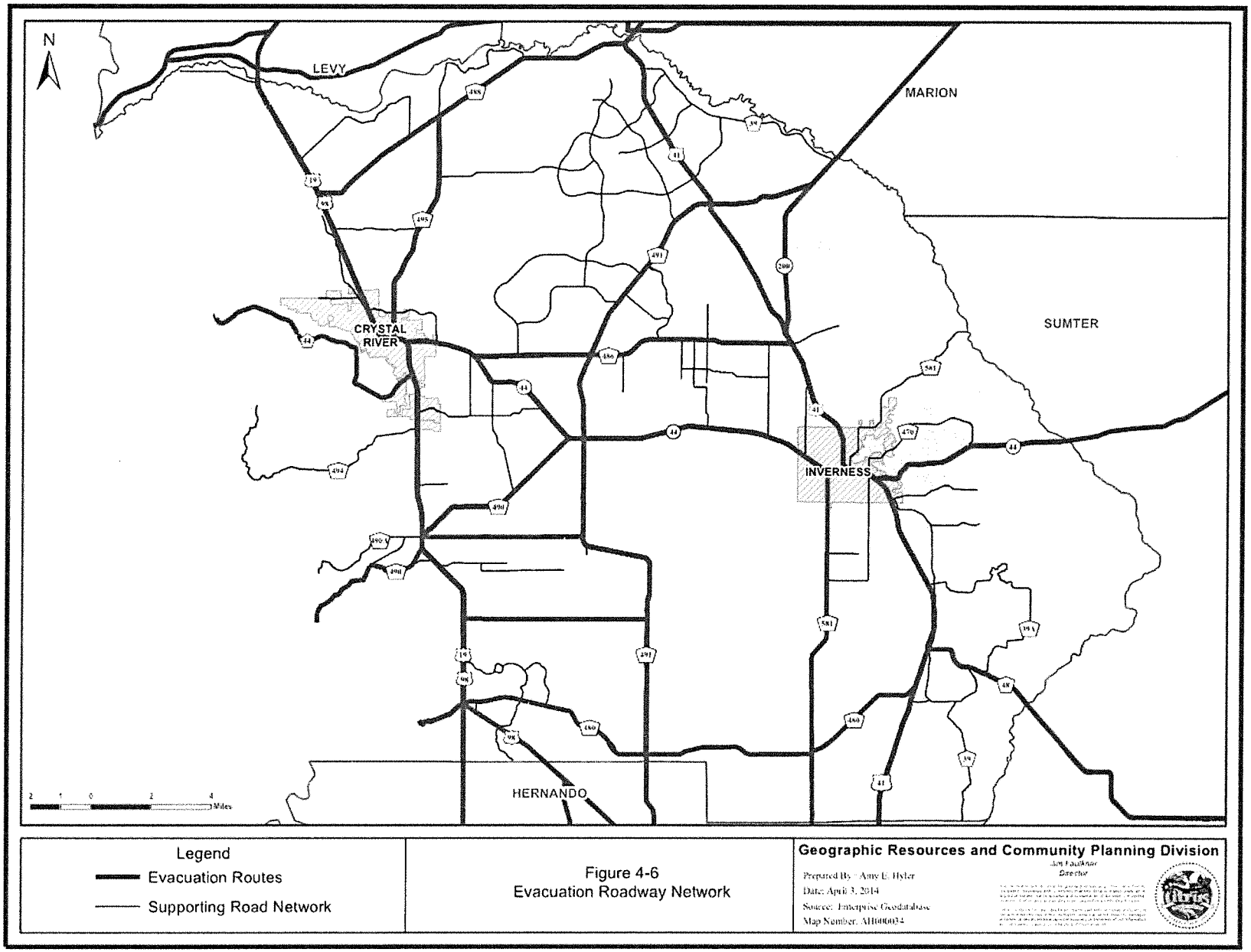

Figure 4-6 Evacuation Roadway Network

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d. Housing and Population Data

Census data on population and housing were used in conjunction with Geographic Information Systems (GIS) to map the location of the population at risk. It is assumed that persons living in areas flooded by storm surge should be evacuated. This includes permanent residents, in single family, multifamily, and mobile home units, as well as, tourists staying in hotels/motels, condominiums, and rental units in storm surge vulnerable areas. In Evacuation Zone A, an estimated 23,042 persons are at risk residing in site built and mobile homes. Refer to Table 4-6.

TABLE 4-6
2015 POPULATION-AT-RISK
FROM HURRICANES BY EVACUATION LEVEL
CITRUS COUNTY

	Evacuation Zone A	Evacuation Zone B	Evacuation Zone C	Evacuation Zone D	Evacuation Zone E
Site Built Homes	16,100	8,268	1,445	3,549	2,144
Mobile/Manuf. Homes	6,942	4,802	976	1,238	792
Total	23,042	13,070	2,421	4,787	2,936

Source: Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study, Table IV-6.
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014
Note:
Population figures are not inclusive, meaning figures listed for a higher zone are not included in the lower zone.

e. Shelter Capacity

The emergency shelter inventory for Citrus County is comprised of public schools, churches, and public buildings. Refer to Table 4-7. Only a small percentage meets the American Red Cross Standards (ARC) for shelter construction. Table 4-7 provides the location of the Citrus County Special Needs Shelters. The hotel availability is also shown in Table 4-8.

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TABLE 4-7
CITRUS COUNTY EVACUATION SHELTERS

NAME	ADDRESS	CITY	PET FRIENDLY	SPECIAL NEEDS
PRIMARY SHELTERS				
Central Ridge Elementary	185 W. Citrus Springs Blvd.	Citrus Springs	No	No
Citrus High School	600 W. Highland Blvd	Inverness	No	No
Citrus Springs Elementary School	3570 W. Century Blvd	Citrus Springs	No	No
Citrus Springs Middle School	150 W. Citrus Springs Blvd.	Citrus Springs	No	No
Crest School	2600 S. Panther Dr.	Lecanto	No	No
Floral City Elementary School	8457 E. Marvin Street	Floral City	No	No
Forest Ridge Elementary School	2927 N. Forest Ridge Blvd.	Hernando	No	No
Hernando Elementary School	2353 N. Croft Road	Hernando	No	No
Inverness Middle School	1000 Middle School Dr.	Inverness	No	No
Inverness Primary School	206 S. Line Street	Inverness	No	No
Lecanto High School	3810 W. Educational Path	Lecanto	No	No
Lecanto Middle School	3800 W. Educational Path	Lecanto	No	No
Lecanto Primary School	3790 W. Educational Path	Lecanto	Yes	No
Pleasant Grove Elementary	630 Pleasant Grove Road	Inverness	No	No
Renaissance Center	3630 W. Educational Path	Lecanto	No	Yes
Rock Crusher Elementary	814 S. Rock Crusher Road	Homosassa	No	No
Withlacoochee Technical Institute	1201 W. Main Street	Inverness	No	No

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TABLE 4-7 - continued
CITRUS COUNTY EVACUATION SHELTERS

NAME	ADDRESS	CITY	PET FRIENDLY	SPECIAL NEEDS
SECONDARY SHELTERS				
Beverly Hills Lions Club	72 Civic Circle	Beverly Hills	No	No
Calvary Chapel Inverness	960 S. US Hwy 41	Inverness	No	No
Central Florida Community College	3800 S. Lecanto Hwy.	Lecanto	No	No
First Assembly Church	4201 S. Pleasant Grove Road	Inverness	No	No
First Baptist Church	8545 E. Magnolia	Floral City	No	No
First Baptist Church of Crystal River	700 N. Citrus Avenue	Crystal River	No	No
First Baptist Church of Inverness	123 S. Seminole Avenue	Inverness	No	No
First Christian Church	1005 Hillside Court	Inverness	No	No
First Lutheran Church	1900 W. Highway 44	Inverness	No	No
First Presbyterian Church	206 Washington Avenue	Inverness	No	No
First United Methodist Church of Inverness	3896 S. Pleasant Grove Rd.	Inverness	No	No
Floral City Community Center	8370 E. Orange Avenue	Floral City	No	No
Good Shepherd Lutheran Church	439 E. Norvell Bryant Hwy.	Hernando	No	No
Highlands Emergency Center	4325 S. Little Al Point	Inverness	No	No
Hope Evangelical Lutheran Church	9425 N. Citrus Springs Blvd.	Citrus Springs	No	No
Main Street Baptist Church	960 S. Highway 41	Inverness	No	No
Mt. Olive Missionary Baptist Church	2105 N. Georgia Rd.	Crystal River	No	No
New Church Without Walls	3962 N. Roscoe Rd.	Hernando	No	No
Our Lady of Fatima	550 S. Highway 41	Inverness	No	No
Riverside Christian Church	7771 N. Carl G. Rose Hwy	Hernando	No	No
St. Elizabeth Anne Seton Hall	1180 Country Club Blvd.	Dunnellon	No	No
St. Margaret Episcopal Church	114 N. Osceola Avenue	Inverness	No	No
V.F.W. Leroy Rooks	1930 S. Highway 200	Hernando	No	No

Source: Citrus County Sheriff's Office, Emergency Management
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014

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TABLE 4-8
HOTEL AVAILABILITY
IN HURRICANE EVACUATION SCENARIOS

Storm Surge Area Category	Room Availability
Tropical Storm	695
1	108
2	16
3	77
4	9
5	0
TOTAL	**905**

Source: Withlacoochee Regional Planning Council, Withlacoochee Hurricane Evacuation Study, 2010
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014

3. Shelter Capacity Needs Assessment

As required by Statute, the Florida Department of Community Affairs has prepared a Statewide Emergency Shelter Plan. (Section 235.26(8)(b) Florida Statutes). This plan is updated biennially to address current availability of shelter space for each county and submitted to the Governor and Cabinet for approval.

Shelter space is identified as two categories: At Risk Shelters are used for persons within the county that need to remain in a shelter throughout a storm event. These shelters are designed to meet the standards of ARC 4496 Shelter Criteria. (American Red Cross) Host Shelters are ones that may be opened in an event that calls for mass evacuation from another area of the State. These shelters do not have to meet the rigid criteria of ARC 4496 to withstand hurricane force winds. Host or other non-ARC 4496 approved shelters may also be used when a localized event occurs such as flooding or evacuation due to a fire or hazardous material spill.

Shelters typically are schools and other publicly owned buildings. If new construction is not designed to meet the ARC 4496 requirements, we must retrofit existing buildings to meet these standards. The cost of retrofitting a structure is often higher and the project more difficult than if the work is done during original construction. In addition, one rarely achieves the highest capacity when retrofitting and often falls short of funding for necessary things such as generators.

According to the *2010 Statewide Regional Evacuation Study, Withlacoochee Region (SRES)*, Citrus County has a public shelter capacity of 4,750 persons. The 2015 projected demand for shelter for Evacuation Zone A (Category 1 hurricane) will create a demand for 5,078 persons, a deficit of 328 persons. Of course, more intense storms will result in larger areas being evacuated and create a greater demand for shelter. Refer to Table 4-9.

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TABLE 4-9
PUBLIC SHELTER DEMAND
FOR HURRICANE EVACUATION
BASE SCENARIOS 2015, CITRUS COUNTY

County	Capacity	A	B	C	D	E
Citrus	4,750	5,078	5,385	7,513	12,478	13,716

Source: Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study, Table V-10a.
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014

People with special needs are the handicapped, disabled, hearing and visually impaired, and others requiring special assistance. The Citrus County Sheriff's Department, Office of Emergency Management is responsible for overall direction and control of evacuation procedures and for an orderly, coordinated evacuation for persons with special needs. Specifically, this office provides for the identification, public information, warning, evacuation, sheltering, and recovery operation for people with special needs. To facilitate the evacuation process, a roster of such persons is maintained and assistance is provided with transportation.

Specific strategies have been developed in the policy section of this element to reduce the existing shelter deficit, and to meet the future demands for adequate shelter capacity. The policy section contains specific requirements for hurricane shelters in both mobile home parks and mobile home subdivisions, which meet the requirements of ARC 4496. In addition, a policy supporting the establishment of a hurricane mitigation fund is created to assist in providing the resources needed for hazard mitigation projects identified in the *Local Mitigation Strategy*.

The County will continue efforts to reduce hurricane evacuation times through implementation of controls on land use density in the coastal area. In addition, proposed development projects in the hurricane vulnerable area will be reviewed using a traffic-modeling program to assure that emergency evacuation times are not increased.

F. Post Disaster Planning and Coastal High-Hazard Areas

The Coastal High Hazard Area (CHHA) is defined in Chapter 163 Florida Statutes:

The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. [Ch. 163.3178]

The map reflects a worst-case scenario of hurricane storm surge inundation at mean-high tide. It shows the maximum surge expected to occur regardless of the storm track or direction of the hurricane. Unless otherwise indicated, all references to the "Coastal High Hazard Area" in this plan refer to the Category 1 storm surge line as defined in Ch. 163.3178 Florida Statutes. The extent of the CHHA for Citrus County is shown in Figure 4-7.

Local level of service planning requirements for evacuation time have been established in Florida Statutes and are shown below. The 16-hour Out of County evacuation time is also referenced in Policy 4.9.3 of this Chapter.

(9)(a) A proposed comprehensive plan amendment shall be found in compliance with state coastal high-hazard provisions if:

1. *The adopted level of service for out-of-county hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale; or*
2. *A 12-hour evacuation time to shelter is maintained for a category 5 storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of the development contemplated by a proposed comprehensive plan amendment is available; or*
3. *Appropriate mitigation is provided that will satisfy subparagraph 1. or subparagraph 2. Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of hurricane shelters and transportation facilities. Required mitigation may not exceed the amount required for a developer to accommodate impacts reasonably attributable to development. A local government and a developer shall enter into a binding agreement to memorialize the mitigation plan.*

(b) For those local governments that have not established a level of service for out-of-county hurricane evacuation by July 1, 2008, by following the process in paragraph (a), the level of service shall be no greater than 16 hours for a category 5 storm event as measured on the Saffir-Simpson scale.

(c) This subsection shall become effective immediately and shall apply to all local governments. No later than July 1, 2008, local governments shall amend their future land use map and coastal management element to include the new definition of coastal high-hazard area and to depict the coastal high-hazard area on the future land use map.

[Ch. 163.3178]

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Figure 4-7 Coastal High Hazard Area

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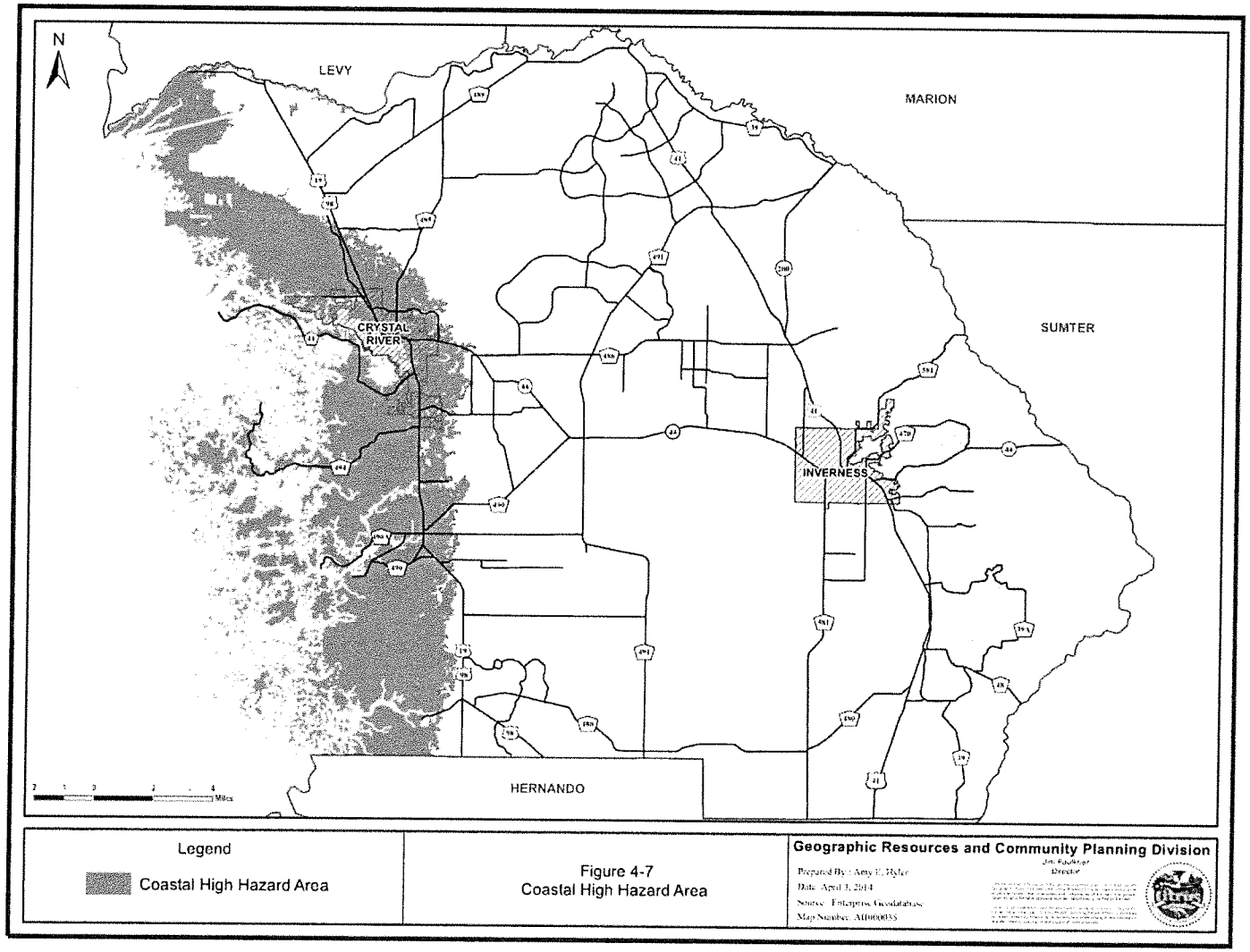

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1. Inventory of Facilities

A detailed inventory of public access facilities is provided in the Recreation and Open Space Element. This inventory (Table 2-1) details the facility types and opportunities provided by shoreline and water use access sites. Figures 2-3 and 2-5 in the Recreation and Open Space Element illustrate the location of each site within Citrus County and the City of Crystal River.

2. Access Demand and Needs

The coastal area offers many recreational opportunities; however, the public is often precluded from these opportunities. Table ~~4-12~~ 4-10 summarizes coastal shoreline access. This summary is not limited to saltwater areas due to the nature of the County's coastal area and the access provided by the four coastal rivers.

Saltwater beach access in the County cannot be treated similar to other areas in the state due to our extremely limited resource. Saltwater beach demand is greater than the available supply. The County's only saltwater beach is located at Fort Island Gulf Beach. This site has been slated for expansion within the Recreation and Open Space Element. This proposed expansion, if permitted, may be the only site available for current and future saltwater beach locations. Any expansion of saltwater beach areas will require dredging and filling activities, which are not consistent with marine resource protection policies.

Freshwater beach locations are limited by the wetlands associated with the springs and riverine systems of the coastal area. Currently, the only site is located at Hunter's Spring Park (City of Crystal River). Future expansions of such areas are limited by shoreline land uses and wetland areas. Analysis of needed freshwater beach areas was not conducted. If such areas are determined as needed, appropriate facilities may include swimming areas with a boardwalk access and swimming pools.

The need for fishing piers in the coastal area has been demonstrated in the Recreation and Open Space Element. However, no quantified determination of needs has been completed. The gradual slope of our coastal waters (1:6, 667) and the resultant shallow waters demonstrate that parallel shoreline boardwalks may be a better alternative to perpendicular shoreline piers.

The Fort Island Trail Park constructed in 1993/94 provides access to the Crystal River. It contains two double lane boat ramps, three boat docks, a fishing pier, rest rooms, and an administrative office. The development of this park added 1,009 feet of shoreline access (259 feet for pier and 750 feet bank access). At Fort Island Gulf Beach, a 200 ft. fishing pier has been added.

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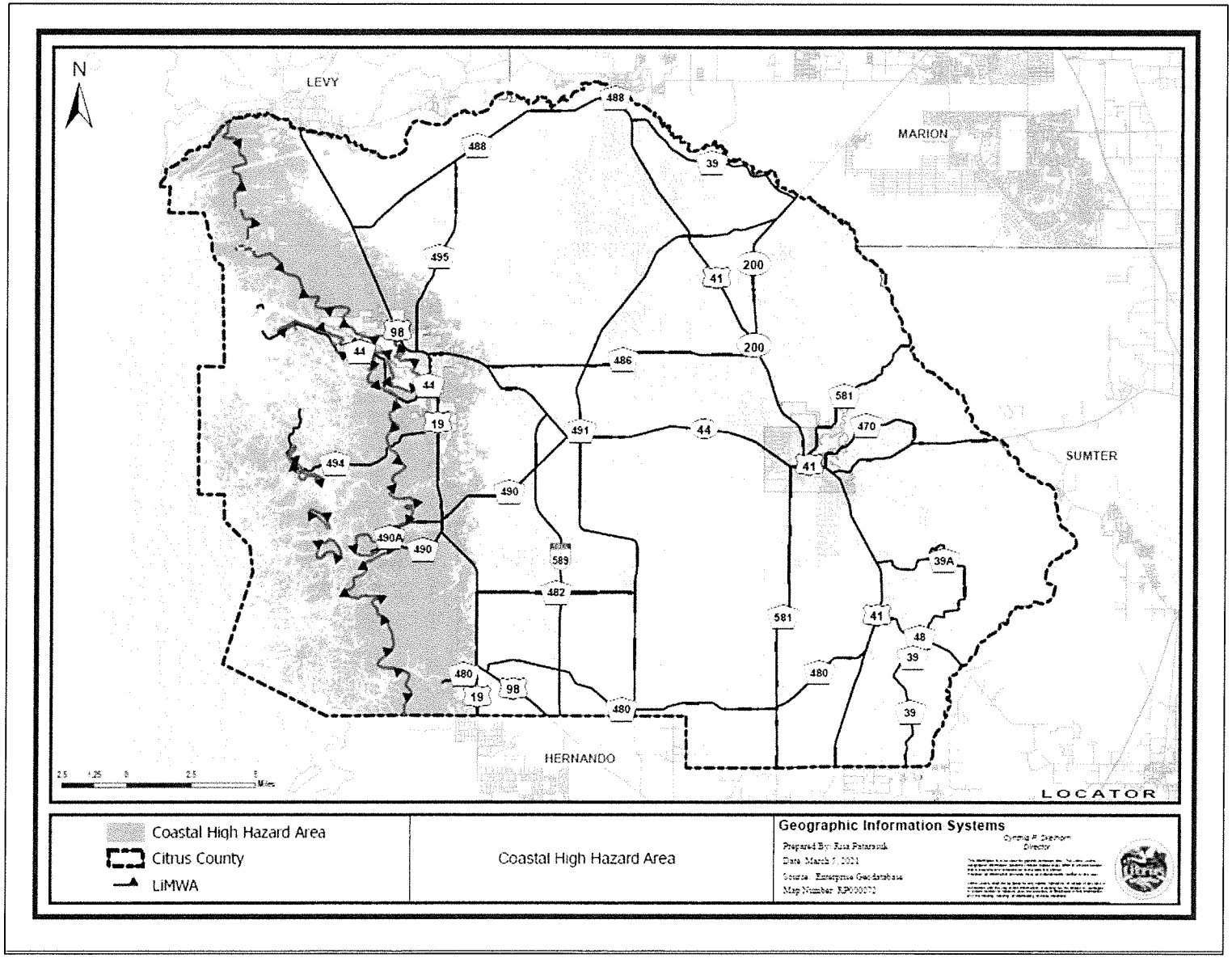

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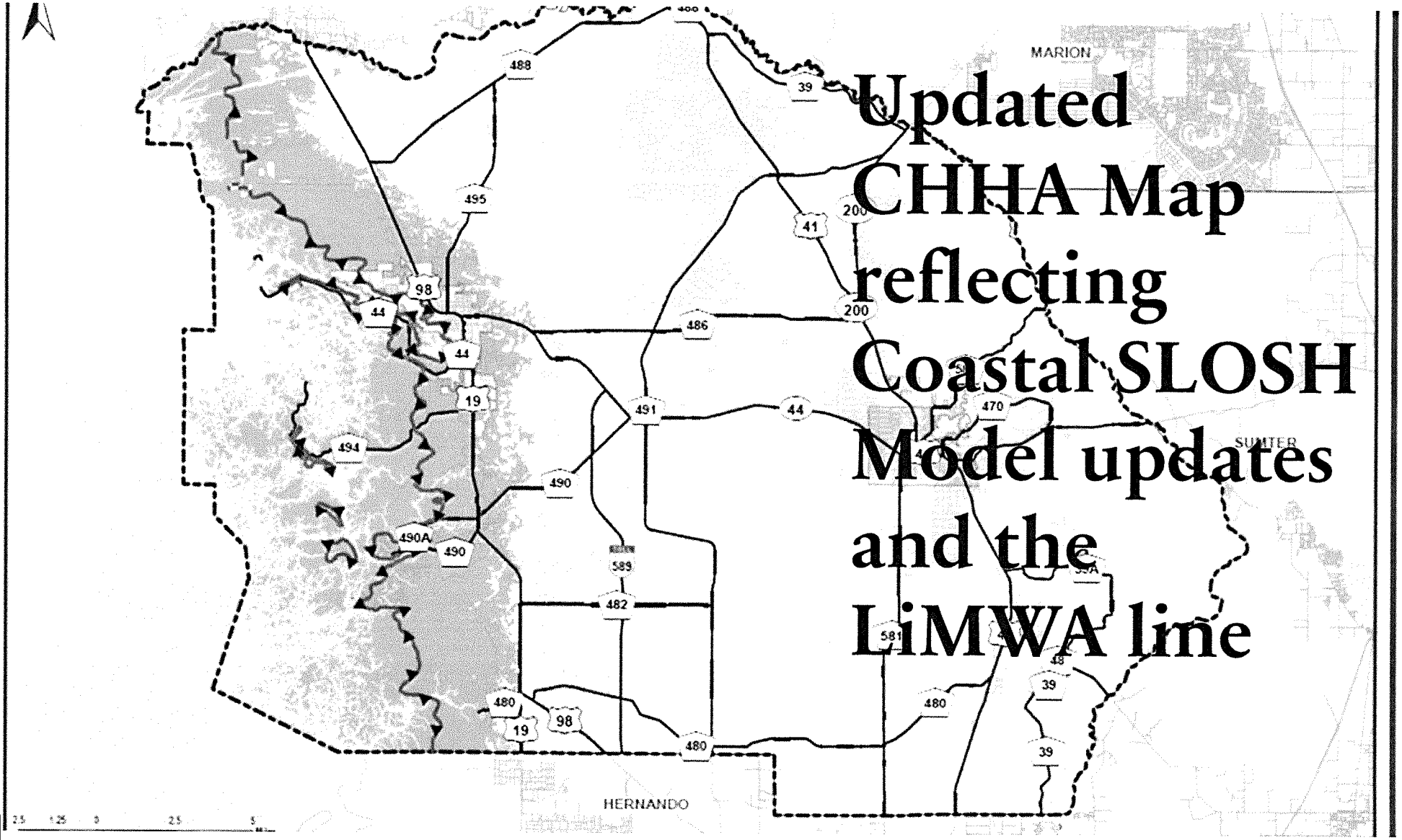
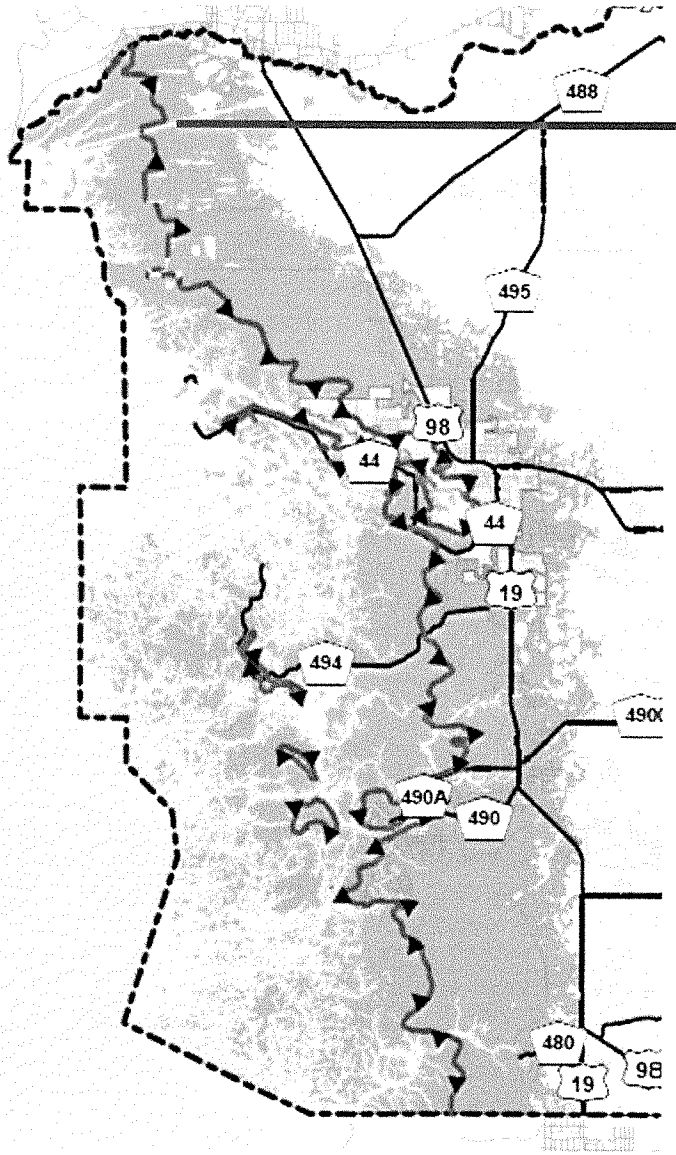

Updated CHHA Map reflecting Coastal SLOSH Model updates and the LiMWA line
MARION
SUMTER
HERNANDO
488
495
39
41
200
98
44
486
19
491
470
494
490
490A
589
482
581
480
39

Previous CHHA Map



New CHHA Map

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The Citrus County LDC contains generalized wellhead protection regulations, but more site-specific protection standards utilizing all available data would afford protection that is more complete. The Homosassa Special Water District with the assistance of the Florida Rural Water Association and FDEP developed a detailed wellhead protection plan for their wells.

The increasing growth in the Tampa Bay Water area has resulted in Tampa Bay Water developing a resource plan, which identifies future water sources. This report includes areas within the Withlacoochee region and Citrus County. In order to assure protection of the region's natural resources and sufficient supply for existing and future residents the County has adopted regulations, which will prohibit out of County export unless the receiving community has exhausted all local sources. The County has also taken action to assure that all withdrawals do not have an adverse effect on the environment.

Water conservation is an important component to protecting our water supplies. There are many techniques, which can serve to reduce water consumption without drastic regulations. The County has adopted standards within the Land Development Code to encourage xeriscaping and the use of native species in landscaping. The County should continue to assist the district with their water conservation program and provide incentives for xeriscaping, reuse, and public information.

Emergency conservation of water is administrated by the SWFWMD under enabling legislation of Section 373.246, F.S. A water shortage plan was adopted as rule by the SWFWMD. This rule provides for water use restrictions and enforcement procedures.

The County ~~should~~ will continue to assist the district in the implementation of the ~~Water Shortage Plan~~. Regional Water Shortage Supply Plan. In 1997, the Florida Legislature significantly amended Chapter 373, F.S., to include specific regional water supply planning requirements for the Water Management Districts (WMDs). The statutes were revised to require the preparation of a Districtwide Water Supply Assessment; the designation of one or more water supply planning regions within each district. The statute requires the reassessment of the need for a RWSP every five years, and that each RWSP shall be based on a minimum 20-year timeframe (Section 373.0361, F.S.). In response to the amended statutes, the District completed a Water Supply Assessment in 1998 that quantified water supply needs through the year 2020 and identified areas where future demand could not be met with traditional groundwater sources (SWFWMD, 1998) In addition, the County should provide specific measures for local concerns and conservation programs.

and adopt programs to protect natural groundwater recharge areas.

- Water Conservation

Objective 3.6	The County shall continue measures to conserve fresh water resources as defined by F.A.C.
Policy 3.6.1	The County shall adopt water conservation regulations providing recognition and/or incentives for xeric landscaping, reuse of grey and treated wastewaters, and public information.
Policy 3.6.2	The County shall adopt a water conservation ordinance and plan, which supports the SWFWMD water conservation rule and addresses local concerns.
Policy 3.6.3	The County shall support the use of treated wastewater on golf courses and other appropriate land when feasible.
Objective 3.7	The County, with ~~assistance~~ direction from the ~~WRWSA~~RWSP and assistance of SWFWMD, shall maintain estimates, project demands, and available water supplies for the planning period.
Policy 3.7.1	The County shall establish a program in coordination with the SWFWMD and the ~~WRWSA~~RWSP to estimate and project needs and sources for a ten-year period based on the demands for use and the quantity and quality of water available to meet demands.
Objective 3.8	The County shall implement water conservation and reuse options using the policies and techniques as outlined in the 10 year Regional Water Supply Plan ~~Water Supply Facilities Work Plan.~~

Flora and Fauna

- Wildlife and Habitat

Objective 3.9	The natural balance of ecological communities becomes altered as development increases. To arrest and reverse this trend, the County shall implement measures to identify and protect ecological communities and threatened wildlife. The destruction of endangered and threatened species and species of special concern shall be prohibited unless mitigated pursuant to US Fish and Wildlife Service (USFWS) and Florida Fish and Wildlife Conservation Commission (FWC) regulations. The alteration of areas for which the presence on-site of such species has been documented or confirmed shall also be prohibited unless the alteration of habitat may be permitted where project alternatives

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CHAPTER FOUR

COASTAL, LAKES, RIVER MANAGEMENT ELEMENT

GOALS, OBJECTIVES, AND POLICIES

Attachment: Table indicating statutory changes reflected in amendment (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

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- **GOALS, OBJECTIVES, AND POLICIES**

GOAL #4 - Preserve, protect, and enhance resources of the Coastal, Lakes, and River Areas and where appropriate, restrict development activities which would damage or destroy these resources, protect human life, and limit the public expenditure in areas subject to natural disasters.

Natural Resources

- Habitats and Wetlands

Objective 4.1 Protect native vegetative and ecological communities.

The components of this program are:

- Continued efforts to protect native vegetation and ecological communities. The primary emphasis shall be on, but not limited to, upland habitat for endangered and threatened species and other environmentally sensitive communities. The County will continue efforts to preserve and protect these communities by seeking dedications via the development process, fees-in-lieu of dedications to purchase land, and active coordination with federal, state, local, and regional agencies and/or private organizations to purchase these lands
- The adoption of standards requiring on-site preservation of native habitat implemented through the development review process

Policy 4.1.1 No subdivisions shall be approved unless all lots proposed for development contain upland areas large enough to support the proposed activity and all required buffers and preservation areas.

Policy 4.1.2 The County Land Development Code (LDC) shall contain requirements that native vegetation be utilized in required buffers, setbacks, and open spaces.

Policy 4.1.3 The County LDC shall contain requirements for filtering all runoff from lands adjacent to wetlands and water bodies.

Policy 4.1.4 Standards for signs along coastal, lakes, and river roadways and shores shall be adopted and enforced to preserve visual amenities.

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- Living Marine Resources

Objective 4.2 Protect wildlife, living marine resources, and special habitats from adverse impacts of development and human activities. Continue to enforce the natural resource protection provisions in the LDC and related ordinances.

Policy 4.2.1 Coastal wildlife, living marine resources, and special habitats to include:

- Endangered, threatened, and species of special concern
- Bird Rookeries
- Bald Eagle and Osprey nesting locations
- Marine Grass Beds
- Fisheries
- Oyster Beds

Policy 4.2.2 Reserved

Policy 4.2.3 The County Land Development and Enforcement Codes shall protect wildlife; especially endangered, threatened and species of special concern.

Policy 4.2.4 Living marine resources: marine grass beds, fisheries, and oyster bars shall be protected and enhanced.

Policy 4.2.5 The unpermitted destruction of marine grass beds and oyster bars is prohibited.

Objective 4.3 Reserved

- Resource Education

Objective 4.4 Continue the ongoing program of public education to assist in the protection of estuarine, riverine, and lake natural resources.

Policy 4.4.1 The Community Development Division shall coordinate with the Division of Aquatic Services, the Marine Science Station, U.S. Fish and Wildlife Service (USFWS), and Florida Department of Environmental Protection (DEP) to prepare educational materials.

Policy 4.4.2 The educational materials shall be posted at each public access to estuarine, riverine, or lake waters and distributed to all libraries and schools. These materials shall also be posted at private/commercial access points with permission of the owner and

may be located at strategic points throughout waterbodies where appropriate.

Land Use

- Water-dependent Land Uses

Objective 4.5 Recreational and working waterfronts including ~~W~~water dependent and water-related land uses have priority over all other land uses with exception to conservation, along shoreline areas. The ~~Generalized~~ Future Land Use Map (~~G~~FLUM) shall contain designated areas for coastal water-dependent and water-related land uses.

Policy 4.5.1 The priority ranking of shoreline land uses shall be:

- Water-dependent uses
- Water-related uses
- Non-water related uses

- Shoreline Performance Standards

Policy 4.6.3 New marinas and multi-slip docking facilities must conform to the following criteria:

- Public use marinas are only allowed in marine commercial areas
- Must provide vehicular-trailer parking and sewage pump out facilities
- All proposed parking, dry storage and non-water dependent facilities must be built on upland areas
- Hurricane contingency plans shall be approved by the Community Development Director and Director of Emergency Management
- Shall comply with all applicable County Regulations and Policies
- Coastal and riverine wetlands and grass beds shall be avoided
- Economic need and viability shall be demonstrated
- Fueling facilities shall be designed to contain spills
- Water Circulation shall be maintained
- Any environmental disruptions will be mitigated
- Shall comply with the County Manatee Protection Plan
- Placement of new marinas/multi-slip docking facilities, multifamily docking facilities, and single family docking

Attachment: Table indicating statutory changes reflected in amendment (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

facilities exceeding one slip per 100 feet of shoreline shall be prohibited from designated critical habitats of the West Indian (Florida) manatee

- Construction materials used in shoreline or submerged land construction shall minimize environmental impacts and the best available technology shall be used. Examples of construction standards which are consistent with minimizing environmental impacts are: heavy grade PVC pipe filled with concrete, wood pilings minimally treated, galvanized steel or iron pilings, cantilever dock facilities, floating docks with sealed injected solid foam (may contain CFC's), and dry storage
- Pump-out facilities shall be contained in all marinas, multi-slip, and multifamily residential docking facilities, which are connected to a permitted package, or regional wastewater sewage treatment facility

Coastal, Lakes, and River Water Quality

Objective 4.7	Improvement and maintenance of estuarine and coastal riverine water quality. Water quality in the coastal area shall meet or exceed the "good" water quality index (Environmental Protection Agency [EPA] established in the 305 (b) Technical Report, DEP, 1994.) Water quality in the Lakes and River Area shall be consistent with policies of the Conservation Element.
Policy 4.7.1	No new point sources shall be permitted in waters of the Coastal, Lakes, and River Area except where mandated by the EPA and DEP.
Policy 4.7.2	Reserved
Policy 4.7.3	In order to reduce the amount of untreated stormwater effluent, the County shall prepare a strategic plan to retrofit appropriate areas.
Policy 4.7.4	The volume, velocity, and timing of river and stream flows into estuarine waters shall not be artificially altered from their long-term seasonal ranges.
Policy 4.7.5	Roadways and bridges shall not interfere with surface water flows and should be built with appropriate measures to avoid degrading water quality. Causeways shall not be built.

Attachment: Table indicating statutory changes reflected in amendment (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

Attachment: Table indicating statutory changes reflected in amendment (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

Archaeological and Historic Resources

Objective 4.8	The protection, preservation, and sensitive reuse of historic resources shall be implemented through the policies below and development of a comprehensive analysis and plan by 2009.
Policy 4.8.1	The Community Development Division shall prepare a Historic and Archaeological Analysis Report in 2009.

Hurricane Evacuation

Objective 4.9	The County shall maintain or reduce hurricane evacuation times by requiring that new developments not degrade the existing evacuation Level of Service (LOS).
Policy 4.9.1	Maintain and improve the County's Hurricane Evacuation sections of the Peacetime Emergency Plan and coordinate the integration of existing evacuation deficiencies into the regional and local evacuation plans.
Policy 4.9.2	The Geographic Resources and Community Planning Division shall prepare periodic reports at least every seven years on the population at-risk for use in evacuation planning.
Policy 4.9.3	The Hurricane Evacuation Level of Service Standard for Out of County evacuation is sixteen (16) hours for a Category 5 storm event.
Policy 4.9.4	All roadway improvements along the County's evacuation network shall include practicable remedies for flooding problems.
Policy 4.9.5	No new hurricane shelters shall be located within the Category 5 hurricane evacuation area.
Policy 4.9.6	The hurricane vulnerability zone consists of the evacuation areas, from the Tropical Storm through the Category 5 Hurricane Evacuation Zone, as identified in the Storm Tide Atlas in the *2010 Statewide Regional Evacuation Study, Withlacoochee Region (SRES).*
Policy 4.9.7	Development orders issued for developments of regional impact shall contain conditions which require mitigative measures for impacts on hurricane shelter capacity and hurricane evacuation times for developments which generate a number of evacuating vehicles greater than the evacuation traffic capacity on designated

hurricane evacuation routes.

Policy 4.9.8 All proposed Comprehensive Plan Amendments and new developments within the CHHA must meet the following criteria:

- The adopted LOS for "out of county" hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale.
- A 12 hour evacuation time to shelter is maintained for a category 5 storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of a development contemplated by the proposed comprehensive plan amendment is available; or
- Appropriate mitigation is provided that will satisfy Policy 4.9.8 (a). or (b). Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of hurricane shelters and transportation facilities.
- County shall enter into a binding contract with the developer detailing any required mitigation.
- If the LOS for the host evacuees has not been established the LOS shall not exceed 16 hours for a category 5 event.

Policy 4.9.9 Citrus County shall assess and adopt regulations in the hurricane vulnerable zone which: (1) limit new development in coastal areas and additional mobile home units; and/or (2) allow new development in coastal areas provided that mitigating measures are established which do not increase hurricane evacuation times; (3) promote land acquisition; and/or (4) establish a fee in lieu program and use those funds generated by fees to support future shelter development..

Policy 4.9.10 The County shall utilize the American Red Cross (ARC) 4496 Standards for Hurricane Evacuation Shelter Selection, which includes standards for shelter location, capacity, inventory, and interior safety criteria during hurricane associated hazards.

Policy 4.9.11 The County shall conduct evacuation traffic analysis using the planned distribution of the County's buildout population. To facilitate this task, the County will utilize a transportation network modeling system. Transportation network modeling shall also be utilized to monitor the impact of large residential projects and of ongoing development on hurricane evacuation times.

Policy 4.9.12 In order to increase public awareness of hurricane hazards, the County shall provide emergency preparedness information and educational opportunities to the public.

Attachment: Table indicating statutory changes reflected in amendment (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

Policy 4.9.13 Lands within hurricane vulnerable areas, particularly low-lying and shoreline areas shall be targeted for public acquisition to protect the natural and beneficial functions of floodplains.

Policy 4.9.14 The County should not improve or build public facilities which encourage growth in the Coastal High Hazard Area, except for necessary public services for existing developments or resource based recreation facilities.

Policy 4.9.15 A hurricane mitigation fund shall be established to provide the resources needed for hazard mitigation projects in the adopted Local Mitigation Strategy.

Policy 4.9.16 The County shall consider the adoption of a shelter mitigation impact fee to provide funds for construction of the additional shelter capacity needed as a result of growth.

Policy 4.9.17 All new mobile home parks and mobile home subdivisions shall be required to construct a hurricane shelter that meets ARC 4496 standards to shelter at least 70% of the residents of the subdivision. Such shelters shall not be located within the hurricane vulnerability zone. (per Policy 4.9.5) Alternatively, the developer may pay a fee to the shelter mitigation fund.

Policy 4.9.18 The County shall require all new shelters meet the ARC 4496 Shelter Guidelines as outlined in Appendix A of the Comprehensive Plan.

Post-disaster and Coastal High Hazard Area

Coastal High-Hazard Area

Objective 4.10 The County shall direct population concentrations away from the Coastal High-Hazard Area through appropriate regulations in the Land Development Code.

Policy 4.10.1 The County shall continue to amend its building codes to reflect coastal hazard concerns and the amendments to the Southern Standard Building Code.

Policy 4.10.2 New sanitary sewer facilities and on-site sewage systems in the Hurricane Surge Areas (vulnerability zone) and areas subject to freshwater flooding shall be flood proofed and equipped with back flow preventors, respectively.

Policy 4.10.3 The Coastal High Hazard Area shall incorporate all lands and

waters which lie within the Category 1 Hurricane Evacuation Zone. Such area is generally based upon the surge zone as depicted in the ~~*2010 Statewide Regional Evacuation Study: Withlacoochee Region (SRES)*~~*2014 Citrus County Evacuation Zone Map*. The Coastal High Hazard Area boundary and the Limit of Moderate Wave Action (LiMWA) shall be shown on the Land Development Code Atlas.

Policy 4.10.4 ~~Reserved~~ New development, redevelopment, and infrastructure in vulnerable areas shall use best practices to address sea level rise.

Policy 4.10.4B In order to reduce flood risk from, or associated with, the impacts related to sea-level rise, continue to promote the use of the development and redevelopment principles, strategies and engineering solutions contained in the Florida Building Code and the Land Development Code.

Policy 4.10.5 Population concentration shall be directed away from the Coastal High Hazard Area.

Policy 4.10.6 The County shall relocate or replace infrastructure located in the Coastal High Hazard Areas to limit public losses from various events including, but not limited to, storm damage, hurricanes, severe flooding, Sea Level Rise, abandonment of facilities and/ or structures, and tornadoes.

Policy 4.10.7 Lands within hurricane vulnerable areas, particularly low-lying and shoreline areas subject to storm surge shall be targeted for public acquisition to protect the natural and beneficial functions of floodplains.

Policy 4.10.8 The LDC shall contain additional disaster preparedness requirements for new developments whose residents might have limited mobility and/or demand specialized facilities.

Policy 4.10.9 No new Institutional Occupancy uses (i.e., the use of a building or structure, or a portion thereof, in which care or supervision is provided to persons who are or are not capable of self-preservation without physical assistance or in which persons are detained for penal or correctional purposes or in which the liberty of the occupants is restricted, including, but not limited to; hospitals, nursing homes (24-hour care for 6 or more people), psychiatric hospitals, jails, detention centers, reformatories, pre-release centers and other residential restrained or supervised care facilities) shall be allowed within the Coastal High Hazard Area unless the location has direct access to a Principal Arterial roadway.

Attachment: Table indicating statutory changes reflected in amendment (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

Existing facilities shall not expand beyond the density/intensity approved as of January 01, 2004 unless an overriding public need can be demonstrated and the site directly accesses a Principal Arterial roadway.

Attachment: Table indicating statutory changes reflected in amendment (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

Attachment: Table indicating statutory changes reflected in amendment (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

Policy 4.10.10	New construction or expansion of R-4 residential occupancy uses, as defined by the latest edition of the Florida Building Code, are not allowed anywhere within the Coastal High Hazard Area unless the site has direct access to a Principal Arterial roadway:
Policy 4.10.10A.	New construction or expansion of R-2 residential occupancy uses, as defined by the latest edition of the Florida Building Code, are not allowed within the Coastal High Hazard Area unless all minimum standards of the LDC are met, the proposed development is compatible with surrounding development, the development's access, internal design, and general location do not impede the evacuation of its residents or neighbors, and the project does not negatively impact area evacuation clearance times:
Policy 4.10.10B.	New construction or expansion of the R-1 and R-3 residential occupancy uses, as defined by the latest edition of the Florida Building Code, are allowed within the Coastal High Hazard Area. Existing undeveloped subdivisions and groupings of lots are encouraged to cluster dwellings rather than develop typical lots and homesites in order to minimize the overall footprint of development. Such clustering shall not increase density.
Policy 4.10.11	No new mobile home parks shall be developed within the Coastal High Hazard Area (CHHA) nor shall any existing mobile home park with the CHHA be expanded beyond the number of dwelling units approved as of January 01, 2004. Existing mobile home parks may continue and dwelling units may be maintained, repaired, or replaced as needed, appropriate, and consistent with all other provisions and ordinances. Any replacement unit shall be elevated in compliance with current regulations. No lot or parcel within the CHHA, which currently does not allow mobile homes, shall be permitted to change to allow mobile homes.

Policy 4.10.12 The County shall limit the height of structures within the Coastal High Hazard Area. Residential structures shall be limited to no more than two stories above the base flood or finished floor elevation. Areas under elevated residential structures may be used only for parking of vehicles, limited dead storage, and access to the structure, not finished living area. Nonresidential structures shall be limited to four stories above finished grade. Industrial facilities, electric power generation and transmission facilities, mining operations, agricultural operations, dry boat storage at marinas, and Seven Rivers Community Hospital are exempt from this provision. Construction or expansion of exempted facilities shall require the assurance of compatibility with surrounding development and may require additional buffers, setbacks, and similar measures.

Policy 4.10.13 Recreational Vehicle (RV) parks, campgrounds, resorts, motels, hotels, and similar temporary lodging facilities are commercial uses. Such uses shall not be allowed to convert to permanent residential uses. No increase in residential dwelling unit densities within the Coastal High Hazard Area shall be allowed.

Post-Disaster Redevelopment

Policy 4.11.8 To ensure that the property rights of current residents of the CHHA are protected, the County shall authorize redevelopment of up to the actual built density/intensity in existence on the property prior to the natural disaster notwithstanding the maximum permitted density/intensity adopted in the GFLUM and LDC Atlas. All such redevelopment shall meet current federal, state, and local construction and development review standards if feasible.

Public Access

Objective 4.12 Increase public access to Coastal, Lakes, and River shoreline areas. A public access study shall be completed ~~by 2009~~.

Infrastructure

Objective 4.13 The LOS standards, areas of service, and phasing of infrastructure in the Coastal, Lakes, and River areas shall be implemented through requirements in the Infrastructure Element and additional standards under this objective shall be incorporated in the County LDC.

Attachment: Table indicating statutory changes reflected in amendment (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

Policy 4.13.1 Infrastructure shall be available to serve the development or redevelopment in the Coastal, Lakes, and River areas at densities designated by the GFLUM and shall be consistent with coastal resource protection and the maintenance safe evacuations.

Policy 4.13.2 No development shall be permitted in the coastal area until the required infrastructure, based on adopted LOS's, are available to serve the proposed area to be development or redeveloped.

Intergovernmental Coordination

- Coastal, Lakes, and River Resources

Objective 4.14 An intergovernmental coordination mechanism shall be established to manage coastal, lakes, and river resources affecting or affected by City of Crystal River and the City of Inverness.

Policy 4.14.1 The County shall develop joint planning and management programs with the Cities of Crystal River, Inverness, Yankeetown, Inglis, and Dunnellon and the Counties of Hernando, Marion, Sumter, and Levy to:

- Ensure adequate preservation of recreational and commercial working waterfronts including water-dependent and water-related land uses
- Prevent water pollution
- Control and retrofit stormwater runoff and inadequate facilities
- Protect living marine resources
- Reduce exposure to natural hazards
- Ensure public access

- Resource Protection Plan

Objective 4.15 The County shall implement appropriate portions of existing resource management plans and establish a mechanism to coordinate with applicable agencies operating/managing resources.

Policy 4.15.1 The County shall assist and coordinate in the development and adoption of resource and management plans for natural reservations and preservation areas.

Policy 4.15.2 The Community Development Division shall continue to coordinate all proposals for change of land use, or extension of infrastructure, adjacent or through natural reservations and

preservation areas with appropriate public/private agency (ies).

Attachment: Table indicating statutory changes reflected in amendment (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

- Hazard Mitigation Program

Objective 4.16	The County shall minimize future losses to Citrus County residents from all disasters by reducing the risk to people and property.
Policy 4.16.1	The County will pursue a continuing effort to reduce hazards in accordance with the plans, programs, and activities identified in the Citrus County Local Mitigation Strategy, Adopted by the Citrus County Board of County Commissioners on April 26, 2005 by Resolution No. 2005-085.

Attachment: Table indicating statutory changes reflected in amendment (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

Re: [EXTERNAL]comments

Amy L. Bidwell <Amy.Bidwell@citrusbocc.com>
Fri 4/16/2021 8:10 AM
To: Powell, Barbara <Barbara.Powell@deo.myflorida.com>

Thank you for your comments. We will transmit on or before July 1, 2021. It passed PDC yesterday and is scheduled for BCC on June 8th giving us plenty of time to meet the July 1 transmittal date.

Sincerely,

Amy Bidwell

From: Powell, Barbara <Barbara.Powell@deo.myflorida.com>
Sent: Thursday, April 15, 2021 10:10 AM
To: Amy L. Bidwell <Amy.Bidwell@citrusbocc.com>
Subject: [EXTERNAL]comments

WARNING: This email originated from an external Domain **DO NOT CLICK** unless you recognize the sender and know the content is safe.

Here are my comments, sorry for the delay. What's your timeline for transmitting?

"According to the *2010 Statewide Regional Evacuation Study, Withlacoochee Region (SRES)*, Citrus County has a public shelter capacity of 4,750 persons. The 2015 projected demand for shelter for Evacuation Zone A (Category 1 hurricane) will create a demand for 5,078 persons, a deficit of 328 persons. Of course, more intense storms will result in larger areas being evacuated and create a greater demand for shelter. Refer to Table 4-9"

DEM is in the process of updating the Regional Evacuation Studies. DEM received an appropriation last year and will be using American Community Survey data from the Census and therefore, won't be delayed by the delay in release of the 2020 Census data.

SWFWMD updated their Regional Water Supply Plan on November 17, 2020. Local governments have 18 months from that date to update their Water Supply Plan. (Sec. 163.3177(6)(c)3., F.S.

"Increase public access to Coastal, Lakes, and River shoreline areas. A public access study shall be completed by 2040. ~~2009~~."

Is it necessary to delay this study for this long? Consider applying for a Community Planning Technical Assistance Grant either this year or next to help fund this study.

Sec.163.3178(2) (g) A shoreline use component that identifies public access to beach and shoreline areas and addresses the need for water-dependent and water-related facilities, including marinas, along shoreline areas. Such component must include the strategies that will be used to preserve recreational and commercial working waterfronts as defined in s. 342.07.

Barbara Ellen Powell, Regional Program Administrator
North Team

Attachment: Public input (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

Department of Economic Opportunity
Division of Community Planning and Development
107 E. Madison Street
Caldwell Bldg., MSC 160
Tallahassee, FL 32399
Phone (850) 717-8504
Fax (850) 717-8522
E-mail: barbara.powell@deo.myflorida.com

This email communication may contain confidential information protected from disclosure by privacy laws and is intended for the use of the individual named above. If the reader of this message is not the intended recipient, this is notice to you that any dissemination, distribution or copying of this communication or any attachment to it may be a violation of federal and state privacy laws. If you have received this email in error, please notify the sender immediately by return email and delete this message. Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure. Under Florida law email addresses are public records.

Attachment: Public input (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

Citrus County Building Alliance
1196 S Lecanto Hwy, Lecanto FL 34461
Phone: (352) 746-9028, Fax (352) 746-9029
www.CitrusBuilders.com
Building a Better Citrus

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George Rusaw
Chuck Sanders
Eric Swart
Larry Tate
Virginia Will
Todd Workman

April 12, 2021

Michael Facemyer, Chair
Citrus County Planning & Development Commission
3600 W Sovereign Path
Lecanto FL 34461

RE: CPA-21-05 (EAR)

Dear Chairman Facemyer,

The Citrus County Building Alliance has reviewed CPA-21-05 and is concerned that by installing the FEMA maps into the document, future conflicts will be created when new maps are adopted, while old maps remain inside the comp plan.

In the past, adoption has been for the verbiage of "reference to" so that when new maps are created, they automatically become part of the Comprehensive Plan.

We respectfully request that you continue only referencing the FEMA maps in the Comp Plan, as opposed to including the current map.

Respectfully,

Myrna R Boulerice

Myrna Boulerice
Governmental Affairs Chair
Citrus County Building Alliance

Cc: Cheryl Burton, Senior Secretary, CC Land Development
Citrus County Board of County Commissioners

RECEIVED
APR 12 2021
CPA-21-05
Land Development Division

Attachment: Public input (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

Cheryl B. Burton

From: Donna Bidlack <donnab@citrusbuilders.com>
Sent: Monday, April 12, 2021 2:58 PM
To: Cheryl B. Burton
Cc: gastonhall@tampabay.rr.com; boulericeroofing@yahoo.com; Michael F. Sherman; Scott E. Carnahan
Subject: [EXTERNAL]PDC Meeting of 04.15.21
Attachments: Letter to PDC re CPA-21-05.pdf

Importance: High

WARNING: This email originated from an external Domain DO NOT CLICK unless you recognize the sender and know the content is safe.

Good afternoon,

Please see the attached letter regarding CPA-21-05 for Item 2 of the PDC Agenda of 04.15.21. Please include in any and all back up pertaining to this item.

Thank you in advance.

Donna Bidlack
Executive Officer
Citrus County Building Alliance
(352) 746-9028
www.CitrusBuildingAlliance.com

**This message has been sent as a part of discussion between the Citrus County Building Alliance and the addressee whose name is specified above. Should you receive this message by mistake, we would be most grateful if you informed us that the message has been sent to you. In this case, we also ask that you delete this message from your mailbox, and do not forward it or any part of it to anyone else. Thank you for your cooperation and understanding.*

RECEIVED
APR 12 2021
CPA-21-05
Land Development Division

Attachment: Public input (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

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.

Attachment: Jun 8, 2021, BCC minutes (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

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

Attachment: Jun 8, 2021, BCC minutes (18430 : 5:10 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments correction)

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,

3656-1005 TUCRN PUBLIC NOTICE NOTICE IS HEREBY GIVEN that the Citrus County Board of County Commissioners will meet in Regular Session on Tuesday, October 12, 2021, at 1:00 P.M., in the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Fl

was published in said newspaper in the issues of

October 5th, 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 5th day of October 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

3656-1005 TUCRN
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Citrus County Board of County Commissioners will meet in **Regular Session** on **Tuesday, October 12, 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 October 5, 2021

Ad# 50013621
$19.40

OCT-12'21 10:16

Communication: Proof of Publication (Adjourn)