CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● NOVEMBER 9, 2021

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

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

A. CALL TO ORDER

November 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

Commissioner Holly Davis introduced the Veterans who led the Pledge of Allegiance: Joanne Hirst, who served in the U.S. Army; Jane Mundis, who served in the U.S. Navy; and Eileen MacKrell, who served in the U.S. Navy.

3. Roll Call

Attendee Name	Title	Status	Arrived
Scott Carnahan	Chair, District 4	Present	
Ronald E. Kitchen Jr.	1st Vice Chair, District 2	Present	
Ruthie Davis Schlabach	2nd Vice Chair, District 3	Present	
Jeff Kinnard D.C.	Commissioner District 1	Present	
Holly L. Davis	Commissioner, District 5	Present	
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 submitted additional information for items B2 and T1.

Clerk's Note: Item B2 was information regarding the 8:00 A.M. public workshop.

. Motion to approve the Agenda.

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

B. CONSENT

Second Vice Chairman Ruthie Schlabach requested item B10 be pulled for discussion.

Motion to approve the Consent Agenda with the exception of item B10.

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

Minutes

B.1. Board of County Commissioners - Regular Meeting - Oct 12, 2021 1:00 PM

Administration

No items.

Attorneys Office

No items.

Clerk

No items.

Community Services

No items.

Fire Services

No items.

Human Resources

No items.

Management and Budget

B.2. Citrus County Forfeiture Fund

Acknowledge receipt of the fiscal year 2020/2021 Drug Seizure Fund report.

Planning and Development

B.3. PLT-21-12 Barrett Estate

a. Review and approve application PLT-21-12, Barrett Estate

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.

B.4. PLT-21-11 Blackburn-Bennett Subdivision

a. Review and approve application PLT-21-11, Blackburn-Bennett 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 Box-Hangar lease agreement(s) with Mr. Ed O'Hanrahan (TLC Carwash Land Trust Corporation) and T-Hangar lease agreement (s) with Dr. Scott Redrick (Suncoast Medical Aviation Services Inc.) (renewal).

Systems Management

No items.

Visitors and Convention Bureau

No items.

Water Resources

B.6. Connection Fee Lien Agreement - Ford & Bunch

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and/or Wastewater Utility Services for Henry Ford Sr., Henry Ford Jr. & Tracy K Bunch.

B.7. Release of Lien - Water & Wastewater Services

Approve and authorize the Chairman to execute Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by Christopher Mills, and Gary & Edna French

B.8. Lien - Uncollectale Owner Accounts

Approve the write off of $834.09 for uncollected utility accounts and approve and authorize the Chairman to execute a Claim of Lien to be filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by those listed in “Exhibit A under Columns B & C”.

Set Public Hearings

B.9. Set a Public Hearing on an Ordinance Pertaining to Simulated Gambling Devices and Internet Cafes

Set a Public Hearing on November 30, 2021 at 2:10 p.m. on an ordinance of Citrus County, Florida; adding Chapter 10, Article V entitled "Simulated Gambling Devices and Internet Cafes"; providing for scrivener's errors; providing for severability; providing for codification and inclusion into the code; providing for modifications that may arise from consideration at public hearing; and providing for an effective date.

B.10. Set a Public Hearing on an Ordinance Pertaining to EMS Fees *- This agenda item was pulled for discussion.*

Set a Public Hearing on November 30, 2021, at 2:05 PM to adopt an ordinance of Citrus County, Florida, a political subdivision of the State of Florida, adding Chapter 38, Article II, Section 38-22 entitled permit fees; adding Chapter 38, Article II, Section 38-23 entitled county emergency medical transport fees; adding Chapter 38, Article II, Section 38-24 entitled county interfacility transfer transport fees; 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.11. PV-21-06 Mitch Lal for Guerrieri Management Inc - Set Public Hearing

a. Set a public hearing on November 30, 2021, at 2:15 p.m. to consider application PV-21-06, Mitch Lal of Bohler Engineering FL, LLC for Guerrieri Management Inc.

b. If approved, authorize the Chairman to execute the resolution setting the public hearing for PV 21-06.

Resolution Number 2021-114

ITEM B10 WAS PULLED FOR DISCUSSION

. **Set a Public Hearing on an Ordinance Pertaining to EMS Fees**

Set a Public Hearing on November 30, 2021, at 2:05 PM to adopt an ordinance of Citrus

County, Florida, a political subdivision of the State of Florida, adding Chapter 38, Article II, Section 38-22 entitled permit fees; adding Chapter 38, Article II, Section 38-23 entitled county emergency medical transport fees; adding Chapter 38, Article II, Section 38-24 entitled county interfacility transfer transport fees; 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.

At the request of Second Vice Chairman Ruthie Sclabach, County Administrator Charles R. Oliver and Fire Chief Craig Stevens provided clarification, followed by Board discussion with Mr. Stevens.

Motion to approve item B10.

Citizen Sabrina Watson commented.

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

C. PROCLAMATIONS

Motion to approve item C1 through C4.

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

1. Proclamation "Friend of the 4-H Award"

Approve and authorize the Board to execute a Proclamation to recognize Citrus County 4-H Foundation “Friend of the 4-H Award” for their service to the 4-H program.

2. Proclamation - Power Plant Worker Appreciation Day

Approve and authorize the Board to proclaim November 1, 2021, as Power Plant Worker Appreciation Day in Citrus County, Florida.

3. Proclamation - National Farm-City Week

Approve and authorize the Board to proclaim November 17 through 24, 2021 as National Farm-City Week in Citrus County, Florida.

4. Proclamation National Hunger and Homelessness Awareness Week

Approve and authorize the Board to proclaim November 13-21, 2021, as National Hunger and Homelessness Awareness Week in Citrus County Florida.

. Following item C4.

First Vice Chairman Ronald E. Kitchen, Jr. recognized Chairman Scott Carnahan.

D. OPEN TO THE PUBLIC

The following individuals addressed the Board on various issues: Patrick Crippen, Director of Community Relations with We Care Food Pantry; Victor Huntley; Jeanna Gullett; Anna Connelly; Beverly Rearden; John Labriola; Dr. Paul John Reinhardt; William Daze; John Collins; Elexzandir Ramsingh; Mary Seader; John Gattone; Elaine Kleid; Laurie Pettengill; Tracy Edgmon; Anne Ayoub; Jonathon Huntley; Donna Rummel; Cyndy Sheckley; Bob Sheckley; Sabrina Watson; and Chris Fitts.

Commissioners responded to comments from the public.

E. REGULAR BUSINESS

1. Bids

Motion to approve items E1a through h.

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

a. ITB 21-007 Amendment No. 1; W. Grover Cleveland Blvd to the Peach Orchard Wastewater Treatment Plant Interconnect Project; Pave Rite, Inc.

Approve and Authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and Pave-Rite, Inc. to extend the duration of the Agreement reaching substantial completion by November 13, 2021, and final completion by December 13, 2021.

b. QTE 21-138 SaaS Web & PDF Quality Assurance; Monsido, Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Monsido, Inc. to provide website and document scanning quality assurance

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

Approve and Authorize the Chairman to execute a Work Authorization for McKim & Creed, Inc. to prepare and submit the required FDEP Permits Applications for the Citrus County Utilities.

d. SGS 22-020 Provider for Medical Services at County's Employee Wellness Clinic; Crowne Consulting Group, Inc.

a. Approve and authorize the Department of Human Resources to use the services of Crowne Consulting Group, Inc., according to AR 9.14-4 "Single Source Purchase" procurement procedures.

b. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Crowne Consulting Group, Inc., as the provider for the County Employee Wellness Center.

c. Approve and execute Resolution authorizing the Chairman or First (1st) Vice Chairman to execute Agreement with Crowne Consulting Group, Inc and any additional documents, after review by the County Attorney without having to bring the documents before the Board.

Resolution Numbers 2021-115

e. ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery

a. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Henry Schein, Inc. to provide medical supplies for Fire Rescue and EMS.

b. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Bound Tree Medical, LLC to provide medical supplies for Fire Rescue and EMS.

c. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Medline Industries, Inc. to provide medical supplies for Fire Rescue and EMS.

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f. QTE 21-152 Contract Mowing and Landscape Services for Emergency Management Services Administration and Maintenance Building; JDMF, LLC

Approve and authorize the Chairman to execute the Agreement between Citrus County, Florida and JDMF, LLC to provide the mowing, trimming and mulching for the Emergency Management Services Administration and Maintenance Building property.

g. ITB 21-097 Transportation and Processing of Single-Stream Recyclable Commodities; Waste Pro of Florida, Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Waste Pro of Florida, Inc. to provide transportation, processing and marketing of recyclable material collected from Citrus County's drop-off collection centers.

h. PB 22-007 Marion County 19B-265 Bulk Chlorine; Odyssey Manufacturing Company

Approve and authorize the Chairman to execute the Agreement between Citrus County, Florida, and Odyssey Manufacturing Company to provide Bulk Liquid Chlorine on an as needed basis.

E.2. Budget Transfers

a. Approve budget transfer for Utilities, Aquatic Services, and Aquatic Plant Control grant for fiscal year 2020-21

b. Approve budget transfers for the American Rescue Plan, State Housing Initiative Partnership (2), and Gas Taxes for fiscal year 2021-22.

Motion to approve item E2 a and b.

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

E.3. Budget Resolution

a. Amend and authorize the Chairman to execute a resolution amending various grant budgets for fiscal year 2020-21.

b. Adopt and authorize the Chairman to execute a resolution adopting the County Covid and Aquatic Plant Control grant budgets for fiscal year 2021-22.

Motion to approve item E3a and b.

Prior to the vote, Second Vice Chairman Ruthie Schlabach requested clarification from Management and Budget Director Colleen Scott.

Resolution Numbers 2021-116 and 2021-117.

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. Equitable Sharing Agreement & Certification FY22

Approve and authorize the Chairman to execute the Equitable Sharing Agreement and Certification for the Annual Equitable Sharing Reporting.

Motion to approve item E4.

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. Acceptance of a Temporary Construction Easement and subsequent Perpetual, Non-Exclusive Utility and Access Easement from Technology Conservation Realty, LLC

a. Approve and authorize the Chairman to accept a Temporary Construction Easement from Technology Conservation Realty, LLC, a Florida Limited Liability Corporation for the purpose of installing approximately 1,200 linear feet of sewer main and one lift station.

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 a subsequent Perpetual Utility and Access Easement from Technology Conservation Realty, LLC, a Florida Limited Liability Corporation after completion of construction.

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

Motion to approve item E5a, b, c, and d.

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. Accept Offer to Purchase Surplus Property – Fire Station 17, 10030 W. Ft. Island Trl., Crystal River.

a. Authorize Chairman to accept the offer of $200,000.00 from Ozello Water Association, Inc., a Florida Not for Profit Corporation.

b. Approve and Authorize Chairman to sign the attached Purchase and Sale Agreement and County Deed.

c. Authorize staff to execute all other documents related to the closing of the property, except for recordable documents; approve and authorize payment of related closing costs associated with this property disposition.

d. Authorize the Clerk to record said County Deed in the Public Records of Citrus County, Florida upon staff's receipt of payment.

e. Authorize staff to deliver deed once deed has been recorded in the Public Record.

Motion to approve item E6a through e.

At the request of Commissioner Jeff Kinnard, D.C., County Administrator Charles R. Oliver provided clarification.

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

E.7. Advanced Disposal Services Solid Waste Southest, Inc., Security Bond Continuation

Authorize Chairman to accept Argonaut Insurance Company Security Bond No. SUR0069942, replacing Bond No. SUR0018338, and to be made a part of Advanced

Disposal Services Solid Waste Southeast, Inc., Waste Disposal Account Agreement dated August 24th, 2021.

Motion to approve item E7.

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

E.8. Veterans Administration Lease Amendment

Approve and authorize the Chairman to execute the Lease Amendment between Citrus County, Florida, a political subdivision of the State of Florida and the United States of America (Government) for FY22 Funding.

Motion to approve item E8.

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

E.9. 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 E9.

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

E.10. Memorandum Of Understanding for EMS E911 Services

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

Motion to approve item E10.

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

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 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	11/9/2021		
5.	4/13/2021	Hall's River Road Multi-Purpose Path (Board decided to look at completing in phases, first phase Crumps to River Haven)	Randy Oliver	TBD		Funding has not been identified
6.	5/11/2021	Review Process and Cost for Rental Rates to Non-Profits	Colleen Scott/ Randy Oliver	10/26/2021	COMPLETED	
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	Randall Onley	9/14/2021		Bids Received Workshop Nov. 30,2021
9.	8/24/2021	Update on Homosassa River Noise & Safety Issue	Denise Lyn	Ongoing		
10.	9/28/2021	Provide Reconciliation of Fire Cares Expenses	Colleen Scott	10/30/2021	COMPLETED	Email sent 10/27/2021
11.	10/26/2021	Establish Process and criteria for Renting to Non-profits	Colleen Scott/ Randy Oliver	1/31/2022		
12.	10/26/2021	Negotiate price for Pirates Cove Property	Randy Oliver	10/29/2021	COMPLETE	Realtor declined offer and did not counter

County Administrator Charles R. Oliver requested the deletion of items 6, 10, and 12 and provided an update on item 12.

. Motion to approve item F with the removal of items 6, 10, and 12.

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

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

G.1. Distinguished Budget Presentation Award

Acknowledge receipt of the Distinguished Budget Presentation Award to the Board of County Commissioners from the Government Finance Officers Association of the United States and Canada.

County Administrator Charles R. Oliver provided the announcement and the Board recognized Management and Budget Director Colleen Scott and staff.

There was no action taken on this item.

G.2. Meeting Dates for 2022

Board approval of the proposed 2022 Board of County Commissioner meeting dates.

County Administrator Charles R. Oliver provided the recommendation.

Motion to approve the proposed 2022 Board of County Commissioner meeting dates.

Prior to the vote, Board discussion ensued with Mr. Oliver.

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

G.3. Redistricting 2021

Review and approve the proposed new election Districts.

County Administrator Charles R. Oliver and GIS Director Cynthia Skelhorn provided the recommendation.

Motion to approve the proposed new election districts.

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

H. PRESENTATIONS/PUBLIC HEARINGS

H.1. 1:30 PM PV-21-05 Brenda McKenzie for Diamond Self-Storage Property I, LLC - Conduct Public Hearing

a. Conduct a public hearing 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 and the Clerk to record the resolution for PV 21-05.

Land Development Director Joanna Coutu provided the staff presentation.

Brenda McKenzie, with McKenzie Permitting and Consulting provided the applicant information.

Citizen Nonila Castelar commented.

Motion to approve and authorize the Chairman to execute the resolution and the Clerk to record the resolution for PV-21-05.

Prior to the vote, First Vice Chairman Ronald E. Kitchen, Jr. responded to comments from Ms. Castelar.

Resolution Number 2021-118

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

H.2. 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan

a. Conduct a public hearing to review and discuss the SRF Septic Tank Phase Out Facilities Plan for the Homosassa Springs area.

b. Approve and authorize Water Resources staff to submit the plan to the Florida Department of Environmental Protection (FDEP) for further discussion.

There were no comments from the public.

Motion to approve and authorize Water Resources staff to submit the plan to the Florida Department of Environmental Protection for further discussion.

Water Resources Director Ken Cheek addressed the Board.

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

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

I.1. Beverly Hills Advisory Council - Accept with Regret Member Resignation and Announce Expiration of Terms

a. Announce the terms of expiration for two regular member positions on the Beverly Hills Advisory Council. The current terms expire on 01/31/22. The new terms will be for two years and expire on 01/31/2024.

b. Announce terms of membership available and the taking of applications for two regular member positions on the Beverly Hills Advisory Council. The terms will begin on 02/01/2022 (or the next scheduled Beverly Hills Advisory Council meeting) and expire on January 31, 2024.

County Administrator Charles R. Oliver provided the announcements.

At the request of First Vice Chairman Ronald E. Kitchen, Jr., Assistant Public Works Director Larry Brock provided clarification.

Motion to accept with regret the resignation of Ronald Linton.

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

I.2. Citrus Springs Advisory Council - Announce Expiration of Terms

a. Announce the terms of expiration for three regular member positions on the Citrus Springs Advisory Council. The current terms expire on 01/31/22. The new terms will be for two years and expire on 01/31/2024.

b. Announce terms of membership available and the taking of applications for three regular member positions on the Citrus Springs Advisory Council. The terms will begin on 02/01/2022 (or the next scheduled Citrus Springs Advisory Council meeting) and expire on January 31, 2024.

County Administrator Charles R. Oliver provided the announcements.

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

Nominate and appoint one applicant to the Special Library District Advisory Board as a Regular Member to fill one vacated unexpired term that ends on January 30, 2022.

Motion was made by First Vice Chairman Ronald E. Kitchen, Jr. to nominate and appoint John Labriola to the Special Library District Advisory Board, which died for lack of a second.

Motion to nominate and appoint Shavonna Reid to the Special Library District Advisory Board.

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

I.4. Continued - Item I3

Commissioner Holly Davis requested clarification regarding term limits.

J. COMMITTEE REPORTS FROM COMMISSIONERS

Commissioner Holly Davis shared information from the Florida Association of Counties meeting.

First Vice Chairman Ronald E. Kitchen, Jr gave an overview of the Tampa Bay Regional Planning Council (TBRPC) meeting.

Second Vice Chairman Ruthie Schlabach discussed the Transportation committee with National Association of Counties phone call with the Florida Department of Transportation.

Chairman Scott Carnahan provided an update on the Gulf Coast Consortium projects, followed by Board discussion.

K. COMMISSIONER HOLLY L. DAVIS - DISTRICT 5

K.1. Springs Protections Zones

Support Florida Fish and Wildlife Commission's Rule making process and direct staff to develop recommendation for springs protection zones that prohibit anchoring, mooring, beaching, or grounding of vessels or restrict the speed and operation of vessels to prevent harm to certain springs, spring groups, and their associated spring runs.

Commissioner Holly Davis provided the recommendation.

Motion to approve item K1.

Citizen Marianne Wetherington commented.

Commissioners responded to comments from Ms. Wetherington, followed by Board discussion with County Administrator Charles R. Oliver.

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

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 an article about Chairman Scott Carnahan in the Florida Trend magazine.

O. CHAIRMAN SCOTT CARNAHAN - DISTRICT 4

No items.

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

P.1. Attorney/Client Session - Dallise Jewett and Robert Jewett v. Citrus County, Florida

Approval to set an Attorney/Client Session on November 30, 2021 at 8:30 AM in the matter styled Dallise Jewett and Robert Jewett v. Citrus County, Florida, Case No: 2018-CA-222.

County Attorney Denise A. Dymond Lyn provided the recommendation and responded to questions from the Board.

Motion to approve to set an Attorney/Client Session on November 30, 2021 at 8:30 AM.

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

Q. OPEN TO THE PUBLIC

Citizens John Labriola and Dr. Paul John Reinhardt addressed the Board.

Commissioners responded to comments from the citizens.

. **Following item Q**

Commissioner Holly Davis discussed the nomination for Chairman for 2022, followed by Board discussion.

Clerk's Note: Chairman Scott Carnahan left at the conclusion of this item.

R. UPCOMING MEETINGS

1. Regular Meeting: **November 30, 2021, at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

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

S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

1.Special Meeting: Universal Collection, **Tuesday November 30, 2021, at 9:00 AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness FL 34450

1. BOCC Goal Setting Retreat: **Wednesday January 5, 2022, at 9:00 AM** Lecanto Government Building 3600 W. Sovereign Path Room #166, Lecanto, Florida 34461

CONTINUED - ITEM E4

County Attorney Denise A. Dymond Lyn explained that item E4 that was previously voted on was missing back up material.

. **Motion to reconsider item E4.**

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

. **Motion to approve item E4.**

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

T. 5:01 P.M. PUBLIC HEARINGS

First Vice Chairman Ronald E. Kitchen, Jr. explained the public hearing procedures.

T.1. 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC

a. Conduct a public hearing on November 9, 2021, at 5:01 p.m. to review and discuss CPA/AA/PUD-21-12, Steven Fischer for Crystal Glen Properties, LLC.

b. If approved, adopt and authorize the Chairman to execute the ordinances for CPA/AA/PUD-21-12, Steven Fischer for Crystal Glen Properties, LLC and direct the Clerk to execute the ordinances.

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

Motion to adopt the back up material into the record as evidence.

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

. **Continued - Item T1**

Attorney Clark Stillwell provided the applicant presentation and responded to questions from the Board.

Land Development Director Joanna Coutu provided the staff presentation.

Citizens Bob Bennett, Douglas Lay, John O'Connor, Paul Daugherty, and Therese Thomas commented.

Attorney Stillwell responded to the public comments.

Attorney Stillwell, County Attorney Denise A. Dymond Lyn, and Steven Fischer responded to questions from the Board.

. **Motion to adopt, approve, and authorize the Chairman to execute the ordinances for CPA/AA/PUD-21-12, Steven Fischer for Crystal Glen Properties, LLC and direct the Clerk to execute the ordinances based on finding of fact and competant and substantial evidence, including the 12 conditions.**

Ordinance Numbers 2021-A35 and 2021-A36

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

U. ADJOURN

The meeting was adjourned at 6:09 PM

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	

Minutes Acceptance: Minutes of Oct 12, 2021 1:00 PM (Minutes)

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.

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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

Minutes Acceptance: Minutes of Oct 12, 2021 1:00 PM (Minutes)

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)

Minutes Acceptance: Minutes of Oct 12, 2021 1:00 PM (Minutes)

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**

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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,

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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

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

E.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.

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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.

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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/			

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	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

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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.

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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

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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.

Minutes Acceptance: Minutes of Oct 12, 2021 1:00 PM (Minutes)

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).

Minutes Acceptance: Minutes of Oct 12, 2021 1:00 PM (Minutes)

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

Minutes Acceptance: Minutes of Oct 12, 2021 1:00 PM (Minutes)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Citrus County Forfeiture Fund
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

On October 10, 2019, the Sheriff's office transferred the Drug Seizure Funds to the County in the amount of $64,119.72. The Cash Carry Forward for FY2021 reflects a balance of $141,846.

The annual report provides a listing of all revenues and expenditures related the Drug Seizure Fines and Forfeitures which fall under the jurisdiction of the Board of County Commissioners.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Acknowledge receipt of the fiscal year 2020/2021 Drug Seizure Fund report.

DRUG SEIZURE FUND
FY 2021

BEGINNING BALANCE **$ 141,846.31**

DATE	ACCT	ACCT DESC	DETAIL	AMT	
REVENUES					
DRUG FORFEITURE REVENUE					
10/04/2021	351920	DRUG FF FUND	FORFEITURE CCSO	1,270.00	
09/14/2021	351920	DRUG FF FUND	FORFEITURE CCSO	2,557.00	
08/12/2021	351920	DRUG FF FUND	FORFEITURE CCSO	135.00	
07/20/2021	351920	DRUG FF FUND	FORFEITURE CCSO	297.98	
06/28/2021	351920	DRUG FF FUND	FORFEITURE CCSO	1,290.00	
05/11/2021	351920	DRUG FF FUND	FORFEITURE CCSO	15,950.75	
04/29/2021	351920	DRUG FF FUND	FORFEITURE CCSO	1,500.00	
03/18/2021	351920	DRUG FF FUND	FORFEITURE CCSO	1,577.00	
02/23/2021	351920	DRUG FF FUND	FORFEITURE CCSO	1,333.00	
01/12/2021	351920	DRUG FF FUND	FORFEITURE CCSO	68.82	
12/10/2020	351920	DRUG FF FUND	FORFEITURE CCSO	955.00	
11/23/2020	351920	DRUG FF FUND	FORFEITURE CCSO	1,765.69	
TOTAL DRUG FORFEITURE REVENUE					28,700.24
INTEREST INCOME					
09/30/2021	361200	INTEREST	MONEY MKT AND LGIP INTEREST	10.59	
09/01/2021	361200	INTEREST	MONEY MKT AND LGIP INTEREST	12.62	
08/01/2021	361200	INTEREST	MONEY MKT AND LGIP INTEREST	18.98	
07/01/2021	361200	INTEREST	MONEY MKT AND LGIP INTEREST	11.15	
06/01/2021	361200	INTEREST	MONEY MKT AND LGIP INTEREST	13.56	
05/01/2021	361200	INTEREST	MONEY MKT AND LGIP INTEREST	15.11	
04/01/2021	361200	INTEREST	MONEY MKT AND LGIP INTEREST	18.67	
03/01/2021	361200	INTEREST	MONEY MKT AND LGIP INTEREST	20.29	
02/01/2021	361200	INTEREST	MONEY MKT AND LGIP INTEREST	19.68	
01/01/2021	361200	INTEREST	MONEY MKT AND LGIP INTEREST	19.71	
12/01/2020	361200	INTEREST	MONEY MKT AND LGIP INTEREST	22.64	
11/01/2020	361200	INTEREST	MONEY MKT AND LGIP INTEREST	32.29	
TOTAL INTEREST					215.29
TOTAL REVENUES					**$ 28,915.53**
EXPENDITURES					
LEGAL FEES					
09/30/2021	53100	LEGAL FEES	SMITH, AARON - FORFEITURE	150.50	
09/30/2021	53100	LEGAL FEES	CARLTON, WILLIAM - FORFEITURE	987.00	
09/30/2021	53100	LEGAL FEES	DYESS, RICKY - FORFEITURE	611.00	
09/30/2021	53100	LEGAL FEES	MOSS-CLARK, DERIK - FORFEITURE	446.50	

Attachment: Drug Seizure Acct (18557 : Citrus County Forfeiture Fund)

				2,195.00
08/31/2021	53100 LEGAL FEES	SMITH, AARON - FORFEITURE	386.00	
08/31/2021	53100 LEGAL FEES	CARLTON, WILLIAM - FORFEITURE	869.50	
08/31/2021	53100 LEGAL FEES	DYESS, RICKY - FORFEITURE	211.50	
08/31/2021	53100 LEGAL FEES	EVANS, MAURICE - FORFEITURE	47.00	
08/31/2021	53100 LEGAL FEES	MOSS-CLARK, DERIK - FORFEITURE	414.86	
				1,928.86
07/31/2021	53100 LEGAL FEES	CARLTON, WILLIAM - FORFEITURE	47.00	
07/31/2021	53100 LEGAL FEES	DAVIS, TIMOTHY - FORFEITURE	329.00	
07/31/2021	53100 LEGAL FEES	DYESS, RICKY - FORFEITURE	517.00	
07/31/2021	53100 LEGAL FEES	LONGOBARDO - FORFEITURE	47.00	
07/31/2021	53100 LEGAL FEES	SAWYER, MARCUS - FORFEITURE	23.50	
07/31/2021	53100 LEGAL FEES	EVANS, MAURICE - FORFEITURE	164.50	
07/31/2021	53100 LEGAL FEES	MOSS-CLARK, DERIK - FORFEITURE	1,128.00	
				2,256.00
06/30/2021	53100 LEGAL FEES	SMITH, AARON - FORFEITURE	2,835.00	
06/30/2021	53100 LEGAL FEES	CARLTON, WILLIAM - FORFEITURE	355.51	
06/30/2021	53100 LEGAL FEES	DAVIS, TIMOTHY - FORFEITURE	23.50	
06/30/2021	53100 LEGAL FEES	DYESS, RICKY - FORFEITURE	244.50	
06/30/2021	53100 LEGAL FEES	KOVALCHI, JOHN - FORFEITURE	188.00	
06/30/2021	53100 LEGAL FEES	LONGOBARDO - FORFEITURE	117.50	
06/30/2021	53100 LEGAL FEES	SAWYER, MARCUS - FORFEITURE	94.00	
06/30/2021	53100 LEGAL FEES	MOSS-CLARK, DERIK - FORFEITURE	1,222.00	
06/30/2021	53100 LEGAL FEES	TUCKER, SATWINDER FORFEITURE	94.00	
				5,174.01
05/31/2021	53100 LEGAL FEES	SMITH, AARON - FORFEITURE	846.00	
05/31/2021	53100 LEGAL FEES	CARLTON, WILLIAM - FORFEITURE	1,282.15	
05/31/2021	53100 LEGAL FEES	DAVIS, TIMOTHY - FORFEITURE	400.00	
05/31/2021	53100 LEGAL FEES	KOVALCHI, JOHN - FORFEITURE	275.00	
05/31/2021	53100 LEGAL FEES	SLACK, NICHOLAS - FORFEITURE	70.50	
05/31/2021	53100 LEGAL FEES	TUCKER, SATWINDER FORFEITURE	329.00	
				3,202.65
04/30/2021	53100 LEGAL FEES	CARLTON, WILLIAM - FORFEITURE	1,105.14	
04/30/2021	53100 LEGAL FEES	DYESS, RICKY - FORFEITURE	23.50	
04/30/2021	53100 LEGAL FEES	KOVALCHI, JOHN - FORFEITURE	100.00	
04/30/2021	53100 LEGAL FEES	TUCKER, SATWINDER FORFEITURE	164.50	
				1,393.14
03/31/2021	53100 LEGAL FEES	CARLTON, WILLIAM - FORFEITURE	1,296.45	
03/31/2021	53100 LEGAL FEES	DAVIS, TIMOTHY - FORFEITURE	70.50	
03/31/2021	53100 LEGAL FEES	DYESS, RICKY - FORFEITURE	48.50	
03/31/2021	53100 LEGAL FEES	KOVALCHI, JOHN - FORFEITURE	95.50	

Attachment: Drug Seizure Acct (18557 : Citrus County Forfeiture Fund)

03/31/2021	53100	LEGAL FEES	EVANS, MAURICE - FORFEITURE	8,363.62	
03/31/2021	53100	LEGAL FEES	SLACK, NICHOLAS - FORFEITURE	520.00	
03/31/2021	53100	LEGAL FEES	TUCKER, SATWINDER FORFEITURE	681.50	
03/31/2021	53100	LEGAL FEES	MOSS-CLARK, DERIK - FORFEITURE	117.50	
					11,193.57
02/28/2021	53100	LEGAL FEES	GENERAL	47.00	
02/28/2021	53100	LEGAL FEES	LONGOBARDO - FORFEITURE	165.25	
02/28/2021	53100	LEGAL FEES	DYESS, RICKY - FORFEITURE	1,060.50	
02/28/2021	53100	LEGAL FEES	MOSS-CLARK, DERIK - FORFEITURE	110.31	
					1,383.06
01/31/2021	53100	LEGAL FEES	DAVIS, TIMOTHY - FORFEITURE	94.00	
01/31/2021	53100	LEGAL FEES	LONGOBARDO - FORFEITURE	35.25	
01/31/2021	53100	LEGAL FEES	SLACK, NICHOLAS - FORFEITURE	199.75	
01/31/2021	53100	LEGAL FEES	DYESS, RICKY - FORFEITURE	5,216.13	
01/31/2021	53100	LEGAL FEES	MOSS-CLARK, DERIK - FORFEITURE	65.00	
					5,610.13
12/31/2020	53100	LEGAL FEES	MOSS-CLARK, DERIK - FORFEITURE	273.50	273.50
11/30/2020	53100	LEGAL FEES	MOSS-CLARK, DERIK - FORFEITURE	293.75	293.75
11/30/2020	53100	LEGAL FEES	TUCKER, SATWINDER FORFEITURE	235.00	235.00
10/31/2020	53100	LEGAL FEES	MOSS-CLARK, DERIK - FORFEITURE	555.50	555.50
TOTAL LEGAL FEES					**35,694.17**
DRUG FORFEITURE - GRANTS					
12/31/2020	58200	DRUG FF - GRANTS	ANTI DRUG COALITION	5,400.00	
12/31/2020	58200	DRUG FF - GRANTS	YMCA OF SUNCOAST	2,500.00	
TOTAL DRUG FORFEITURE GRANTS					**7,900.00**
TOTAL EXPENDITURES					**$ 43,594.17**
EXCESS OF REVENUES OVER EXPENDITURES					**$ 127,167.67**

Attachment: Drug Seizure Acct (18557 : Citrus County Forfeiture Fund)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	PLT-21-12 Barrett Estate
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

This is a replat request to reconfigure three residential lots to two residential lots in the River Lakes Manor Unit No. 1 plat on E Shorewood Drive in Hernando. The application has been reviewed by staff and recommended for approval.

BUDGET IMPACT/FUNDING SOURCE:

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

N/A – recording fee is responsibility of applicant

RECOMMENDED ACTION:

a. Review and approve application PLT-21-12, Barrett Estate

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.

BARRETT ESTATE

A REPLAT OF LOTS 116, 117 AND 118, BLOCK 21 - RIVER-LAKES MANOR UNIT NO. 1 - PLAT BOOK 3, PAGES 96-101 PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SECTION 1, TOWNSHIP 18 SOUTH, RANGE 19 EAST

LEGAL DESCRIPTION

A RE-PLAT OF LOTS 116, 117 AND 118, BLOCK 21, RIVER-LAKES MANOR UNIT NO. 1, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 96-101, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"

BEGIN AT THE NORTHWEST CORNER OF LOT 116, BLOCK 21, RIVER-LAKES MANOR UNIT NO. 1, PLAT BOOK 3, PAGES 96 THROUGH 101, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, THENCE S.09°30'00"E., ALONG THE WEST LINE OF SAID LOT 116, BLOCK 21, A DISTANCE OF 195.77 FEET, MORE OR LESS TO THE WATERS OF LAKE TSALA APOPKA THENCE S.83°03'10"E., ALONG SAID WATERS A DISTANCE OF 111.51 FEET, THENCE N.09°29'51"W., LEAVING SAID WATERS A DISTANCE OF 194.47 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF EAST SHOREWOOD DRIVE, A 50.00 FOOT WIDE RIGHT OF WAY, AND A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A DELTA ANGLE OF 24°20'54", A RADIUS OF 85.15 FEET, A CHORD BEARING OF S.89°12'55"W. AND A CHORD DISTANCE OF 35.91 FEET, THENCE SOUTHWESTERLY THE ARC OF SAID CURVE A DISTANCE OF 36.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE N. 78°30'00"W., A DISTANCE OF 76.54 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 20,530 SQUARE FEET OR 0.47 ACRES, MORE OR LESS.

PARCEL "B"

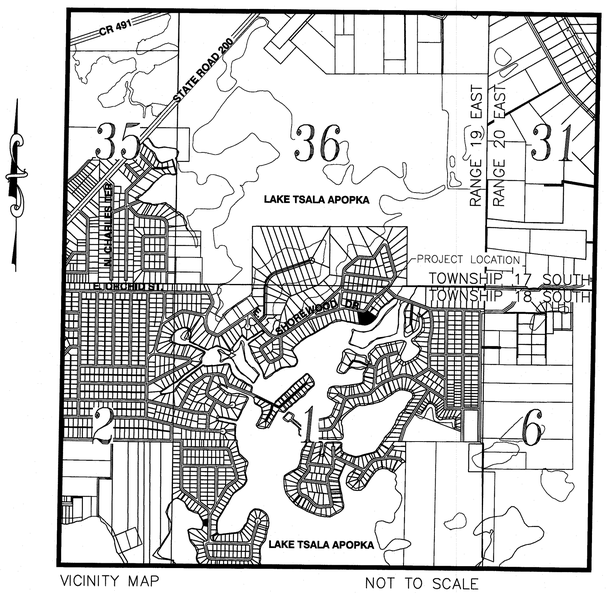
BEGIN AT THE NORTHEAST CORNER OF LOT 118, BLOCK 21, RIVER-LAKES MANOR UNIT NO. 1, THENCE S.55°45'00"E., ALONG THE EAST LINE OF SAID LOT 118, BLOCK 21, A DISTANCE OF 173.33 FEET MORE OR LESS TO THE WATERS OF LAKE TSALA APOPKA, THENCE S.31°11'50"W., ALONG SAID WATERS A DISTANCE OF 6.32 FEET, THENCE S.52°09'10"W., CONTINUING ALONG SAID WATERS A DISTANCE OF 201.86 FEET, THENCE N.09°29'51"W., A DISTANCE OF 194.47 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF EAST SHOREWOOD DRIVE, A 50.00 FOOT WIDE RIGHT OF WAY, AND A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A DELTA ANGLE OF 42°53'18", A RADIUS OF 85.15 FEET, A CHORD BEARING OF N.55°47'23"E. AND A CHORD DISTANCE OF 62.26 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 63.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 22,675 SQUARE FEET OR 0.52 ACRES, MORE OR LESS.

SURVEY NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF LOT 116, BLOCK 21, HAVING A BEARING OF N78°30'00"W AS SHOWN ON THE PLAT OF RECORD.
2. PROPERTY LIES IN SECTION 1, TOWNSHIP 18 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA.
3. THE PROPERTY DESCRIBED HEREON APPEARS TO BE IN FLOOD ZONE X (AREA DETERMINED TO FALL OUTSIDE OF THE 0.2% CHANCE ANNUAL FLOOD HAZARD), FLOOD ZONE X (AREA DETERMINED TO FALL WITHIN THE 0.2% CHANCE ANNUAL FLOOD HAZARD) AND FLOOD ZONE AE, HAVING A BASE FLOOD ELEVATION OF 41.3 (NORTH AMERICAN VERTICAL DATUM OF 1988) FEET AS SCALED FROM THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 120063, MAP NUMBER 12017C, PANEL NUMBER 0228-D, EFFECTIVE DATE 09/26/2014.
4. APPROXIMATE LOCATION OF FLOOD ZONE DELINEATION LINES WERE SCALED FROM THE FLOOD INSURANCE RATE MAP AND HAS NOT BEEN VERIFIED BY FIELD MEASUREMENTS.
5. ALL DISTANCES SHOWN HEREON REPRESENT GROUND DISTANCES.
6. THIS SUBDIVISION WILL BE SERVED WITH PRIVATE WELL AND SEPTIC SYSTEMS. IF CENTRAL WATER AND/OR SEWER BECOME AVAILABLE IN THE FUTURE PROPERTY OWNER(S) WILL BE REQUIRED TO CONNECT WITHIN 365 DAYS.
7. NO NEW STREETS OR WATER RETENTION AREAS HAVE BEEN CREATED BY THIS PLAT.
8. HORIZONTAL COORDINATE VALUES SHOWN REFLECT FLORIDA STATE PLANE COORDINATES SYSTEM WEST ZONE, AND ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83) ADJUSTMENT OF 1999. THE COORDINATES ARE FROM THE PUBLISHED TOWNSHIP MAPS FOR THE NORTHWEST CORNER OF SECTION 1, AND THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 TOWNSHIP 18 SOUTH, RANGE 19 EAST. NOTE: BEARINGS ARE PLAT BEARINGS AND ARE NOT ON FLORIDA GRID.
9. THIS SUBDIVISION CONTAINS 0.99 ACRES MORE OR LESS.

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL UNDER 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 CITRUS COUNTY.



VICINITY MAP NOT TO SCALE

Coastal engineering associates, inc.
Engineering
Planning
Surveying
Environmental
Construction Management

966 Candlelight Blvd.
Brooksville, FL 34601
Office: 352-796-9423

3703 East Forest Drive
Inverness, FL 34453
352-344-2016

EB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

APPROVAL OF COUNTY OFFICIALS

BY: _____, COUNTY ENGINEER

BY: _____, DIRECTOR OF PUBLIC WORKS

BY: _____, DIRECTOR OF ENVIRONMENTAL HEALTH

BY: _____, DIRECTOR OF LAND DEVELOPMENT

APPROVED AS TO FORM AND SUBSTANCE

BY: _____, DENISE A. DYMOND LYN, COUNTY ATTORNEY

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT HOWARD E. BARRETT, JR. AND ANTONIA C. BARRETT, BEING THE OWNERS IN FEE SIMPLE OF THE LANDS DESCRIBED ON THE ATTACHED PLATS ENTITLED BARRETT ESTATE, LOCATED IN CITRUS COUNTY, FLORIDA, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED; THAT THE EXISTING AND PROPOSED UTILITY EASEMENTS AS SHOWN OR NOTED ARE GRANTED TO CITRUS COUNTY AND TO THE APPROPRIATE UTILITY COMPANIES FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND FACILITIES. THERE ARE NO NEW ROADS BEING DEDICATED OR CREATED AS PART OF THIS PLAT.

IN WITNESS WHEREOF, HOWARD E. BARRETT, JR. AND ANTONIA C. BARRETT, HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS CORPORATE NAME BY ITS PRESIDENT AND SECRETARY, ALL BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS OF SAID PARTNERSHIP.

WITNESS: Kathryn D Storm
SIGNATURE
Kathryn D Storm
PRINTED NAME

WITNESS: Paul K. Storm
SIGNATURE
Paul K. Storm
PRINTED NAME

BY: Howard E. Barrett Jr.
HOWARD E. BARRETT, JR.

WITNESS: Kathryn D Storm
SIGNATURE
Kathryn D Storm
PRINTED NAME

WITNESS: Paul K. Storm
SIGNATURE
Paul K. Storm
PRINTED NAME

BY: Antonia C Barrett
ANTONIA C. BARRETT

BEFORE ME THIS DAY PERSONALLY APPEARED HOWARD E. BARRETT, JR. AND ANTONIA C. BARRETT, OWNERS IN FEE SIMPLE OF THE LANDS DESCRIBED ON THE ATTACHED PLATS ENTITLED BARRETT ESTATE WHO ARE PERSONALLY KNOWN TO ME OR HAVE PRODUCED , AS IDENTIFICATION AND DID / DID NOT TAKE AN OATH.

BY: Sharon Sue Storm
NOTARY PUBLIC – STATE OF FLORIDA FLORIDA CERTIFICATE NO. _____

SHARON SUE STORM
MY COMMISSION # HH128164
EXPIRES: July 22, 2025

DATE: Sept. 18, 2021

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF BARRETT ESTATES IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS AS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION; THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) AS SHOWN WERE IN PLACE AS OF MARCH 4, 2021 AND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, PART 1 FLORIDA STATUTES AND THE CITRUS COUNTY LAND DEVELOPMENT CODE, CHAPTER 11-035

BY: Gary W. Smith
GARY W. SMITH, PSM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS 4577

DATE: JUNE 23, 2021

GARY W. SMITH CERTIFICATE No. 4577 STATE OF FLORIDA REGISTERED LAND SURVEYOR

COUNTY SURVEYOR'S APPROVAL

I HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY CITRUS COUNTY, FLORIDA AND I HAVE REVIEWED THE SURVEY AND PLAT OF PINE RIDGE ESTATES FOR CONFORMITY TO CHAPTER 177, PART 1 OF THE FLORIDA STATUTES AND I HEREBY CERTIFY THAT SAID SURVEY AND PLAT COMPLY WITH THE REQUIREMENT OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES AND CHAPTER 11.035 OF THE CITRUS COUNTY LAND DEVELOPMENT CODE.

BY: _____
MARK THOMAS, PSM #5151
STATE OF FLORIDA.
CITRUS COUNTY SURVEY SECTION CHIEF

DATE: _____

ABSTRACTOR'S CERTIFICATE

I HEREBY CERTIFY THAT HOWARD E. BARRETT, JR. AND ANTONIA C. BARRETT ARE THE OWNER OF RECORD OF THE LANDS HEREBY PLATTED, THAT THERE ARE NO DELINQUENT TAXES ON SAID LANDS; THAT RECORD TITLE TO ALL ACCESS ROADS IS HELD BY THE PUBLIC AND THAT THERE ARE NO MORTGAGE HOLDERS OF RECORD CONCERNING THIS PROPERTY OTHER THAN AS SHOWN.

BY: Paula J. Downin
Paula J. Downin PRINTED NAME
FOR Fidelity Title Services, LLC

DATE: 9/30/21

COMMISSIONERS APPROVAL

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, DOES HEREBY APPROVE THIS PLAT FOR RECORDING IN THE PUBLIC RECORDS AND ACCEPTS THE FOREGOING DEDICATION.

ATTEST: _____ BY: _____

FOR ANGELA VICK
CLERK OF THE CIRCUIT COURT

SCOTT CARNAHAN, CHAIRMANN
BOARD OF COUNTY COMMISSIONERS

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT CONFORMS WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND THAT SAID PLAT WAS FILED FOR RECORD IN PLAT BOOK_____AT PAGES_____THRU_____OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA AT_____ AM/PM ON _____, 2021. FILE NUMBER.:_____

BY: _____
FOR ANGELA VICK
CLERK OF THE CIRCUIT COURT

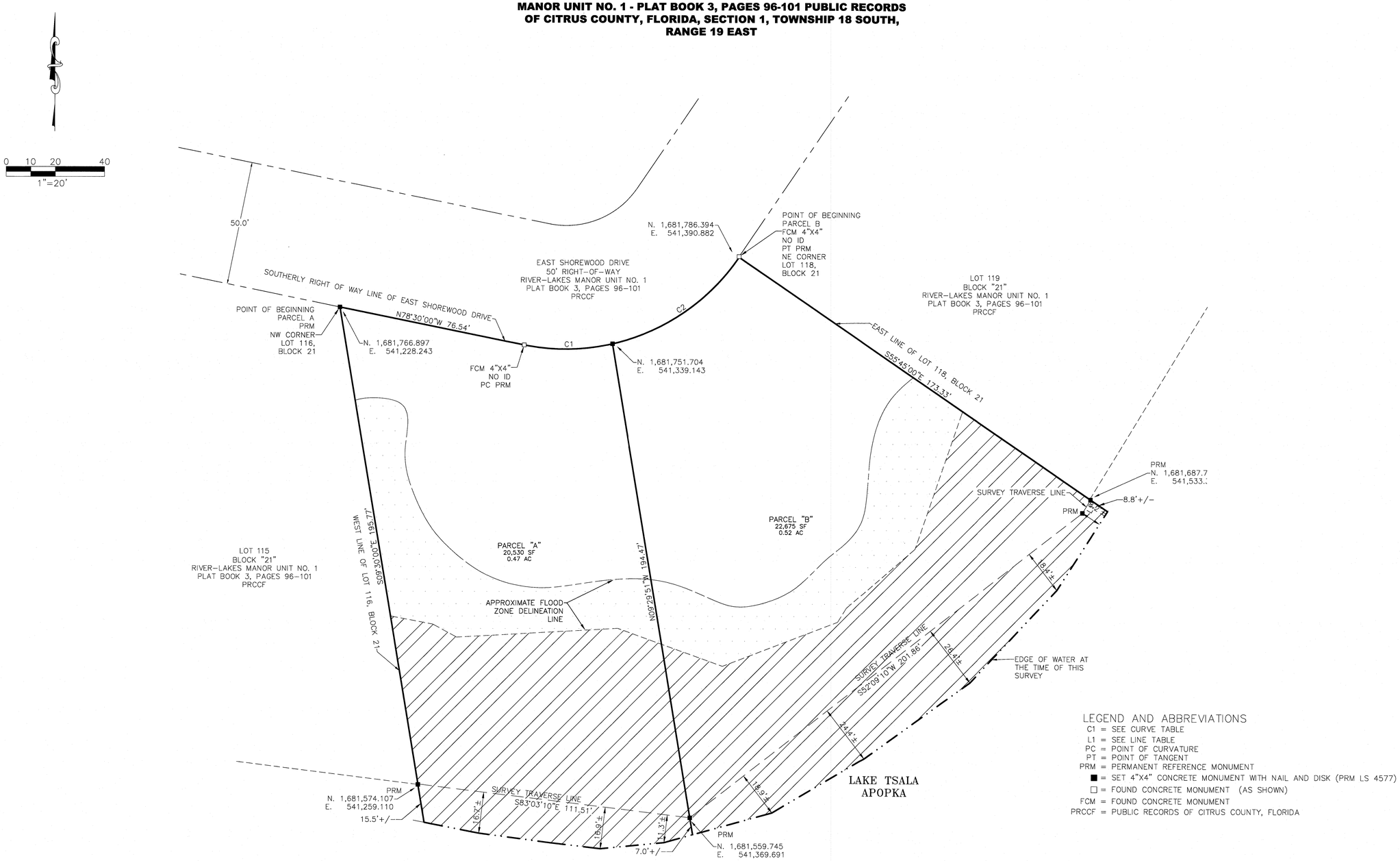
DATE: _____

PLAT BOOK___, PAGE___.

Attachment: mylar scan (18482 : PLT-21-12 Barrett Estate)

BARRETT ESTATE

A REPLAT OF LOTS 116, 117 AND 118, BLOCK 21 - RIVER-LAKES MANOR UNIT NO. 1 - PLAT BOOK 3, PAGES 96-101 PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SECTION 1, TOWNSHIP 18 SOUTH, RANGE 19 EAST



LEGEND AND ABBREVIATIONS

C1 = SEE CURVE TABLE
L1 = SEE LINE TABLE
PC = POINT OF CURVATURE
PT = POINT OF TANGENT
PRM = PERMANENT REFERENCE MONUMENT
■ = SET 4"X4" CONCRETE MONUMENT WITH NAIL AND DISK (PRM LS 4577)
□ = FOUND CONCRETE MONUMENT (AS SHOWN)
FCM = FOUND CONCRETE MONUMENT
PRCCF = PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA

FLOOD ZONE LEGEND

= FLOOD ZONE X (AREAS DETERMINED TO FALL OUTSIDE OF THE 0.2% CHANCE ANNUAL FLOOD HAZARD)

= FLOOD ZONE X (AREAS DETERMINED TO LIE WITHIN THE 0.2% CHANCE ANNUAL FLOOD HAZARD)

= FLOOD ZONE AE (HAVING A BASE FLOOD ELEVATION OF 41.3 FEET)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	36.19'	85.15'	24°20'54"	S89°12'55"W	35.91'
C2	63.74'	85.15'	42°53'18"	N55°47'23"E	62.26'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S31°11'50"W	6.32'

Coastal engineering associates, inc.
Engineering
Planning
Surveying
Environmental
Construction Management

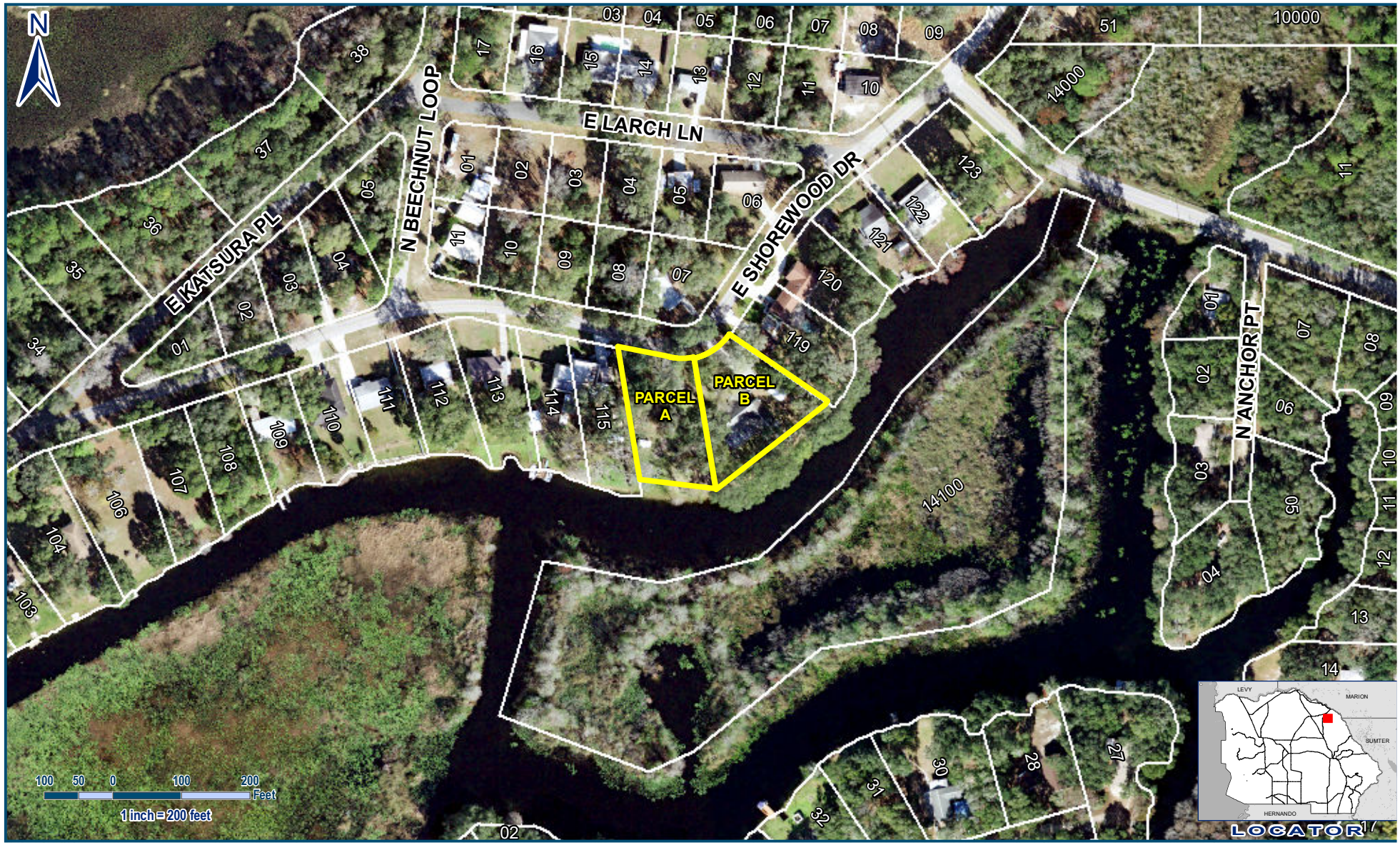
966 Candlelight Blvd.
Brooksville, FL 34601
Office: 352-796-9423

3703 East Forest Drive
Inverness, FL 34453
352-344-2016

EB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

PLAT BOOK___, PAGE___.

Attachment: mylar scan (18482 : PLT-21-12 Barrett Estate)



Legend

PLT-21-12

BARRETT ESTATE
PLT-21-12
SEC 01 TWN 18S RNG 19E

Geographic Information Systems

Prepared By : Susan O'Connell
Date: October 5, 2021
Source: Enterprise Geodatabase
Map Number: SO001208

Cynthia P. Skelhorn
Director

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Attachment: Locator Map (18482 : PLT-21-12 Barrett Estate)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	PLT-21-11 Blackburn-Bennett Subdivision
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

This is a replat request to reconfigure three residential lots to two residential lots in the Green Acres Addition No. 7 plat on S. Melanie Drive in Homosassa. The application has been reviewed by staff and recommended for approval.

BUDGET IMPACT/FUNDING SOURCE:

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

N/A – recording fee is responsibility of applicant

RECOMMENDED ACTION:

a. Review and approve application PLT-21-11, Blackburn-Bennett 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.

BLACKBURN–BENNETT SUBDIVISION

A Replat of Lots 151, 152 and a portion of Lot 153, GREEN ACRES ADDITION NO. 7, according to the map or plat thereof, as recorded in Plat Book 9, Pages 23 through 29, Public Records of Citrus County, Florida.

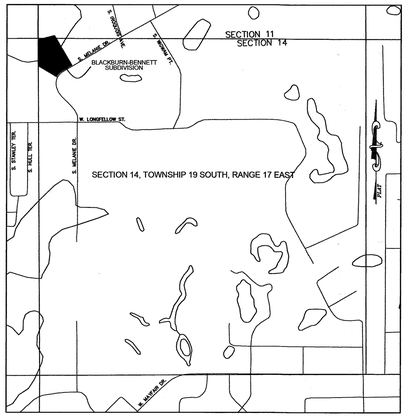
SECTIONS 11 AND 14, TOWNSHIP 19 SOUTH, RANGE 17 EAST

LEGAL DESCRIPTION:

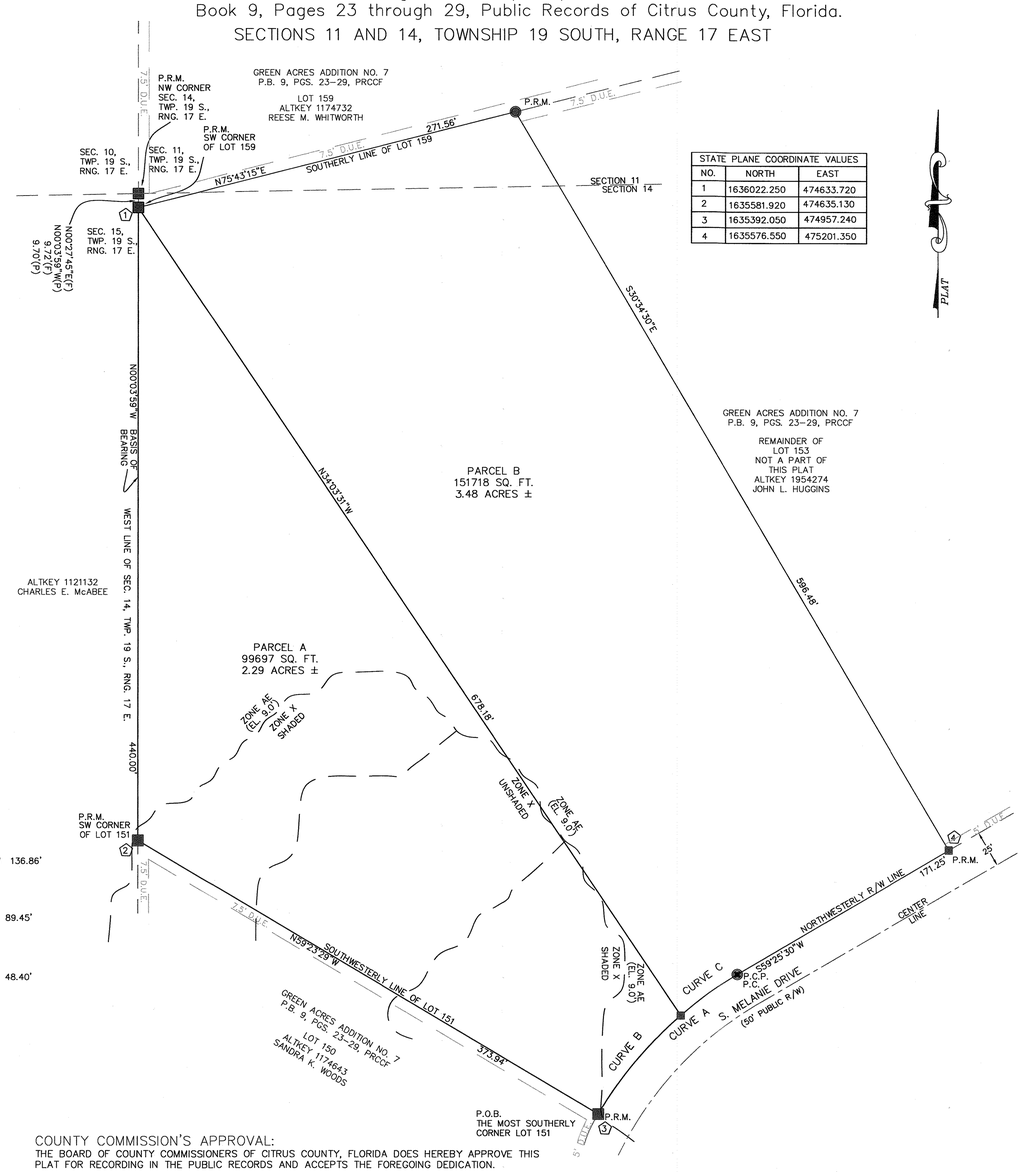
Begin at the most Southerly corner of Lot 151, GREEN ACRES ADDITION NO. SEVEN, according to the plat thereof, recorded in Plat Book 9, Pages 23 through 29 of the Public Records of Citrus County, Florida, said point also being on the Northwesterly right–of–way line of S. MELANIE DR. (a 50 foot wide road per said plat) and a curve concaved Southeasterly having a radius of 275.00 feet and a central angle of 28°48'59"; Thence N 59°23'29" W along the Southwesterly line of said Lot 151, 373.94 feet to the SW corner of said Lot 151, said point also being on the West line of Section 14, Township 19 South, Range 17 East; thence N 00°03'59" W along said West line, 440.00 feet to the SW corner of Lot 159 of said Plat; thence N 75°43'15" E along the Southerly line of said Lot 159, 271.56 feet; thence departing said Southerly line S 30°34'30" E, 596.48 feet to apoint on the aforementioned Northwesterly right–of–way line; thence S 59°25'30" W along said Northwesterly right–of–way line, 171.25 feet to the point of curvature of the aforementioned curve; thence Southwesterly along the arc of said curve 138.31 feet to the POINT OF BEGINNING (chord bearing and distance between said points being S 45°01'00" W, 136.86 feet).
Containing 5.77 Acres more or less.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN ARE BASED ON THE PLAT OF GREEN ACRES ADDITION NO SEVEN WITH THE BEARING OF S 00°03'59" E ALONG THE WEST LINE OF SECTION 14.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12017C 0304E, DATED JANUARY 15, 2021, THIS PROPERTY LIES IN FLOOD ZONES X UNSHADED (AREA OF MINIMAL FLOOD HAZARD), X SHADED (AREA OF MODERATE FLOOD HAZARD) AND AE (BASE FLOOD ELEVATION 9.0 FEET NAVD 88) ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY.
3. THIS PROJECT WILL BE SERVICED BY PRIVATE WELL AND SEPTIC SYSTEMS. IF FUTURE CENTRAL WATER AND/OR SEWER BECOME AVAILABLE THIS PROJECT IS REQUIRED TO CONNECT WITHIN 365 DAYS OF NOTIFICATION.
4. HORIZONTAL COORDINATE VALUES SHOWN HEREON REFLECT FLORIDA STATE PLANE COORDINATES WEST ZONE AND ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), ADJUSTMENT OF 1999.
5. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
6. NO NEW STREETS OR WATER RETENTION AREAS HAVE BEEN CREATED BY THIS PLAT.
7. EASEMENTS SHOWN ON THE PLAT OF GREEN ACRES ADDITION NO. SEVEN, PLAT BOOK 9, PAGES 23 THROUGH 29, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA ARE VACATED AND ANNUL BY THIS REPLAT PER FLORIDA STATUTE 177.101(2).
8. APPROXIMATE LOCATION OF FLOOD ZONES SHOWN HEREON WERE SCALED FROM FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) RATE MAP AND HAS NOT BEEN VERIFIED BY FIELD MEASUREMENTS.



LOCATION MAP
NOT TO SCALE
SECTIONS 11 AND 14, TOWNSHIP 19 SOUTH, RANGE 17 EAST
CITRUS COUNTY, FLORIDA



STATE PLANE COORDINATE VALUES		
NO.	NORTH	EAST
1	1636022.250	474633.720
2	1635581.920	474635.130
3	1635392.050	474957.240
4	1635576.550	475201.350

CURVE DATA (A):
Δ = 28°48'59"
R. = 275.00'
L. = 138.31'
CHD. = S 45°01'000" W 136.86'

CURVE DATA (B):
Δ = 18°43'11"
R. = 275.00'
L. = 89.85'
CHD. = N 39°58'06" E 89.45'

CURVE DATA (C):
Δ = 10°05'48"
R. = 275.00'
L. = 48.46'
CHD. = N 54°22'36" E 48.40'

LEGEND:
- FOUND 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) Except as noted.
- FOUND 5/8" IRON ROD & CAP (RLS 1507) Except as noted.
- SET NAIL AND DISK (LB 7314) IN ASPHALT DRIVEWAY
- (P) PLAT OF GREEN ACRES ADDITION NO. SEVEN
- (D) DEED
- (F) FIELD MEASURED
- (LB) LICENSED BUSINESS
- (P.O.B.) POINT OF BEGINNING
- (P.R.M.) PERMANENT REFERENCE MONUMENT
- (P.R.C.C.F.) PUBLIC RECORDS CITRUS COUNTY FLORIDA
- (PG(S).) PAGE(S)
- (R/W) RIGHT OF WAY
- (MOL)(±) MORE OR LESS
- (P.B.) PLAT BOOK
- (ALTKEY) ALTERNATE KEY NUMBER
- (4) STATE PLANE COORDINATE NUMBER
- (SEC.) SECTION
- (TWP.) TOWNSHIP
- (RNG.) RANGE
- (R) RADIUS
- (L) ARC LENGTH
- (Δ) DELTA
- (CH) CHORD: BEARING & DISTANCE
- (D.U.E.) DRAINAGE & UTILITY EASEMENT
- (P.C.P.) PERMANENT CONTROL POINT
- (P.C.) POINT OF CURVATURE

GRAPHIC SCALE
50 0 25 50
(IN FEET)
1 inch = 50 ft.

OWNERS DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, DOUGLAS BLACKBURN, MELISSA BLACKBURN, FRANCIS H. BENNETT AND CHERYL D. BENNETT ARE THE OWNERS IN FEE SIMPLE OF THE LANDS LOCATED IN CITRUS COUNTY, FLORIDA, HEREON DESCRIBED, HAVE CAUSED TO BE MADE THIS PLAT TITLED "BLACKBURN–BENNETT SUBDIVISION" AND THAT NO NEW ROADS ARE BEING DEDICATED OR CREATED AS PART OF THIS PLAT. 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.

SIGNED AND ATTESTED TO BY THE PERSONS NAMED BELOW HERETO ON THIS 4th DAY OF October, 2021

NOTARY ACKNOWLEDGMENT:
STATE OF Florida
COUNTY OF Citrus
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 4th DAY OF October 2021, BY DOUGLAS BLACKBURN, OWNER OF SAID LANDS, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED Valid DL AS IDENTIFICATION AND DID NOT TAKE AN OATH.
DATE : 10/04/2021
SIGNED : Stella V. Eiland
NOTARY PUBLIC, STATE OF Florida
MY COMMISSION EXPIRES
COMMISSION NO.:
BY: DOUGLAS BLACKBURN
Douglas Blackburn
PRINTED NAME
STELLA V. EILAND Commission # GG 983341 Expires June 1, 2024 Bonded Thru Troy Fain Insurance 800-385-7019
ATTEST: Jeri Lynn Diehl PRINTED NAME
ATTEST: Felicia Custer PRINTED NAME

NOTARY ACKNOWLEDGMENT:
STATE OF Florida
COUNTY OF Citrus
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 4th DAY OF October 2021, BY MELISSA BLACKBURN, OWNER OF SAID LANDS, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED Valid DL AS IDENTIFICATION AND DID NOT TAKE AN OATH.
DATE : 10/04/2021
SIGNED : Stella V. Eiland
NOTARY PUBLIC, STATE OF Florida
MY COMMISSION EXPIRES
COMMISSION NO.:
BY: MELISSA BLACKBURN
Melissa Blackburn
PRINTED NAME
STELLA V. EILAND Commission # GG 983341 Expires June 1, 2024 Bonded Thru Troy Fain Insurance 800-385-7019
ATTEST: Jeri Lynn Diehl PRINTED NAME
ATTEST: Felicia Custer PRINTED NAME

NOTARY ACKNOWLEDGMENT:
STATE OF Florida
COUNTY OF Citrus
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 4th DAY OF October 2021, BY FRANCIS H. BENNETT, OWNER OF SAID LANDS, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED Valid DL AS IDENTIFICATION AND DID NOT TAKE AN OATH.
DATE : 10/04/2021
SIGNED : Stella V. Eiland
NOTARY PUBLIC, STATE OF Florida
MY COMMISSION EXPIRES
COMMISSION NO.:
BY: FRANCIS H. BENNETT
Francis H. Bennett
PRINTED NAME
STELLA V. EILAND Commission # GG 983341 Expires June 1, 2024 Bonded Thru Troy Fain Insurance 800-385-7019
ATTEST: Jeri Lynn Diehl PRINTED NAME
ATTEST: Felicia Custer PRINTED NAME

NOTARY ACKNOWLEDGMENT:
STATE OF Florida
COUNTY OF Citrus
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 4th DAY OF October 2021, BY CHERYL D. BENNETT, OWNER OF SAID LANDS, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED Valid DL AS IDENTIFICATION AND DID NOT TAKE AN OATH.
DATE : 10/04/2021
SIGNED : Stella V. Eiland
NOTARY PUBLIC, STATE OF Florida
MY COMMISSION EXPIRES
COMMISSION NO.:
BY: CHERYL D. BENNETT
Cheryl D. Bennett
PRINTED NAME
STELLA V. EILAND Commission # GG 983341 Expires June 1, 2024 Bonded Thru Troy Fain Insurance 800-385-7019
ATTEST: Jeri Lynn Diehl PRINTED NAME
ATTEST: Felicia Custer PRINTED NAME

ABSTRACTOR'S CERTIFICATE:
I HEREBY CERTIFY THAT DOUGLAS BLACKBURN AND MELISSA BLACKBURN, OWNERS OF RECORD OF THE LANDS HEREBY PLATTED, THAT THERE ARE NO DELINQUENT TAXES ON SAID LANDS, AND THAT THERE ARE NO MORTGAGE HOLDERS OF RECORD OTHER THAN AS SHOWN AND THAT THERE ARE NO ADDITIONAL EASEMENTS OR ENCUMBRANCES AFFECTING SAID LANDS.
DATE: 10-4-2021
BY: Jeri Lynn Diehl PRINTED NAME
COMPANY: Title USA, LLC.

ABSTRACTOR'S CERTIFICATE:
I HEREBY CERTIFY THAT FRANCIS H. BENNETT AND CHERYL D. BENNETT IS 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 OTHRE THAN AS SHOWN AND THAT THERE ARE NO ADDITIONAL EASEMENTS OR ENCUMBRANCES AFFECTING SAID LANDS.
DATE: 10-4-2021
BY: Jeri Lynn Diehl PRINTED NAME
COMPANY: Title USA, LLC.

COUNTY COMMISSION'S APPROVAL:
THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA DOES HEREBY APPROVE THIS PLAT FOR RECORDING IN THE PUBLIC RECORDS AND ACCEPTS THE FOREGOING DEDICATION.

BY: _____ FOR ANGELA VICK CLERK OF THE CIRCUIT COURT

BY: _____ SCOTT E. CARNAHAN CHAIRMAN OF THE BOARD

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 _____, PAGES _____ AND _____, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA AT _____, ON _____, 2021, FILE NO. _____

BY: _____ FOR ANGELA VICK CLERK OF THE CIRCUIT COURT

APPROVAL OF OFFICIALS:

BY: _____ COUNTY ENGINEER

BY: _____ DIRECTOR OF PUBLIC WORKS

BY: _____ DIRECTOR OF ENVIRONMENTAL HEALTH

BY: _____ LAND DEVELOPMENT DIRECTOR

APPROVED AS TO FORM AND SUBSTANCE:

BY: _____ DATE: _____
DENISE A. DYMOND LYN, COUNTY ATTORNEY

COUNTY SURVEYOR'S APPROVAL:
I HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER, EMPLOYED BY CITRUS COUNTY, FLORIDA, AND I HAVE REVIEWED THE SURVEY AND PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, OF THE FLORIDA STATUTES AND I HEREBY CERTIFY THAT SAID SURVEY AND PLAT COMPLY WITH THE REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES AND THE CITRUS COUNTY LAND DEVELOPMENT CODE, CHAPTER 11–035.

_____ DATE SIGNED: _____
MARK T. THOMAS, P.S.M. NO. 5151
CITRUS COUNTY SURVEY SECTION CHIEF

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.

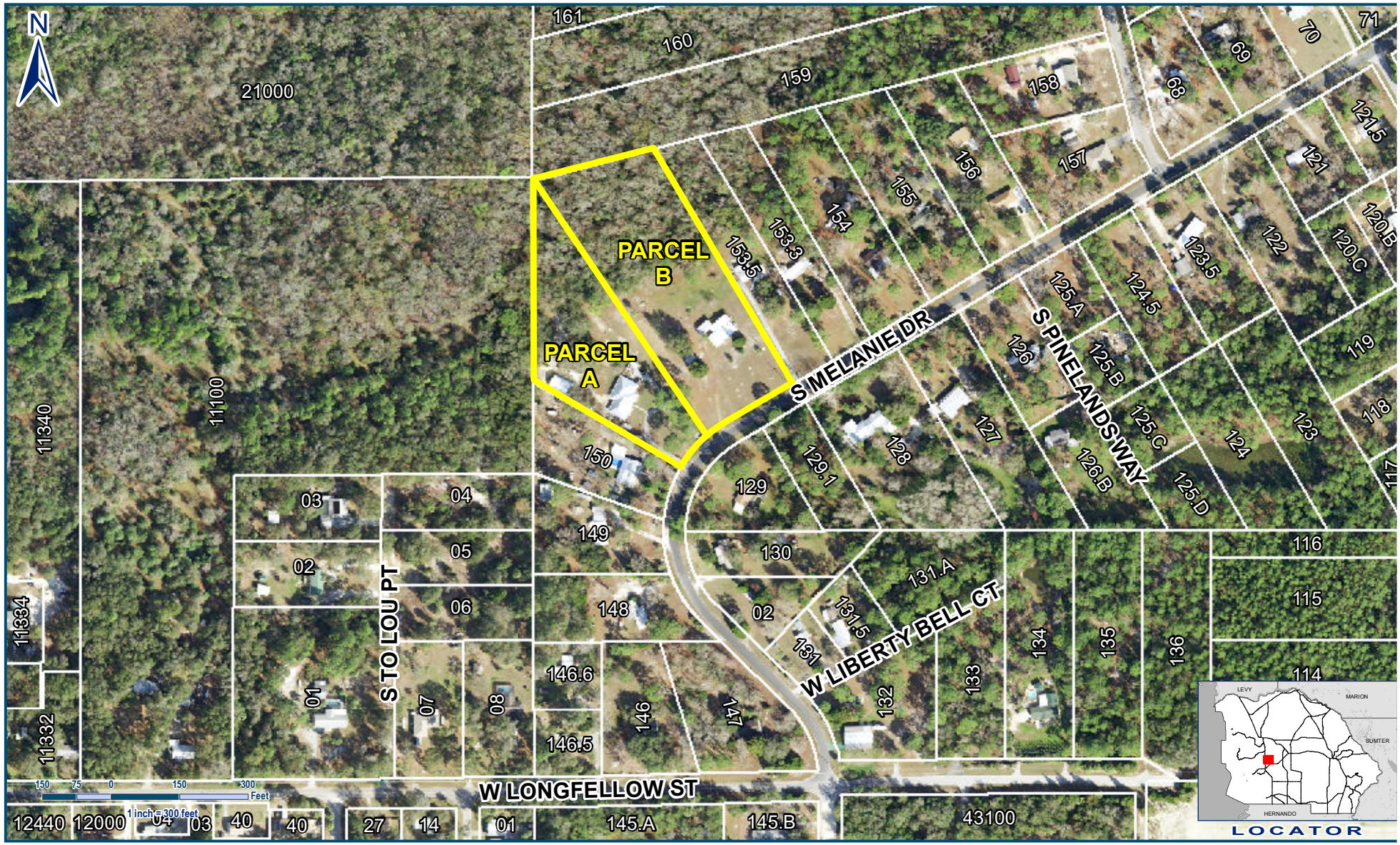
CERTIFICATE OF SURVEYOR AND MAPPER:
I HEREBY CERTIFY THAT THIS PLAT OF "BLACKBURN–BENNETT SUBDIVISION" IS A TRUE AND CORRECT REPRESENTATION OF LANDS AS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION; THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN HEREON WERE IN PLACE AS OF THE 20th DAY OF February 2021, AND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND THE CITRUS COUNTY LAND DEVELOPMENT CODE, CHAPTER 11–035.

BY: _____ DATE: 7-2-21
WALLACE L. HIGGINS, P.S.M. FOR GULFWEST SURVEYING, INC.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5832
LICENSED BUSINESS NO. 7314

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 _____ PAGE _____

Attachment: mylar scan (18499 : PLT-21-11 Blackburn-Bennett Subdivision)



Attachment: Locator map (18499 : PLT-21-11 Blackburn-Bennett Subdivision)

Legend

PLT-21-11

BLACKBURN - BENNETT SUBDIVISION
PLT-21-11
SEC 11 & 14 TWN 19S RNG 17E

Geographic Information Systems

Prepared By : Susan O'Connell
Date: October 8, 2021
Source: Enterprise Geodatabase
Map Number: SO001209

Cynthia P. Skelhorn
Director

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AGENDA MEMORANDUM

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

BRIEF OVERVIEW:

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

Tenant: Mr. Ed O'Hanrahan (TLC Carwash Land Trust Corporation) leasing Box Hangar 414 at Crystal River Airport.

Tenant: Dr. Scott Redrick (Suncoast Medical Aviation Services Inc.) leasing unit 1-A at Crystal River Airport.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
001-115201	Accts.Rec. Aviation				$0

The potential annual revenue income is $18,175.20.

RECOMMENDED ACTION:

Staff requests that the Board of County Commissioners acknowledge the attached, executed Box-Hangar lease agreement(s) with Mr. Ed O'Hanrahan (TLC Carwash Land Trust Corporation) and T-Hangar lease agreement (s) with Dr. Scott Redrick (Suncoast Medical Aviation Services Inc.) (renewal).

BOX - HANGAR LEASE AGREEMENT

(for lease of County-owned and operated Hangars)

This Agreement is made this 30th day of September **2021,** by and between Citrus County, Florida, a political Subdivision of the State of Florida, as **Lessor**, whose address is 110 North Apopka Avenue, Inverness, Florida 34450 and **TLC Carwash Land Trust Corporation,** a Florida Profit Corporation, as **Lessee**, whose address is **12062 W Marlin Ct., Homosassa, FL 34448**.

Section 1. Hangar and Purpose.
The Lessor hereby leases to the Lessee Box Hangar at 414 North Lindbergh Drive, Crystal River, Florida 34429, located on the Crystal River Airport (hereinafter referred to as the "Hangar") for the purpose of storing "registered" aircraft only. Unregistered aircraft may not be stored in the Hangar at any time or for any reason. A breach of this provision is grounds for immediate termination of this Agreement without further notice.

Section 2. Term.
This Agreement will commence on **October 1, 2021** and end on **September 30, 2025**. This Lease may be renewed upon negotiation.

Section 3. Rent.
The Lessee shall pay to the Lessor in U.S. dollars the monthly rental of **$1,049.01** per month plus tax. Rent is due and payable on the first day of each month without notice. The Lessee is further responsible for payment of any and all fees, charges, and taxes (excluding real property taxes or any portion thereof) which may be applicable to the rental of the Hangar. The Lessor shall be responsible for the water bill, the Lessee is responsible for all other utility bills including electric. The Lessee shall transfer the electric service in their name upon execution of this lease. The first and last month's rent shall be prorated on a per day basis if such period is for less than a full month. A ten percent (10%) penalty will be applied to all rents received after 5:00 PM on the tenth (10th) day of the month due. Acceptance by the Lessor of any payment from the Lessee hereunder in an amount less than that which is currently due shall in no way affect the Lessor's rights under this Agreement and shall in no way constitute an accord and satisfaction. If the named Lessee is a corporation, the undersigned corporate officer of the Lessee shall be personally liable, jointly and severally, for the obligations hereunder. Lessee shall mail Lessee's payments to Board of County Commissioners (BOCC) 3600 W. Sovereign Path, Suite 127, Lecanto, FL 34461 or to such other address as Lessor may direct.

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

Attachment: Supporting Docs O'Hanrahan Redrick (18487 : Acknowledgement of Airport Hangar Lease Agreement(s))

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

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

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

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

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

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

d. Escalation Clause
This lease shall be subject to review and re-evaluation at the end of each one (1) year period, by the airport owner and the rent may be adjusted according to their action, not to exceed the Fair Market Value (FMV) established by the Citrus County Board of County Commissioners and in relation to the Consumer Price Index rate for the period following the setting of FMV.

e. Oil/Water Separator
The floor drains in said Hangar drain to an oil/water separator. The routine pumping out and maintenance of the oil/water separator is the responsibility of the Lessee. When hangar is vacated by the Lessee, the Lessor shall determine the condition of the oil/water separator and any needed maintenance or pumping of the system will be the responsibility of the Lessee.

Attachment: Supporting Docs O'Hanrahan Redrick (18487 : Acknowledgement of Airport Hangar Lease Agreement(s))

Section 6. Limitation of Use; Prohibition of Outside Storage.
The use of the Premises shall be strictly limited to: (i) storage of the Aircraft described herein in Section 1; (ii) storage of those 'incidental items' needed for basic maintenance of aircraft; (iii) storage of one personal vehicle while the Aircraft is in transit. NO OTHER USES ARE ALLOWED. No outside storage is permitted nor is any other authorization to park aircraft on the Airport permitted. Violation of this provision is grounds for immediate termination of this Agreement without further notice. If the Lessee wishes to engage in any use other than stated in Section 1, said use must first be approved in writing by the Lessor.

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

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

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

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

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

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

At all times while this Agreement remains in force, the Lessee shall keep and maintain in good order, condition and repair the area leased by the Lessee including, without limitation: the interior walls; floors and ceilings; and the exterior and interior portions of all doors, door openers, windows, utility facilities, plumbing and plumbing fixtures, water fountains and sewage facilities within the premises or under the

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floor slab, other fixtures, heating, air-conditioning including exterior mechanical equipment (if applicable), and interior and exterior electrical equipment serving the premises, including compliance with all building codes. The Hangar floor shall be clean and clear of debris, oil, grease and/or toxic chemicals. No hazardous or flammable materials will be stored within the Hangar unless stored within an EPA or local Fire Marshall approved container/cabinet. No boxes, crates, rubbish, paper, or other litter that could cause or support combustion shall be permitted to accumulate within or about the Hangar. No material or object of any kind shall be left outside of said Hangar.

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

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

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

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

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

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

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

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

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2) 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 the County, its officials, employees, or volunteers.

3) 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.

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

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

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

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

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

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

Attachment: Supporting Docs O'Hanrahan Redrick (18487 : Acknowledgement of Airport Hangar Lease Agreement(s))

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

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

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

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

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

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

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

Attachment: Supporting Docs O'Hanrahan Redrick (18487 : Acknowledgement of Airport Hangar Lease Agreement(s))

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

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

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

Date: 9/30/21

LESSEE:

TLC Carwash Land Trust Corporation, a Florida Profit Corporation

By: _____
Edward O' Hanrahan, Managing Partner

Date: 9/17/2021

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 17th day of September, 2021, by Edward O' Hanrahan, as Managing Partner of TLC Carwash Land Trust Corporation, a Florida Profit Corporation, who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this 17th day of September, 2021.

Linette J. Doll
Notary Public, State of Florida
Commission No. GG 967474
My Commission Expires: 04/18/24

Linette J. Doll
Notary Public, State of Florida
Printed Name: Linette J. Doll
Commission No: GG 967474
Expiration Date: 04/18/2024

Attachment: Supporting Docs O'Hanrahan Redrick (18487 : Acknowledgement of Airport Hangar Lease Agreement(s))

T-HANGAR LEASE AGREEMENT

(For lease of County-owned and operated Hangars)

This Agreement, is made this 4th day of October 2021, by and between Citrus County, Florida, a political Subdivision of the State of Florida, as **Lessor**, whose address is 110 North Apopka Avenue, Inverness, Florida 34450 and **Suncoast Medical Aviation Services Inc.,** a Delaware Corporation**,** as **Lessee**, whose address is 582 SE 7th Avenue Crystal River FL 34429**.**

Section 1. Hangar and Purpose. The Lessor hereby leases to the Lessee T-Hangar **Unit 1-A** at 530 North Lindbergh Drive, Crystal River, Florida 34429, located on the Crystal River Airport (the "Hangar" or the "Premises") for the purpose of storing "registered" aircraft only. Unregistered aircraft may not be stored in the Hangar at any time or for any reason. A breach of this provision is grounds for immediate termination of this Agreement without further notice.

Section 2. Term. This Agreement will commence on **October 1, 2021** and end on **September 30, 2025**. This Lease may be renewed upon negotiation.

Section 3. Rent. The Lessee shall pay to the Lessor in U.S. dollars the monthly rental of **$465.59 per month, plus tax.** The Rent may be adjusted at the beginning of each renewal term. **Rent is due and payable on the first day of each month without notice**. **The Lessee is further responsible for payment of any and all fees, charges, and taxes (excluding real property taxes or any portion thereof) which may be applicable to the rental of the Hangar.** The Lessee is also responsible for the electric bill. The first and last month's rent shall be prorated on a per day basis if such period is for less than a full month. **A ten percent (10%) penalty will be applied to all rents received after 5:00 PM on the tenth (10th) day of the month due.** Acceptance by the Lessor of any payment from the Lessee hereunder in an amount less than that which is currently due shall in no way affect the Lessor's rights under this Agreement and shall in no way constitute an accord and satisfaction. If the named Lessee is a corporation, the undersigned corporate officer of the Lessee shall be personally liable, jointly and severally, for the obligations hereunder. Lessee shall mail Lessee's payments to Board of County Commissioners (BOCC) 3600 W. Sovereign Path, Suite 127, Lecanto, FL 34461 or to such other address as Lessor may direct.

Section 4. Security Deposit. The Lessee shall deposit with the Lessor the sum of **$300.00** (the "Deposit") prior to occupancy. Said amount shall be held by the Lessor as security to insure that the Premises are returned to the Lessor upon expiration of this Agreement in materially the same condition as originally rented except for ordinary wear and tear, and to further insure the Lessee's performance of the terms and conditions in this Agreement. Said Deposit shall not accrue interest to the Lessee. If the Lessee defaults with respect to any provision of this Agreement, including but not limited to the payment of any rent, the Lessor may, but shall not be obligated to, apply or retain all or any portion of said Deposit for the payment of any amount due the Lessor or to reimburse or compensate the Lessor for any liability, cost, defense, loss or damage which the Lessor may suffer or incur by reason thereof. The Lessor shall, within 30 days of the Lessee vacating the Premises, return to the Lessee that portion of the Deposit not used or applied by the Lessor.

Attachment: Supporting Docs O'Hanrahan Redrick (18487 : Acknowledgement of Airport Hangar Lease Agreement(s))

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Aircraft Liability

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

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

C. Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR:

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

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

Date: 10/4/2021

LESSEE:

SUNCOAST MEDICAL AVIATION SERVICES INC. a Delaware Corporation

Scott Redrick, President

Date: Sept 30, 2021

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 30 day of September, 2021, by Scott Redrick, as President of Suncoast Medical Aviation Services Inc., a Delaware Corporation, who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this 30 day of September, 2021.

Stacey Lawlor
Comm.#GG983998
Expires: May 4, 2024
Bonded Thru Aaron Notary

Notary Public, State of Florida
Printed Name: Stacey Lawlor
Commission No: GG983998
Expiration Date: May 4, 2024

Attachment: Supporting Docs O'Hanrahan Redrick (18487 : Acknowledgement of Airport Hangar Lease Agreement(s))

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Connection Fee Lien Agreement - Ford & Bunch
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

New Connection Charge Installment Lien Agreement, in the name of Henry Ford Sr., Henry Ford Jr. & Tracy K Bunch to be recorded in the Official Record Book.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and/or Wastewater Utility Services for Henry Ford Sr., Henry Ford Jr. & Tracy K Bunch.

Attachment: Connection Fee Installment Lien Agreement - Ford_Bunch (18548 : Connection Fee Lien Agreement - Ford & Bunch)

CONNECTION FEE INSTALLMENT LIEN AGREEMENT

("CFIL AGREEMENT")

THIS AGREEMENT entered into this ____ day of _____, 2021, made and entered into by and between the Citrus County Board of County Commissioners the governing body of the CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES, hereinafter called SERVICE UNIT and **Henry Ford Sr., Henry Ford Jr. & Tracy K Bunch** whose mailing address is **1295 S Rock Crusher Rd, Homosassa, FL 1611** hereinafter referred to as PROPERTY OWNER.

WITNESSETH

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

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

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

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

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

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

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

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

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

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

SERVICE UNIT:

ATTEST:

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

110 N Apopka Avenue

Inverness, FL 34450

Attachment: Connection Fee Installment Lien Agreement - Ford_Bunch (18548 : Connection Fee Lien Agreement - Ford & Bunch)

BY: _____

CLERK OF COURT: Angela Vick

CHAIRPERSON: Scott Carnahan
Board of County Commissioners
Of Citrus County Florida

PROPERTY OWNER:

BY: Henry Ford Sr.

Signature: Henry Ford

Laurel Hair
WITNESS Lois I Hair

WITNESS Bonnie Judd

PROPERTY OWNER:

BY: Henry Ford Jr.

Signature: Henry Ford Jr.

PROPERTY OWNER:

BY: Tracy Bunch

Signature: Tracy Bunch
Tracy Bunch

STATE OF FLORIDA)

COUNTY OF CITRUS)

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

WITNESS my hand and official seal this 13 day of October, 2021.

Perna Dowell

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

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

PERNA DOWELL
MY COMMISSION EXPIRES DECEMBER 12, 2024
#HH 067350
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Attachment: Connection Fee Installment Lien Agreement - Ford_Bunch (18548 : Connection Fee Lien Agreement - Ford & Bunch)

Exhibit "A"

Name: Henry Ford, Sr., Henry Ford Jr., & Tracy K Bunch

Legal Description:

(MSP-04-12 ACCEPTED 7/21/04 SURVEY IN OR BK 1749 PG 763
PARCELS A & B)
--PARCEL A: COM AT THE SE COR OF THE SE1/4 OF NW1/4 SEC
7-19-18, TH S 89D 49M 50S W AL THE S LN OF SD NW1/4 A DIST
OF 1575.62 FT, TH N 13D 04M 40S W 1009.07 FT TO THE POB, SD
PT BEING ON THE NE R/W LN OF A CO RD (SOUTH ROCK CRUSHER
RD), TH N 13D 04M 40S W AL SD R/W LN A DIST OF 14.57 FT TO
THE SW COR OF LANDS DESCR IN OR BK 858 PG 1323, TH N 76D 43M
41S E 7.00 FT TO THE SE COR OF SD LANDS, TH N 13D 04M 40S W
AL THE E BDRY OF AFOREMENTIONED LAND AND THE NE R/W LN OF SD
CO RD 145.92 FT TO A PT ON THE N BDRY OF LANDS DESCR IN OR
BK 858 PG 1322, TH N 89D 53M 57S E AL SD N BDRY 715.55 FT TO
THE NE COR OF SD LANDS, TH S 0D 21M 53S E AND AL THE E BDRY
OF THE AFOREMENT LANDS A DIST OF 157.98 FT, TH S 87D 49M 45S
W 359.97 FT TO A PT WHICH BEARS S 87D 49M 31S E FROM THE
POB, TH N 87D 49M 31S W 327.58 FT TO THE POB
---AND---
--PARCEL B: COM AT THE SE COR OF THE SE1/4 OF NW1/4 OF SEC
7-19-18, TH S 89D 49M 50S W AL THE S LN OF SD NW1/4 A DIST
OF 1575.62 FT, TH N 13D 04M 40S W A DIST OF 846.96 FT TO THE
POB, SD PT BEING ON THE NE R/W LN OF CO RD (S ROCK CRUSHER
RD), TH N 13D 04M 40S W 162.11 FT, TH S 87D 49M 31S E 327.58
FT, TH N 87D 49M 45S E 359.97 FT TO A PT ON THE E BDRY OF
LANDS DESCR IN OR BK 858 PG 1322, TH S 0D 21M 53S E AL SD E
BDRY A DIST OF 157.98 FT TO THE SE COR OF LANDS, TH S 89D
54M 00S W AND AL THE S BDRY OF THE AFOREMENTIONED LANDS A
DIST OF 651.38 FT TO THE POB

Service Address: 1295 S Rock Crusher Road, Homosassa, FL 34448

Mailing Address: 1295 S Rock Crusher Road, Homosassa, FL 34448

Attachment: Connection Fee Installment Lien Agreement - Ford_Bunch (18548 : Connection Fee Lien Agreement - Ford & Bunch)

AGENDA MEMORANDUM

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

BRIEF OVERVIEW:

Delinquent utility accounts for water and/or wastewater that has liens placed on the owner's property. 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 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 Christopher Mills, and Gary & Edna French

SATISFACTION OF LIEN

This is to certify that a claim of lien recorded in O. R. Book 3113 Page 1695 on the 3rd day of December 2020 in the sum of $ 51.22 filed by and on behalf of Citrus County Board of County Commissioners the governing body of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services, on the 3rd day of December 2020, against the following described real property:

2090 W GREENWAY PL
18E17S100020 01660 0080
CITRUS SPRINGS UNIT 2 PB 5 PG 108 LOT 8 BLK 166
AK 1240778

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

Dated this ___ day of _____, 202____

ATTEST:

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

_____
Angela Vick, Clerk

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

STATE OF FLORIDA
COUNTY OF CITRUS

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

_____

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

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

Attachment: Release of Lien - Utility Write Offs - Mills - 11-9-2021 (18521 : Release of Lien - Water & Wastewater Services)

SATISFACTION OF LIEN

This is to certify that a claim of lien recorded in O. R. Book 2381 Page 2188 on the 13th day of October 2010 in the sum of $ 917.61 filed by and on behalf of Citrus County Board of County Commissioners the governing body of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services, on the 13th day of October 2010, against the following described real property:

6336 W Venable St
17E19S01 1A000 028B
SEVEN RIVERS ESTATES
AK 2277459

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

Dated this ___ day of _____, 202____

ATTEST:

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

_____

Angela Vick, Clerk

BY: _____

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

STATE OF FLORIDA
COUNTY OF CITRUS

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

_____

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

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

Attachment: Release of Lien - Utility Write Offs - French - 11-9-2021 (18521 : Release of Lien - Water & Wastewater Services)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Lien - Uncollectale Owner Accounts
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

Closed Citrus County Utility account that is in an uncollectible status. A claim of lien is to be filed against the property on owner account which totals $834.09.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve the write off of $834.09 for uncollected utility accounts and approve and authorize the Chairman to execute a Claim of Lien to be filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by those listed in “Exhibit A under Columns B & C”.

CLAIM OF LIEN

STATE OF FLORIDA,
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan.(Chairman) who was duly sworn and says:

1. I am the *Chairman* for the Citrus County Board of County Commissioners the governing body of the Citrus County Municipal Service Benefit for Water and Wastewater Utility Services.
2. That pursuant to Citrus County Code Chapter 102 which established comprehensive regulations pertaining to water and wastewater utilities owned and operated by the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services, water and wastewater utility services were provided to the parties listed in the attached **Exhibit A** under **Name**.
3. The total unpaid bill(s) amounts are listed in **Exhibit A** under **Amount**.
4. That there remains due and payable to Citrus County as of Nov 9, 2021 the sum of the amounts listed in **Exhibit A** under **Amount**
5. Plus apportioned recording fees.
6. There is hereby imposed a lien against the properties described in the attached **Exhibit A** under **Legal Description** in said amount pursuant to Citrus County Code Section 102-136.

Citrus County Municipal Service
Benefit Unit for Water and
Wastewater Utility Services
110 N. Apopka Ave
Inverness, FL 34450

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

SWORN to and subscribed before me this _____ day of _____, 2021 by Scott Carnahan *Chairman*, 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

Print Name:_____
Expiration Date: _____
Commission No. _____

This instrument was prepared by:
Bernadine Flood-Nichols
Department of Water Resources
3600 W. Sovereign Path
Lecanto, FL 34461

Attachment: Lien Claim Form - writeoff owners 11-9-2021 (18520 : Lien - Uncollectale Owner Accounts)

EXHIBIT A

A	B	C	D	E	F	G	H	I	J	K
ACCT #	**LAST NAME**	**FIRST NAME**	**SITE ADDRESS**	**AMOUNT**	**Mailing Address**	**CITY**	**STATE**	**Zip**	**AK#**	**Legal Desc**
1901027074	BILODEAU	JACQUELINE	1869 W FREEMAN PL	252.43	1869 W FREEMAN PL	CITRUS SPRINGS	FL	34434	**1242355**	CITRUS SPGS UNIT 2 PB 5 PG 108 LOT 24 BLK 175
1803105400	BEDENBAUGH	CLYDE	2842 N CHANDLER DR	146.56	2842 W CHANDLER DR	CITRUS SPRINGS	FL	34434	**2646021**	CANTERBURY LAKE ESTATES PB 14 PG 101 LOT 11 BLK D
1589355013	TROUT	MICHAEL J	19 HOLLYHOCK CT	143.00	19 HOLLYHOCK CT	HOMOSASSA	FL	34446	**2166266**	SUGARMILL WOODS OAK VLG PB 10 PG 10 LOT 23 BLK 166
1501621617	COCHRAN	DONITA	7122 N DUNLAP TER	101.64	7122 N DUNLAP TER	CITRUS SPRINGS	FL	34434	1372305	CITRUS SPGS UNIT 12 PB 6 PG 87 LOT 7 BLK 893
1502120015	SHAFFER	FRANK	1836 W PINE RIDGE BLVD	78.45	1836 W PINE RIDGE BLVD	BEVERLY HILLS	FL	34465	2221429	PINE RIDGE UNIT 3 PB 8 PG 51 LOT 3 BLK 354
1502261819	JOANN GEISINGER	WILLIAM P GORDON &	5150 N MINT PT	75.13	5150 N MINT PT	BEVERLY HILLS	FL	34465	2226242	PINE RIDGE UNIT 3 PB 8 PG 51 LOT 13 BLK 54
1589359429	ECHOLS	WILLIAM E	7 GRAYTWIG CT W	36.88	519 BARHAMS RIDGE DR	MCDONNOUGH	GA	30252	1557640	SUGARMILL WOODS CYPRESS VLG PB 9 PG 86 LOT 4 BLK 106
				834.09						

Attachment: Liens Owner 11-2021 (18520 : Lien - Uncollectale Owner Accounts)

AGENDA MEMORANDUM

FROM:	Denise A. Dymond Lyn, County Attorney
SUBJECT:	Set a Public Hearing on an Ordinance Pertaining to Simulated Gambling Devices and Internet Cafes
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

Set a Public Hearing on November 30, 2021 at 2:10 p.m. on an ordinance pertaining to Simulated Gambling Devices and Internet Cafes.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Set a Public Hearing on November 30, 2021 at 2:10 p.m. on an ordinance of Citrus County, Florida; adding Chapter 10, Article V entitled "Simulated Gambling Devices and Internet Cafes"; providing for scrivener's errors; providing for severability; providing for codification and inclusion into the code; providing for modifications that may arise from consideration at public hearing; and providing for an effective date.

ORDINANCE NO. 2021-_____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA; ADDING CHAPTER 10, ARTICLE V ENTITLED "SIMULATED GAMBLING DEVICES AND INTERNET CAFÉS"; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND INCLUSION INTO THE CODE; 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 ("Board") is the legislative and governing body of Citrus County, Florida, a political subdivision of the State of Florida, authorized to exercise governmental powers pursuant to Article VIII of the Constitution of the State of Florida and Section 125.01, Florida Statutes; and

WHEREAS, business establishments that offer simulated gambling devices for use by the public are present in Citrus County and throughout the State of Florida, are frequently located in businesses that are commonly referred to as "Internet Cafés"; and

WHEREAS, except as authorized by Chapter 550, Florida Statutes, and section 849.086, Florida Statutes, gaming and gambling are not presently lawful in Citrus County; and

WHEREAS, presently throughout Citrus County and the state, there is a proliferation of establishments that utilize computer or video displays of games, contests, challenges and other electronic simulations which are or are of the type of games generally associated with legalized casino or gambling outlets or which show, or purport to show, the results of raffles, sweepstakes, contests, or business game promotions (hereinafter collectively known as "simulated gambling devices") for commercial or pecuniary gain; and

WHEREAS, the Citrus County Board of County Commissioners finds that establishments that utilize simulated gambling devices can deceive many Citrus County residents, including the elderly, the economically disadvantaged, the uneducated, and the unsuspecting into believing such activities are legal and lawfully permitted; and

WHEREAS, the Citrus County Board of County Commissioners finds that simulated gambling devices are deceptive; and

WHEREAS, due to the inherently deceptive nature of simulated gambling devices, establishments that utilize simulated gambling devices are adverse to the quality of life, tone of commerce, and total community environment in Citrus County; and

Attachment: Internet Cafes Ordinance (18587 : Set a Public Hearing on an Ordinance Pertaining to Simulated Gambling Devices and Internet

WHEREAS, the Citrus County Board of County Commissioners finds that a correlation exists between establishments that utilize simulated gambling devices and crime or disturbances of the peace and good order of the community and those activities are hazardous to the public health, safety and general welfare of the citizens of Citrus County and constitutes a public nuisance; and

WHEREAS, the Citrus County Board of County Commissioners has determined that the endangerment of both the public and first responders required to respond to this ongoing criminal activity is too significant to allow any public or commercial use of simulated gambling devices to continue; and

WHEREAS, the Citrus County Board of County Commissioners has determined that the continued use of law enforcement and public safety resources to investigate, monitor, and dismantle internet cafés that serve as a location for ongoing criminal activity in violation of Chapter 849, Florida Statutes, will not result in an appreciable long-term impact on the number of internet cafés that operate in Citrus County and will divert valuable law enforcement and public safety resources away from the investigation of other criminal activity, including the enforcement of the Florida Comprehensive Drug Abuse Prevention and Control Act; and

WHEREAS, the Board of County Commissioners of Citrus County finds that the operation of simulated gambling establishments constitute a public nuisance; and

WHEREAS, the Board of County Commissioners of Citrus County finds that the continued operation of simulated gambling establishments create an immediate and ongoing hazard to the public health, safety, and welfare associated with the continued operation of simulated gambling devices; and

WHEREAS, the Citrus County Board of County Commissioners finds that there is a legitimate public purpose in prohibiting simulated gambling devices from being operated in Citrus County;

WHEREAS, the Board adopted Chapter 10 of the Citrus County Code of Ordinances ("Code") establishing regulations for amusements and entertainments; and

WHEREAS, the Board would like to add Article V to the Code to regulate simulated gambling devices and internet cafés; and

WHEREAS, the Board finds it is in the best interest of the health and welfare of the citizens of Citrus County to adopt regulations regarding simulated gambling devices and internet cafés.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY:

Attachment: Internet Cafes Ordinance (18587 : Set a Public Hearing on an Ordinance Pertaining to Simulated Gambling Devices and Internet

Section 1. Chapter 10, Article V entitled "Simulated Gambling Devices and Internet Cafés," is hereby added as follows:

Sec. 10-248. Authority; intent; purpose; scope.

(a) This article is adopted in the interest of the public health, safety, and general welfare of the citizens and inhabitants of the county, pursuant to F.S. Ch. 125 and Florida Constitution Article VIII.

(b) The intent and purpose of this article is to provide for regulation of simulated gambling devices and internet cafés, decrease the unwanted secondary effects associated with the operation of internet cafés, authorize the use of private property for lawful purposes, and deter illegal gambling. To do this, the county intends to broadly prohibit the possession or use of simulated gambling devices not authorized for legal use under Florida law, including any related activity or behavior which can be reasonably construed to be the use of simulated gambling devices. Further, the Board in prohibiting simulated gambling devices in no way intends to locally approve the use of actual slot machines, other forms of casino gambling or other types of gambling devices. In addition, this prohibition is aimed directly at devices that simulate gambling activity, regardless of whether the devices or the simulations in and of themselves can be said to constitute gambling as that term may be defined elsewhere.

(c) This article applies in unincorporated Citrus County. It does not apply within the cities of Inverness and Crystal River.

(d) Family amusement games or devices are exempt from the provisions of this article.

(e) Pari-mutuel facilities, operated by a holder of a pari-mutuel permit issued pursuant to F.S. Ch. 550, and Fla. Admin. Code 61D, and devices located therein, are exempt from the provisions of this article.

Sec. 10-249. Definitions.

For the purpose of this article, certain terms shall have the meanings ascribed to them in this section, unless the context clearly indicates otherwise.

COO shall mean a certificate of occupancy issued pursuant to chapter 5 of this Code.

Internet café means any location at which simulated gambling devices are made accessible for use by a person, except those places specifically excluded from this article as set forth in in section 11-203.

Person means an individual, association, partnership, joint venture, corporation, or any other type of organization, whether conducted for profit or not for profit, or a director, executive, officer or manager of an association, partnership, joint venture, corporation or other organization.

Simulated gambling device means any device that, upon connection with an object, is available to play or operate a computer simulation of any game, where the play or operation of the device may deliver or entitle the person or persons playing or operating the device to

Attachment: Internet Cafes Ordinance (18587 : Set a Public Hearing on an Ordinance Pertaining to Simulated Gambling Devices and Internet

a payoff directly or indirectly from the owner or operator of the device or that person's designee. The following rules of construction apply to this definition of "simulated gambling device":

(1) The term *device* means any mechanical or electrical contrivance, computer, terminal, video or other equipment that may or may not be capable of downloading games from a central server system, machine, computer or other device or equipment. The term "device" also includes any associated equipment necessary to conduct the operation of the device.

(2) The term *upon connection with* means insertion, swiping, passing in range, or any other technical means of physically or electromagnetically connecting an object to a device, including by the manual input by any person of characters, numbers, or any combination thereof, or other code for the purpose of accessing or activating a device, or any other mechanism or method by which the object provides access to the device.

(3) The term *object* means a coin, bill, ticket, token, card, characters, numbers, or any combination thereof, other code, or any other tangible or intangible access mechanism or method, obtained directly or indirectly through payment of consideration, or obtained as a bonus or supplement to another transaction involving the payment of consideration.

(4) The terms *play or operate* or *play or operation* includes the use of skill, the application of the element of chance, or both.

(5) The term *computer simulation* includes simulations by means of a computer, computer system, video display, video system or any other form of electronic video presentation.

(6) The term *game* includes slot machines, poker, bingo, craps, keno, "fish", any other type of game ordinarily played in a casino, a game involving the display of the results of a raffle, sweepstakes, drawing, contest or other promotion, lotto, sweepstakes, and any other game associated with gambling or which could be associated with gambling, but the term "game" does not necessarily imply gambling as that term may be defined elsewhere.

(7) The term *payoff* means cash, monetary or other credit, billets, tickets, tokens, or electronic credits to be exchanged for cash or to receive merchandise or anything of value whatsoever, whether made automatically from the machine or manually.

(8) The use of the word *gambling* in the term "simulated gambling device" is for convenience of reference only. The term "simulated gambling device" as used in this part is defined exclusively by this subsection and does not incorporate or imply any other legal definition or requirement applicable to gambling that may be found elsewhere.

(9) For the purpose of determining the number of simulated gambling devices, each seat, terminal, or other interface at which a separate individual may use the device, shall be counted as a separate and distinct device, regardless of whether the device or any

seat, terminal, or other interface is functional. For example, if a single table has six (6) chairs at which six (6) separate persons can play a game, on a common screen/display or otherwise, it shall be counted as six (6) devices; if a stand-up game has three (3) terminals or interfaces at which three (3) people can use the device, it shall be counted as three (3) devices.

Slot machine has the same meaning as specified in F.S. Ch. 551.

Sec. 250. Prohibition of simulated gambling devices.

(a) It is unlawful for any person to manage, supervise, maintain, provide, produce, possess, or use a simulated gambling device for commercial, promotional or pecuniary gain or purpose.

(b) For determining the allowable unit of prosecution, it is the intent of the county that each individual act of managing, supervising, maintaining, providing, producing, possessing, or using a simulated gambling device constitutes a separate violation of this section:

(1) For example, if a person possesses five (5) simulated gambling devices, that person would be subject to a separate penalty for each of the five (5) devices;

(2) For example, if a person possesses two (2) simulated gambling devices that the person sells to another individual, the person will have committed four (4) acts in violation of this section, and would be subject to a separate penalty for possessing each of the two (2) devices and a separate sanction for providing each of the two (2) devices.

(3) For example, if a person employed at an internet café supervises the establishment and the establishment has ten (10) simulated gambling devices, that person would be subject to a separate penalty for each of the ten (10) devices.

(c) Any establishment or property which was lawfully in possession of either a COO or was operating unlawfully prior to the effective date of this article shall immediately cease the use of simulated gambling devices regulated by this article upon the effective date of this article.

Sec. 10-251. Exemptions.

(a) This part does not prohibit an individual's personal, recreational, and non-commercial ownership, possession, play, operation or use of a device which could be construed to be a simulated gambling device.

(b) This part does not prohibit the ownership, possession, play, operation or use of any device expressly permitted by F.S. § 546.10, or other provision of the Florida Statutes, except that devices permitted by Article X, Section 23 of the Florida Constitution and F.S. Ch. 551, in Broward and Miami-Dade County only are not permitted by this part.

(c) This part does not prohibit a religious or charitable organization from conducting a fund raising activity involving gaming, provided the religious or charitable organization does not conduct the activity more than twice in one (1) calendar year for no more than six (6) hours per fund raising activity, the organization provides advance written notice to the

Attachment: Internet Cafes Ordinance (18587 : Set a Public Hearing on an Ordinance Pertaining to Simulated Gambling Devices and Internet

sheriff of the date, time, place, and nature of such activity and who will be conducting it, and the activity is not otherwise unlawful.

(d) This article does not apply to pari-mutuel facilities, operated by a holder of a pari-mutuel permit issued pursuant to F.S. Ch. 550, and Fla. Admin. Code 61D, or to any devices or games therein.

Sec. 10-252. Conflict with state law.

Nothing in this part is intended to conflict with the provisions of the Florida Constitution or F.S. Ch. 849, concerning gambling. In the event of a direct and express conflict between this part and either the Florida Constitution or F.S. Ch. 849, then the provisions of the Florida Constitution or F.S. Ch. 849 control, as applicable.

Sec. 10-253. Enforcement; penalties; civil remedies.

(a) The sheriff and the county code enforcement, as outlined in a written enforcement policy between those agencies, shall have jurisdiction to investigate and enforce the requirements of this article, as follows:

(1) By the issuance of a cease-and-desist order. Upon notice from the sheriff, occupancy or operation of any structure or property where any simulated gambling device is being used or operated in violation of this section shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property or to his or her agent or to the person operating any establishment where any simulated gambling device is being used or operated in violation of the section. Failure to comply with the terms and conditions of a cease and desist order issued pursuant to this section shall constitute an additional violation of this section. Cease and desist orders may be lifted by the sheriff upon demonstration that all simulated gambling devices have been removed and all applicable civil penalties have been paid.

(2) By citation for civil penalties, as provided in section 2-211 of this Code, as it may be amended. Civil penalties assessed pursuant to this subsection shall be two hundred fifty dollars ($250.00) per violation per day for each violation.

(3) A violation of this article that is a civil violation may be reclassified to a misdemeanor of the second degree, punishable by up to sixty (60) days imprisonment in the county jail and a fine of up to five hundred dollars ($500.00), if, at the time of the violation:

a. The violator manages, supervises, maintains, provides, produces, possesses, or uses five (5) or more simulated gambling devices for commercial, promotional, or pecuniary gain or purpose;

b. The violator has one (1) or more prior convictions for a violation of this article or has been found, on one (1) or more occasions, to have committed a violation of this article. For the purpose of this subsection, "conviction" means a determination of guilt that is the result of a plea or a trial, regardless of whether adjudication is withheld or a plea of nolo contendre is entered. A person may be

Attachment: Internet Cafes Ordinance (18587 : Set a Public Hearing on an Ordinance Pertaining to Simulated Gambling Devices and Internet

found to have committed a violation of this article by any court or board empowered to impose a sanction for violation of this article.

c. The violator has one (1) or more prior convictions for a violation of any provision of F.S. Ch. 849. For the purpose of this subsection, "conviction" means a determination of guilt that is the result of a plea or a trial, regardless of whether adjudication is withheld or a plea of nolo contendre is entered;

d. The violator has previously entered in any pretrial intervention program or diversion program for any violation of this article, a substantially similar ordinance of another jurisdiction, or any provision of F.S. Ch. 849; or

e. The violator is in violation of a cease-and-desist order issued pursuant to this article at the time the violations occur.

(4) By an action for injunctive relief through a court of competent jurisdiction. An action for injunctive relief may be brought by the board of county commissioners, the state attorney, or any substantially affected person. If such action is successful, a judgment for reasonable attorney's fees and costs may be awarded by the court.

(5) Any person against whom a civil penalty is assessed pursuant to this article shall be prohibited from applying for any certificate of occupancy for any property until such civil penalty has been paid in full. Prohibitions against application for a certificate of occupancy contemplated in this section shall not become effective until the judgment requiring payment of the civil penalty becomes final; however, such certificate of occupancy shall not be issued unless and until the alleged violation is overturned.

Section 2. Scrivener's Errors. Typographical errors which do not affect the intent of this Ordinance may be authorized by the County without need of a public hearing by its filing a corrected or re-codified copy of the same with the Clerk.

Section 3. 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 4. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate this article into the Code of Ordinances where indicated.

Section 5. 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 6. Effective Date. This Ordinance shall take effect as provided by law.

Attachment: Internet Cafes Ordinance (18587 : Set a Public Hearing on an Ordinance Pertaining to Simulated Gambling Devices and Internet

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: Internet Cafes Ordinance (18587 : Set a Public Hearing on an Ordinance Pertaining to Simulated Gambling Devices and Internet

AGENDA MEMORANDUM

FROM:	Craig Stevens, Fire Chief
SUBJECT:	Set a Public Hearing on an Ordinance Pertaining to EMS Fees
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

Set a Public Hearing on November 30, 2021 at 2:05 PM to adopt an ordinance pertaining to EMS fees.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Set a Public Hearing on November 30, 2021, at 2:05 PM to adopt an ordinance of Citrus County, Florida, a political subdivision of the State of Florida, adding Chapter 38, Article II, Section 38-22 entitled permit fees; adding Chapter 38, Article II, Section 38-23 entitled county emergency medical transport fees; adding Chapter 38, Article II, Section 38-24 entitled county interfacility transfer transport fees; 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.

ORDINANCE NO. 2021-_____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ADDING CHAPTER 38, ARTICLE II, SECTION 38-22 ENTITLED PERMIT FEES; ADDING CHAPTER 38, ARTICLE II, SECTION 38-23 ENTITLED COUNTY EMERGENCY MEDICAL TRANSPORT FEES; ADDING CHAPTER 38, ARTICLE II, SECTION 38-24 ENTITLED COUNTY INTERFACILITY TRANSFER TRANSPORT FEES; 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 401.25(2), Florida Statutes, requires those engaging in the business or service of providing prehospital or interfacility advanced life support or basic life support transportation services in Citrus County to obtain a certificate of public convenience and necessity from the Board.

WHEREAS, the process for reviewing applications and issuing certificates of public convenience and necessity requires use of Citrus County staff time and equipment for which the County should be compensated.

WHEREAS, on October 2, 2021, Citrus County Fire Rescue began providing prehospital and interfacility advanced life support or basic life support transportation services to persons in Citrus County for the benefit of the health, safety, and welfare of the citizens of the County.

WHEREAS, Section 125.01045 allows the County to impose fees for costs of transportation and treatment provided by emergency medical services vehicles.

WHEREAS, the Board has determined that it is in the best interest of the County, and the citizens whom it serves, to charge and collect fees for prehospital or interfacility advanced life support and basic life support transportation services provided by the County.

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, 125.01045 and 401.25, Florida Statutes.

Attachment: ambulance fees ordinance (18569 : Set a Public Hearing on an Ordinance Pertaining to EMS Fees)

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 38, Article II, Section 38-22, entitled "Application fees," is added to provide as follows:

> Sec. 38-22. Application fees. Fees for applications for certificates of public convenience and necessity for emergency medical transport may be established by the board by resolution. Such fees shall be collected at the time of application.

Section 4. Chapter 38, Article II, Section 38-23, entitled " County emergency medical transport services fees," is added to provide as follows:

> Sec. 38-23. County emergency medical transport services fees. Fees for emergency medical transport services provided by Citrus County shall be established by the board by resolution.

Section 5. Chapter 38, Article II, Section 38-24, entitled "County interfacility transfer transport fees," is added to provide as follows:

> Sec. 38-24. County interfacility transfer transport fees. Fees for interfacility transfer transport services provided by County shall be established by the board by resolution.

Section 6. 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 7. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate the provisions of Chapter 38 into the Citrus County Code of Ordinances.

Section 8. 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 9. Repeal of Inconsistent Provisions. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 10. Effective Date. This Ordinance shall take effect as provided by law.

Attachment: ambulance fees ordinance (18569 : Set a Public Hearing on an Ordinance Pertaining to EMS Fees)

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: ambulance fees ordinance (18569 : Set a Public Hearing on an Ordinance Pertaining to EMS Fees)

BD
D1

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: 11-9-21

Name: Sabrina Watson

Address: Rabeck Ave Lecanto

Telephone #:

Item to be Addressed: B.10-

Attachment: Public Speaker Form for item B10 (18569 : Set

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat Vacation
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

Set a public hearing for Plat Vacation application PV-21-06, Mitch Lal of Bohler Engineering FL, LLC for Guerrieri Management Inc. The request is to vacate a platted utility easement to allow development on Lot 2 of the Taco Gordy Plat, as recorded in Plat Book 19, Pages 129-130, public records of Citrus County, Florida.

The Planning and Development Commission recommended approval of the request on October 21, 2021.

BUDGET IMPACT/FUNDING SOURCE:

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

N/A – applicant responsibility

RECOMMENDED ACTION:

a. Set a public hearing on November 30, 2021, at 2:15 p.m. to consider application PV-21-06, Mitch Lal of Bohler Engineering FL, LLC for Guerrieri Management Inc.

b. If approved, authorize the Chairman to execute the resolution setting the public hearing for PV 21-06.

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

STREET/PLAT VACATION APPLICATION

Application No.: PV-21-06 Date: 7/16/21

* Agent for Petitioner .

Applicant*
Name: Mitch Lal - Bohler Engineering FL, LLC
Address: 3820 Northdale Blvd, Suite 300B
City: Tampa
State: Florida Zip: 33624
Home No.: Cell No.: 347-886-4590
Work No.: 813-812-4100 Fax No.:
Email: FL-PERMITS@BOHLERENG.COM

Petitioner(s)
Name: GUERRIERI MANAGEMENT INC
Address: 1128 COUNTRY BLVD
City: Cape Coral
State: FL Zip: 33990
Home No.: Cell No.:
Work No.: Fax No.:
Email:

Property Description: Section: 22 Township: 19 South Range: 17 East
Legal Description: LOT 2, TACO GORDY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGES 129-130
Subdivision: HOMOSASSA UNIT 1 Lot(s): 2 Block/Parcel:
Alternate Key #: 3523545 Parcel ID: 17E19S220090 0020

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): Vacation of 6' utility easement for the purposes of developing a tire service center.

Directions to the Property from Lecanto: Travel west from Lecanto and onto CR 490 (W. Homosassa Trail). Turn right onto US-98 (S. Suncoast Blvd) to the project site.

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

Signature: Gordon Guer

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 Gordon Guerrieri, who is personally known to me or provided FLDL as identification and who did not take an oath.

WITNESS my hand and official seal this 1 day of June, 2021.

Cole Adams
Printed Name

Cole Adams
Notary Public - State of Florida

Seal

Notary Public State of Florida
Cole Adams
My Commission HH 053562
Expires 10/14/2024

For Staff Use Only
Date: 7/16/21
Time: Via Mail
Initials:

Phone Company: ✓ Cable TV: Electric Service:
Water Provider: ✓ Sewer Provider: Mosquito Control:
Gas Provider: Ownership and Encumbrance Report: ✓ (pending)
Required for Plat Vacations: ✓ Proof of Publication: ✓ Proof of Paid Taxes: ✓

PV-21-06

Attachment: Applicant's submittal (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - 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	
3523545		00WD	

GUERRIERI MANAGEMENT INC
1128 COUNTRY BLVD
CAPE CORAL, FL 33990

3721 S SUNCOAST BLVD

TACO GORDY, PB 19 PG 129, LOT 2

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	302,070	0	302,070	6.2176	1,878.15
Transportation Trust	302,070	0	302,070	0.5988	180.88
Health Department	302,070	0	302,070	0.0651	19.66
Library	302,070	0	302,070	0.3217	97.18
Fire District	302,070	0	302,070	0.0000	0.00
Stormwater	302,070	0	302,070	0.0974	29.42
Fire Rescue EMS	302,070	0	302,070	0.5881	177.65
Schools Local Req'd Effort	302,070	0	302,070	3.6820	1,112.22
Schools Capital Outlay	302,070	0	302,070	1.5000	453.11
Schools Discretionary	302,070	0	302,070	0.7480	225.95
Homosassa Water Dist	302,070	0	302,070	1.3307	401.96
SWFWMD General	302,070	0	302,070	0.2669	80.62
Mosquito Control	302,070	0	302,070	0.4478	135.27
			TOTAL	15.8641	$4,792.07

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
131 Fire Services		4.07
	NON-AD VALOREM ASSESSMENTS	$4.07

COMBINED TAXES AND ASSESSMENTS	$4,796.14	See reverse side for important information.

If Paid By	Dec 31, 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	
3523545		00WD	

RETURN WITH PAYMENT.

GUERRIERI MANAGEMENT INC
1128 COUNTRY BLVD
CAPE CORAL, FL 33990

3721 S SUNCOAST BLVD

TACO GORDY, PB 19 PG 129, LOT 2

PV-21-06

MAILING ADDRESS: 210 N. APOPKA AVE., SUITE 100 • INVERNESS, FL 34450-4298 • (352) 341-6500

If Paid By	Dec 31, 2020				
Please Pay	$0.00				

DO NOT WRITE ON BOTTOM PORTION

Paid 12/17/2020 Receipt # 009-20-35215026 $4,652.26

Attachment: Applicant's submittal (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat Vacation)

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,

6476-0709 FCRN NOTICE OF PETITION TO VACATE PLAT The Petitioner, Gordon Guerrieri, on behalf of GUERRIERI MANAGEMENT, INC., hereby give notice of their intention to petition the Citrus County Board of County Commissioners to vacate a portion of tha

was published in said newspaper in the issues of

July 2nd, 2021, July 9th, 2021,

Affiant further says that the Citrus County Chronicle is a Newspaper published at Crystal River in said Citrus County, Florida, and that the said newspaper has heretofore been continuously published in Citrus County, Marion County and Levy County, Florida, each week and has been entered as second class mail matter at the post office in Inverness in said Citrus County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Jeanne Ethridge

The forgoing instrument was acknowledged before me.

This 9TH day of July 2021

By: Theresa Holland and/or Mary Ann Naczi and/or Tonya Knight and/or Jeanne Ethridge
who appeared by (X) means of physical presence or ( ) via online notarization.

Notary Public Maria A Parks

NOTARY PUBLIC STATE OF FLORIDA

MARIA A. PARKS
Commission # HH 099773
Expires April 20, 2025
Bonded Thru Budget Notary Services

6476-0709 FCRN

NOTICE OF PETITION TO VACATE PLAT

The Petitioner, Gordon Guerrieri, on behalf of GUERRIERI MANAGEMENT, INC., hereby give notice of their intention to petition the Citrus County Board of County Commissioners to vacate a portion of that certain plat of TACO GORDY, as described in Plat Book 19, Page 129-130.

Published July 2 & 9, 2021

Attachment: Applicant's submittal (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat Vacation)

PV-21-

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

Attachment: Applicant's submittal (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat Vacation)

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)~~ easements delineated on the recorded plat of TACO GORDY, recorded in Plat Book 19, Page 129-130, 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.

Petitioner

ON BEHALF OF GUERRIERI MANAGEMENT INC.

PV-21-06

Fidelity National Title Insurance Company

PROPERTY INFORMATION REPORT

Order No.: 9621651
Customer Reference Number 16-21-0126

Addressee:
Fidelity National Title of Florida, Inc.
155 Cranes Roost Blvd, Ste 2080
Altamonte Springs, FL 32701
407-961-5588

Fidelity National Title Insurance Company has caused to be made a search of the Public Records of Citrus County, Florida, ("Public Records"), from 06/16/2017, through 06/15/2021 8:00 AM, as to the following described real property lying and being in the aforesaid County, to-wit:

Lot 2, TACO GORDY, according to the map or plat thereof, as recorded in Plat Book 19, Pages 129-130, inclusive, of the Public Records of Citrus County, Florida.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

Guerrieri Management, Inc., a Florida corporation, by virtue of Special Warranty Deed recorded in Official Records Book 2709, Page 2244

The following liens against the said real property recorded in the aforesaid Public Records have been found:

1. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of TACO GORDY, recorded in Plat Book 19, Pages 129 and 130, of the Public Records of Citrus County, Florida.

2. Recorded Notice of Environmental Resource Permit recorded April 14, 2021, in Official Records Book 3154, Page 64.

3. Notice of Commencement recorded May 13, 2021, in Official Records Book 3164, Page 636.

For 2020 Tax Year Parcel/ID # 17E19S220090 0020, gross tax amount is $4,796.14, exemption type is None, and payment status is Paid.

NOTE: The following adjacent property owner has been provided as requested. Vesting information has been provided based upon Citrus County Property Appraiser records as viewed on August 5, 2021. The ownership has not been updated nor have searches been performed to verify that the parties shown herein are still in title.

Property owner in Northwest corner Tax Parcel No. 17E19S220010 00190 0090: Ernest C. Woods, Tammie Woods, and Wendy Woods (Official Records Book 596, Page 814)
Property owner due North (Tax Parcel No. 17E19S220010 00180 0010): Sun Today, LLC, a Florida Limited Liability Company (Official Records Book 2003, Page 411)
Property owner East and North of roadway (Tax Parcel No.17E19S220010 00300 0010): Timothy Robert Beville (Official Records Book 2728, Page 401)

RECEIVED
AUG 05 2021
PV-21-06
Land Development Division

Attachment: Applicant's submittal (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat Vacation)

Order No.: 9621651
Customer Reference Number 16-21-0126

Property owner East and South of roadway (Tax Parcel No. 17E19S220010 00300 0180): Sarah P. Grogan, Trustee under the Grogan Living Trust Agreement dated 7/24/1991 (Official Records Book1171, Page 1417)
Property owner due South (Tax Parcel No. 17E19S220090 0010): Mike's Laundromats Inc., a Florida corporation (Official Records Book 2983, Page1635)

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 Fidelity National Title Insurance Company agent for the purpose of issuing a Fidelity National 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.

Fidelity National Title Insurance Company

Jean Cobb

Attachment: Applicant's submittal (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat Vacation)

LETTER OF AUTHORIZATION

To Whom It May Concern:

This letter authorizes Bohler Engineering FL, LLC to act on behalf of GUERRIERI MANAGEMENT INC, in regards to a Street/Plat Vacation application through Citrus County, necessary for the construction and development of a proposed commercial development, located at 3775 South Suncoast Blvd, Homosassa, FL.

Signature: Gordon Guerrieri

Gordon Guerrieri
Name (printed)

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ____online notarization, this 1 day of June, 2020, by Gordon Guerrieri as Owner of Guerrieri Management INC, on behalf of the corporation. They are personally known to me or have produced FL DL as identification and (did/did not) take oath.

Notary Public State of Florida
Cole Adams
My Commission HH 053562
Expires 10/14/2024

Cole Adams
Notary Public

Cole Adams
Print Name
Commission No. HH 053562
Expiration Date: 10/14/2024

PV-21-06

Attachment: Applicant's submittal (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat Vacation)

DUKE ENERGY®

452 East Crown Point Road
Winter Garden, Florida 34787
Irma.Cuadra@duke-energy.com

Aug. 27, 2021

Via email: mlal@bohlereng.com

Mr. Mitch Lal
Senior Permit Manager
Bohler Engineering
3820 Northdale Blvd, Suite 300B
Tampa, Florida 33624

RE: Vacation of Platted Easement
Citrus County, Florida

Dear Mr. Lal:

Please be advised that Duke Energy, Distribution and Transmission Departments have **"no objection"** to the vacation and abandonment of a six (6) foot wide Utility Easement Area being more particularly described on the accompanying Exhibit "A" sheet 2 of Taco Gordy Plat prepared by William C. Ward, PLS, attached hereto and by this reference made a part hereof.

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

Sincerely,

Irma Cuadra
Irma Cuadra
Senior Research Specialist

PV-21-06

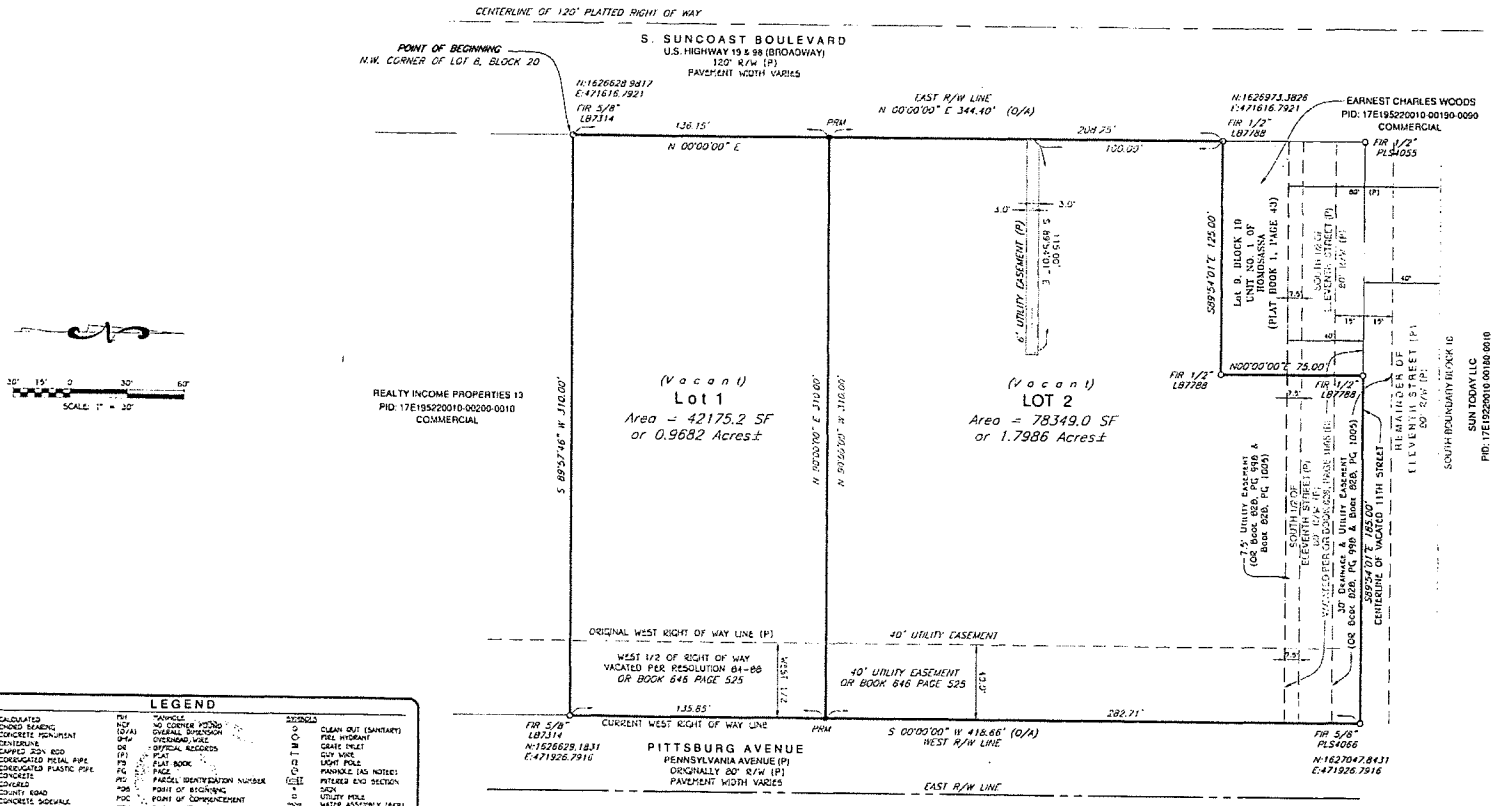
Attachment: Applicant's submittal (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat Vacation)

: 19 PG: 130

Exhibit A

TACO GORDY

A REPLAT OF LOT 9 AND A PORTION OF LOTS 10 THROUGH 14, BLOCK 20, AND LOTS 1 THROUGH 8 AND LOTS 10 THROUGH 19, BLOCK 19, UNIT NO. 1 OF HOMOSASSA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 1 AT PAGE 43, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
SECTION 22, TOWNSHIP 19 SOUTH, RANGE 17 EAST,
CITRUS COUNTY, FLORIDA.



LEGEND

(C)	CALCULATED	PM	*MONUMENT	○	CLEAN OUT (SANITARY)
(D)	DEEDED BEARING	NO	NO CORNER MONU	○	FIRE HYDRANT
CM	CONCRETE MONUMENT	(O/A)	OVERALL DIMENSION	○	GRATE INLET
℄	CENTERLINE	OHW	OVERHEAD WIRE	○	GUY WIRE
CM	CAPPED 3/4" IRON	OR	OFFICIAL RECORDS	○	LIGHT POLE
CMP	CORRUGATED METAL PIPE	(P)	PLAT	○	PANHANDLE (AS NOTED)
CPP	CORRUGATED PLASTIC PIPE	PB	PLAT BOOK	○	PITTERED END SECTION
CONC.	CONCRETE	PG	PAGE	○	SIGN
COV.	COVERED	PID	PARCEL IDENTIFICATION NUMBER	○	UTILITY POLE
C.R.	COUNTY ROAD	*POB	POINT OF BEGINNING	○	WATER ASSEMBLY (BFP)
CSW	CONCRETE SIDEWALK	POC	POINT OF COMMENCEMENT	○	WATER METER
(D)	DEED REFERENCE	PRM	PERMANENT REFERENCE MONUMENT	○	WATER VALVE
EP	EDGE OF PAVEMENT	PVC	POLYVINYL CHLORIDE		
ERCP	ELLIPTICAL RCP	(R)	RECORD INFORMATION		
FFE	FINISHED FLOOR ELEVATION	R/W	RIGHT OF WAY		
FCM	FOUND CAPPED IRON ROD	S.R.	STATE ROAD		
FCM	FOUND CONCRETE MONUMENT	TBM	TEMPORARY BENCH MARK		
FDOT	FL DEPT. OF TRANSPORTATION	TOB	TOP OF BANK		
FIP	FOUND IRON PIPE	TOE	TOE OF SLOPE		
FIR	FOUND IRON ROD	WF	WOOD FENCE		
INV	INVERT ELEVATION	Δ	DELTA ANGLE		
(M)	MEASURED	○	FOUND CORNER (AS NOTED)		
MES	MITERED END SECTION	●	SET 5/8" CM PLS #4815		
		□	FOUND CM (AS NOTED)		

PLAT PREPARED BY:

WILLIAM C. WARD, PLS
Professional Land Surveyor
SURVEYOR — MAPPER — PLANNER
650 PINELLAS BAYWAY, SUITE 2101, TIERRA VERDE, FL 33715
PHONE: 813-817-1115 WCWPLS4815@HOTMAIL.COM

SHEET 2 OF 2

PV-21-06

Plat Book: 19 Page No.: 130

Attachment: Applicant's submittal (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat Vacation)

Homosassa Special Water District

PO Box 195
Homosassa, FL 34487

Business Hours: 7:00 AM - 5:30 PM, Monday - Thursday
Excepting Holidays
Phone (352) 628-3740 hswd@tampabay.rr.com Fax (352) 628-4865

July 8, 2021

Kandi Valdez
Senior Administrative Assistant
3820 Northdale Blvd., Suite 300B
Tampa, FL 33624

Re: Partial Plat Vacation
Proposed Mavis Discount Tire
3727 S Suncoast Blvd., Homosassa, FL
Parcel ID: 17E19S220090-0020

Dear Ms. Valdez,

The Homosassa Special Water District does not have any water mains located in the utility easement on the above listed property. As the Homosassa Special Water District has no plans to place any water mains in the above areas in the future, HSWD has no objections to the vacating of this 6-foot-wide easement as stated.

Please feel free to contact me if you should have any other questions or if I may be of further assistance.

Teresa Olds
Office Manager
Homosassa Special Water District

Attachment: Applicant's submittal (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat Vacation)

PV-21-06

CITRUS COUNTY MOSQUITO CONTROL DISTRICT

Commissioners:
Stephanie Adams
AJ Green
Joe Adams

Director:
George Deskins

September 15, 2021

Bohler Engineering
Mitch Lal
3820 Northdale Blvd, Suite 300B
Tampa, FL. 33624

RE: Partial Plat Vacation – 3727 S. Suncoast Blvd, Homosassa, FL. Parcel ID: 17E19S220090-0020.

Dear Mr. Lal,

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,

Joseph L. Adams

Joe Adams
Chairman

RECEIVED
SEP 16 2021
PV-21-06
Land Development Division

968 N. LECANTO HWY. • LECANTO, FL 34461
PHONE: (352) 527-7478 • FAX: (352) 527-9567
WWW.CITRUSMOSQUITO.ORG

Attachment: Applicant's submittal (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat Vacation)

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: PL4-21-63

August 24, 2021

Mitch Lal
3820 Northdale Blvd.
Suite 300B
Tampa, FL 33624

RE: PV-21-06- PLAT VACATE, MITCH LAL OF BOHLER ENGINEERING FL, LLC, ON BEHALF OF GUERRIERI MANAGEMENT, INC.

Dear Mr. Lal:

The County Staff made the following recommendations on pending application **PV-21-06:**

Environmental Health has no objection to PV-21-06; 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:

> Project is located within Homosassa Special Water District's service area for central water. Please contact them for all water information and requirements.

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.

Attachment: Comments from the County, Fire, and EOC (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat Vacation)

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

1. Provide update regarding Duke Energy comments if they want an easement or other submittal with this vacation request (when the informatino is available from their office).

2. Provide the remainder of the utility letters (cable TV, Mosquito Control, Gas Provider).

Therefore, I have made the following recommendation on the Plat Vacation **application PV-21-06:**

(X) APPROVAL WITH CONDITIONS

This application is currently scheduled to be heard by the Planning and Development Commission on October 21, 2021.

Respectfully,

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

SW

cc: File – PV-21-06

Attachment: Comments from the County, Fire, and EOC (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat Vacation)

Joanna L. Coutu

From: Thompson, Devyn <DThompson@sheriffcitrus.org>
Sent: Thursday, August 19, 2021 3:48 PM
To: Joanna L. Coutu
Subject: [EXTERNAL]Plat Vacation Application Number PV-21-06
Attachments: PV-21-06.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-21-06.

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: Comments from the County, Fire, and EOC (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - 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: August 12, 2021

SUBJECT: **Plat Vacation Application Number PV-21-06, Mitch Lal – Bohler Engineering FL, LLC for Guerrieri Management Inc. – vacate 6' utility easement on Lot 2, Taco Gordy Plat (Section 22, Township 19 South, Range 17 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
AUG 12 2021
PV-21-06
Land Development Division

Attachment: Comments from the County, Fire, and EOC (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat Vacation)

PM2-21-107

DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
STAFF FINDINGS REPORT
TO THE
PLANNING AND DEVELOPMENT COMMISSION

PLAT VACATION APPLICATION NO.: PV-21-06 Mitch Lal of Bohler Engineering FL, LLC for Guerrieri Management Inc.

DATE: September 13, 2021
PREPARED BY: Joanna L. Coutu, AICP, Director; Land Development Division

REQUEST AND SUBJECT PROPERTY:	To vacate a 6' platted utility easement lying on Lot 2 in the Taco Gordy Plat, as recorded in Plat Book 19, Pages 129-130, public records of Citrus County, Florida (Section 22, Township 19 South, Range 17 East), lying on S. Suncoast Blvd (US-19) in Homosassa. A complete legal description is on file with the Land Development Division.
SURROUNDING LAND USE	GNC, General Commercial District on the Land Development Code (LDC) Atlas and the Future Land Use Map.
SURROUNDING AREA	Commercial uses (vacant and improved lots); S. Suncoast Blvd (US-19)

ANALYSIS

The purpose of this application is to remove a platted utility easement from a vacant commercial lot to allow development on the site. The applicant has submitted a building permit for a new tire store (2021-11135) and have proposed encroachment into this utility easement area which is not currently being utilized.

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.*

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.

Attachment: Staff report and locator map (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat Vacation)

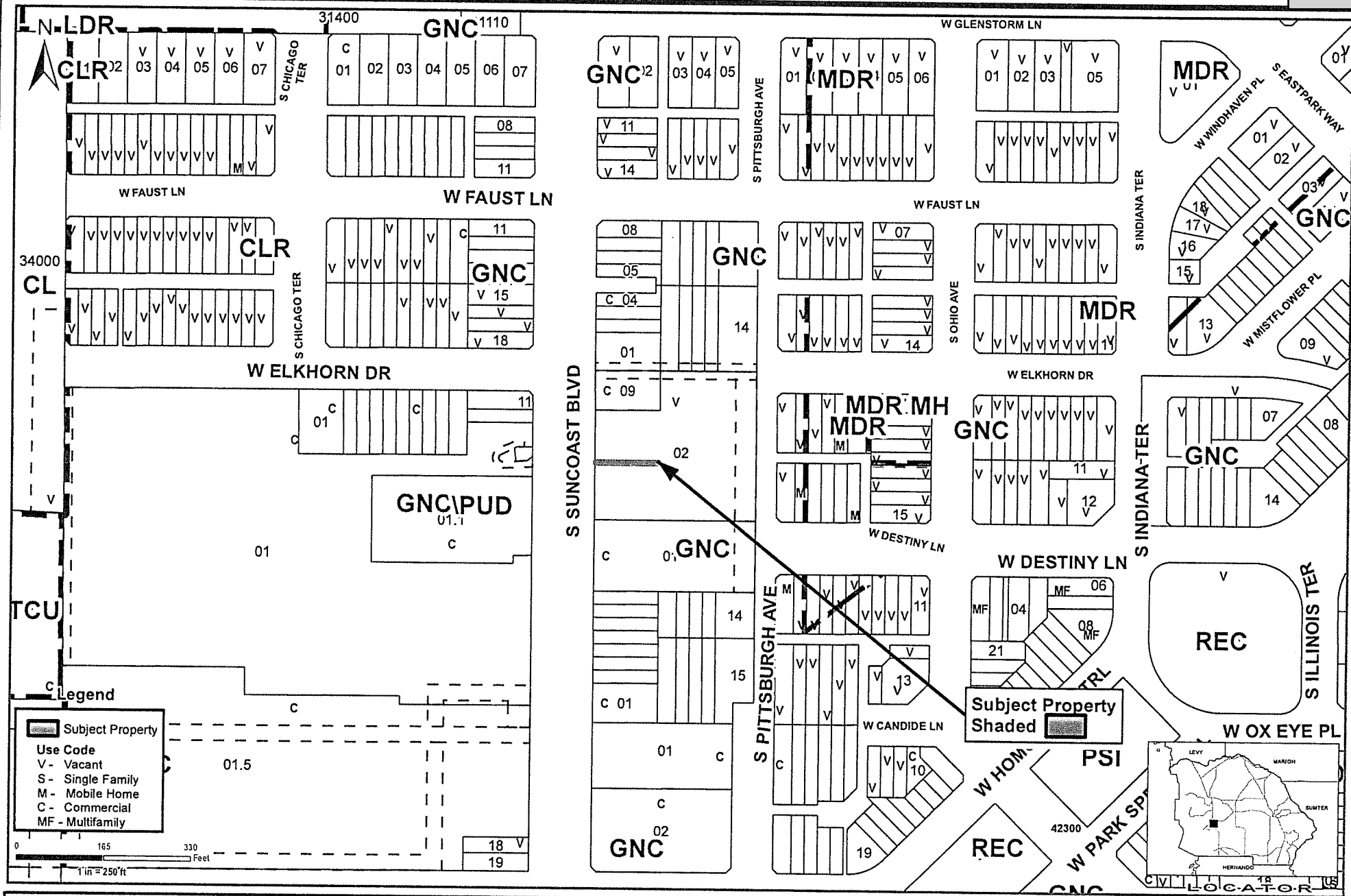
Utility companies that service the area had no concerns, although letters from all utility companies have not yet been provided. The utility company comments are provided with this application.

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, with the following condition of approval proposed:

- Provide utility letters from Spectrum Cable, Mosquito Control and Central Florida Gas. These items must be received prior to placement of this application on the agenda of the Board of County Commissioners for their consideration.

JLC/cb
sw

Attachment: Staff report and locator map (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat Vacation)



Application #: PV-21-06	Applicant: Mitch Lal of Bohler Engineering FL, LLC for Guerrieri Management Inc.
Proposal: Vacate a 6' platted utility easement lying on Lot 2 in the Taco Gordy Plat	Location: 3721, 3723, 3725, & 3727 S. Suncoast Blvd. Homosassa FL
Land Use Atlas: GNC General Commercial	S-T-R - 22-19-17 SW

Planner Initials: _____ Date: 8/26/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : William Braunsch
Date: August 23, 2021
Source: Enterprise Geodatabase
Map Number: WB0000652

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 on all the data it is printed. However, all information provided must be independently verified by the user.

Citrus County shall not be liable for any claims, demands, or losses of any kind in connection with the use of the information, including but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of this information and any viewing, copying, or distributing of these materials.

Attachment: Staff report and locator map (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for

Charter
COMMUNICATIONS

September 28 2021

Mitch Lal
Sr. Permit Manager
3820 Northdale Blvd., Suite 300B
Tampa, FL 33624

Re: Partial Plat Vacation: Mavis Discount Tire 3727 S. Suncoast Blvd, Homosassa, FL
Parcel ID: 17E19S220090-0023727

Please be advised that Charter Communications has no objection to the Vacate of Easement 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 G Smith
Construction Coordinator
Charter
COMMUNICATIONS

RECEIVED
PV-21-06
SEP 28 2021
Land Development Division

Attachment: Spectrum and Gas Company comments (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat Vacation)

FLORIDA PUBLIC UTILITIES

21September2021

Florida Public Utilities
3050 N Florida Ave
Hernando FL 34442

To Whom It May Concern,

Florida Public Utilities (FPU) has no objection to the proposed vacate of the Easements on 3297 S Suncoast Blvd, Homosassa FL, Altkey 3523545. Florida Public Utilities has no facilities in the proposed area and releases any future access for the proposed vacate site.

Thank you,

Philip Zimmer
Gas Operations Supervisor

Florida Public Utilities Company
3050 N Florida Ave
Hernando FL 34442
352-447-2790
352-398-5663 Mobile
www.FPUC.com

RECEIVED
SEP 21 2021
PV-21-06
Land Development Division

Attachment: Spectrum and Gas Company comments (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat Vacation)

RESOLUTION NO. 2021 –

A RESOLUTION PROVIDING FOR A PUBLIC HEARING ON A PETITION FILED BY MITCH LAL OF BOHLER ENGINEERING FL, LLC FOR GUERRIERI MANAGEMENT INC. FOR PV-21-06 TO VACATE THE 6' UTILITY EASEMENT LYING ON LOT 2 OF THE TACO GORDY PLAT, AS RECORDED IN PLAT BOOK 19, PAGES 129-130, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

WHEREAS, Mitch Lal of Bohler Engineering FL, LLC for Guerrieri Management Inc. has submitted a Petition to the Board of County Commissioners of Citrus County, Florida, to vacate the 6' utility easement lying on Lot 2 of the Taco Gordy Plat, as recorded in Plat Book 19, Pages 129-130, 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 9th day of November, 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 2:15 PM on the 30th day of November, 2021, to determine whether or not this Board shall vacate the 6' utility easement lying on Lot 2 of the Taco Gordy Plat, as recorded in Plat Book 19, Pages 129-130, 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.

Attachment: PV-21-06 Guerrieri Management Resolution--Sets PH (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat

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-21-06 Guerrieri Management Resolution--Sets PH (18556 : PV-21-06 Mitch Lal for Guerrieri Mgmt Inc. - Request for Plat

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Proclamation Friend of the 4-H Award
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

The University of Florida IFAS Extension Citrus County 4-H Youth Development Program is requesting the Citrus County Board of County Commissioners to recognize the Citrus County 4-H Foundation "Friend of the 4-H Award" for its service to the 4-H program.

BUDGET IMPACT/FUNDING SOURCE:

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

No impact to budget.

RECOMMENDED ACTION:

Approve and authorize the Board to execute a Proclamation to recognize Citrus County 4-H Foundation "Friend of the 4-H Award" for their service to the 4-H program.

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

PROCLAMATION
FRIEND OF THE 4-H AWARD

WHEREAS, **The Citrus County 4-H Foundation has been awarded the Friend of 4-H Award by the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) Extension. The award recognizes the service of these individuals, who are volunteers, business and community leaders to the 4-H youth development programs which have been supporting the youth in Citrus County for over 30 years; and**

WHEREAS, **The core values of 4-H are to develop citizenship, leadership, responsibility and life skills in young people through experiential learning programs. To support these programs annually, the Citrus County 4-H Foundation plans and produces the Citrus Stampede Rodeo to benefit the 4-H program. Proceeds support youth programs in 4-H Clubs, school enrichment programs, workshops and summer day and residential camps. Additionally, funds raised by the 4-H Foundation members support scholarships for 4-H Alumni to pursue post-secondary education at universities, colleges and trade schools; and**

WHEREAS**, The Citrus County 4-H Foundation recognizes the value of positive youth development, and their commitment not only improves the lives of the participating youth, but also benefits the community while furthering the excellence of the local 4-H youth development program.**

NOW, THEREFORE, the Board of County Commissioners of Citrus County does recognize the Citrus County 4-H Foundation "Friend of the 4-H Award" and recognizes the service of the individuals to the 4-H Youth Development program.

EXECUTED this 9th day of November, 2021

_____
Chairman Scott Carnahan

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

Attachment: Friend of 4 -H award 2021 (18503 : Proclamation Friend of the 4-H Award)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Proclamation - Power Plant Worker Appreciation Day
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

Duke Energy has requested a proclamation to designate November 1, 2021 as Power Plant Worker Appreciation Day 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 November 1, 2021, as Power Plant Worker Appreciation Day 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
POWER PLANT WORKER APPRECIATION DAY

WHEREAS, November 1st is designated as Power Plant Worker Appreciation Day in recognition of the men and women who generate the electricity we all depend on; and

WHEREAS, these workers power our lives and deserve recognition and should know how much we respect, value and appreciate them for reliably providing one of life's essential services 24 hours a day; and

WHEREAS, these workers give back to the local communities where they live and work by volunteering their time and talent and providing financial contributions to nonprofits; and

WHEREAS, Citrus County is home to Duke Energy's Citrus Combined Cycle Station and Crystal River Coal-fired Units 4 and 5 which combined generate enough energy to serve more than 2.5 million homes.

NOW, THEREFORE, the Board of County Commissioners of Citrus County, Florida does hereby designate November 1, 2021, as Power Plant Worker Appreciation Day in Citrus County, Florida.

EXECUTED this 9th day of November 2021

_____
Chairman Scott Carnahan

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

Attachment: 11-9-21 Proc Power Plant Worker Day (18606 : Proclamation - Power Plant Worker

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Proclamation - National Farm-City Week
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

Hernando-Citrus County Farm Bureau request a proclamation for National Farm-City Week 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 November 17 through 24, 2021 as National Farm-City Week in Citrus County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

P R O C L A M A T I O N

NATIONAL FARM-CITY WEEK

WHEREAS, American farmers and ranchers help feed the world by producing a bounty of nutritious foods. To do this, they rely upon essential partnerships with urban and suburban communities to supply, sell and deliver finished products across the country and around the globe, as they contribute to the health and well-being of our country and to the strength of our economy; and

WHEREAS, During National Farm-City Week, we recognize the importance of this cooperative network. Agriculture employs more than 2 million workers, including farmers and ranchers, shippers, processors, marketers, retailers, truck drivers, inspectors and others who annually contribute an annual impact of $127 billion to Florida's economy. As they perform their daily work, farmers and ranchers preserve freshwater recharge areas, wildlife habitat and green space. Consumers help farm families maintain their superior natural resource conservation practices by purchasing Florida agricultural products; and

WHEREAS, Farm-City Week activities celebrate the mutually beneficial relationships that support quality of life we all enjoy. This week, as we gather with family and friends around the Thanksgiving table, we count these relationships among our many blessings. We commend the many Floridians whose hard work and ingenuity provide us with food abundance and reflect the true spirit of our state and nation.

NOW, THEREFORE, the Board of County Commissioners of Citrus County does hereby proclaim November 17 through 24, 2021, as "National Farm-City Week" in Citrus County and encourages citizens in rural and urban areas to acknowledge all those who, working together, produce and supply our community and nation with an abundance of agricultural products.

EXECUTED this 9th day of November 2021

_____

Chairman Scott Carnahan

_____ _____

Ronald E. Kitchen Jr. **Ruthie Davis Schlabach**

_____ _____

Jeff Kinnard D.C. **Holly L. Davis**

Attachment: 11-9-2021 Proc National Farm-City Week (18591 : Proclamation - National Farm-City Week)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Proclamation National Hunger and Homelessness Awareness Week
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

Board recognize November 13-21, 2021 as National Hunger and Homelessness Awareness Week 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 November 13-21, 2021, as National Hunger and Homelessness Awareness Week in Citrus County Florida.

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA
P R O C L A M A T I O N
NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK

WHEREAS, on January 25, 2021, members of the Mid Florida Homeless Coalition's Continuum of Care identified 155 households with 221 people in Citrus County who were literally homeless; and the Citrus County Public School System reported 2020/2021 school year 638 students experienced homelessness based on the Department of Education's homeless definition; and

WHEREAS, the purpose of the proclamation is to educate the public about many reasons people are hungry and homeless including the shortage of affordable housing in Citrus County for very low income residents; and to encourage support for homeless assistance service providers, food pantries, as well as community service opportunities for students and school service organizations; and

WHEREAS, there are many organizations committed to housing, sheltering, providing supportive services as well as meals and food supplies to the homeless and hungry including: Mid Florida Homeless Coalition, The Bridge 4 Veterans, Inc., Catholic Charities DOSP, Citrus County Abuse Shelter Association, Inc., Community Food Bank of Citrus County, Early Learning Coalition of the Nature Coast, Family Resource Center, Jericho Road Ministries, LifeStream Behavioral Center, LSF Health Systems, The Pregnancy and Family Life Center, The Salvation Army, Society of St. Vincent de Paul District Hernando/Citrus District Council, Inc., St. Vincent de Paul CARES, Stephen L. Teaster II, Esq., United Way of Hernando County, Youth and Family Alternatives, Inc.-New Beginnings Youth Shelter, and many others; and

NOW, THEREFORE, the Board of County Commissioners of Citrus County does hereby recognize November 13 through 21, 2021, as "National Hunger and Homelessness Awareness Week" in Citrus County, Florida and we call this observance to the attention of all our citizens.

EXECUTED this 9th day of November 2021

Commissioner Scott Carnahan

Ronald E. Kitchen, Jr.

Ruthie Davis Schlabach

Jeff Kinnard D.C.

Holly L. Davis

Attachment: 11-9-21 Proc National Hunger & Homelessness Awareness Week (18607 : Proclamation

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 11/09/21

Name: We Care Food Pantry - Patrick Crippen

Address: Cardinal Lane
Homosassa

Telephone #: 140-208-3056

Item to be Addressed: County Building

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 11/9/2021

Name: VICTOR HUNTLEY

Address: 8412 N. HUNTLEY TER

Telephone #: 352-464-4811

Item to be Addressed: ROADWAY FLOODING

Communication: Public Speaker Forms for item D (Open

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: Nov 9th 2021

Name: Jeanna D. Gullett

Address: 6395 E. Slate St
Inverness FL 34452

Telephone #: (352) 400-9090

Item to be Addressed: Dog Attack

Communication: Public Speaker Forms for item D (Open

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 11-9-21

Name: Anna Connelly

Address: 6395 E Slate st Inverness

Telephone #: 352-201-5013

Item to be Addressed: Dog's Attack

Communication: Public Speaker Forms for item D (Open

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 11-9-2021

Name: Beverly Rearden

Address: 4756 South Rainbow Dr.
Inverness Fl. 34452

Telephone #: 352-22950

Item to be Addressed: Dog's

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 11/9/21

Name: John Labriola

Address: 2806 Eisenhower St. W
Inverness FL 34453

Telephone #: 954-515-2084

Item to be Addressed: Library and displays

Communication: Public Speaker Forms for item D (Open to

D
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: November 9, 2021

Name: Dr Paul Reinhardt

Address: 325 South Jefferson St.
Beverly Hills, Florida 34465

Telephone #: (352) 270-4909

Item to be Addressed: Library Displays

Communication: Public Speaker Forms for item D (Open to the

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 11/9/21

Name: William Daze'

Address: 2201 Evans Prairie Trail
The Villages FL 32163

Telephone #: 954-461-8926

Item to be Addressed: Library Advisory

Communication: Public Speaker Forms for item D (Open

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 11·9·21

Name: JOHN COLLINS

Address: 4610 W MOHAWK DR

Telephone #: 540 330 6214

Item to be Addressed: LIBRARY DISPLAYS

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 11-9-21

Name: Elexzandir Ramsingh

Address: 5601 N Zack Ter Dunnellon FL 34433

Telephone #: 401-744-4834

Item to be Addressed: Internet Services

Communication: Public Speaker Forms for item D (Open to the

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: _____

Name: Mary C Beadle

Address: _____

_____

Telephone #: _____

Item to be Addressed: Library issues

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 11/9/21

Name: John Gattone

Address: 372 E. Lancaster St.
Lecanto, FL 34461

Telephone #: N/A

Item to be Addressed: Library Displays

Communication: Public Speaker Forms for item D (Open to the

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 11/9/21

Name: Elaine Kleid

Address: 4735 W Finch Court
Lecanto FL 34461

Telephone #: 352-503 9202

Item to be Addressed: LAB appt

Communication: Public Speaker Forms for item D (Open

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 11/9/21

Name: LAURIE PETTENGILL

Address: 1129 S. Gladiolus Dr
Homosassa

Telephone #: 603-986-0162

Item to be Addressed: Library inclusivity

Communication: Public Speaker Forms for item D (Open

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 11/8/21

Name: Tracy Edgmon

Address: 629 E Charleston Ct
Hernando, FL

Telephone #: 217-983-5152

Item to be Addressed: Sexual Content @ the Library

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: Nov. 9 2021

Name: Anne Ayoub

Address: 254 Capri Ct
The Villages

Telephone #: 352-350-6139

Item to be Addressed: LGBT

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 10/9/21

Name: Jonathon Huntley

Address: 7355 West Lemonade Lane
Dunnellon FL

Telephone #: 352-601-1708

Item to be Addressed: Flooding Road on West Adironack

Communication: Public Speaker Forms for item D (Open to

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: _____

Name: Donna Rumm

Address: 1020 Troy St 34453

_____

Telephone #: _____

Item to be Addressed: _____

Communication: Public Speaker Forms for item D (Open

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 11/9/2021

Name: CYNDY SHECKLEY

Address: 2923 CAPACY PLACE
THE VILLAGES, FL 32163

Telephone #: 423-486-5573

Item to be Addressed: LIBRARY DISPLAY

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 11/9/2021

Name: BOB SHECKEY

Address: 2923 CAYLEY PLACE
THE VILLAGES, FL 32163

Telephone #: 423-486-5574

Item to be Addressed: LIBRARY DISPLAY

Communication: Public Speaker Forms for item D (Open to

BCC
D, 1

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: 11-9-21

Name: SABRINA WATSON

Address: Rabeck Ave Lecanto

Telephone #:

Item to be Addressed: B.10-

Communication: Public Speaker Forms for item D (Open to

D

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 11/9/21

Name: CHRIS FITO

Address: 423 HWY 466

Telephone #: 646 246 8207

Item to be Addressed: LIBRARY LGDT

Communication: Public Speaker Forms for item D (Open

D- Victor Huntley

Board of County Commissioners Regular Meeting
11/09/2021 1:00 PM
Citrus County Courthouse

Room 100
110 N. Apopka Avenue
Inverness, FL 34450

CITRUS B.O.C.C.

I am contacting you regarding the standing water on W Adirondack St in Citrus County Florida, it is located East of N Citrus Ave (C.R. 495). The water has been there going on 3 months now and not showing any signs of receding, I have contacted the Storm Water and Road Maintenance Divisions and gotten no action, I have been watching the news and keeping up with the articles from the BOCC and you have done nothing but declare a state of emergency, with the caveat "FEMA is not going to rescue us". I have waited long enough, and it is time someone at the county took things a little more seriously. Fire Rescue, EMS and Sheriffs Deputy's cannot access our neighborhood and considering that puts your county constitutes life, safety, and welfare at risk I would think that would be kind of important. Let me throw a few ideas your way and I will be at the BOCC Meeting on November 9th, 2021 @ 1:00pm to get your reply.

There are Approximately 20 Acres that have some level of water on them (EAST of CR 495 and NORTH of W Adirondack St):

1 Acre = 43,560 Square Feet (SF) x 20 Acres that equals 871,200 SF

871,200 x 2 Feet (Average Water Depth) = 1,742,400 Cubic Feet

1,742,400 Cubic Feet equals 13,034,058 US Gallons

A 6-inch pump from Sun Belt rental can pump over 2,ooo gallons per minute

A water tanker truck can hold between 2,000 and 6,000 Gallons of water.

If you were to get 10 tanker trucks (averaging 4,000 Gallons) and run them from 6pm to 6am that's 12 hours and average at 2 loads per truck per Hour. That equates to the following:

1 Truck Averaging 8,ooo Gallons per Hour
10 Trucks would equal 80,000 Gallons per hour
12 Hours equals 96,000 Gallons

Communication: Additional Information for item D - Submitted by Victor Huntley (Open to the Public)

In 14 Days, you could move 13,440,000 Gallons of water, There are dozens of empty DRA's {Drainage Retention Areas) capable of holding this water. Also, when the pumps are not being used, they can be set to spray water into the air which should help with evaporation and help lower the water level even faster.

That is more than enough to make the roads passable for emergency Services, Postal Services, Trash Service and Home Health Care Service, ETC… and not cause any property damage or flooding to other areas of the county.

These are conservative figures and Since you have declared a State of Emergency, you can open up your Emergency Operations Center to coordinated with County, State and Federal officials. With all that labor and resources combined, you can multiple the number of trucks and pumps 10-fold to provide relief from all parts of the County and get the flooded streets cleared inside of a month.

Additionally. On the East side of N Citrus Ave, just south of W Adirondack St there is a large rise in the drainage ditch that is preventing water from flowing to the Vacant acreage at W Summertree Drive. When the water crested over 23 ft above sea level that water made its way around that rise, through private property and settled on that acreage to give us some relief, WITHOUT causing any flooding or Property damage to any homes in that area. If a pump were to be deployed in that area and pump water over that rise, you could monitor the amount of water as to not cause any flooding or property damage.

I realize that there are other areas of the county that are having a similar problem and you would not want to move water from one troubled area and cause problems somewhere else. The above ideas do not do that, and something is better than nothing, especially considering you have been sitting on your hands and saying we cannot do anything, especially when you consider people's lives and wellbeing are on the line.

Sincerely,
Victor Huntley

Communication: Additional Information for item D - Submitted by Victor Huntley (Open to the Public)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 21-007 Amendment No. 1; W. Grover Cleveland Blvd-Peach Orchard WTP Interconnect Prj; Pave Rite
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

On April 13, 2021, Board awarded ITB 21-007 W. Grover Cleveland Blvd to the Peach Orchard WTP Interconnect Project to Pave Rite, Inc. for construction services of 12" water main to connect to the County's existing water main located at the intersection of CR491 and W. Grover Cleveland Blvd.

The Department of Water Resources issued a Notice to Proceed directing Contractor to commence work on May 17, 2021, and reach substantial completion on September 14, 2021, and final completion on October 14, 2021.

Staff and Contractor desire to amend the Agreement and Notice to Proceed, due to the limited availability in PVC pipe and extend the duration of the Agreement as set forth in the Amended Notice to Proceed, Contractor shall reach substantial completion by November 13, 2021, and final completion by December 13, 2021.

No cost increase with this Amendment.

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 Amendment No. 1 to the Agreement between Citrus County, Florida and Pave-Rite, Inc. to extend the duration of the Agreement reaching substantial completion by November 13, 2021, and final completion by December 13, 2021.

Board of County Commissioners
DEPARTMENT OF WATER RESOURCES
UTILITY PLANNING & ENGINEERING
3600 W. Sovereign Path, Suite 291
Lecanto, Florida 34461
Telephone: (352) 527-7646 Fax: (352) 527-7644
itrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.citrusbocc.com

AMENDED NOTICE TO PROCEED

TO: Pave-Rite, Inc.
3411 W. Crigger Ct.
Lecanto, FL 34461

DATE: September 9, 2021

PROJECT: ***W. Grover Cleveland to Peach Orchard WTP Interconnect Project ITB#20-007***

Pave-Rite, Inc. is requesting an additional 60 days be added to the project due to manufacturing and shipping delays by the Rotork valve manufacturer. The manufacturer is backlogged on orders due to COVID-19. Pursuant to Article 9.0 of the agreement, Pave-Rite, Inc. is hereby notified to continue with the work that commenced on **May 17, 2021** and to achieve Substantial Completion on or before **November 13, 2021** and Final Completion on or before **December 13, 2021.**

OWNER: Citrus County Board of County Commissioners
Water Resources Department

BY: Christina Malmberg Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2021.09.09 13:46:47-04'00'

Christina Malmberg, P.E, Utility Planning and Engineering Director,
Department of Water Resources

ACCEPTANCE NOTICE:

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

BY: V.P.

Jeffrey Korstick, Vice-President
Pave-Rite, Inc.

Attachment: ITB 21-007 AGENDA (18519 : ITB 21-007 Amendment No. 1; W. Grover Cleveland Blvd-Peach Orchard WTP Interconnect Prj; Pave

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2020

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
BKS Partners
4211 W. Boy Scout Blvd Ste 800
Tampa FL 33607

CONTACT NAME: Tanya Russo
PHONE (A/C, No, Ext): 813-470-5022 FAX (A/C, No): 813-221-1857
E-MAIL ADDRESS: tanya.russo@bks-partners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CNA Insurance Companies	
INSURER B : Continental Insurance Company	35289
INSURER C : Valley Forge Insurance Co.	20508
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PAVER-1
Pave Rite Inc.
3411 W Crigger Court
Lecanto FL 34460

COVERAGES **CERTIFICATE NUMBER:** 914450419 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	7011759804	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
B	AUTOMOBILE LIABILITY	Y	Y	7011759799	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			7011759818	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	7011958836	1/1/2021	1/1/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E L EACH ACCIDENT	$ 500,000
	(Mandatory in NH)						E L DISEASE - EA EMPLOYEE	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - POLICY LIMIT	$ 500,000
A	Equipment			7011759804	1/1/2021	1/1/2022	Leased/Rented TIV Scheduled Deductible	285,000 1,153,208 10%

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Limited worksite pollution included: limit $500,000
Project Name: Homosassa Special Water District
Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are additional insured as respects to general liability as required by written contract, subject to all policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

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

CANCELLATION 30 Days/10 Days for Non-payment

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
Richard P. Russo Jr.

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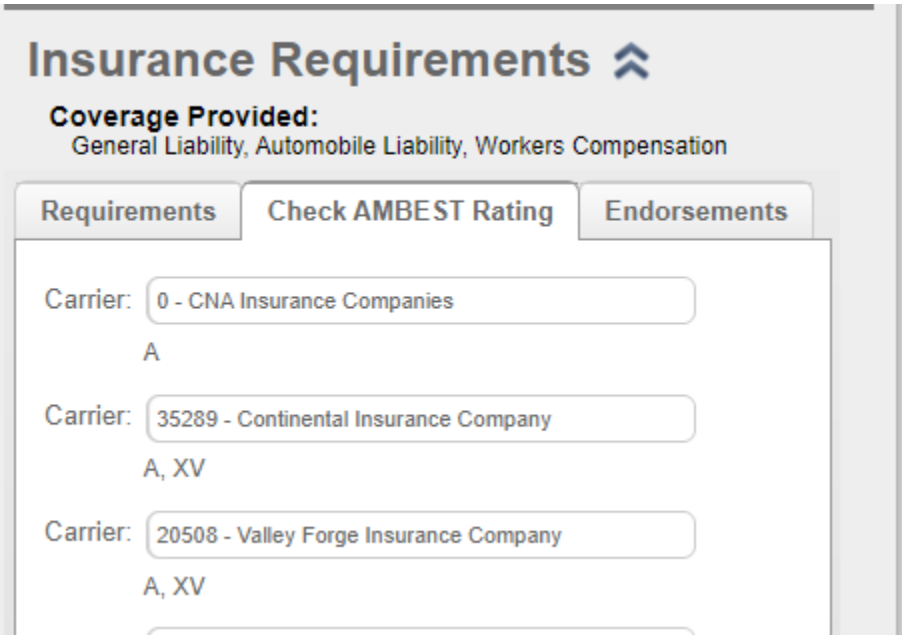
Attachment: ITB 21-007 AGENDA (18519 : ITB 21-007 Amendment No. 1; W. Grover Cleveland Blvd-Peach Orchard WTP Interconnect Prj; Pave

AMBEST Pave-Rite, Inc. 2022



Attachment: ITB 21-007 AGENDA (18519 : ITB 21-007 Amendment No. 1; W. Grover Cleveland Blvd-Peach Orchard WTP Interconnect Prj; Pave

Amendment No.1 to the Agreement
ITB 21-007
West Grover Cleveland Boulevard to the Peach Orchard
Water Treatment Plant (WTP) Interconnect Project

THIS AMENDMENT is made and entered into by and between Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County") and Pave-Rite, Inc., a corporation existing under the laws of the State of Florida (hereinafter referred to as "Contractor").

WHEREAS, On April 13, 2021, County and Contractor entered into an Agreement to provide construction services for the Grover Cleveland Blvd. to the Peach Orchard Water Treatment Plant Interconnect Project; and

WHEREAS, On April 29, 2021, the Department of Water Resources issued a Notice to Proceed directing Contractor to commence work on May 17, 2021, and reach substantial completion on September 14, 2021, and final completion on October 14, 2021; and

WHEREAS, Due to the limited availability in PVC pipe, Contractor with County desire to amend the Agreement to extend the duration of the Agreement as set forth in the Amended Notice to Proceed, Contractor shall reach substantial completion by November 13, 2021, and final completion by December 13, 2021; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby amend the Agreement to provide that Contractor shall reach substantial completion by November 13, 2021, and final completion by December 13, 2021.

3. County and Contractor agree that all other terms and conditions of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: ITB 21-007 AGENDA (18519 : ITB 21-007 Amendment No. 1; W. Grover Cleveland Blvd-Peach Orchard WTP Interconnect Prj; Pave

IN WITNESS WHEREOF, this Amendment No. 1 to the Agreement is accepted by the parties as of the date noted below.

Signature of Witness (1)

Scott Korstick
Printed Name of Witness (1)

Signature of Witness (2)

Kim Jackson
Printed Name of Witness (2)

PAVE-RITE, INC.

BY: _____, V.P.
JEFFREY J. KORSTICK, VICE PRESIDENT

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 October, 2021, by Jeffrey J. Korstick as Vice President who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 13th day of October, 2021.

NOTARY PUBLIC Signature
Printed Name: Jason Smith
Commission No.: GG 308916
Expiration Date: 03/06/23

JASON SMITH
Notary Public - State of Florida
Commission # GG 308916
My Comm. Expires Mar 6, 2023
Bonded through National Notary Assn.

SEAL

Official use only

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

ATTEST:

ANGELA VICK, CLERK

BY: _____, CHAIRMAN

DATE: _____

Attachment: ITB 21-007 AGENDA (18519 : ITB 21-007 Amendment No. 1; W. Grover Cleveland Blvd-Peach Orchard WTP Interconnect Prj; Pave

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	QTE 21-138 SaaS Web & PDF Quality Assurance; Monsido, Inc.
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

Monsido is an online tool suite which scans Citrus County website once every 7 days or when requested as an on-demand scan. The intuitive dashboard contains numerous tools which allow unlimited team members to find and solve issues and make improvements related to Quality Assurance (QA), Accessibility, Search Engine Optimization (SEO) and Web Governance. The Monsido Quality Assurance module finds issues on the website which may affect user experience, such as misspellings, broken links, readability issues and other inconsistencies. It also provides an overview of all files on the website and allows tracking scripts to make sure they are correctly installed.

Staff desires to award Monsido to provide Software as a Service for website and .pdf quality assurance at a cost of $2,190 annually.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
2150-53416	Software as	$241,369	$0	$7,263	$234,105

Systems Management-Software as a Service
*Available Balance prior to award

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Monsido, Inc. to provide website and document scanning quality assurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 10/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TH CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE 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 endorse If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement c this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Automatic Data Processing Insurance Agency, Inc.
Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	**PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Monsido Inc PO Box 910634 San Diego CA 921910634	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Insurance Company of the Southeast 38261 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2159611 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIC INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	76WEGAE9PF9	01/06/2021	01/06/2022	☒ 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)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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MONSINC-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2021

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
Fusco & Orsini Insurance Services, Inc.
5095 Murphy Canyon Road, Suite 200
San Diego, CA 92123

CONTACT NAME:
PHONE (A/C, No, Ext): (858) 384-1506
FAX (A/C, No): (800) 209-9298
E-MAIL ADDRESS: service@foagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Continental Casualty Company	20443
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Monsido, Inc.
PO Box 910634
San Diego, CA 92191

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	6024950150	9/7/2021	9/7/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000, $ 1,000, $ 10, $ 1,000, $ 2,000, $ 2,000,
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			6024950150	9/7/2021	9/7/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000, $ $ $
B	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			6024958393	9/7/2021	9/7/2022	EACH OCCURRENCE AGGREGATE	$ 5,000, $ 5,000,
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Tech Liability			6024950150	9/7/2021	9/7/2022	Aggregate	5,000,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Citrus County, Florida is additional insured per attached endorsement, waiver of subrogation applies per same.

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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BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, but only with respect to "**bodily injury**" or "**property damage**" arising out of "**your products**" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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h. "**Bodily injury**" or "**property damage**" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "**written contract**;"

b. Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. **Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" as co-owner of such premises.

c. **Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.

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d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "bodily injury" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "**Bodily injury**", "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

(2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

(b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The "**bodily injury**" or "**property damage**;" or

(b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

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b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

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3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

   The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

   a. $1,000,000; or

   b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

   h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

   (1) Not done intentionally by or at the direction of:

   (a) The insured; or

   (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

   (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

   (15) Discrimination Relating to Room, Dwelling or Premises

   Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

   (16) Employment Related Discrimination

   Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

   (17) Fines or Penalties

   Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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BUSINESSOWNERS COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy.
      (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
         (a) Seasonal unoccupancy; or
         (b) Buildings in the course of construction, renovation or addition.

      Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
      (2) After damage by a covered cause of loss, permanent repairs to the building:
         (a) Have not started, and
         (b) Have not been contracted for,

      within 30 days of initial payment of loss.
      (3) The building has:
         (a) An outstanding order to vacate;
         (b) An outstanding demolition order; or
         (c) Been declared unsafe by governmental authority.
      (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.
      (5) Failure to:
         (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
         (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.
   b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
   c. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

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E. Inspections And Surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

F. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization

If, during your policy period, we adopt any revision that would broaden the coverage under this policy without additional premium the broadened coverage will immediately apply to this policy. The broadened coverage will also apply to the renewal of this policy if such renewal was in process or was mailed prior to the date we adopted such revision.

H. Other Insurance

1. If you have other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.
2. Business Liability Coverage is excess over:
   a. Any other insurance that insures for direct physical loss or damage; or
   b. Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured.
3. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:
   a. Is responsible for the payment of all premiums; and
   b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
   a. Paid to us prior to the anniversary date; and
   b. Determined in accordance with Paragraph **2.** above.

   Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.
4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if the Declarations show an Audit Period other than 'Not Auditable.' We will compute the final premium due when we determine your actual exposures.
2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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K. Transfer Of Rights Of Recovery Against Others To Us

1. Applicable to Businessowners Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

a. Prior to a loss to your Covered Property.

b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance;

(2) A business firm:

(a) Owned or controlled by you; or

(b) That owns or controls you; or

(3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers. This will not restrict your insurance.

2. Applicable to Businessowners Liability Coverage:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

L. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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AMBEST 9-2022 Monsido

Valley Forge Insurance Company

AMB #: 002132 **NAIC #: 20508** **FEIN #: 231620527**

Administrative Office
151 North Franklin Street
Chicago, Illinois 60606United States
Web: www.cna.com
Phone: 312-822-5000
AM Best Rating Unit: AMB #: 018313 - CNA Insurance Companies
Based on AM Best's analysis, 050177 - Loews Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	June 30, 1948

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	June 21, 2005

Continental Casualty Company

AMB #: 002128 **NAIC #: 20443** **FEIN #: 362114545**

Domiciliary Address
151 North Franklin Street
Chicago, Illinois 60606United States
Web: www.cna.com
Phone: 312-822-5000
AM Best Rating Unit: AMB #: 018313 - CNA Insurance Companies
Based on AM Best's analysis, 050177 - Loews Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	June 21, 2005

Attachment: QTE 21-138 AGENDA (18529 : QTE 21-138 SaaS Web & PDF Quality Assurance; Monsido, Inc.)

Hartford Insurance Company of the Southeast

AMB #: 002613 **NAIC #: 38261** **FEIN #: 061013048**

Domiciliary Address
One Hartford Plaza
Hartford, Connecticut 06155-0001United States
Web: www.thehartford.com
Phone: 860-547-5000
AM Best Rating Unit: AMB #: 058707 - Hartford Financial Services Group, Inc.
Based on AM Best's analysis, 058707 - Hartford Financial Services Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 29, 2021
Initial Rating Date:	June 30, 1980

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 29, 2021
Initial Rating Date:	July 14, 2005

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Monsido, Inc.
5880 Oberlin Dr. 6th Fl
San Diego, CA
92121

Customer: Citrus County, Florida
Quote number: 26709197
Offer valid through: November 30, 2021
Prepared by: Taylor Rogers

Monsido Web Governance Suite

Service Description

Monsido is an online tool suite which scans your website once every 7 days or when you request an on-demand scan (up to the specified number of on-demand scans included in your plan). After each scan, a status report about your website's condition will be sent to you via email. Scan information can also be accessed in the Monsido dashboard. The intuitive dashboard contains numerous tools which allow you and unlimited team members to find and solve issues and make improvements related to Quality Assurance (QA), Accessibility, Search Engine Optimization (SEO) and Web Governance.

Some of Monsido's notable features include:

- Weekly scan with report sent via email
- On-demand scans when you need them
- User-friendly intuitive dashboard
- Unlimited users and ability to assign roles
- Prioritized error reporting based on page views
- Free live support and training

About Monsido

Monsido's goal is to help organizations of all types and sizes make website management and maintenance both easier and more affordable by providing them with smart and easy-to-use solutions. Monsido has a global presence with offices in Australia, Denmark, and the United States.

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Service module descriptions

All modules may not be included in the selected plan.

Website Quality Assurance

The Monsido Quality Assurance module finds issues on your website which may affect user experience, such as misspellings, broken links, readability issues and other inconsistencies. It also provides you with an overview of all files on your website and allows you to track scripts to make sure they are correctly installed.

Document Scanning

The Document Scanning module checks your PDFs, Word, PowerPoint and RTF documents for broken links. With this module enabled Content Policies also check the aforementioned document types.

Search Engine Optimization (SEO)

The SEO module automatically finds technical issues on web pages which may affect search engine rankings, such as missing or duplicate title tags, heading tags, or alt text on images. It can also find content-related issues, such as content which is too short. The SEO module not only alerts you to these errors and improvement possibilities, but also has in-tool suggestions on how to fix the issues.

HTML Accessibility (WCAG 2.0/2.1 A, AA, AAA)

Make sure your website is in compliance with WCAG 2.0/2.1 A, AA, and AAA guidelines so everyone has a good experience while on your website. Monsido will scan your website and locate accessibility issues. With our in-app fix recommendations, accessibility issues are now easier to understand and fix to get your website up to standards.

PDF Accessibility Tracking

Monsido PDF Accessibility Tracking Tool lists all scanned PDF files linked from the scanned website (both internal PDFs and PDFs linked to on external websites). This enables customers to review each PDF file in order to ensure compliance for the file in question. With the Monsido PDF Accessibility Tracking Tool, customers can ensure that every listed file is thoroughly tested and remediated without subjecting to the risks arising from incomplete compliance testing done by tools that are not able to test all aspects of PDF accessibility.

PDF Accessibility Testing

The Monsido PDF Accessibility Testing Tool provided by Commonlook lists all scanned PDF files linked from the scanned website (both internal PDFs and PDFs linked to on external websites) and enables the customer to queue them for testing for WCAG 2.0 issues.

Uptime

The Uptime feature checks your website’s response every 5 minutes and shows the result in graph form. The feature allows you to set up real-time alerts for problems such as slow response or crashes.

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Readability Testing

Monsido will test the Readability level for scanned pages and make the results available in the reports. Adjusting readability levels for the target audience ensures that content is read and understood by the website's visitors.

Heatmaps

The Monsido Heatmaps feature provides detailed information about where website visitors spend time on your website"s pages, shows visitor behavior and more. With Heatmaps, it is very easy to choose the page(s) to track through the Heatmaps dashboard.

Analytics

The Monsido Analytics feature provides detailed information about the number of website visitors, visitor behavior, keywords, popular web pages, and more. Monsido Analytics is very easy to use and understand through the intuitive dashboard.

Policies

The Monsido Policy feature allows you to set up policies for your site and search all crawled pages for violations and specific content, such as words, strings of words, email addresses, or employee names.

PageAssist

The Monsido PageAssist™ feature allows you to add a personalization button to your website which allows your website visitors to tailor the web page they're on to their individual needs.

PageCorrect

PageCorrect™ allows you to work efficiently by correcting quality assurance and accessibility errors directly via the Monsido platform without having to login to your content management system.

Data Privacy Module

The Data Privacy module allows you to take control of the data on your website and demonstrate your efforts to be compliant with existing data privacy standards. The easy-to-use module allows you to automate the management of your website's personal data by scanning your domain in order to identify and categorize potential privacy issues.

Scans and Automated Reporting

Monsido will scan website pages which are publicly-accessible (up to the number of pages included in your plan and available using web-crawling methods) every 7 days. Your plan also includes a specific number of on-demand scans which can be performed as needed. After each scan, an automated report will be sent to you via email.

Support and Training

We offer premium support with white glove service on most of our service plans. Our goal is to respond to any support requests within 24 business hours. On most plans, we also provide free user training for your entire team. Support can be reached through our industry leading In-App chat, email, telephone or one-on-one webinar screen share.

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Access to the Monsido Tool

The features and services described above can be accessed by logging in to Monsido at login.monsido.com with each user's individual login. The customer admin can control access to Monsido by creating new users, deleting users, and editing access privileges through the online interface.

Attachment: QTE 21-138 AGENDA (18529 : QTE 21-138 SaaS Web & PDF Quality Assurance; Monsido, Inc.)

Services Order Form

Customer name: Citrus County, Florida	**Contact:** Veronica Kampschroer
Address: 3600 W Soveriegn Path **Lecanto Florida 34461** United States	**Phone:** 352-527-5484
	Email: veronica.kampschroer@citrusbocc.com

Selected Service:

Web & Accessibility Compliance 500

Service Capacity: The Services Fee shall include

- ☑ Quality Assurance and On-page SEO audit
- ☑ Domain(s) scanned every **7 days** for the duration of the term
- ☑ Up to **30** domains scanned and **unlimited** authorized users
- ☑ Scanning of up to **1,500** HTML pages (and documents if document scanning is selected)
- ☑ Scanning of documents for broken links (PDFs, Word, PowerPoint, and RTF files)
- ☑ **100** on-demand scans available per month
- ☑ Customer support
- ☑ Uptime monitor response check every **5** minutes
- ☑ Policy compliance testing
- ☑ Collaboration features (Domain groups, User/Domain access, CMS integration)
- ☑ Web-analytics (**10M** page views included per year)
- ☐ Heatmaps
- ☑ HTML Accessibility checking (WCAG 2.0/2.1 - A, AA, AAA)
- ☐ PageAssist module for webpage personalization
- ☐ PageCorrect module for quickly addressing issues on-the-spot from the Monsido platform
- ☑ PDF Accessibility testing of up to **500** PDFs (WCAG 2.0) per year
- ☑ Performance testing of up to **3** HTML pages
- ☐ Data Privacy testing of HTML pages

Service fees

The service fee for this agreement, subject to the terms of Section 4 of the Terms of Service, is:

- ☒ For a 1-year Term: **USD 2,190/year**
- ☐ For a 2-year Term: **USD 1,971/year (10% discount)**
- ☐ For a 3-year Term: **USD 1,862/year (15% discount)**
- ☐ For a 4-year Term: **USD 1,862/year (15% discount)**
- ☐ For a 5-year Term: **USD 1,862/year (15% discount)**

(Please check the term length that applies)

This offer is valid through November 30, 2021.

Attachment: QTE 21-138 AGENDA (18529 : QTE 21-138 SaaS Web & PDF Quality Assurance; Monsido, Inc.)

SaaS services agreement

This **SOFTWARE AS A SERVICE AGREEMENT** ("the Agreement") is entered into on this_____day of_____, 21 , (the "Effective Date") between Monsido, Inc., a Florida corporation with a principal place of business located at 5880 Oberlin Dr. 6th Fl, San Diego, CA 92121, ("Service Provider"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms of Service and Data Protection and Privacy Policy Statement (located at https://bit.ly/3l5quOH) and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

For Customer:

Signature: _____

Print name: _____

Job Title: Board of County Commissioners Chairman

To accept this agreement, please complete and return it before November 30, 2021. Pricing and conditions may be subject to change thereafter.

Accounts Payable Information

Invoices are sent via email to the email address you provide below. Please also enter your accounts payable's name and phone number.

Name: Veronica Kampschroer

Email: veronica.kampschroer@citrusbocc.com

Phone number: 352-527-5484

Term start date: Date signed and approved by Citrus County

Customer information for use on invoice

Company name: Citrus County, Florida

Street address: 3600 W Sovereign Path, STE 266

City and State: Lecanto, Florida

Zip code: 34461

Purchase order number: (NOT required) _____

Attachment: QTE 21-138 AGENDA (18529 : QTE 21-138 SaaS Web & PDF Quality Assurance; Monsido, Inc.)

TERMS OF SERVICE

FOR REVIEWING LAWYER: MONSIDO HAS VERY STRICT REDLINING POLICIES. PLEASE DOWNLOAD OUR REDLINING GUIDE HERE: http://monsi.do/redlining-guide

SECTION I: DEFINITIONS

As used herein, the following terms shall have the following definitions:

a) References to "Customer" mean a registered User of the Services.
b) References to "Customer Website" mean those publicly-available pages of Customer's Website.
c) References to "Dispute" mean any claim, conflict, controversy, disagreement between the Parties arising out of, or related in any way to, these Terms (or any Terms, supplement or amendment contemplated by these Terms,) including, without limitation, any action in tort, contract or otherwise, at equity or at law, or any alleged breach, including, without limitation, any matter with respect to the meaning, effect, validity, performance, termination, interpretation or enforcement of these Terms or any Terms contemplated by the Terms.
d) References to "Effective Date" mean the date first set forth above.
e) References to "Material Breach" mean any breach of these Terms upon the occurrence of which a reasonable person in the position of the non-breaching Party would wish to immediately terminate these Terms because of that breach.
f) References to an "Order Form" mean an Order Form attached to these Terms of Service and signed by a Customer.
g) References to the "Services" mean any and all services offered by Service Provider, including but not limited to those Web governance and Web page crawling services provided to Service Provider's Customers and any add-on services as set forth on the Order Form.
h) References to the "Terms" and/or "Agreement," mean this, these Terms of Service as set forth herein.
i) References to "Service Provider" and/or "Monsido," mean Monsido, Inc., and its subsidiaries, parents and affiliates.
j) References to the "Web site" mean the Web sites bearing the URL http://www.monsido.com and app.monsido.com as well as any other Web site owned and/or operated by Service Provider related to the Services.

SECTION II: GENERAL PROVISIONS

2.1. About the Services. Service Provider provides an online tool suite and optional add-on services to scan the Customer's Web site once every seven (7) days, or more frequently, if requested and included in Customer's plan as set forth on the Order Form. Each scan shall produce a status report via email, which is thereafter accessible via the online dashboard available via the Web site. Via this same dashboard, Customer can also grant access to an unlimited number of permitted users within its own organization (each an "Authorized User,") to find and solve issues and make improvements related to Quality Assurance ("QA,") Search Engine Optimization ("SEO") and Web Governance. A current list of the Services provided via the tool suite can be found online at http://monsido.com/features/ and is subject to change from time-to-time, without notice, and pursuant to Service Provider's sole and exclusive discretion. Notwithstanding the foregoing, in the event that such features are downgraded, Customer shall have the option to terminate this Agreement without penalty. In addition to the tool suite, Customer may purchase additional add-on tools, including but not limited to the PageAssist software widget and the PageCorrect feature.

2.2. Reliance on the Services; Assumption of the Risk. Customer acknowledges that the Services are provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Customer acknowledges further that any reliance on the Services is at Customer's own risk.

2.3. Restrictions and Responsibilities. In addition to the other restrictions on use set forth herein, Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Service Provider or authorized within the Services); or use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party. Further, Customer may not remove or export from the United States or any other authorized territory or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, the EU embargoed countries list set forth by the E.U. Common Foreign and Security Policy, or any other United States or European Union or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Service Provider's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

2.4. Restriction on Pages and Information Scanned. The Services are intended to be used to scan only Customer's public-facing web pages. For the avoidance of doubt, in no event shall Customer utilize the Services to scan private areas of Customer's Web sites, such as those areas that are password protected or contain private information about Customer and/or its users, employees, contractors, officers, directors, and/or other agents. In the event Customer so utilizes the Services in such a manner, Customer agrees and acknowledges that Monsido shall not be held liable for any damages arising from or related to the same, including but not limited to damages that may arise related to the failure to comply with data protection rules and regulations. Customer shall utilize the Software to scan only those URLs and domains belonging to Customer and/or for which Customer has a license to operate and manage the same. In no event shall the Software be used to scan URLs and domains outside of Customer's control or otherwise in bad faith.

2.5. System Updates. The Services will include all updates and new versions of the Software for no additional price increases through the duration of the Term. In the event Service Provider releases new services, products or modules, which were not a part of Customer's original service plan, Customer may elect to add such services, products or modules to its plan upon the payment of additional fees.

2.6. Technical Support. Service Provider will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 7:00 am through 5:00 pm U.S. Pacific time, with the exclusion of U.S. Federal Holidays ("Support Hours.") Customer may initiate a helpdesk ticket during Support Hours by calling +1 858-281-2185 (United States Customer,) +44 20 3808 5496 (European Customer,) or +45 89 88 19 15 (Scandinavian Customer,) via email at info@monsido.com or via chat support available online at https://monsido.com/services/help-center. Customer may also send us a message at any time via our support ticket system on Customer's Account dashboards or via the form available at http://monsido.com/contact/. Service Provider will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day. We further provide technical support and product training as well as help center support. For more information see http://monsido.com/services/product-training/ and http://monsido.com/services/help-center/, respectively.

Attachment: QTE 21-138 AGENDA (18529 : QTE 21-138 SaaS Web & PDF Quality Assurance; Monsido, Inc.)

SECTION III: ACCOUNTS, USE OF THE SERVICES

3.1. Online Accounts. Customer shall be given the opportunity to register via an online registration form to create an account, (hereinafter Customer's "Account,") that will allow Customer and Customer's Authorized Users to receive information from Service Provider and/or to participate in certain features of the Services. Service Provider will use the information Customer provides in accordance with Service Provider's Data Protection and Privacy Policy Statement, attached hereto. Customer represents and warrants that all information Customer provides on the registration form is current, complete and accurate to the best of Customer's knowledge. Customer agrees to maintain and promptly update Customer's registration information so that it remains current, complete and accurate. During the registration process, Customer may be required to choose a password. Customer acknowledges and agrees that Service Provider may rely on this password to identify Customer. Customer is responsible for all use of Customer's Account as well as any action taken thereunder by an Authorized User, regardless of whether Customer authorized such access or use, and for ensuring that all use of Customer's Account complies fully with the provisions of these Terms of Service.

3.2. Multiple Accounts, Transfer Prohibited. Customer shall not have more than one (1) Account and shall not sell, trade or transfer that Account to any other person or entity.

3.3. Right to Monitor. Service Provider shall have the right to monitor Customer's Account in Service Provider's sole and exclusive discretion.

3.4. Customer Responsibilities. Customer shall ensure that any of Customer's Web sites are compatible with the Service Provider's tools. If Customer is using an AJAX application, the AJAX application must be designed to allow a crawler to access its content. Customer must use a current version of a major internet browser (e.g. Firefox, Chrome, Safari, Internet Explorer, Edge or some similar, well-known browser.) Regardless of the Web browser or coding language used, Customer shall ensure that the Service Provider's crawler is not blocked by any of the Customer's technology.

3.5. Data Confidentiality. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Service Provider includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Service Provider to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance or development of the Services or as otherwise permitted herein or in the Service Provider's Data Protection and Privacy Policy Statement, attached hereto) or divulge to any third person any such Proprietary Information, unless required by law. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. Customer shall own all right, title and interest in and to the Customer Data. Service Provider shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Services, Customer feedback or technical support, except for any pre-existing intellectual property rights owned by Customer and (c) all intellectual property rights related to any of the foregoing. Nothing in this provision shall be read to require Customer to provide any feedback. Notwithstanding anything to the contrary, Service Provider shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Service Provider will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Service Provider offerings. No rights or licenses are granted except as expressly set forth herein.

3.6. Service Levels. The Services shall be available Ninety-Nine Percent (99.0%) of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Service Provider's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Service Provider's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Service Provider will credit Customer Five Percent (5%) of the service fees for each period of sixty (60) or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Service Provider) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Service Provider in writing within three (3) business days from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of service fees in any one (1) calendar month in any event. Service Provider will only apply a credit to the month in which the incident occurred. Service Provider's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Service Provider to provide adequate service levels under this Agreement.

SECTION IV: FEES; TERMS OF PAYMENT; REFUNDS

4.1. Service Fee. Subject to the terms of the Order Form together with any trial offer set forth thereon, Customer must pay the service fee and any additional add-on service fee each year during the Term in advance. Payment of the first (1st) service fee shall be due and owing as set forth in Section 4.3 of this Agreement. Service Provider reserves the right to change the service fee, or any other applicable fees and charges and to institute new charges and service fees at the end of the Initial Term or then current renewal term, upon thirty (30) calendar days' prior notice to Customer (which may be sent by email).

4.2. Invoicing. All service fees as set forth herein shall be pre-paid, in full on an annual basis, (the "Billing Cycle,") as set forth on the Order Form, on the first (1st) day of the Billing Cycle, where the first (1st) day of the first (1st) Billing Cycle shall be the Effective Date set forth in the Software as a Service Agreement entered into by and between the parties. Payment shall be due and owing, in full, within thirty (30) calendar days of the Billing Date.

4.3. Form of Payment. Payment shall be made by Automated Clearing House ("ACH") or wire transfer, check, or reoccurring credit/debit card payment. A W9 form is available upon request.

4.4. Taxes. Customer is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider as a result of Customer's payment of any and all fees. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of these Terms shall be paid or withheld by Service Provider. To the extent such taxes apply to Customer, Customer is responsible for any applicable taxes, including, without limitation, any sales, use, levies, duties, or any value added or similar taxes payable with respect to Customer's subscription and assessable by any local, state, provincial, federal, or foreign jurisdiction. Unless expressly specified otherwise in the Order Form, all fees, rates, and estimates exclude sales taxes and/or any indirect taxes including, but not limited to, VAT/GST/JCT. If Monsido believes any such tax applies to Customer's subscription and Monsido has a duty to collect and remit such tax, the same may be set forth on an invoice to Customer unless Customer provides Monsido with a valid tax exemption certificate, direct pay permit, or multi-state use certificate, and shall be paid by Customer immediately or as provided in such invoice. Customer shall indemnify, defend, and hold harmless Monsido and its officers, directors, employees, shareholders, agents, partners, successors, and permitted assigns against any and all actual or threatened claims, actions, or proceedings of any taxing authority arising from or related to the failure to pay taxes owed by Customer, except to the extent that any such claims, action, or proceeding is directly caused by a failure of Monsido to remit amounts collected for such purpose from Customer. Monsido is solely responsible for taxes based upon Monsido's net income, assets, payroll, property, and employees.

4.5. Suspension of Services. In the event a balance remains unpaid by Customer thirty-one (31) calendar days following the first (1st) day of the Billing Cycle for the Fees set forth above, Customer agrees and acknowledges that the Services shall be automatically suspended, without notice, until such payments are made, in arrears. Unpaid amounts are subject to a finance charge of One-and-a-Half Percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

4.6. Refunds. Due to the electronic nature of the Services, in no event other than material breach of these Terms by Service Provider shall a refund be granted, in whole

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or in part, for any reason or no reason whatsoever, including but not limited to Customer's cancellation of the Services prior the end of the Term, Customer's failure to utilize the Services, or Service Provider's failure to meet any Service Level as set forth herein unless such failure is intentional or malicious.

4.7. County Funds: Customer's performance and obligation to pay under this agreement is contingent on an annual appropriation of funds by the Board of County Commissioners. In accordance with Section 216.347, Florida Statutes, and as provided herein, Service Provider may not expend any County funds for the purpose of lobbying Local, State or Federal Agencies. Notwithstanding the forgoing, in the event Customer has been provided a discount in exchange for a multi-year commitment, in the event of early termination for non-appropriation, Customer shall pay to Service Provider the amount of such discount as if the Term of the Agreement had been year-to-year.

SECTION V: TERM AND TERMINATION

5.1. Term and Termination; Renewals. These Terms are legally binding as of the Effective Date and shall continue for a term as set forth in the Order Form or until otherwise terminated as provided for herein. Without limiting the right of a party to terminate these Terms, a party may terminate this Agreement for convenience upon prior written notice to the other party with no fewer than thirty (30) calendar days prior written notice. Further, without limiting the right of a party to immediately terminate these Terms for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non breaching party may terminate these Terms for cause as of a date specified in such notice.

5.2. Payments upon Termination. In the event that Customer terminates use of the Services, except for County's non-appropriation of funds of Service Provider's material breach of these Terms, prior to the end of the Term, the remainder of the service fees and other fees shall immediately become due and owing and shall be paid in full no later than thirty (30) calendar days days following Customer's notice of termination. In no event shall any fees paid be refunded, in whole or in part, for any reason or no reason whatsoever, where Customer terminates use of the Services prior the end of the Term, Customer failures to utilize the Services, or Service Provider fails to meet any Service Level as set forth herein unless such failure is intentionally or malicious. Notwithstanding the forgoing, in the event of termination by Service Provider without cause, Service Provider shall refund to Customer any pre-paid fees, pro-rata, from the date of termination.

SECTION VI: DISCLAIMERS; LIMITATIONS OF LIABILITY

6.1. DISCLAIMER OF WARRANTY. Service Provider shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Service Provider or by third-party providers, or because of other causes beyond Service Provider's reasonable control, but Service Provider shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT PROVIDED THE SAME IS NOT MALICIOUS OR WILLFUL.

6.2. LIMITATION OF LIABILITY. SUBJECT TO THE LAST SENTENCE OF SECTION 6.1 ABOVE, (A) CUSTOMER AGREES THAT USE OF THE SERVICES (INCLUDING ANY RELATED SOFTWARE PRODUCT PROVIDED BY SERVICE PROVIDER PURSUANT TO THESE TERMS OF SERVICE) IS AT CUSTOMER SOLE RISK. NEITHER SERVICE PROVIDER NOR SERVICE PROVIDER'S AFFILIATES NOR ANY RESPECTIVE EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE USE OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR FREE; NOR DOES SERVICE PROVIDER MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED. (B) SUBJECT TO THE LAST SENTENCE OF SECTION 6.1, ANY DOWNLOADABLE SOFTWARE, PRODUCTS OR OTHER MATERIALS, WITHOUT LIMITATION, IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AGAINST INFRINGEMENT, PROVIDED THE SAME IS NOT MALICIOUS OR WILLFUL, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE. (C) ALTHOUGH ALL INFORMATION AND MATERIALS PROVIDED VIA THE SERVICES ARE BELIEVED TO BE RELIABLE, SERVICE PROVIDER MAKES NO REPRESENTATIONS, NEITHER EXPRESSLY NOR IMPLIEDLY, AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF THE SERVICES. (D) EXCEPT WHERE THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.2 ARE PROHIBITED BY LAW, IN NO EVENT SHALL SERVICE PROVIDER, SERVICE PROVIDER'S EMPLOYEES, SUBSIDIARIES, PARENTS, AGENTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS, VENDORS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OR MEMBERS, BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT (EXCEPT FOR INSTANCES OF SERVICE PROVIDER'S SOLE NEGLIGENCE), INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, REPUTATIONAL HARM, OR LOSS OF INFORMATION OR DATA, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES. (E) SERVICE PROVIDER DISCLAIMS ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF CUSTOMER'S CUSTOMER DATA INFORMATION EXCEPT FOR INSTANCES OF SERVICE PROVIDER'S SOLE NEGLIGENCE AS TO NON-CONFORMITY WITH INDUSTRY DATA PROTECTION STANDARDS. BY UTILIZING THE SERVICES CUSTOMER ACKNOWLEDGES AND AGREES TO SERVICE PROVIDER'S DISCLAIMER OF ANY SUCH LIABILITY. (F) EXCEPT WHERE THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.2 ARE PROHIBITED BY LAW, SERVICE PROVIDER'S LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF SERVICE PROVIDER'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO CUSTOMER OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES CUSTOMER PAYS TO SERVICE PROVIDER IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B) ONE THOUSAND U.S. DOLLARS AND NO/CENTS ($1,000.00,) WHICHEVER IS GREATER. (G) FOR THE AVOIDANCE OF DOUBT, THE FORGOING LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTY SHALL APPLY TO ANY AND ALL ADDITIONAL SOFTWARE PRODUCTS, TOOLS, OR WIDGETS ("OPTIONAL SOFTWARE PRODUCTS.") BY PURCHASING THE SAME, CUSTOMER AGREES AND ACKNOWLEDGES THAT THE MISUSE OF SUCH OPTIONAL SOFTWARE PRODUCTS MAY POSE SIGNIFICANT RISK TO CUSTOMER AND CUSTOMER'S END-USERS, AND CUSTOMER HEREBY ACCEPTS FULL LIABILITY FOR THE SAME, SUBJECT TO THIS SECTION 6.2. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN CUSTOMERS. The above limitations shall survive these Terms and inure to the benefit of Service Provider and Service Provider's employees, subsidiaries, parents, agents, partners, third-party content providers, vendors and their respective directors, officers, and members.

8.0 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 Company a certificate(s) of insurance, evidencing such coverage.

8.1 Minimum Insurance Requirements: Vendor 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 Vendor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of Company, 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 Vendor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as Company'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 a contract.

8.2 Commercial General Liability: Vendor must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 g

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8.3 Workers Compensation:

8.3.1 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.

8.3.2 For any officer of a Vendor that has exempt status as an individual, Company 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, Company does not recognize this exemption to extend to the employees of Vendor/employer/owner.

8.3.3 The purpose of this section is to ensure that all Vendors, sub-contractors, sole proprietors, or business entities of any kind who contract with Company for provision of goods or services, provide workers' compensation coverage for all employees, and principles of Vendors, sub-contractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

8.4 Cyber Liability:

8.4.1 Coverage must be afforded in an amount not less than $25,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

8.5 Other Insurance Provisions:

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

8.5.2 Vendor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co- insurance penalty, self-insured retention, or coverage exclusion or limitation

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

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

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

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

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

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

8.5.9 All required insurance policies must be written with an insurance carrier having a minimum
A.M. Best rating of A-.

8.5.10 All Certificates must show that the Vendor's policies have been endorsed per the requirements.

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

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 KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.KINCH@CITRUSBOCC.COM; PHONE: (352)527-5235

SECTION VII: GOVERNING LAW; ARBITRATION

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

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7.2. Arbitration. Intentionally omitted.

SECTION VIII: INTELLECTUAL PROPERTY

8.1. Ownership. All proprietary software, third party licensed software, software libraries, services, methodologies, techniques, algorithms, tools, materials, products, ideas, designs, and know-how used by Service Provider in providing the Services (including all reports and their copies, enhancements, modifications, revisions, and derivative works of any of the foregoing) and deliverables (whether oral or written) are, and shall remain, the sole and exclusive property of Service Provider. Nothing herein shall cause or imply any sale, license, or other transfer of proprietary rights of or in any third party software or products from Service Provider to Customer.

8.2. Grant of License by Customer. Intentionally omitted.

8.3. Grant of License by Service Provider. In consideration of the payment of the service fee, subject to the terms and conditions hereof and for the duration of the Term, Service Provider grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license to access and use the software and Services.

8.4. Restriction on Grant of License. Section 8.3, supra, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of Monsido. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only, and understands and agrees that any other use shall be considered fraud.

SECTION IX: THIRD-PARTY ADVERTISEMENTS, PROMOTIONS, AND LINKS

9.1. Use of Third-Party Tools, Services, and Products. We may provide you with access or refer you to Third-Party tools, services, and products over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to or refer you to such tools “as is” and “as available” without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional Third-Party tools, services or products. Any use by you of optional tools, products, or services offered through the Services or otherwise referred to you by us is entirely at your own risk and discretion, and you should ensure that you are familiar with and approve of the terms on which tools, services, and products are provided by the relevant Third-Party provider(s).

SECTION X: MISCELLANEOUS

10.1. Authority. Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such Party and enforceable in accordance with its Terms.

10.2. Waiver. Any waiver of a right under these Terms of Service shall only be effective if agreed or declared in writing. A delay in exercising a right or the non-exercise of a right shall not be deemed a waiver and shall not prevent a Party from exercising that right in the future. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

10.3. Force Majeure. Service Provider shall not be bound to meet any obligation if prevented from doing so as a consequence of acts of God or force majeure, including but not limited to measures taken or imposed by any government or public authority or in case of any other event beyond our control, including but not limited to natural disasters (such as storm, hurricane, fire, flood, earthquake), war, civil unrest, terrorist activities, pandemics, states of emergency, government sanctions, embargos, nationalizations, strikes and breakdowns of public utilities (such as of electricity or telecommunication services). Service Provider shall use all reasonable efforts to notify C-ustomer of the circumstances causing the delay and to resume performance as soon as possible, both without undue delay.

10.4. Assignment. Service Provider shall have the right to assign and/or transfer these Terms of Service and Service Provider's rights and obligations hereunder to any wholly-owned subsidiary, parent company, or affiliate after notifying Customer as provided for herein. Notwithstanding the forgoing, Services Provider shall not assign and/or transfer these Terms of Service and Service Provider's rights and obligations hereunder to any other third party except for as referenced above without providing thirty (30) calendar days' written notice to Customer who shall have the option to terminate the Agreement at its option. In the event Customer divests all or any part of its businesses to a third party (whether direct or indirect or by sale, merger, consolidation, or otherwise) or reorganizes its businesses, Customer may assign or duplicate its rights and obligations under this Agreement so as to retain the benefits of this Agreement for both Customer and such third party.

10.5. Rights of Third Parties. These Terms do not give any right to any Third Party unless explicitly stated herein.

10.6. Relationship of the Parties. The Parties are independent contractors under these Terms, and nothing herein shall be construed to create a partnership, joint venture or agency relationship between them. Neither Party has authority to enter into Terms of any kind in the name of the other Party.

10.7. Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

10.8. Notices. Except as explicitly stated otherwise, any notices shall be given by postal mail to the address first set forth above, as amended from time-to-time.

10.9. Entire Agreement. This Agreement, together with the Order Form, Appendices, and Software as a Service Agreement represents the complete and exclusive statement of the Agreement between the Parties as to the subject matter hereof. No other Agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the Parties concerning this Agreement. No terms added to any purchase order issued by the Customer shall have any force or effect unless expressly consented to, in signed writing, by an authorized representative of Service Provider. In the event Service Provider does so expressly consent to such PO terms, this Agreement shall control.

Additional Terms agreed by the Parties:

11.1 Public records provision. Vendor will keep and maintain public records required by Customer to perform the service. Upon request from Customer’s custodian of public records, Vendor will provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 Customer. Upon completion of the Agreement, Vendor will transfer, at no cost, to Customer all public records in possession of Vendor or keep and maintain public records required by Customer to perform the service. If Vendor transfers all public records to Customer upon completion of the Agreement, Vendor shall destroy any duplicate public records that are 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 Customer, upon request from Customer’s custodian of public records, in a format that is compatible with the information technology system of Customer. If Vendor does not comply with Customer’s request for public records, Customer shall enforce the contract provisions in accordance with the contract and may terminate the contract.

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 KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM

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11.2. E-verify. Vendor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Vendor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Vendor to perform work pursuant to this Contract. Failure to comply with this requirement will result in termination of this Agreement. Vendors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

11.3. Sovereign immunity. The parties agree that nothing in this Agreement constitutes a waiver of sovereign immunity by Customer or a waiver of the benefits afforded Customer by the provisions of Section 768.28, Florida Statutes, or any similar provision of law.

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AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; McKim & Creed, Inc
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

On August 21, 2018, the Board awarded RFQ 18-060 to McKim & Creed, 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 McKim & Creed, Inc. to prepare and submit the required FDEP Domestic Wastewater Facility Permit Applications for the Point O' Woods and Meadowcrest WasteWater Treatment Facilities at a cost of $89,620.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
9000-53100	Prof Services	$890,000	$0	$118,754	$771,246

*Available balance prior to award.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute a Work Authorization for McKim & Creed, Inc. to prepare and submit the required FDEP Permits Applications for the Citrus County Utilities.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/23/2021

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
Scott Insurance - Raleigh
2501 Blue Ridge Road
Suite 250
Raleigh NC 27607

CONTACT NAME: Toni Dyer
PHONE (A/C, No, Ext): 919.341.0746 FAX (A/C, No):
E-MAIL ADDRESS: tdyer@scottins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley Assurance Company (A+)	39462
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MCKI&CR-01
McKim & Creed, Inc.
1730 Varsity Drive
Venture IV Building, Suite 500
Raleigh NC 27606-2689

COVERAGES CERTIFICATE NUMBER: 118009614 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability & Contractor Pollution Liab			PCAB-5015353-0921	9/5/2021	9/5/2022	Each Claim/Aggregate Each Claim/Aggregate Self-Insd Retention	$5M / $10M $5M / $10M $500K / $1M

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

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: 11-9-21 WA Agenda Docs (18571 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; McKim &

Client#: 216019 20MCKIMCRE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/27/2021

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	CONTACT NAME: NC Certificate Team	
McGriff Insurance Services Post Office Box 13941 Durham, NC 27709 919 281-4500	PHONE (A/C, No, Ext): 919 281-4500	FAX (A/C, No): 8887468761
	E-MAIL ADDRESS: NCCertificateTeam@McGriff.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Continental Insurance Company	35289
INSURER C : American Casualty Co of Reading PA	20427
INSURER D : Continental Casualty Company	20443
INSURER E :	
INSURER F :	

INSURED
McKim and Creed Inc
1730 Varsity Dr Ste 500
Raleigh, NC 27606-2689

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 PRO-JECT X LOC OTHER:			7015339793	09/05/2021	09/05/2022	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			7015339776	09/05/2021	09/05/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			7015339809	09/05/2021	09/05/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	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		7015339762	09/05/2021	09/05/2022	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
D	Leased/Rented Equ			7015399847	09/05/2021	09/05/2022	$1,000,000 Limit	

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

Project RFQ 18-060
Citrus County, Florida is an additional insured for General Liability, Auto Liability and Umbrella Liability, as required by written contract. Waiver of Subrogation, where permitted by law, applies in favor of Citrus County, Florida for General Liability, Auto Liability, Workers Compensation and Umbrella Liability, as required by written contract.
(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

Robert K Stone

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Attachment: 11-9-21 WA Agenda Docs (18571 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; McKim &

Berkley Assurance Company

AMB #: 014158 **NAIC #: 39462** **FEIN #: 591993236**

Administrative Office
7233 East Butherus Drive
Scottsdale, Arizona 85260-2410
United States

Web: www.wrberkley.com
Phone: 480-951-0905
Fax: 480-281-0910
View Additional Address Information

AM Best Rating Unit: AMB #: 058496 - W. R. Berkley Corporation
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058496 - W. R. Berkley 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:	Affirmed
Effective Date:	May 27, 2021
Initial Rating Date:	June 29, 2011

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	May 27, 2021
Initial Rating Date:	June 29, 2011

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

Valley Forge Insurance Company

Attachment: 11-9-21 WA Agenda Docs (18571 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; McKim &

Attachment: 11-9-21 WA Agenda Docs (18571 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; McKim &

AMB #: 002132 **NAIC #: 20508** **FEIN #: 231620527**

Administrative Office
151 North Franklin Street
Chicago, Illinois 60606
United States

Web: www.cna.com
Phone: 312-822-5000
View Additional Address Information

AM Best Rating Unit: AMB #: 018313 - CNA Insurance Companies
Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 050177 - Loews Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	June 30, 1948

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	June 21, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

The Continental Insurance Company

AMB #: 002118 **NAIC #: 35289** **FEIN #: 135010440**

Administrative Office
151 North Franklin Street
Chicago, Illinois 60606
United States

Web: www.cna.com
Phone: 312-822-5000
View Additional Address Information

AM Best Rating Unit: AMB #: 018313 - CNA Insurance Companies
Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 050177 - Loews Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	June 21, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

American Casualty Company of Reading, Pennsylvania

AMB #: 002127 **NAIC #: 20427** **FEIN #: 230342560**

Attachment: 11-9-21 WA Agenda Docs (18571 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; McKim &

Administrative Office
151 North Franklin Street
Chicago, Illinois 60606
United States

Web: www.cna.com
Phone: 312-822-5000
Fax: 312-822-6419
View Additional Address Information

AM Best Rating Unit: AMB #: 018313 - CNA Insurance Companies
Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 050177 - Loews Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	June 21, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

Continental Casualty Company

AMB #: 002128 **NAIC #: 20443** **FEIN #: 362114545**

Attachment: 11-9-21 WA Agenda Docs (18571 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; McKim &

Domiciliary Address
151 North Franklin Street
Chicago, Illinois 60606
United States

Web: www.cna.com
Phone: 312-822-5000

AM Best Rating Unit: AMB #: 018313 - CNA Insurance Companies
Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 050177 - Loews Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 08, 2021
Initial Rating Date:	June 21, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

Attachment: 11-9-21 WA Agenda Docs (18571 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; McKim &

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: **Point O'Woods & Meadowcrest WWTF Permit Renewals**
(Two lines maximum)

DEPARTMENT / DIVISION / OFFICE: **Utilities Operating**

TECHNICAL CONTACT: **Gary Loggins**

GRANT FUNDED: **NO**

FINANCING REQUIRED: **NO**

ACCOUNT NUMBER: 9000-53100

BUDGET AMOUNT: **$ 89,620**
(Four lines maximum)

(Four lines maximum)
PLANNING/STUDY **NO**

DESIGN / CONSTRUCTION **NO**

DESCRIBE THE PROJECT; GIVE THE NAME OF CONSULTANT; AND PROVIDE QUOTED PRICE
(attach additional sheets if necessary):

The following County Domestic Wastewater Facility Permits issued by the Florida Department of Environmental Protection (FDEP) are due to expire as follows:

- POINT O' WOODS FDEP PWS ID FLA 011893 JULY 22, 2022
- MEADOWCREST FDEP PWS ID FLA 011845 JUNE 26, 2022

The permit conditions specify that an application for renewal shall be submitted no later than 180 days prior to the expiration date of this permit. As such, Citrus County has requested McKim & Creed, Inc. to provide professional engineering services to prepare and submit the required FDEP Domestic Wastewater Facility Permit Applications for each of the above facilities. In conjunction with the permit applications, a Capacity Analysis Report and an Operation and Maintenance Performance Report will also need to be completed for each facility as supporting documentation for the permit renewals.The quoted scope of services cost: $ 89,620

REQUESTOR Gary Loggins **DATE** 10-15-2021
PRINT or TYPE NAME

DIVISION DIRECTOR Gary Loggins **DATE** 10-15-2021
Required regardless of the cost

DEPARTMENT DIRECTOR Ken Cheek Digitally signed by Ken Cheek Date: 2021.10.15 11:01:30 -04'00' **DATE**
Required if cost is > $5,000

MANAGEMENT & BUDGET DIRECTOR cpcott **DATE** 10·20·2021
Required if cost is > $10,000

CHAIRMAN **DATE**
Required if cost is > $25,000

Please return Completed Form to the Purchasing Manager- OMB

Attachment: 11-9-21 WA Agenda Docs (18571 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; McKim &

SCOPE OF SERVICES

DOMESTIC WASTEWATER FACILITY PERMIT RENEWALS CITRUS COUNTY June 11, 2021

PROJECT SUMMARY

The following County Domestic Wastewater Facility Permits issued by the Florida Department of Environmental Protection (FDEP) are due to expire as follows:

• POINT O' WOODS	FDEP PWS ID FLA 011893	JULY 22, 2022
• MEADOWCREST	FDEP PWS ID FLA 011845	JUNE 26, 2022

The permit conditions specify that an application for renewal shall be submitted no later than 180 days prior to the expiration date of this permit. As such, Citrus County has requested McKim & Creed, Inc. to provide professional engineering services to prepare and submit the required FDEP Domestic Wastewater Facility Permit Applications for each of the above facilities. In conjunction with the permit applications, a Capacity Analysis Report and an Operation and Maintenance Performance Report will also need to be completed for each facility as supporting documentation for the permit renewals. This Work Authorization is an attachment to the Master Agreement RFQ 18-060 Continuing Contract for Professional Services dated August 21, 2018 which is incorporated by reference.

To complete the wastewater operation permit renewals, McKim & Creed will provide the Scope of Work detailed below:

SCOPE OF WORK

TASK 1 – POINT O' WOODS: EXPIRATION JULY 22, 2022

Task 1.1 – Project Management and Project Schedule

A. Develop project documents and filing systems for the project that will include; project set-up, project schedule, project management plan, electronic file systems, and conduct an internal kick-off meeting. Prepare and present formal project reports including project progress as per the Project Schedule each month to accompany invoices.

Attachment: 11-9-21 WA Agenda Docs (18571 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; McKim &

B. Project Kick-Off Meeting: Meet with County staff to review the project requirements, scope of work, permitting schedule, related reports, and discuss the contents and format of the reports and permit application. McKim & Creed will develop meeting minutes and distribute via e-mail to the attendees. It is anticipated that a single kick-off meeting will be attended, and one invoice will be processed for both facilities as identified in Tasks 1.1.B & 2.1.B. Kick-off meeting may be held virtually utilizing MS Teams.

Task 1.2 – Data Collection and Review

A. Obtain and review previous reports, studies, wastewater flow records, water quality data, daily monitoring reports (DMR) and other data relevant to the project for the Point O' Woods facility. Compile data to determine historical influent flows and wastewater characteristics for the Point O' Woods facility.

B. Conduct an on-site walk through of the Point O' Woods facility to observe the condition of the equipment and facilities. During the site visit, discuss with County staff the recent and ongoing wastewater treatment facilities maintenance activities and the operating performance of the facility. Following the site visit, review the County's DMR's and maintenance records for the Point O' Woods facility.

C. Meet with the FDEP staff in a pre-application meeting to review the permit renewal submittal and determine any issues FDEP may have. McKim & Creed will develop meeting minutes and distribute via e-mail to the meeting attendees and other key stake holders. It is anticipated that a single meeting will be attended for both facilities as identified in Tasks 1.2.C & 2.2.C. Pre-application meeting may be held virtually utilizing MS Teams.

Task 1.3 – Capacity Analysis Report, Operation and Maintenance Performance Report, and Permit Application

A. Prepare Capacity Analysis Report (CAR): Perform and prepare evaluations of process component hydraulic and organic capacity for the Point O' Woods facility. Develop projections of capacity for the facility based on the flow projections obtained from the County. Prepare a draft Capacity Analysis Report including the evaluations required by the FDEP for the Point O' Woods facility.

B. Prepare Operation and Maintenance (O&M) Performance Report: Prepare the field checklist for inspection of the process area for the Point O' Woods facility for inclusion in the report. Note facility improvements recommended to maintain compliance with FDEP operating requirements. Prepare a draft O&M

Attachment: 11-9-21 WA Agenda Docs (18571 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; McKim &

Performance Report for the Point O' Woods facility, including the evaluations required by the FDEP.

C. Domestic Wastewater Facility Permit: Prepare draft Domestic Wastewater Facility Permit Applications for the Point O' Woods facility:

- Form 62-620.910(1): Wastewater Facility or Activity Permit Application – General Information – Form 1
- Form 62-620.910(2): Wastewater Permit Application Form 2A for Domestic Wastewater Facilities

D. Conduct internal QA/QC review of the permits and reports for the Point O' Woods facility at the draft stage by a senior level engineer not involved with the project. Comments developed by the QA/QC procedure will be addressed prior to submittal to the County.

E. Submit a draft copy of the permit application, the CAR, and O&M Performance Report to the County for review and comment. Meet with County staff to review the draft documents prior to finalizing the permit application and reports. It is anticipated that one review meeting will be attended for Tasks 1.3.E & 2.3.E. Review meeting may be held virtually utilizing MS Teams.

F. Prepare Final Permit Application and Reports: Incorporate comments from County staff prior to finalizing the documents for submittal to the FDEP. Prepare signed and sealed documents and submit to the FDEP on behalf of the County. The County will pay the permit renewal application fees.

Task 1.4 – Permit RAI's

A. Prepare response letters to Requests for Additional Information (RAI's) received from the FDEP. For budgeting purposes, we have assumed no more than two (2) RAIs from the FDEP.

TASK 2 – MEADOWCREST: EXPIRATION JUNE 26, 2022

Task 2.1 – Project Management

A. Develop project documents and filing systems for the project that will include; project set-up, project schedule, project management plan, electronic file systems, and conduct an internal kick-off meeting. Prepare and present formal project

Attachment: 11-9-21 WA Agenda Docs (18571 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; McKim &

reports including project progress as per the Project Schedule each month to accompany invoices.

B. Project Kick-Off Meeting: Meet with County staff to review the project requirements, scope of work, permitting schedule, related reports, and discuss the contents and format of the reports and permit application. McKim & Creed will develop meeting minutes and distribute via e-mail to the attendees. It is anticipated that a single kick-off meeting will be attended, and one invoice will be processed for both facilities as identified in Tasks 1.1.B & 2.1.B. Kick-off meeting may be held virtually utilizing MS Teams.

Task 2.2 – Data Collection and Review

A. Obtain and review previous reports, studies, wastewater flow records, water quality data, daily monitoring reports (DMR) and other data relevant to the project for the Meadowcrest facility. Compile data to determine historical influent flows and wastewater characteristics for the Meadowcrest facility.

B. Conduct an on-site walk through of the Meadowcrest facility to observe the condition of the equipment and facilities. During the site visit, discuss with County staff the recent and ongoing wastewater treatment facilities maintenance activities and the operating performance of the facility. Following the site visit, review the County's DMR's and maintenance records for the Meadowcrest facility.

C. Meet with the FDEP staff in a pre-application meeting to review the permit renewal submittal and determine any issues FDEP may have. McKim & Creed will develop meeting minutes and distribute via e-mail to the meeting attendees and other key stake holders. It is anticipated that a single meeting will be attended for both facilities as identified in Tasks 1.2.C & 2.2C. Pre-application meeting may be held virtually utilizing MS Teams.

Task 2.3 – Capacity Analysis Report, O&M Performance Report and Permit Application

A. Prepare CAR: Perform and prepare evaluations of process component hydraulic and organic capacity for the Meadowcrest facility. Develop projections of capacity for the facility based on the flow projections obtained from the County. Prepare a draft CAR including the evaluations required by the FDEP for the Meadowcrest facility.

Attachment: 11-9-21 WA Agenda Docs (18571 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; McKim &

B. Prepare O&M Performance Report: Prepare the field checklist for inspection of the process area for the Meadowcrest facility for inclusion in the report. Note facility improvements recommended to maintain compliance with FDEP operating requirements. Prepare a draft O&M Performance Report for the Meadowcrest facility, including the evaluations required by the FDEP.

C. Domestic Wastewater Facility Permit: Prepare draft Domestic Wastewater Facility Permit Application for the Meadowcrest facility.

- Form 62-620.910(1): Wastewater Facility or Activity Permit Application – General Information – Form 1
- Form 62-620.910(2): Wastewater Permit Application Form 2A for Domestic Wastewater Facilities

D. Conduct internal QA/QC review of the permits and reports for the Meadowcrest facility at the draft stage by a senior level engineer not involved with the project. Comments developed by the QA/QC procedure will be addressed prior to submittal to the County.

E. Submit a copy of the draft permit application, the CAR and O&M Performance Report to the County for review and comment. Meet with County staff to review the draft documents prior to finalizing the permit application and reports. It is anticipated that one review meeting will be attended for Tasks 1.3.E & 2.3.E. Review meeting may be held virtually utilizing MS Teams.

F. Prepare Final Permit Application and Reports: Incorporate comments from County staff prior to finalizing the documents for submittal to the FDEP. Prepare signed and sealed documents and submit to the FDEP as part of the permit renewal on behalf of the County. The County will pay the permit renewal application fees.

Task 2.4 – Permit RAI's

A. Prepare response letters to Requests for Additional Information (RAI's) received from the FDEP. For budgeting purposes, we have assumed no more than two (2) RAIs from the FDEP.

Attachment: 11-9-21 WA Agenda Docs (18571 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; McKim &

COUNTY STAFF ASSISTANCE

The County will provide assistance to the Project Team in order to complete the project on a timely basis. The following is a list of items requested from the County on each of the two facilities:

1. Provide a copy of the current permit.
2. Provide Record Drawings for any improvements over the last 10 years.
3. Provide copies of the current Wastewater Facility's Operating Protocol.
4. Provide monthly Discharge Monitoring Reports with flow and water quality parameters for the last ten (10) years.
5. Provide water quality data for monitoring wells over the last ten (10) years.
6. Provide current population data in the Meadowcreast and Point O' Woods service area.
7. Pay the permit renewal application fees.

DELIVERABLES ON EACH OF THE TWO FACILITIES

1.	Draft Capacity Analysis Report and O&M Performance Reports	3 copies
2.	Draft FDEP Permit Applications	3 copies
3.	Electronic copy of Draft Permit Application and Supporting Documents	1 copy
4.	Final Capacity Analysis Report and O&M Performance Reports	3 copies
5.	Final FDEP Permit Applications	3 copies
6.	Electronic copy of Final Permit Application and Supporting Documents	1 copy

KEY PROJECT TEAM MEMBERS

Engineering Director (QA/QC)	Joseph Viciere, PE
Senior Project Manager	David Wehner, PE
Project Engineer	Vivian Hong, PE
Designer	Cathy Walker
Administration Assistant	Brooke Trautman

ENGINEER'S COMPENSATION

For the above Scope of Services, the County will compensate the Engineer on a lump sum basis. Compensation to the Engineer for rendering the above identified services and products shall not exceed the following:

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TASK 1 – POINT O' WOODS; EXPIRATION JUNE 22, 2022

Task 1.1 – Project Management	$ 2,720.00
Task 1.2 – Data Collection and Review	$ 8,990.00
Task 1.3 – Permit & Report Preparation	$25,900.00
Task 1.4 – Permit RAI's	$ 2,380.00
Subtotal TASK 1	$39,990.00

TASK 2 – MEADOWCREST; EXPIRATION JULY 26, 2022

Task 2.1 – Project Management	$ 2,720.00
Task 2.2 – Data Collection and Review	$12,990.00
Task 2.3 – Permit & Report Preparation	$29,990.00
Task 2.4 – Permit RAI's	$ 3,930.00
Subtotal TASK 2	$49,630.00

TOTAL TASK 1 – TASK 2 ..... $89,620.00

Partial compensation will be requested on a monthly basis based on the percentage of the task completed.

SCHEDULE

The above scope of work will be completed within the schedule shown below to meet the FDEP stipulation that the permit applications are to be submitted 180 days prior to the permit expiration date. For Meadowcrest, this date is 12/28/21 and for Point O' Woods, this date is 1/23/22. The below schedule assumes the work order will be approved prior to August 1, 2021.

Items	Weeks Following Notice to Proceed
Kick-Off Meeting	2
Site Visits	3
Data Collection	6
Draft Permit Application, CAR and O&M Reports	14
Review Meeting	16
Submit Final Permit Application to FDEP	18
Respond to RAIs	As-Needed

Attachment: 11-9-21 WA Agenda Docs (18571 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; McKim &

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	SGS 22-020 Medical Services at County's Employee Wellness Clinic; Crowne Consulting Group
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

On June 28, 2011, Board approved the award of RFP 034-10 to open an onsite employee medical Wellness Center with CareHere, LLC/CareHere Crown, LLC.

On September 27, 2016, the Board approved waiving the formal bidding and allowing staff to negotiate an agreement with CareHere, LLC/CareHere Crown, LLC to continue to provide staff and service at the Employee Wellness Center.

On August 21, 2018, Board approved the Assignment of Agreement to Crowne Consulting Group, Inc.

The success of the onsite medical center rests in large part with the provider. We have had great success with our medical staff and the employees are satisfied. The employees have developed a great relationship with the medical staff and that is paramount to a successful clinic. The current medical staff is certified to perform our Drug Fee Workplace testing; CDL Drug and Alcohol testing; Worker's Compensation medical evaluations as our Employee Wellness Center provider.

Staff published an advertisement on our County website according to the Administrative Regulation procedures in 9.14-4 Single-Source Purchases.

Staff desires to utilize the Single Source Administrative Regulation, continue services and award an Agreement with Crowne Consulting Group, Inc., as the provider for the County's Onsite Employee Wellness Center.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

a. Approve and authorize the Department of Human Resources to use the services of Crowne Consulting Group, Inc., according to AR 9.14-4 "Single Source Purchase" procurement procedures.

b. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Crowne Consulting Group, Inc., as the provider for the County Employee Wellness Center.

c. Approve and execute Resolution authorizing the Chairman or First (1st) Vice Chairman to execute Agreement with Crowne Consulting Group, Inc and any additional documents, after review by the County Attorney without having to bring the documents before the Board.

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

Crowne Consulting Group, Inc. (Contractor).

2.0 Designated Contact Person as to County:
June Randall, Director of Human Resources
Department of Human Resources
3600 W. Sovereign Path, Suite 178
Lecanto, Florida 34461
Phone: 352-527-5370
Fax: 352-527-5372
Email: june.randall@citrusbocc.com

3.0 Designated Contact Person as to Contractor:
Ray Tomlinson, Member
Crowne Consulting Group, Inc.
2710 Rew Circle, Suite 200
Ocoee, Florida 34761
Phone: 407-654-5414
Fax: 407-654-9614
Email: rtomlinson@crowneinc.com

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

5.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County **(hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and** disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Purchase Order, and (4) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:
1. Exhibit A – Scope of Services

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of five (5) years from the date that the Parties have executed the Agreement, with an option to renew for one (1) additional, five (5) year period. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and 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: SGS 22-020 Agreement Signed (18566 : SGS 22-020 Medical Services at County's Employee Wellness Clinic; Crowne Consulting

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 $23.00 per employee/retiree (covered by the group health plan) per month. Additional fees for Medical Professional and the other services may be submitted by monthly invoice to County as set forth in Section 10.1.

10.1 Additional Fees: In advance of the first day of each month, Contractor shall submit an amount equal to the sum of the estimate of that month's medical expenditures and an adjustment from prior month's actual expenditures for Medical Professional and Medical Assistant payroll-related rates, medical supplies, equipment, and other items that may be required by Contractor or the Medical Professional to provide adequate Medical Services under this Agreement. County shall be responsible to pay Contractor such amount invoiced no later than 45 days immediately following the receipt of the Contractor invoice. Upon request, Contractor or the Medical Professional shall make supporting documentation for expenditures available.

10.2 If expanded Occupational/Workers Compensation services are desired beyond those listed in Exhibit A, then County shall pay to Contractor the yet to be quoted amount agreed upon by Contractor and County per Exhibit A.

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.

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Upon receipt of a payment request that corrects the deficiency, County shall make payment in **accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".**

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to 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 Contractor for such emergency requests.

11.6 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 sub-contractor or supplier in proportion to the percentage of the Services completed by each sub-contractor 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 sub-contractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-contractor receives payment from Contractor for labor, services or materials furnished by sub-contractors or suppliers hired by the sub-contractor, the sub-contractor must remit payment due to those sub-contractors or suppliers within seven (7) business days after the sub-contractor's receipt of payment from Contractor.

11.7 ACH Enrollment: All Contractor**'s 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 Public Records: Contractor will keep and maintain public records required by County to perform the service. Upon request from County**'s custodian of public records,** Contractor 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. 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 County. Upon completion of the Agreement, Contractor will transfer, at no cost, to 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 County, upon request from County**'s custodian of public records,** in a format that is compatible with the information technology system of County. If Contractor 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.

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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.

13.0 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.

13.1 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, its 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, are** not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this contract.

13.2 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.

13.3 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.

13.4 Workers Compensation and County's Liability:

13.4.1 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. County'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.

13.4.2 For any officer of a Contractor that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Contractor/County**/owner's employees. If** Contractor/County/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Contractor/County/owner.

13.4.3 The purpose of this section is to ensure that all Contractor**'s, sub**-contractors, 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** Contractor**'s, sub**-contractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

13.5 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, $3,000,000 policy aggregate.

13.6 Other Insurance Provisions:

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13.6.1 Contractor 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.

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

13.6.3 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.

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

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

13.6.6 For all policies of insurance: Contractor, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. 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.

13.6.7 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.

13.6.8 It is Contractor's responsibility to ensure 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-consultant. All coverages for sub-contractors shall be subject to all of the requirements stated herein.

13.6.9 All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

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

13.6.11 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 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

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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.

14.0 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.

15.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party ninety (90) 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.

16.0 Provision of Physician or Physician Extenders:

16.1 Provision of Medical Professional: Provision of Medical Professional: Contractor shall furnish a physician(s) or Physician Extenders (Nurse Practitioner(s) or Physician Assistant(s)) (hereafter collectively referred as "Medical Professional"), and/or nurses and/or medical assistants ("Medical Assistant") to provide the Medical Services (as defined herein) at the selected site of County to the employees of the County and/or the dependents thereof. Contractor is not committing to furnish a particular person as the Medical Professional/Medical Assistant and, at any time and from time to time, Contractor may change the Medical Professional/Medical Assistant. County shall have the opportunity to meet and greet all final Medical Professional candidates identified by Contractor. County may request Contractor to remove a Medical Professional upon written notice after warnings for behavior or professional concerns. Said notice shall specify the time by which the Medical Professional shall be removed in accordance with agreement provisions between Contractor and Medical Professional.

16.2 Standards of Medical Professional Performance: Contractor shall contract with the Medical Professional such that the Medical Professional is obligated to perform or deliver the following, supported by a Medical Assistant under the Medical Professional 's direction and control:

16.2.1 The Medical Professional shall determine his or her own means and methods of providing Medical Services in connection with this Agreement.

16.2.2 The Medical Professional shall comply with all applicable laws and regulations with respect to the licensing and the regulation of physicians and shall ensure that the Medical Assistant does the same with respect to the licensing and regulation of nurses.

16.2.3 The Medical Professional and Medical Assistant shall provide the Medical Services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with Medical Services provided in the community.

16.2.4 The Medical Professional shall maintain, during the term of this Agreement, Appropriate Credentials including:

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16.2.4 (a) Aduly issued and active license to practice medicine and prescribe medication in the State of Florida, and

16.2.4 (b) A good standing with his or her profession and state professional association, and

16.2.4 (c) The absence of any license restriction, revocation, or suspension, and

16.2.4 (d) The absence of any involuntary restriction placed on his or her federal DEA registration, and

16.2.4 (e) The absence of any conviction of a felony.

16.2.5 In the event that any Medical Professional (1) has his or her license to practice medicine or prescribe medication restricted, revoked or suspended, (2) has an involuntary restriction placed on his or her federal DEA registration, (3) is convicted of a felony, or (4) is no longer in good standing with his or her professional or state licensing authority, Contractor shall promptly remove that Medical Professional and replace such Medical Professional with another Medical Professional that meets the requirements of Section 16.2.4. Contractor shall remove and promptly replace any Medical Assistant or other Health Professional (as defined in Section 16.7) who has his or her professional license restricted, revoked, or suspended, is convicted of a felony, or is no longer in good standing with his or her professional or state licensing authority.

16.2.6 Contractor shall ensure that any Medical Assistant or other Health Professional complies with the requirements of this Section 16.2 with respect to performance, licensing, certification, and good standing, as applicable, except as otherwise provided in Section 13.0 with respect to medical doctor interns and residents. Contractor shall require the Medical Professional to notify Contractor immediately in the event the Medical Professional learns of the possibility that any of the events specified in Section 16.2.4 and 16.2.5 may occur with respect to the Medical Professional, any Medical Assistant or any other Health Professional, and Contractor shall immediately notify County of such notification, so that County can determine whether or not to exercise its right to request removal of the Medical Professional pursuant to Section 16.1.

16.3 Scheduling of Services: Contractor shall contract with the Medical Professional/Medical Assistant for the Medical Professional to provide the Medical Services at a location(s) and schedule agreeable with County.

16.4 Place of Services: County shall provide the Medical Professional adequate facilities for medical services located at such selected site of County, which shall be reasonably satisfactory, in the judgment of Contractor and the Medical Professional, for the provision of the Medical Services.

16.5 Equipment and Supplies: Reorders for any single item up to $2,500 for clinic restocking may be done without pre-approval of County, but Contractor shall request via written correspondence, at any time and from time to time, additional equipment and supplies which Contractor and the Medical Professional reasonably requires in connection with the provisions of the Medical Services and the date by which such equipment and such supplies are required. County shall approve the acquisition of such additional equipment and supplies by such date, provided the request is reasonable.

16.6 Responsibilities of Parties: County and Contractor are independent contractors. The Medical Professional shall be solely responsible for his or her actions and /or omissions and the actions and/or the omissions of any agent or any employee used by him or her (including without limitation any Medical Assistant or other Health Professional) in connection with providing the Medical Services contemplated by this Agreement. Neither County nor Contractor shall have any control or involvement in the independent exercise of medical judgment by the Medical Professional and/or any Medical Assistant or other Health Professional, and neither County nor

Attachment: SGS 22-020 Agreement Signed (18566 : SGS 22-020 Medical Services at County's Employee Wellness Clinic; Crowne Consulting

Contractor shall incur any liability for the actions or the omissions of the Medical Professional and/or any agent or any employee used by the Medical Professional (including without limitation any Medical Assistant or other Health Professional) in connection with this Agreement. Contractor agrees to indemnify and hold harmless County from and against any cost, damage, expense, loss, liability, or obligation of any kind, including, without limitation, reasonable attorneys fees, which County may incur in connection with Contractor's furnishing of Medical Professionals, Medical Assistants or other Health Professionals, or with the medical services provided by them, under this Agreement. However, such indemnification by Contractor shall not be construed to mean malpractice insurance in any manner. Said indemnity obligation shall be supported by appropriate liability insurance with minimum limits required by County as set forth in Section 14 of this Agreement.

16.7 Other Licensed Health Professionals: The County agrees and acknowledges that Medical Professional may from time to time have other Health Professionals, as defined within the next sentence, assist the Medical Professional and/or replace the Medical Professional during his or her regularly scheduled time at County's place of business in the event of an emergency at the hospital or at the Medical Professional's office (provided, however, that Contractor will require the Medical Professional to ensure that the services provided by replacement individuals do not exceed the scope of their professional training and licensure). "Health Professional" shall mean a duly licensed nurse, medical doctor, nurse practitioner and licensed physician's assistant. Section 16.6 shall apply in the same manner to the Health Professional as such section applies to the Medical Professional. Contractor shall also ensure, or require the Medical Professional to ensure, that all Health Professionals who provide services hereunder have insurance coverage consistent with the requirements of Section 13.0. From time to time the Medical Professional, upon consent of an employee of County and/or spouse or dependent of the employee, may have medical doctors that are interns or residents associated with one of the medical schools in the State observe and assist the Medical Professional for educational and teaching purposes under the Medical Professional's direct supervision. The same level of professional standards as set forth in Section 17.2 shall apply as well to Health Professionals other than medical doctor interns and residents working under the direct supervision of the Medical Professional.

16.8 Billing: Contractor shall contract with the Medical Professional that the Medical Professional shall not bill or otherwise solicit payment from employees of County and/or their dependents, or County or from County Benefit Plan Trust for the Medical Services provided by the Medical Professional.

16.9 Medical Records: Contractor shall contract with the Medical Professional for the Medical Professional to maintain medical records with respect to all of the patients, all of which medical records shall be maintained in a professional manner consistent with the accepted practice of the community in which the Medical Professional provides the Medical Services in connection with this Agreement. Contractor shall also require the Medical Professional comply with the HIPAA and state privacy standards. All patient records maintained by the Medical Professional in connection with this Agreement shall be the sole property of the Medical Professional and Contractor. In the event medical records require transfer of ownership (e.g., termination, transfer, assignment of Agreement), Contractor shall represent the designated records owner.

County understands and agrees that all of the medical records and other protected health information maintained by the Medical Professional will be held by the Medical Professional and Contractor in accordance with state and federal law and that the County will not be entitled to have access to the medical records maintained by the Medical Professional, in the absence of an appropriate written authorization from the patient/employee.

To ensure compliance with the above, Contractor and/or the Medical Professional shall develop and implement policies, standards, and procedures to protect the confidentiality and security of the medical records and ensure that Medical Assistants and other employees are trained in these policies, standards, and procedures.

Attachment: SGS 22-020 Agreement Signed (18566 : SGS 22-020 Medical Services at County's Employee Wellness Clinic; Crowne Consulting

16.10 Reports: Contractor shall provide to the County within 60 days following each 12-month period of operations, and more frequently as deemed appropriate by Contractor and County, a written report with respect to the provision by the Medical Professional of the Medical Services during the immediately preceding quarter. The written report shall be in form reasonably satisfactory to County and Contractor, and it is contemplated that the written report will report (a) the number of employees and dependents treated by the Medical Professional during such immediately preceding year, (b) the number of employees for whom work-related treatments were provided and (c) the number of employees for whom primary care services were provided. Weekly utilization reports will be provided electronically that will report visit utilization and other relevant items. There will be additional reports available online that can be run on demand (see Scope of Services, Exhibit A).

16.11 Noncompliance by the Medical Professional: In the event that County becomes aware of any failure by the Medical Professional to comply with the obligations of the Medical Professional which are contemplated by this Agreement, County shall immediately provide written notice to Contractor of such failure, which written notice shall describe the failure in reasonable detail, and Contractor shall use its best efforts to address such failure. In the alternative, Contractor may arrange for the substitution of another person as the Medical Professional. As provided in Section 20.1, County shall have the right to require the immediate removal of the Medical Professional by Contractor.

17.0 Additional Terms and Conditions:

17.1 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.

17.2 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.

17.3 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 sub-contractors who are involved in the provision of the Services under this Agreement.

17.4 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression **or veteran's status.** Violation of such laws shall be grounds for termination of the Agreement.

17.5 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 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 Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee

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of Contractor or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its sub-contractors 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."*

17.6 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.

17.8 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.

17.9 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.

17.10 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).

17.11 Employees, Sub-contractors and Agents: All Contractor employees, sub-contractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, sub-contractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, sub-contractor, and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-**compliance with County's security** or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor**'s employees,** sub-contractors, or agents. County shall have the right to review and approve any sub-contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its sub-contractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

17.12 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

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proposed sub-contractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring sub-contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-contractors is NOT allowed.

17.13 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including sub-contractors, assigned by Contractor to perform work pursuant to this Contract. Contractor's meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

17.14 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.

17.15 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.

17.16 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of 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.

17.17 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.

17.18 Lawful Claims and Demands: Should any outstanding claims by sub-contractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and

Attachment: SGS 22-020 Agreement Signed (18566 : SGS 22-020 Medical Services at County's Employee Wellness Clinic; Crowne Consulting

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 its sureties from any obligations under the Agreement.

17.19 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.

17.20 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 sub-contractors and has not provided a response for the benefit of another Contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

17.21 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its sub-contractors, during the provision of the Services. Contractor will be responsible for initiating, maintaining, and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

17.22 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.

17.23 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.

17.24 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.

17.25 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 County of any other or further exercise thereof or the exercise of any other right.

18.0 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. *THIS SECTION OF PAGE INTENTIONALLY LEFT BLANK*

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

Attachment: SGS 22-020 Agreement Signed (18566 : SGS 22-020 Medical Services at County's Employee Wellness Clinic; Crowne Consulting

CROWNE CONSULTING GROUP, INC.

Signature of Witness (1)

Brian Branham
Printed Name of Witness (1)

Signature of Witness (2)

JASON A. TOMLINSON
Printed Name of Witness (2)

BY: _____
RAY TOMLINSON, MEMBER

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 27 day of October, 2021, by Ray Tomlinson as Contractor who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 27 day of October, 2021.

Official use only

ATTEST

ANGELA VICK, CLERK

Jennifer Edwards
NOTARY PUBLIC Signature
Printed Name: Jennifer Edwards
Commission No.: GG 267067
Expiration Date: October 15, 2022

SEAL

JENNIFER EDWARDS
Notary Public - State of Florida
Commission # GG 267067
My Comm. Expires Oct 15, 2022
Bonded through National Notary Assn.

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

BY: _____
CHAIRMAN

DATE: _____

Attachment: SGS 22-020 Agreement Signed (18566 : SGS 22-020 Medical Services at County's Employee Wellness Clinic; Crowne Consulting

EXHIBIT A

"SCOPE OF SERVICES"

Medical Services include but are not limited to the following:

- Chronic illness evaluation, treatment and management o Diabetes
  - o High Cholesterol o Hypertension
- Acute Conditions
  - o Sore throats/ears/headache
  - o Cough, Sinus
  - o Strains/sprains/musculoskeletal problems o Acute urinary complaints
- Lab testing
- Medication dispensements
- Occupational Conditions
  - o OJI/Work-related injuries that are up to first report of injury or triage level services.
  - o Minor surgical procedures, such as sutures for laceration treatment
- Employment Related Activities
  - o Pre-employment and routine physicals o Pre-employment drug testing
- Personal hygiene related problems
- Ordinary and routine care of the nature of a visit to the doctor's office

Long Term Prevention Programs Included

- LabInsight Health Risk Assessment with comprehensive blood draw analysis
- Aggregate data analysis from your employee population that allows us to develop just the right programs for you Pharmaceutical Program Management
- tailored to your specific population
- Physician/Nurse "Reach Out" Program to touch the people with the highest health risks.
- Population Health Management programs targeted for the greatest impact (Obesity, diabetes, high blood pressure, etc.)
- Disease/Case Management- we proactively assign a "coach" to help those employees with the greatest need
- Self Care Education Tools and Manual online and in print form
- Comprehensive Health Education Training
- Physician Health Seminars
- Population Promotions

Program Enablers and Infrastructure Included

- 800 Customer Support
- 24 x 7 Online Scheduling Systems
- Online Medical Management & Tracking System
- Clinic Best Practices Sharing
- Clinic Inventory Management (supplies, medications, etc.)
- Physician Recruiting

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- Medical Assistant Recruiting
- Physician Management
- Medical Assistant Management
- Analysis, Trends, Reporting (i.e., weekly and monthly utilization reports; see Section 1.01) & Survey Results

"SCOPE OF OCCUPATIONAL/WORK COMPENSATION HEALTH SERVICES"

The following services are provided in addition to the "Primary Care Medical Services." Employer agrees that CareHere will quote these services separately from "Primary Care Medical Services" and are provided at an additional cost.

Treatment of all OJI/work related Job injuries beyond First Report of Injury/Triage-Level.

If selected as provider from the panel (if required), treat acute and chronic work related injuries. If outside physician is selected, coordinate and monitor process.

Medical Surveillance

- **Hearing-** Administration and performance of audiometric exam, STS review, work relationship determination and report/documentation, including employee notification letters.

- **Respiratory** - Administer all medical elements of respiratory protection program including spirometry testing/PFT for employees required to wear a respirator.

- **Mobile Equipment Exams** - Conduct medical history review, vision testing, and medical exam for employees required to operate mobile equipment; fork truck physicals.

- **Drug Screen/Alcohol**- Collect pre-employment hair testing samples; urine for random and reasonable suspicion; breathalyzer for alcohol. Administer random selection program and post rehabilitation random testing. Provide MRO and reporting services.

Exams

- **Pre Employment**-Coordinating functional capacity testing, medical history, audiometric testing, biometrics, etc.

- **Ergos** - Assist with fitness evaluations using on-site evaluation equipment if available

- **Fitness for Duty** - Conduct fitness for duty exams for both work related cases and for employees returning from personal medical leave.

- **FCE** - Contract with physical therapy vendor to conduct FCE's as requested by a treating physician.

- **DOT/COL** exams

Attachment: SGS 22-020 Agreement Signed (18566 : SGS 22-020 Medical Services at County's Employee Wellness Clinic; Crowne Consulting

Coordinate IME/FFD Program

Make medically sound recommendations to have employees independently evaluated for overall fitness for duty.

Employee Medical Management

Conduct meetings with employees who have had numerous medical concerns

On-Site Case Management Services

Shall include the following:

- Assist in identifying work related injuries
- Evaluate, Treat, Monitor and Manage work-related injuries
- Promptly refer to specialist as needed for consultative diagnosis, treatment and/or prognosis of an injury or disease
- Expedite tracking and receiving reports from outside medical appointments
- Monitor and gate keep current workers comp cases
- Assist in the development of a Managed Care Referral Network for work compensation cases, if requested
- Maintain close communication with Workers Comp TPA
- Facilitate, from a medical perspective, in the settlement or closing of any workers compensation cases

Laboratory Services

Per physician order or for screening programs.

Inoculation and Foreign Travel

Provide and Administer inoculations and prescriptions for foreign travel and work place exposures as requested and approved by the Employer.

Physician Panel

Participate in the selection/removal of community physicians for our panel. Also maintain the panel documentation, if applicable.

Outside Physician Interface

Interact with physicians regarding any medical issues of concern; Contract with Physical Therapy Company for on-site services.

EAP Interface

Providers recommend and assist employees in voluntary or management in mandatory referrals as appropriate

Attachment: SGS 22-020 Agreement Signed (18566 : SGS 22-020 Medical Services at County's Employee Wellness Clinic; Crowne Consulting

Governmental Regulations and Compliance

Ensure compliance with all applicable medical and government regulations for CLIA, OSHA, DOT, and Bloodborne Pathogen training.

Job Reviews

Conduct medical job reviews as needed to assist in making record ability decisions

Team Work-Place Evaluations

Participate on a tean1 that conducts daily workplace reviews to identify safety and/or ergonomic risk factors

Medical Information System Training/Upkeep

Maintain a real time system of case tracking and documentation

Assist in and/or the Management of OSHA 300 and 301 recordkeeping

Attachment: SGS 22-020 Agreement Signed (18566 : SGS 22-020 Medical Services at County's Employee Wellness Clinic; Crowne Consulting

RESOLUTION NO. 2021-

A RESOLUTION AUTHORIZING THE EXECUTION OF THE SERVICES AGREEMENT WITH MEDICAL SERVICES AT THE COUNTY EMPLOYEE WELLNESS CLINIC AND AUTHORIZING THE SIGNATORIES FOR SUCH INSTRUMENTS.

WHEREAS, the Citrus County Board of County Commissioners, the Governing Board of Citrus County, Florida, a political subdivision of the State of Florida, a unit of general-purpose government duly authorized to conduct business under Chapter 125, Florida Statutes, has determined that it is in the best interest of the population of Citrus County, which it serves, to contract with Crowne Consulting Group, Inc. to provide services for the County Employee Wellness Clinic; and

WHEREAS, the Governing Board's staff has read or reviewed or will read and review the Agreement and is familiar with the matters contained therein, and the Board is able to represent that the contractual duties that are to be undertaken are within their scope, purpose and capacity; 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 agreement.

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 with Crowne Consulting Group, Inc. together with all documents required thereby or contained therein.

2. The Chairman or 1st Vice Chairman, respectively, is authorized to execute any Business Associate Agreement required by law.

ADOPTED**,** in regular session this _____ day of _____2021, by the Citrus County Board of County Commissioners.

ATTEST:

CITRUS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

ANGELA VICK, CLERK

CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY:

DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: SGS 22-020 Resolution (18566 : SGS 22-020 Medical Services at County's Employee Wellness Clinic; Crowne Consulting Group)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
10/27/2021

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
The Hilb Group of Florida, LLC - Orlando
5850 TG Lee Blvd., Suite 340
Orlando FL 32822

CONTACT NAME:
PHONE (A/C, No, Ext): 4078593691 **FAX (A/C, No):** 407-857-0409
E-MAIL ADDRESS: insurance@hilbgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Landmark American Insurance Company	33138
INSURER C : Employers Assurance Company	25402
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CROWGRO-01
The Crowne Group, Inc.
2710 Rew Circle, Ste. 200
Ocoee FL 34761

COVERAGES **CERTIFICATE NUMBER:** 624152053 **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:	Y	Y	2084560672	12/19/2020	12/19/2021	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 $ $ 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			2084560672	12/19/2020	12/19/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			2095613813	12/19/2020	12/19/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EIG296912801	1/1/2021	1/1/2022	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
B	Professional Liability			LHR786148	12/4/2020	12/4/2021	Each claim/aggregate	1000000/2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured with respects to General Liability and Auto per attached forms if required by written contract. Waiver of Subrogation applies with regard to General Liability and Workers Compensation.

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: SGS 22-020 COI Exp 12-4-21 (18566 : SGS 22-020 Medical Services at County's Employee Wellness Clinic; Crowne Consulting

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BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, but only with respect to "**bodily injury**" or "**property damage**" arising out of "**your products**" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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h. "**Bodily injury**" or "**property damage**" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "**written contract**;"

b. Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. **Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. **Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" as co-owner of such premises.

c. **Grantor of Franchise**

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.

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d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "bodily injury" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "**Bodily injury**", "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

(2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

(b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The "**bodily injury**" or "**property damage**;" or

(b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

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b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

Attachment: SGS 22-020 COI Exp 12-4-21 (18566 : SGS 22-020 Medical Services at County's Employee Wellness Clinic; Crowne Consulting

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3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

   The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

   a. $1,000,000; or

   b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

   h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

   (1) Not done intentionally by or at the direction of:

   (a) The insured; or

   (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

   (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

   (15) Discrimination Relating to Room, Dwelling or Premises

   Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

   (16) Employment Related Discrimination

   Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

   (17) Fines or Penalties

   Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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POLICY NUMBER
B 2084560672

INSURED NAME AND ADDRESS
CROWNE HOLDING GROUP, INC.
2710 REW CIRCLE, STE. 200

OCOEE, FL 34761

POLICY CHANGES
ENDORSEMENT EFFECTIVE 07/20/2018

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

It is agreed that the Waiver of Subrogation has been added in favor of the following name(s):

Form #: SB300022C Title: WAIVER OF SUBROGATION

Name: CITRUS COUNTY, FLORIDA

Form #: Title:

Name:

Chairman of the Board

Secretary

G-56015-B (ED. 11/91)

Attachment: SGS 22-020 COI Exp 12-4-21 (18566 : SGS 22-020 Medical Services at County's Employee Wellness Clinic; Crowne Consulting

CNA

SB300022C
(Ed. 6-16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

SCHEDULE

Name Of Person Or Organization:
CITRUS COUNTY, FLORIDA
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

We waive any right of recovery we may have against:

1. Any person or organization shown above or in the Declarations; or
2. Any person or organization with which you have a written contract that requires such a waiver, provided the contract was executed prior to the loss.

All other terms and conditions of the Policy remain unchanged.

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Attachment: SGS 22-020 COI Exp 12-4-21 (18566 : SGS 22-020 Medical Services at County's Employee Wellness Clinic; Crowne Consulting

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Continental Casualty Company

AMB #: 002128 **NAIC #: 20443** **FEIN #: 362114545**

Domiciliary Address
151 North Franklin Street
Chicago, Illinois 60606
United States

Web: www.cna.com
Phone: 312-822-5000

AM Best Rating Unit: AMB #: 018313 - CNA Insurance Companies
Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 050177 - Loews Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category): A (Excellent)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: July 08, 2021
Initial Rating Date: June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category): a+ (Excellent)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: July 08, 2021
Initial Rating Date: June 21, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Landmark American Insurance Company

AMB #: 012619 **NAIC #: 33138** **FEIN #: 730994137**

Attachment: SGS 22-020 AMBEST (18566 : SGS 22-020 Medical Services at County's Employee Wellness Clinic; Crowne Consulting Group)

Administrative Office
945 East Paces Ferry Road Suite 1800
Atlanta, Georgia 30326-1160
United States

Web: www.rsui.com
Phone: 404-231-2366
Fax: 404-231-3755
View Additional Address Information

AM Best Rating Unit: AMB #: 018621 - RSUI Group
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058309 - Alleghany 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:	Affirmed
Effective Date:	October 29, 2020
Initial Rating Date:	September 23, 2003

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 29, 2020
Initial Rating Date:	November 16, 2005

Financial Size Category View Definition

Financial Size Category: XIV ($1.5 Billion to $2 Billion)
u Denotes Under Review Best's Rating

Employers Preferred Insurance Company

AMB #: 011826 **NAIC #: 10346** **FEIN #: 592222527**

Attachment: SGS 22-020 AMBEST (18566 : SGS 22-020 Medical Services at County's Employee Wellness Clinic; Crowne Consulting Group)

Administrative Office
10375 Professional Circle
Reno, Nevada 89521-4802
United States

Web: www.employers.com
Phone: 888-682-6671
Fax: 888-527-3422
View Additional Address Information

AM Best Rating Unit: AMB #: 018602 - Employers Insurance Group
Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 051243 - Employers Holdings, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A- (Excellent)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 15, 2020
Initial Rating Date:	December 02, 2008

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a- (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 15, 2020
Initial Rating Date:	December 02, 2008

Financial Size Category View Definition

Financial Size Category: XII ($1 Billion to $1.25 Billion)
u Denotes Under Review Best's Rating

Attachment: SGS 22-020 AMBEST (18566 : SGS 22-020 Medical Services at County's Employee Wellness Clinic; Crowne Consulting Group)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

June 27, 2021, staff issued ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery for the Procurement of Emergency Medical Supplies including Medications used by Fire Rescue in which eleven (11) bids were received.

Staff requests approval to award Bound Tree Medical, LLC, Henry Schein, Inc, and Medline Industries, Inc. to provide Emergency Medical Supplies including Medications used by Fire Rescue and EMS.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
3200-55280	Med Supplies	$ 48,000	$ 52	$ 2,948	$ 45,000
4180-55280	Med Supplies	$487,327	$24,854	$60,512	$401,961

Fire Rescue-Medical Supplies
Emergency Medical Service-Medical Supplies
*Available balance prior to award except for EMS there has been $15,000 encumbered for Henry Schein, Inc. and $20,000 has been encumbered for Bound Tree Medical for the FY 21/22

RECOMMENDED ACTION:

a. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Henry Schein, Inc. to provide medical supplies for Fire Rescue and EMS.

b. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Bound Tree Medical, LLC to provide medical supplies for Fire Rescue and EMS.

c. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Medline Industries, Inc. to provide medical supplies for Fire Rescue and EMS.

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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: Medical Supplies for Fire Rescue
(Two lines maximum)

DEPARTMENT / DIVISION: Fire Rescue

ACCOUNT NUMBER: 3200-55280
(Four lines maximum)

BUDGET AMOUNT: FY 21: $53,000

FINANCING REQUIRED: YES [ ] NO [X]

GRANT FUNDED: YES [ ] NO [X]

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

Medical supplies required by Fire Rescue to service citizens of Citrus County.
Supply list attached. Would also like best discount on entire catalog of supplies.

REQUESTOR (SIGNATURE) DocuSigned by: [signature] 67F2F4DDF6504F8... **DATE** 4/27/2021 | 1:01:17 PM EDT

REQUESTOR (PRINT NAME) Erin Olson **DATE** 4/27/2021 | 1:01:17 PM EDT

DIVISION DIRECTOR _____ **DATE** _____

DEPARTMENT DIRECTOR DocuSigned by: David C Stevens 83AB48DF7510410... **DATE** 4/27/2021 | 1:19:46 PM EDT

MANAGEMENT & BUDGET DIRECTOR DocuSigned by: Colleen Scott 2F545E3B682A4A7... **DATE** 4/28/2021 | 9:11:24 AM EDT

Attachment: ITB 21-087 AGENDA (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

Item	Description	Values AGRI-Price	Agri- Econ Price	BoundTree-Price	BoundTree-Econ Price	Buyers-Price	Buyers-Econ	HenrySchein-Price	HenrySchein-Econ Price	LifeAssist-Price	LifeAssist-Econ Price	Nashville-Price	Nashville-Econ Price	QualMed-Price	QualMed-Econ Price
1	bite stick, latex free 10ea/pk	$24.52		$3.80				$2.52		$0.30		$2.50		$3.79	
2	IV Solution, Sodium Chloride 0.9% 100ml Bag 16/pk 6pk/cs			$30.70				$34.80		$2.15					
3	LIDOCAINE 2% 100MG 5ML ANSYR SYRINGE 1026C 10EA/BX			$39.16				$45.05		$40.00					
4	Adrenalin (Epinephrine) 1mg, 1ml (1:1000) Vial 25ea/pk			$471.15				$498.67		$18.00					
5	BITE STICK PLASTIC SINGLES 10EA/BG	$24.52		$0.40				$2.52		$0.30		$2.50		$3.79	
6	Endotracheal Tube Holder, Thomas, Pediatric/Child, for ET/SGA Tubes 4.3mm ID to 15.8mm OD	$327.82		$2.95				$2.72		$2.80			$59.75	$3.81	
7	Endotracheal Tube Holder, Thomas, Adult, for ET/SGA Tubes 6.5mm ID to 21mm OD	$765.73		$2.70				$2.72		$2.80			$62.25	$3.27	
8	Berman Airway Size 00 40MM Infant Pink 50/BX Bulk	$37.24		$0.15				$0.15		$0.19		$7.49		$8.50	
9	Berman Airway Size 1 60MM Child Black 50/BB Bulk	$37.24		$0.15				$0.14		$0.19		$7.49		$11.00	
10	Curaplex Airway Berman Kit, Bagged, Sizes 00, 1, 3, 4, 5, 6	$38.72		$1.68				$13.34			$1.30		$16.90	$1.41	
11	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 12	$91.07		$1.88				$17.85		$2.35			$14.90	$23.40	
12	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 14	$91.07			$1.47			$17.85		$2.35			$14.90	$22.90	
13	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 16	$91.07			$1.47			$17.85		$2.35			$14.90	$24.00	
14	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 18	$91.07			$1.47			$17.85		$2.35			$14.90	$24.00	
15	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 20				$1.47			$17.85			$1.75		$14.90	$24.00	
16	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 22				$1.47			$17.85			$1.75		$14.90	$24.00	
17	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 24	$64.41			$1.47			$17.85			$1.75		$14.90	$24.00	
18	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 26	$64.41			$1.47			$17.85			$1.75		$14.90	$24.00	
19	FIBER OPTIC MEDIUM HANDLE COMPATIBLE FOR ALL GREEN	$914.32		$51.25				$32.48			$3.75	$19.49		$31.71	
20	Laryngoscope Blade, Greenline, Mac 2, Fiber Optic, Disposable, Stainless Steel 20/BX	$117.69		$3.57				$3.27			$3.60		$63.80	$110.40	
21	Laryngoscope Blade, Greenline, Mac 3, Fiber Optic, Disposable, Stainless Steel 20/BX	$119.89		$3.57				$3.27			$3.60		$63.80	$110.40	
22	Laryngoscope Blade, Greenline, Mac 4, Fiber Optic, Disposable, Stainless Steel 20/BX	$138.41		$3.57				$3.27			$3.60		$63.80	$110.40	
23	Laryngoscope Blade, Greenline, Miller 0, Fiber Optic, Disposable, Stainless Steel 20/BX	$148.32		$3.57				$3.27			$3.60		$63.80	$110.40	
24	Laryngoscope Blade, Greenline, Miller 1, Fiber Optic, Disposable, Stainless Steel 20/BX	$148.32		$3.57				$3.27			$3.60		$63.80	$110.40	
25	Laryngoscope Blade, Greenline, Miller 3, Fiber Optic, Disposable, Stainless Steel 20/BX	$138.41		$3.57				$3.27			$3.60		$63.80	$110.40	
26	Laryngoscope Blade, Greenline, Miller 4, Fiber Optic, Disposable, Stainless Steel 20/BX	$148.32		$3.57				$3.27			$3.60		$63.80	$110.40	
27	LTD QTY - ENDOTRACHEAL TUBE 24 FRENCH 6.0MM 10/BX	$52.44		$9.89						$0.85					
28	ENDOTRACHEAL TUBE 28 FRENCH 7.0MM 10/BX ENDOTROL	$52.44		$9.11				$8.57		$0.85				$87.70	
29	LTD QTY - ENDOTRACHEAL TUBE 32 FRENCH 8.0MM 10/BX	$52.44		$9.89				$8.57		$0.85				$87.70	
30	Adenosine 6mg, 2ml Luer Locking PFS 10ea/bx			$140.61						$17.50					
31	Adenosine 12mg, 4ml Luer Lock Syringe 10/BX			$261.02				$202.05		$27.00					
32	NITRO-BID 2% OINTMENT 1GM UD 48/BX			$144.45				$141.05		$134.40					
33	Nasal Narcan Spray 4mg, 0.1ml, (Naloxone)			$93.74				$164.17		$89.00					
34	DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL			$31.59				$27.90		$1.20					
35	Solu-Medrol, 125mg, 2ml ACT-O-VIAL 25EA/BX			$297.72				$264.81		$9.30					
36	*MFG B/O - SEE 8-0436-11* Nitrostat 0.4Mg Tabs SL 25/BT			$11.61				$16.00		$18.60					
37	*DC-USE 0436-11 or 3304-03 * NITROSTAT 0.4MG TABS SL			$53.98				$16.00		$33.60					
38	NitroMist 400 mcg Spray, 4.1 gm Bottle, 90 metered doses			$185.44				$402.83		$159.00					
39	Bulb syringe, ear/ulcer, 2 oz, vinyl, non- sterile 200/cs	$86.51		$0.28				$0.30		$0.79		$22.49		$138.00	
40	Glucagon 1mg Emergency Kit			$280.00				$223.38		$320.00					
41	Labetalol 5mg/ml 20ml MDV Bottle			$3.57				$3.50		$7.60					
42	*MFG B/O SEE 0582-82* Glucagon 1mg, 1ml vial kit with 1ml			$165.00				$223.38		$188.35					
43	Amiodarone 150MG 3ML Vial			$26.54				$42.22		$0.89					
44	*MFG B/O - SEE 9875-20* AMIODARONE 150MG 3ML VIAL			$26.54				$42.22		$0.89					

Attachment: ITB 21-087 AGENDA (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and

Item	Description	AGRI-Price	Agri- Econ Price	BoundTree-Price	BoundTree-Econ Price	Buyers-Price	Buyers-Econ	HenrySchein-Price	HenrySchein-Econ Price	LifeAssist-Price	LifeAssist-Econ Price	Nashville-Price	Nashville-Econ Price	QualMed-Price	QualMed-Econ Price
45	Magnesium Sulfate 50% 5gm, 10ml vial 25EA/BX			$62.10				$62.92		$6.00					
46	ADENOSINE 12MG 4ML SDV 10/BX 2001A			$132.36				$68.33		$26.50					
47	Tetracaine Hydrochloride (HCL) 4ml, 12ea/bx 4ml Bottle and Dropper/Blister Pack			$191.94				$176.64		$12.40					
48	BANDAGE ELASTIC LATEX FREE 3 IN 50RLS/CS	$62.64		$3.71				$3.72		$0.50		$18.29		$2.89	
49	BANDAGE ELASTIC LATEX FREE 4 IN 10RLS/BX 5BX/CS	$68.46		$5.09				$5.06		$0.57		$22.19		$3.87	
50	GAUZE PADS STERILE 12 PLY 4 IN X 4 IN 1/PK 100PK/BX	$133.26		$3.75				$53.33		$5.10		$52.69		$1.37	
51	BANDAGE ADHESIVE FLEXIBLE 1 IN X 3 IN, LF 100/BX 12BX/CS JOHNSON AND JOHNSON	$89.08			$1.25			$1.37			$2.55		$30.96	$6.60	
52	ABDOMINAL PADS STERILE 5 IN X 9 IN 25/TR 16TR/CS	$92.21		$2.20				$1.57			$0.16	$0.00		$1.90	
53	Adenosine 6mg, 2ml Vial			$27.85				$22.48		$5.00					
54	Diphenhydramine 50mg/ml 1ml sdv 2035-Benadryl			$5.94				$27.90		$1.15					
55	Curaplex TritonGrip SE Gloves, SM, Blue Nitrile, Powder Free	$147.00		$21.00				$18.34			$15.00			$228.57	
56	Curaplex TritonGrip SE Gloves, MED, Blue Nitrile, Powder Free	$147.00		$21.00				$18.34			$15.00			$228.57	
57	Curaplex TritonGrip SE Gloves, LG, Blue Nitrile, Powder Free	$147.00		$21.00				$18.34			$15.00			$228.57	
58	Curaplex TritonGrip SE Gloves, XL, Blue Nitrile, Powder Free	$147.00		$21.00				$18.34			$15.00			$228.57	
59	Adenosine 12mg 4ml SDV			$38.99				$68.33		$26.50					
60	Gloves, ApexPro LC 100, 2XL, Nitrile, Powder Free, White Exterior/Black Interior, 12 in 90/bx 10bx/c	$147.00		$29.49		$29.47	$289.47	$25.60		$27.00				$328.57	
61	Epinephrine 1mg, 1ml ampule 1ea 10ea/pk			$131.83				$165.55		$127.00					
62	Germicidal Wipe, SaniZide Plus, 6 inch x 6.75 inch, 160/tub	$8.69			$6.29	$6.25	$74.00			$15.50					
63	IV stopcock, Smiths, three way w/swivel 50ea/cs	$74.59		$0.68				$0.62		$0.63		$38.69		$37.50	
64	Tape, Clear Surgical, Dynarex 3574, 3 in x 10 yd 4/bx 12bx/cs	$148.86		$8.62				$6.67			$125.00		$6.19	$3.82	
65	*DC-USE 1515272 * Curaplex Transparent Surgical Tape, 10 yds, 2inch, 6/bx, 12bx/cs	$138.74			$8.16			$6.67			$1.95		$6.19	$3.82	
66	*DC-BTM-USE 1110-08404 * Curaplex Transparent Surgical Tape, 10 yds, 3inch, 4/bx, 12bx/cs	$132.84			$8.62			$6.67			$125.00		$6.19	$3.82	
67	Curaplex Cloth (Silk) White Adhesive Tape, 10 yds, 1inch	$196.91		$8.35				$8.04			$0.75		$6.95	$6.25	
68	LTD QTY - Curaplex Paper Adhesive Tape, White, 10 yds, 1inch	$97.29			$3.75			$42.68			$6.00		$3.75	$3.17	
69	Curaplex Conforming Stretch Gauze Bandage, Non-Sterile 4in	$58.29			$1.07			$1.26			$1.75		$12.69	$12.63	
70	Curaplex Fabric Adhesive Bandage, 1in x 3in, 100/BX 60BX/CS	$83.08		$1.25				$1.37			$2.10		$1.29	$1.60	
71	Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch	$132.24		$0.11				$9.56		$0.41			$9.80	$8.55	
72	Needle, Exel, hypodermic, regular bevel, 22 ga x 1 1/2 in	$113.56		$0.06				$1.34		$0.26			$3.90	$3.66	
73	Dopamine 400MG/D5W 250Ml Bag 18EA/CS			$257.75				$278.50		$13.00					
74	Curaplex Sterile, Gauze Pad, Woven, 2in x 2in, 12-ply,	$138.53		$1.40				$48.96			$2.10		$2.29	$1.41	
75	Curaplex Sterile, Gauze Pad, Woven, 4in x 4in, 12-ply,	$133.26		$3.00				$53.40			$5.10		$4.39	$1.37	
76	Curaplex Vented TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in ; 1 Vent/1 Non-Vent in PK			$11.87							$12.20		$12.99	$14.03	
77	Curaplex Blanket, Silver Mylar Emergency, 52 in x 82 in	$170.23		$0.48				$0.45			$0.45		$0.42	$74.00	
78	Curaplex Stylette, ET Tube Introducer, 10 Fr (4.0 - 6.5) 1/EA				$2.70			$1.33			$1.95		$15.80	$1.00	
79	Dopamine 400MG/D5W 250Ml Bag			$14.22				$278.50		$13.00					
80	Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX 20BX/CS	$73.03		$1.90		$1.95	$38.00	$1.16			$1.65		$1.39	$1.57	
81	Curaplex Lubricating Jelly, Foil Packet 2.7g 144EA/BX 12BX/CS	$82.63		$6.00				$4.98			$0.05		$5.65	$10.73	
82	Lubricating Jelly, MediChoice, Sterile, 5 gm packet, 1/EA	$84.17		$0.16				$4.98		$85.00			$8.99	$6.45	
83	Ammonia Inhalant, Ampules 10/bx			$3.38				$1.89		$2.40		$2.19		$2.22	
84	Curaplex Cold Pack - Small - 5in x 5 in 1/EA 50EA/CS	$62.71		$0.20				$0.43		$0.35			$0.35	$9.50	
85	Magnesium Sulfate 50% 5gm, 10ml vial			$7.59				$62.92		$6.00					
86	Naloxone 2mg, 2ml prefilled fixed needle syringe 10ea/pk			$392.03				$236.83		$36.75					
87	BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERLIX	$82.56		$0.83				$27.50		$89.50		$77.29		$1.40	
88	BANDAGE ROLL STERILE 4 1/2 IN x 4.1 YARDS 100/CS KERLIX	$88.70			$0.57			$0.53		$1.45			$74.89	$62.00	
89	Curaplex IV Catheter, ClearSafe Comfort, 14 ga x 1 1/4 in,	$175.39		$1.32				$1.33			$1.55		$64.50	$72.56	
90	Curaplex IV Catheter, ClearSafe Comfort, 16 ga x 1 1/4 in,	$175.39		$1.32				$1.33			$1.55		$64.50	$72.56	
91	Curaplex IV Catheter, ClearSafe Comfort, 18 ga x 1 1/4 in,	$175.39		$1.32				$66.50			$1.55		$64.50	$72.56	
92	Curaplex IV Catheter, ClearSafe Comfort, 20 ga x 1 1/4 in,	$175.39		$1.32				$1.33			$1.55		$64.50	$72.56	

Attachment: ITB 21-087 AGENDA (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and

Item	Description	AGRI-Price	Agri- Econ Price	BoundTree-Price	BoundTree-Econ Price	Buyers-Price	Buyers-Econ	HenrySchein-Price	HenrySchein-Econ Price	LifeAssist-Price	LifeAssist-Econ Price	Nashville-Price	Nashville-Econ Price	QualMed-Price	QualMed-Econ Price
93	Curaplex IV Catheter, ClearSafe Comfort, 20 ga x 1 in, Safety	$175.39		$1.32				$66.50			$1.55		$64.50	$72.56	
94	Curaplex IV Catheter, ClearSafe Comfort, 22 ga x 1 in, Safety	$175.39		$1.32				$1.33			$1.60		$64.50	$72.56	
95	Curaplex IV Catheter, ClearSafe Comfort, 24 ga x 3/4 in, Safety	$175.39		$1.32				$1.33			$1.55		$64.50	$72.56	
96	Curaplex Select Defib Pads, Zoll Adult/Child Combo, Leads Out Direct Connect >10KG/22LBS 10pr/cs	$84.67		$20.37				$216.60			$20.00			$207.30	
97	Curaplex Select Defib Pads, Physio Adult/Child Combo, Leads Out Direct Connect >10KG/22LBS 10pr/cs			$20.37				$216.60			$20.00			$146.30	
98	Syringe Only, 10cc, Luer Lock, 100ea/bx 12bx/cs	$192.63		$0.12				$7.56		$0.10		$9.25		$8.30	
99	Syringe, Luer Lock, 3cc, 100ea/bx 10bx/cs	$103.50		$0.07				$5.63		$0.07		$6.49		$6.05	
100	Syringe Only, 20cc, Luer Lock, 100ea/bx, 8bx/cs	$93.64		$0.28				$9.22		$0.20		$11.29		$10.37	
101	Syringe, Luer Lock, 10-12cc, 100ea/bx 8bx/cs	$129.36		$0.19				$7.56		$0.10		$9.25		$8.30	
102	Syringe Only, 3cc, Luer Lock, 100ea/bx 24bx/cs	$103.50		$0.08				$5.63		$0.07		$6.49		$6.05	
103	Curaplex Multi-Trauma Dressing, 12 in x 30 in, Sterile, 50ea/cs	$73.47		$1.18				$0.56			$0.72		$0.67	$34.50	
104	Curaplex Select Multi-Function Defib Pads, Physio-Control Pediatric/Infant <10kg/22lb 10pr/cs	$131.41		$17.21				$15.63			$21.75			$146.30	
105	LTD QTY - Curaplex Backboard Strap, Orange, 5 ft, Side Release Buckle, Loop Lock, Polypropylene			$2.00				$1.33			$8.75		$1.49	$1.73	
106	BLOOD PRESSURE CUFF NAVY SIZE 9 CHILD PROSPHYG 775	$52.02		$6.05				$5.12		$11.75			$5.25	$7.25	
107	BLOOD PRESSURE CUFF NAVY SIZE 12 LARGE ADULT	$62.14		$6.65				$5.50		$15.00			$5.65	$8.45	
108	Curaplex IV Admin St, 10 Drp, 83in,Pre-Prcd Y-Site, SrLk Ndle-Free Y St, Rotat Male LL 1/EA 50EA/CS	$150.12		$0.98				$1.26			$1.89		$1.09	$1.30	
109	Curaplex IV Admin Set, 60Drp, 83in,PP Y-Site, Sure-Lok Ndle-Free Y-Site, Rotat Male LL 1/EA 50EA/CS	$152.48		$1.14				$1.42			$1.99		$1.15	$1.26	
110	IV ADMIN Ext Set, Dial-a-Flo Flow Controller, 18 inch, Prepierced Y-site, Option Lok, Female Adap			$5.46				$94.50		$2.75				$2.33	
111	Curaplex 8" Exten Set, Rmvble Sure-Lok, NeedleFree Connect, Rotating Male LL 1/EA 50EA/CS	$218.55		$0.90				$44.44		$130.00			$0.87	$0.93	
112	FILTERLINE SET, NON HUMIDIFIED, INTUBATED,	$266.80		$62.85				$6.05		$16.50		$789.00		$682.00	
113	SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100EA/BX	$238.17		$87.80				$5.29		$11.00		$979.00		$596.00	
114	Stopcock, 3-way, w/2 Female Luer Lock Syringe Attachment, 1 Male Spin-Lock Connector 100ea/cs			$0.89				$0.62		$75.00		$78.69		$80.00	
115	Curaplex Sharps Container, 4 Quart 1/EA 12EA/CS	$125.21		$3.69				$4.68			$4.50		$2.99	$35.40	
116	Combat Application Tourniquet (CAT) Orange, Gen 7, One-handed Tourniquet - Windlass System			$23.73				$20.82		$22.50		$22.39		$24.20	
117	14 QT FRIDGE/FREEZING/HEATING ABILITY, DIGITAL THERMOMETER W/DISPLAY, 12V DC, EMS ENGEL			$925.91				$818.95		$795.00		$1,099.00		$1,233.75	
118	TRANSIT SLIDE LOCK PLATE FOR ENGEL 15 QT FRIDGE-FREEZER MD14F AND MHD13F-DM, ALSO NEED 1890-17201			$81.92				$35.74		$85.00		$109.00		$116.64	
119	IV Flush Syringe, Normal Saline 2.5ml Prefilled 3cc Syringe	$84.18		$0.43						$14.50					
120	Curaplex Select Nasopharyngeal Airway, 14 Fr, 3.0mm, Latex			$1.47				$17.85			$2.35		$1.45	$22.90	
121	Curaplex Select Nasopharyngeal Airway, 16 Fr, 3.5mm, Latex			$1.47				$17.85			$2.35		$1.45	$24.00	
122	Curaplex Select Nasopharyngeal Airway, 18 Fr, 4.0mm, Latex			$1.47				$17.85			$2.35		$1.45	$24.00	
123	Curaplex Select Nasopharyngeal Airway, 20 Fr, 5.0mm, Latex	$58.19		$1.47				$17.85			$1.75		$1.45	$15.30	
124	Curaplex Select Nasopharyngeal Airway, 22 Fr, 5.5mm, Latex	$58.19		$1.47				$17.85			$1.75		$1.45	$15.30	
125	Curaplex Select Nasopharyngeal Airway, 24 Fr, 6.0mm, Latex	$64.41		$1.47				$17.85			$1.75		$1.45	$15.30	
126	Curaplex Select Nasopharyngeal Airway, 26 Fr, 6.5mm, Latex	$64.41		$1.47				$17.85			$1.75		$1.45	$15.30	
127	Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Latex	$21.99		$1.47				$17.85			$1.75		$1.45	$15.30	
128	Lidocaine 2% 100mg, 5ml Vial, Preservative Free 10/bx			$31.49				$32.49		$1.25					
129	Curaplex Select Endotracheal Tube with Stylette, 7.5mm,	$150.54		$1.44				$1.33			$1.89		$1.29	$11.60	
130	Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Uncuffed 10ea/bx 10bx/cs	$46.70		$1.30				$1.33			$3.60		$1.17	$15.00	
131	Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Uncuffed 10ea/bx 10bx/cs	$46.70		$1.30				$1.33			$3.60		$1.17	$11.60	

Attachment: ITB 21-087 AGENDA (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and

Item	Description	AGRI-Price	Agri- Econ Price	BoundTree-Price	BoundTree-Econ Price	Buyers-Price	Buyers-Econ	HenrySchein-Price	HenrySchein-Econ Price	LifeAssist-Price	LifeAssist-Econ Price	Nashville-Price	Nashville-Econ Price	QualMed-Price	QualMed-Econ Price
132	Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Uncuffed 10ea/bx 10bx/cs	$46.70		$1.30				$1.33			$3.60		$1.17	$11.60	
133	Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Uncuffed 10ea/bx 10bx/cs	$46.70		$1.30				$1.33			$3.60		$1.17	$11.60	
134	King LTS-D Supraglottic Airway Kit Size 2.5 1/EA 5EA/CS	$68.19		$28.58				$35.00		$33.95			$27.69	$38.10	
135	King LTS-D Supraglottic Airway Kit Size 2 1/EA 5EA/CS	$68.19		$28.58				$35.00		$33.95			$27.69	$38.10	
136	King LTS-D Supraglottic Airway Kit Size 3 Yellow 1/EA 5EA/CS			$28.58				$32.77		$32.15			$27.69	$35.71	
137	King LTS-D Supraglottic Airway Kit Size 4 Red 1/EA 5EA/CS			$28.58				$32.77		$32.15			$27.69	$35.71	
138	King LTS-D Supraglottic Airway Kit Size 5 Purple 1/EA 5EA/CS			$28.58				$32.77		$32.15			$27.69	$35.71	
139	ET Tube Introducer, Bougie-To-Go, Adult w/ Coude Tip, 15 FR,			$4.42				$38.31		$7.25			$27.90	$28.20	
140	Laryngoscope Handle, GreenLine/D, Fiber Optic, Disposable, Textured Grip 20ea/bx			$7.00				$101.67		$40.00				$181.00	
141	ECG electrode, Neotrode, pediatric and neonatal, 3/pk			$0.68				$2.43		$340.00		$129.00		$4.84	
142	PACK COLD INSTANT 5X9IN 1/EA 24EA/CS	$29.96		$0.28				$0.43		$0.39		$0.45		$7.95	
143	Suction Canister, 300cc, for the LCSU 4 (300ml) Suction Unit, incl Tubing, Disposable	$233.80		$15.15				$14.85		$15.50		$19.90		$15.18	
144	Suction Unit, LCSU 4 (Laerdal Compact Suction Unit), 300ml			$477.15				$481.52		$485.00				$580.35	
145	Replacement Battery for LCSU 4 and LCSU 3			$109.52				$107.45		$115.00				$115.31	
146	Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult	$249.92		$2.00				$2.22		$3.00		$1.99		$2.92	
147	STAT PADZ II ADULT FOR ZOLL AED PLUS X Series, AED PRO, M Series, R Series and E Series	$72.16		$44.99				$35.97		$37.50		$468.89		$38.50	
148	STAT PADZ II PEDIATRIC FOR ZOLL AED PLUS, AED PRO, M Series, R Series and E Series	$124.84		$115.09				$86.28		$90.00		$91.29		$92.35	
149	Curaplex BVM, Adult, Mask Size 5, Universal Connector, 7FT O2 Tubing 1/EA 10EA/CS			$7.89				$8.74			$9.75		$47.34	$1.67	
150	Curaplex BVM, Infant, Mask Size 2, Universal Connector, 7FT O2 Tubing, Pop-Off Valve 1/EA 10/EA CS			$9.15				$8.52			$12.95		$49.14	$1.67	
151	Curaplex BVM, Child, Mask Size 3, Universal Connector, 7FT O2 Tubing, Pop-Off Valve 1/EA 10EA/CS			$8.87				$8.52			$12.95		$49.14	$1.67	
152	OMNI Pro X ICC Blue BLS/ALS System (TS2 Ready) Infection			$202.46				$249.94		$260.00				$281.99	
153	RECOVER PRO X Complete Infection Control O2 Response Bag,			$192.73				$179.57		$179.00				$192.24	
154	XTRA FILL PRO X Complete Infection Control (TS2 Ready) Red			$67.46				$86.16		$65.95				$70.45	
155	*DC-VEND-USE 2523-81014 * Meret AIRWAY PRO Intubation Tri-Fold Module, Blue, TS2 Ready			$88.67				$86.16		$86.00				$92.30	
156	AIRWAY PRO Intubation Tri-Fold Module (TS2 Ready)			$74.96				$86.16		$86.00				$92.30	
157	*DC-VEND-NO SUB * Meret XTRA FILL PRO Module, Blue, TS2			$67.46				$64.88		$65.95					
158	C4 Midazolam 10mg, 10ml vial 10 / box			$26.66				$17.93		$14.00					
159	PNEUMOTHORAX TRAINER MANIKIN			$1,288.88				$574.08		$490.00				$1,193.75	
160	CRICOID STICK SIMULATOR	$751.77		$572.68				$310.29		$550.00				$546.43	
161	NIBP Cuff, Infant, Reusable, Bayonet, for use w/LifePak 15 and			$21.90				$18.30		$11.00		$5.79		$9.75	
162	NIBP Cuff, Adult, Reusable, Bayonet, for use w/LifePak 15 and			$28.40				$25.45		$30.00		$7.95		$14.46	
163	NIPB Cuff, Large Adult, Reusable, Bayonet, for use with			$32.64				$28.64		$33.75		$9.95		$21.05	
164	M-LNCS Pdtx-3 Spo2 Pediatric Pulse Oximeter Sensor 3 foot	$89.92		$14.93				$254.22		$260.00		$269.00		$13.10	
165	*NON RETURNABLE* NO CANCEL* Medsource Non-contact Infrared thermometer IR 300 40EA/CS	$76.60			$46.26			$15.75		$59.00			$24.29	$1,580.40	
166	Probe Covers, Braun Thermoscan PRO 6000 Ear Thermometer, Disposable 200/bx 25bx/cs	$414.71		$13.96				$1.30		$13.95		$12.69		$16.50	
167	Curaplex ECG Chart Paper, Thermal,108mm,Red Grid, for Physio-Control LP11, LP12 , LP15 1/RL 60RL/CT			$1.43				$8.31			$9.00		$2.19	$1.62	
168	Gauze pad, 4 in x 4 in, 12 ply, sterile, 1/pk, 25pk/bx, packaged in a closed top dispenser box	$133.26		$3.00				$5.35		$5.10		$1.12		$1.37	
169	Control Solution, Assure Prism Multi, L1 and L2, 1 bottle of	$44.64		$10.97				$9.21		$9.75		$10.49		$12.70	
170	Blood Glucose Test Strips, Assure Prism Multi 50/bx*Approved for Multipatient Use*	$45.28		$9.72				$9.79		$10.35		$37.49		$11.03	
171	Curaplex Safety Lancet, 21g 100/BX 48BX/CS	$46.26		$7.03				$4.33			$16.00	$9.90		$8.35	

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Item	Description	AGRI-Price	Agri- Econ Price	BoundTree-Price	BoundTree-Econ Price	Buyers-Price	Buyers-Econ	HenrySchein-Price	HenrySchein-Econ Price	LifeAssist-Price	LifeAssist-Econ Price	Nashville-Price	Nashville-Econ Price	QualMed-Price	QualMed-Econ Price
172	Emergency blanket, 54in x 80in, yellow, hvy duty fluid impervious, ind wrapped 50ea/cs	$140.84		$1.84				$1.15		$1.65		$64.50		$54.00	
173	Gauze sponge, basic economy, 4 in x 4 in, 8 ply, non-sterile,	$63.11		$4.10				$2.27		$4.25		$2.39		$1.96	
174	Curaplex EMS Shears, Black, 5.5in 1/EA 300EA/CS	$10.80		$0.76				$0.62			$2.70		$0.89	$285.00	
175	Gloves, Defender, XL, Standard 10 in Cuff, Nitrile, Powder Free, Slate Blue 100/bx 10bx/cs			$30.79				$25.53		$26.00				$336.57	
176	BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS	$75.68		$0.10				$50.20		$0.11		$14.00		$88.45	
177	Gloves, Frontline, 2XL, High Risk 12 in Cuff, Nitrile, Powder			$34.94				$294.20		$270.00				$373.73	
178	BIOHAZARD BAG 1-6 GAL CAPACITY 11 IN X 14 IN 50/BX	$97.06		$7.90				$65.02		$40.00		$57.00		$57.46	
179	*DC-VEND-NO SUB *NON-RETURNABLE* SLEEVE WHITE GAUNTLET, ELASTIC OPENINGS, 18 IN 200/CS			$0.10						$17.00		$23.00			
180	Curaplex Oxygen Nasal Cannula, Adult, Conventional, Green,	$62.26		$0.27				$0.20			$0.27		$12.39	$18.50	
181	Curaplex Oxygen Nasal Cannula, Pediatric, Conventional, Green, 7 ft Tubing 50ea/cs			$0.27				$0.20			$0.55		$12.39	$14.50	
182	Curaplex Oxygen Mask, Infant, Elongated, Total NRB w/o Vent, Reservoir Bag, 7 ft Tubing 50ea/cs			$1.04				$45.00			$1.00		$0.00	$71.50	
183	Curaplex Burn Sheet, 60 inch x 90 inch, Sterile 50ea/cs	$43.60		$2.40				$1.20			$2.00		$1.49	$73.00	
184	Curaplex Select GreenLine/D Laryngoscope Blade, MAC 2, Fiber Optic, Child, Disposable 20ea/cs			$3.57				$3.27			$3.60		$3.19	$79.20	
185	Curaplex Select GreenLine/D Laryngoscope Blade, MAC 3, Fiber Optic, MED Adult, Disposable 20ea/cs			$3.57				$3.27			$3.60		$3.19	$79.20	
186	Curaplex Select GreenLine/D Laryngoscope Blade, MAC 4, Fiber Optic, LG Adult, Disposable 20ea/cs			$3.57				$3.27			$3.60		$3.19	$79.20	
187	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 0, Fiber Optic, Neonate, Disposable 20ea/cs	$148.32		$3.57				$3.27			$3.60		$3.19	$79.20	
188	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 1, Fiber Optic, Infant, Disposable 20ea/cs	$148.32		$3.57				$3.27			$3.60		$3.19	$79.20	
189	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 2, Fiber Optic, Child, Disposable 20ea/cs	$138.41		$3.57				$3.27			$3.60		$3.19	$79.20	
190	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 3, Fiber Optic, MED Adult, Disposable 20ea/cs	$138.41		$3.57				$3.27			$3.60		$3.19	$79.20	
191	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 4, Fiber Optic, LG Adult, Disposable 20ea/cs	$148.32		$3.57				$3.27			$3.60		$3.19	$79.20	
192	*DC-USE 2442-BVM550 * Curaplex Select Resuscitation Bag, Child, #3 Mask, 7 ft, Reservoir, St Connect			$8.87				$8.52			$8.95		$49.14	$8.54	
193	MILITARY VERSION TRACTION SPLINT, FARETEC CT-6, W/BLACK BAG, 1/2 IN DIAMETER POLE	$44.99		$176.09				$104.47		$70.00				$113.41	
194	Hypodermic needle, regular bevel, 18 ga x 1 in., sterile	$113.56		$4.64				$2.68		$0.04		$3.75		$3.57	
195	Sling, Arm, Standard, SM, Blue	$33.00		$3.44				$4.49		$50.40		$4.79		$5.15	
196	Sling, Arm, Standard, LG, EA	$23.60		$4.53				$4.49		$6.25		$4.79		$5.35	
197	Sling, Arm, Standard, MED, EA			$3.72				$4.49		$7.50		$4.79		$2.24	
198	Control-Cric, including Cric-knife, Cric-key, Square Obturator, Extension tube, Wedge			$175.24						$150.00				$150.60	
199	Control-Cric Training Kit			$96.40						$95.00				$90.36	
200	Curaplex Extrication Collar, Adult, Single-use, Adjustable, 8	$28.09		$4.30				$4.38			$5.40		$4.25	$157.50	
201	Curaplex Extrication Collar, Mini, Single-use, Adjustable, 6			$4.30				$4.38			$5.40		$4.25	$157.50	
202	Posey Foam Limb Holders 1/PR			$5.57				$2.89		$3.90			$2.89	$3.71	
203	Carbon leg traction splint, CT-EMS, Civilian version, with blue	$177.64		$119.53				$104.47		$390.00			$74.69	$114.81	
204	Curaplex Patient Transporter 1ea 10ea/cs			$15.27				$94.30			$16.75		$15.69	$146.50	
205	Curaplex Disposable Penlight 6/pk, 60pk/cs	$42.87		$4.72				$3.84			$0.75		$3.10	$3.70	
206	Curaplex Pressure Infuser, Bag, 1000ml 5/bx 5bx/cs	$306.74		$7.74				$32.95			$15.25		$6.45	$8.05	
207	INTRAVENOUS (IV) ADMINISTRATION SET NEEDLE FREE 1 Y SITE 1 VALVE 10 DROP 83 IN 50/CS	$131.66		$0.98				$1.09		$1.89		$52.79		$66.00	
208	CATHETER INTRAVENOUS (IV) 22 GAUGE X 1 IN 50/BX 4BX/CS	$175.39		$1.32				$1.33		$1.60		$65.75		$76.22	
209	CATHETER INTRAVENOUS (IV) 16 GAUGE X 1.25 IN 50/BX	$175.39		$1.32				$1.33		$1.60		$65.75		$76.22	

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Item	Description	AGRI-Price	Agri- Econ Price	BoundTree-Price	BoundTree-Econ Price	Buyers-Price	Buyers-Econ	HenrySchein-Price	HenrySchein-Econ Price	LifeAssist-Price	LifeAssist-Econ Price	Nashville-Price	Nashville-Econ Price	QualMed-Price	QualMed-Econ Price
210	CATHETER INTRAVENOUS (IV) 24 GAUGE X 0.75 IN 50/BX	$175.39		$1.32				$1.33		$1.60		$65.75		$76.22	
211	CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX	$175.39		$1.32				$1.33		$1.60		$65.75		$76.22	
212	CATHETER INTRAVENOUS (IV) 20 GAUGE X 1 IN 50/BX 4BX/CS	$175.39		$1.32				$66.50		$1.60		$65.75		$76.22	
213	CATHETER INTRAVENOUS (IV) SAFETY 14 GAUGE X 1.25 IN 50/BX 4BX/CS PROTECTIV PLUS	$175.39		$1.32				$1.33		$1.60		$65.75		$76.22	
214	IV Solution, Sodium Chloride 0.9% 25ml Fill in a 100ml Bag			$2.55				$324.80		$2.15					
215	IV Admin Set, Pediatric 83 in, 60 Drop,1 Y-Site, 1 Valve			$1.14				$1.09		$1.99		$52.79		$63.50	
216	IV Solution, Sodium Chloride 0.9% 100ml Bag, Singles 96ea/cs	$407.65		$2.45				$2.35		$2.15					
217	ULTRA-SHORT BOARD RED NO PINS			$55.49				$46.45		$57.00				$63.41	
218	AmbuMan Wireless			$2,892.03						$1,990.00				$2,263.20	
219	Bite block / tongue depressor, semi rigid plastic, disposable	$7.41		$0.84				$2.52		$0.30		$2.50		$3.79	
220	Guedel Face Piece - Ambuman 5ea/pk			$19.34						$54.00				$28.57	
221	Ambu Man Physio Control Fast Patch Training Cable			$322.37										$398.10	
222	AmbuMan Battery Pack			$199.99						$225.00				$215.63	
223	Ambu Kit I.O. Access Kit			$87.07						$190.00				$254.05	
224	AmbuMan Advanced			$8,995.98						$9,775.00				$16,444.48	
225	VENATECH IM SUB Q SIMULATOR			$75.74				$347.17		$75.00				$86.18	
226	Humerus Intraosseous (IO) Trainer			$375.47				$336.42		$299.00				$351.67	
227	Curaplex NPA Kit Contains 20F-36F 9pk			$16.38				$18.89			$22.00		$20.69	$14.26	
228	Life/form Infant CRiSis Manikin, Deluxe Complete,			$2,703.63				$2,704.75		$2,175.00				$1,638.99	
229	ATROPINE 1MG 10ML LUER JET 1006B 10EA/PK			$114.68				$79.89		$10.35					
230	Emergency Tape, PediaTape, for Pediatric Patients, Measure length and estimate weight 2021 Version			$18.14				$21.75		$3.75		$16.95		$18.07	
231	THIAMINE 100MG/ML 2ML MDV 2122 25EA/PK 40PK/CS			$314.81				$225.43		$10.00					
232	GLUCAGEN DIAGNOSTIC KIT 1MG 2050			$178.94				$223.38		$188.35					
233	Calcium Chloride 1gm, 10ml Luer Jet 1010B 10/BX			$112.43				$98.37		$10.25					
234	Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B 10ea/pk			$61.21				$101.47		$8.95					
235	NALOXONE 2MG 2ML LUER JET 1029B 10EA/CS			$283.21				$374.29		$36.75					
236	LIDOCAINE 2% 100MG 5ML LUER JET 1026B 10EA/PK			$34.64				$45.05		$5.85					
237	ATROPINE 1MG 10ML LIFESHIELD SYRINGE 1006A 10EA/BX			$114.68				$143.60		$120.00					
238	EPINEPHRINE 1:10000 1MG 10ML LIFESHIELD SYRINGE 1019A			$61.21				$69.69		$8.95					
239	*MFCTR EXP DATE NOV 2021* QUELICIN 200MG 10ML VIAL*REFRIGERATION REQUIRED* 25EA/BX			$573.18				$284.19		$569.00					
240	*DCV-NO SUB * R-CAT Window for STEMI			$11.24											
241	SODIUM BICARBONATE 8.4% LIFESHIELD SYRINGE 1035A			$296.91				$149.05		$120.00					
242	DEXTROSE 50% 25GM, 50ML ANSYR SYRINGE 1013C 10EA/BX			$114.74				$148.60		$107.00					
243	C2 FENTANYL 0.05MG/ML 2ML SDV 25/BX			$77.18				$52.49		$75.00					
244	LTD QTY - Curaplex Endotracheal Tube with Stylette, 5.0mm, Cuffed 10ea/bx 10bx/cs	$87.16		$1.44				$1.33			$1.89		$12.90	$11.60	
245	LTD QTY - Curaplex Endotracheal Tube with Stylette, 6.0mm, Cuffed 10ea/bx 10bx/cs	$87.17		$1.44				$1.33			$1.89		$12.90	$11.60	
246	LTD QTY - Curaplex Endotracheal Tube with Stylette, 7.0mm, Cuffed 10ea/bx 10bx/cs	$87.17		$1.44				$1.33			$1.89		$12.90	$11.60	
247	LTD QTY - Curaplex Endotracheal Tube with Stylette, 7.5mm, Cuffed 10ea/bx 10bx/cs	$87.17		$1.44				$1.33			$1.89		$12.90	$11.60	
248	LTD QTY - Curaplex Endotracheal Tube with Stylette, 8.0mm, Cuffed 10ea/bx 10bx/cs	$87.16		$1.44				$1.33			$1.89		$12.90	$11.60	
249	LTD QTY - Curaplex Endotracheal Tube with Stylette, 8.5mm, Cuffed 10ea/bx 10bx/cs	$87.17		$1.44				$1.33			$1.89		$12.90	$11.60	
250	LTD QTY - Curaplex Endotracheal Tube with Stylette, 9.0mm, Cuffed 10ea/bx 10bx/cs	$87.16		$1.44				$1.33			$1.89		$12.90	$11.60	
251	FORCEPS MAGILL INTUBATING CHILD 8 IN 12/BX	$204.67		$3.47				$3.41		$3.75		$2.89		$43.20	
252	FORCEPS MAGILL INTUBATING ADULT 10 IN 12EA/BX	$199.74		$4.08				$3.50		$3.75		$3.19		$43.20	
253	MICRO MIST NEBULIZER W/TEE, MOUTHPIECE AND 7 FT			$0.96				$0.85		$0.75		$33.49		$51.00	
254	MASK REBREATHER ONLY INFANT 50EA/BX 395406			$2.95						$1.00		$33.49		$72.50	

Attachment: ITB 21-087 AGENDA (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and

Item	Description	AGRI-Price	Agri- Econ Price	BoundTree-Price	BoundTree-Econ Price	Buyers-Price	Buyers-Econ	HenrySchein-Price	HenrySchein-Econ Price	LifeAssist-Price	LifeAssist-Econ Price	Nashville-Price	Nashville-Econ Price	QualMed-Price	QualMed-Econ Price
255	Curaplex OB Kit Sealed Standard with Head Warmer	$112.70		$7.73				$113.22			$55.50		$5.49	$4.82	
256	INTRAVENOUS (IV) ARMBOARD DISPOSABLE 3 IN X 18 IN	$647.36		$2.18				$94.59		$0.75		$1.49		$85.00	
257	GLUTOSE 15GM - LEMON FLAVOR 3/PACK 12PK/CS 2053	$29.07		$12.47				$12.16	$3.77	$3.85				$4.69	
258	ECG electrode, Medi-Trace 230, adult, foam, teardrop shape, cond. adhesive hydrogel, 30/pk (20PK/CS)	$111.56		$3.13				$3.81		$85.00				$3.73	
259	Electrode, Medi-Trace Mini, ECG monitoring, pediatric, foam, teardrop shape, adhesive hydrogel 5/pk	$159.64		$0.68				$119.83		$1.10				$0.93	
260	ONDANSETRON 4MG 2ML VIAL 25EA/BX			$9.10				$9.74		$12.00					
261	Kerlix roll, 3.4 in. x 3.6 yards, 6 ply, sterile in soft pouch,	$112.57		$1.22				$0.85		$0.95		$79.00		$1.66	
262	Supraglottic Airway Tube Only, KING LTS-D, Size 2.5, Orange, Pedi 25-35kg, w/Suction Port 10ea/cs	$684.92		$28.58				$30.00		$32.75		$26.48		$327.40	
263	Supraglottic Airway Tube Only, KING LTS-D, Size 2, Green, Pediatric 12-25kg, w/Suction Port 10ea/cs	$684.92		$28.58				$30.00		$32.75		$26.48		$327.40	
264	Supraglottic Airway Tube Only, KING LTS-D, Size 3, Yellow, Adult 4-5 ft, w/Suction Port 10ea/cs	$843.62		$27.39				$28.33		$30.95		$26.48		$309.50	
265	Supraglottic Airway Tube Only, KING LTS-D, Size 4, Red, Adult 5-6 ft, w/Suction Port 10ea/cs	$843.62		$27.19				$28.33		$30.95		$26.48		$309.50	
266	Supraglottic Airway Tube Only, KING LTS-D, Size 5, Purple, Adult over 6 ft, w/Suction Port 10ea/cs	$843.62		$27.53				$28.33		$30.95		$26.48		$309.50	
267	Lidocaine 2% 100MG 5ML Lifeshield Syringe 1026A			$10.27				$42.76		$35.00					
268	Atropine 1MG 10ML Lifeshield Syringe 1006A			$18.02				$143.60		$120.00					
269	Epinephrine 1:10000 1MG 10Ml Lifeshield Syringe 1019A			$14.09				$69.69		$8.95					
270	Calcium Chloride 1GM 10ML Lifeshield Syringe			$121.29				$136.23		$111.00					
271	Biohazard bag, 43 in. x 55 in., 55 gal, 3.0 mil, red with black print Biohazardous Waste 100/cs	$129.26		$96.16				$66.70		$40.00				$87.45	
272	Curaplex Oxygen Mask, Pediatric, Elongated, Total NRB, w/o Safety vent, 7 ft Tubing 50ea/cs	$95.85		$0.77				$31.67			$1.10		$33.29	$37.50	
273	Curaplex Oxygen Mask, Adult, Elongated, High Conc, Total NRB w/o Vent, Reservoir Bag, Tubing 50ea/cs	$95.85		$0.77				$32.22			$1.15		$33.29	$36.50	
274	Suction Catheter, 6 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$50.69		$0.14				$0.14		$0.20		$8.39		$8.00	
275	Suction Catheter, 8 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$50.69		$0.14				$0.14		$0.20		$8.39		$8.00	
276	Suction Catheter, 10 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$50.69		$0.14				$0.14		$0.20		$8.39		$8.00	
277	Suction catheter, 12 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$50.69		$0.14				$0.14		$0.20		$8.39		$8.00	
278	Suction Catheter, 14 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$50.69		$0.14				$0.14		$0.20		$8.39		$8.00	
279	Suction catheter, 16 Fr, coiled, w/ whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$50.69		$0.14				$0.14		$0.20		$8.39		$8.00	
280	Suction catheter, 18 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$50.69		$0.14				$0.14		$0.20		$8.39		$8.00	
281	Curaplex Yankauer Suction Kit, Bulb Tip and Tubing w/Control Vent, 1/4 in ID x 6 ft Tubing 20ea/cs	$137.07		$1.37				$36.00			$2.20		$23.80	$41.60	
282	STETHOSCOPE BLACK 22 IN 20/CS SPRAGUE	$28.50		$3.94				$4.67		$3.95			$3.89	$11.07	
283	I.V. armboard, 2 in. x 4 in., corrugated core, foam padding covered in white vinyl, disp, 50 ea/cs			$1.04				$36.94		$45.00		$49.00			
284	I.V. armboard, 2 in. x 6 in., corrugated core, foam padding, covered in vinyl, disp 50ea/cs	$17.63		$0.92				$40.23		$1.20		$59.00		$14.50	
285	IV armboard, 2in x 9in, corrugated core, foam padding covered in white vinyl, disposable 50/cs	$47.41		$1.28				$55.37		$0.45		$64.19		$17.50	
286	SUCTION UNIT ASPIRATOR TYPE LATEX FREE 40EA/BX			$4.83				$5.57		$4.50				$168.80	
287	Albuterol Sulfate 0.5%, 2.5 mg / 0.5 mL Unit Dose, Inhalation Solution Nebulizer Vial 30 Vials/BX			$13.49				$3.87		$5.85					

Attachment: ITB 21-087 AGENDA (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and

Item	Description	AGRI-Price	Agri- Econ Price	BoundTree-Price	BoundTree-Econ Price	Buyers-Price	Buyers-Econ	HenrySchein-Price	HenrySchein-Econ Price	LifeAssist-Price	LifeAssist-Econ Price	Nashville-Price	Nashville-Econ Price	QualMed-Price	QualMed-Econ Price
288	IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile 100ea/bx 4bx/cs	$144.90		$0.34				$27.98		$9.30					
289	Bumetanide 2.5mg, 10ml Vial 10/bx			$34.11				$32.23		$34.60					
290	Diltiazem, 25mg, 5ml Vial *Refrigerate* 10ea/Box			$37.09				$35.71		$38.95					
291	C4 Lorazepam, 2mg, 1ml Vial *Refrigerate* 25/Box			$26.29				$22.84		$95.95					
292	EXT SET INTRAVENOUS (IV) REGULATOR WITH INJECTION SITE	$130.81		$2.44				$3.99		$2.75				$119.00	
293	NAIL POLISH REMOVER PAD, 1 1/4 INCH X 2 5/8 INCH, ACETONE FREE 100/BX 10BX/CS	$65.32		$4.24				$3.52		$2.95		$2.98		$1.40	
294	IV Solution, Sodium Chloride 0.9% 500ml Bag 24ea/cs	$78.76		$2.99				$3.28		$3.15					
295	IV Solution, Sodium Chloride 0.9% 1000ml Bag 12ea/cs	$62.70		$3.26				$3.35		$3.20					
296	POVIDONE IODINE (PVP) PREP PADS 100/BX 10BX/CS	$79.86		$3.93				$2.72		$4.95				$3.65	
297	C2 Morphine 10mg 1ml Vial 25/bx			$64.78				$69.59		$90.00					
298	Ondansetron 4mg, 2ml vial 25EA/BX			$9.10				$9.74		$12.00					
299	LTD QTY - Curaplex Ring Cutter	$202.47			$6.30			$4.92			$6.00		$3.39	$4.30	
300	SYRINGE ONLY LUER LOCK 60CC (#3SS-60L) 25/BX	$110.69		$16.92				$8.50		$0.41		$12.19		$10.71	
301	SYRINGE ONLY LUER LOCK 20-25CC 50/BX 10BX/CS 26280	$146.63		$12.14				$9.22		$0.20		$12.49		$10.12	
302	NEEDLE HYPODERMIC 25 GAUGE X 1 IN 100/BX 20BX/CS	$113.56		$4.64				$2.95		$0.04		$3.75		$7.24	
303	NEEDLE HYPODERMIC 22 GAUGE X 1 IN 100/BX 20BX/CS	$113.56		$4.64				$1.35		$0.29		$3.75		$3.57	
304	INTRAOSSEOUS (IO) NEEDLE 15 GAUGE, JAMSHIDI, ADJUSTABLE LENGTH FROM 3/8 IN TO 1 7/8 INCH 10/CS	$45.36		$22.72				$20.88			$12.50	$89.00		$14.45	
305	BLUNT FILTER NEEDLE 18 GA X 1.5 100/BX 10BX/CS	$155.08		$0.46				$14.59		$0.27		$21.89		$20.56	
306	Curaplex Sharps Solo, Sharps container with one time lockable seal, 6.5 in 24ea/cs	$111.77		$1.64				$1.22			$1.50		$1.19	$27.84	
307	MANIKIN AIRWAY MANAGEMENT TRAINER WITH CARRY BAG			$740.98				$667.99		$940.00				$698.26	
308	INTRAOSSEOUS (IO) INFUSION TRAINER SIMULATOR			$649.75				$553.67		$555.00				$570.21	
309	INTRAOSSEOUS (IO) BONES 10/PK			$124.49				$149.99		$135.00				$104.11	
310	MANIKIN SKIN REPLACEMENT KIT 2 PAIR/PK			$75.74				$97.39		$87.50					
311	INJECTABLE TRAINING ARM ADULT, WHITE SKIN			$522.40				$477.42		$489.00				$597.52	
312	LTD QTY - Curaplex Endotracheal Tube with Stylette, 4.0mm, Cuffed 10ea/bx 10bx/cs	$96.06		$1.63				$1.33			$2.15		$12.90	$11.60	
313	Curaplex IV Start Kit, incl IV Guard, Alcohol Prep, 2x2 Gauze, LF Tourniquet 100EA/CS	$136.61		$0.93				$56.61			$1.10		$95.00	$76.00	
314	SPLINT, SAM, ORANGE/BLUE, ROLLED, 4.25 IN X 36 IN 60/CS	$54.07		$7.06				$3.00		$7.00			$0.00	$186.00	
315	LTD QTY - Curaplex Laryngoscope Handle, Fiberoptic, Adult	$130.33		$11.14				$32.48			$3.75		$12.49	$9.05	
316	I/O LEG W/STAND			$258.31				$273.54		$510.00				$285.94	
317	Sodium Bicarbonate 8.4% Lifeshield Syringe 1035A			$20.84				$149.05		$120.00					
318	Etomidate, 20mg, 10ml Vial 10EA/BX			$43.05				$73.99		$3.50					
319	AMIDATE (ETOMIDATE) 40MG, 20ML VIAL 10EA/BX			$81.95				$58.66		$5.00					
320	Curaplex IV Start Kit w/Tegaderm, Alcohol Prep,2x2 Sponge,1 In Clear Tape,LF Tourniquet 1ea 50ea/cs			$2.19				$100.76			$0.95		$42.69	$52.50	
321	Assure Prism Orange Kit ADVANCED			$38.31				$0.00		$0.00					
322	GO-PAP with Neb- Connect Capno Kit: Adult Lg Mask, Cap			$46.85				$42.55		$45.00				$37.50	
323	Case, Pelican 1500EMS, Orange with EMS Insert in Lid, Padded Dividers, 18 1/2 in. x 14 in x 7 in	$231.57		$217.00						$190.00				$328.21	
324	Case, Pelican 1600EMS, Orange with EMS Dividers, OD 24 1/4 in L x 19 7/16 in x 8 11/16 in	$227.28		$323.92						$315.00				$345.37	
325	IV Solution, Dextrose 10% 250ml Bag 24ea/cs			$2.92				$3.03		$2.60					
326	Berman airway, 70 mm, white, non-sterile, individually	$37.24		$0.14				$0.15		$0.19		$0.17		$11.00	
327	GO-PAP/Capno Kit with BiTrac ED w/ NEB - Adult Medium			$49.15				$365.18		$500.00				$41.90	
328	GO-PAP/Capno Kit with BiTrac ED w/ NEB - Adult Large			$49.15				$365.18		$500.00				$41.90	
329	IV Solution, Sodium Chloride 0.9% 1000ml Bag 12ea/cs			$3.26				$3.35		$3.20					
330	Nasopharyngeal airway NP, 12 Fr, adjustable flange,			$4.87				$24.44		$2.35				$23.40	
331	Nasopharyngeal airway kit, LF, Robertazzi, incl 20, 22, 24, 26, 28, 30, 32, 34 and 36 Fr, w/jelly			$36.37				$18.89		$22.00		$14.29		$14.25	

Attachment: ITB 21-087 AGENDA (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and

Item	Description	AGRI-Price	Agri- Econ Price	BoundTree-Price	BoundTree-Econ Price	Buyers-Price	Buyers-Econ	HenrySchein-Price	HenrySchein-Econ Price	LifeAssist-Price	LifeAssist-Econ Price	Nashville-Price	Nashville-Econ Price	QualMed-Price	QualMed-Econ Price
332	*DC-VEND-NO SUB * Electrodes, Red Dot, Diaphoretic Foam, Adult, 2.2in x 2 in w/o Abrader 50/bg 20bg			$5.16				$8.24		$10.25				$172.68	
333	Curaplex Nebulizer Kit, BVM Connection, Latex Free			$2.81							$2.65		$3.29	$3.60	
334	Aspirin 81mg Chewable, Orange Flavor 36/Bottle	$52.43		$0.77				$0.87		$0.75				$1.02	
335	ALBUTEROL 0.083% 2.5MG/3ML 25VIALS/BX			$3.29				$3.44		$4.00					
336	C3 Ketamine 50mg/ml, 10ml Vial 10/ box			$42.67				$74.03		$79.00					
337	IPRATROPIUM BROMIDE 0.02%, 0.5MG/2.5ML UNIT DOSE			$3.50				$3.08		$4.40					
338	IPRATROPIUM BROMIDE 0.02% 0.5MG/2.5ML 30/BX			$5.91				$6.21		$6.00					
339	SET IV EXT FLOW CONTROLLER MICROCLAVE CLEAR NEEDLE-FREE CONN 1/EA 50EA/CS			$3.14				$116.50		$1.00			$0.87	$72.56	
340	INTRAVENOUS (IV) ARMBOARD 1 IN X 4 IN 50/CS	$119.78		$0.74				$22.84		$1.10		$47.29		$34.20	
341	EXTENSION WITH AMSAFE NEEDLELESS INJECTION SITE 8 IN	$218.55		$0.95				$87.77		$1.30			$79.69	$94.00	
342	NARCOTIC BOX, CLEAR TOP W/ LOCK, 6.25 IN W X 7.25 IN L X			$43.32						$32.00				$19.47	
343	Oxygen Regulator, 0-25 Liter 2 DISS	$110.34		$33.35				$24.94		$26.75		$23.99		$27.99	
344	WIPES BLEACH MICRODOT (160/TUB)	$8.69		$12.15				$97.67		$80.00					
345	EYE PAD STERILE OVAL 2 5/8 IN X 1 5/8 IN 50/PK 12PK/CS	$107.39		$4.80				$4.23		$0.12		$5.19		$4.15	
346	BANDAGE TRIANGULAR 40 IN X 40 IN X 56 IN 12EA/BG	$132.94		$0.30				$0.16		$0.32		$3.48		$2.11	
347	MANIKIN AIRWAY MANAGEMENT TRAINER INFANT	$1,034.04		$703.36				$987.31		$600.00				$643.62	
348	LAERDAL AIRWAY MANAGEMENT TRAINER	$3,166.82		$2,135.46				$1,904.77		$1,800.00				$2,097.32	
349	DELUXE CHILD CRISIS MANIKIN W/ARRHYTHMIA SIM			$4,111.79				$4,175.21		$3,325.00				$4,299.84	
350	ARS for Needle Decompression, 14 ga x 3.25 in, w/Protective Case, Orange Band/Hub			$8.68				$7.43		$7.80		$7.90		$8.16	
351	Berman Airway 50MM Individually Wrapped Lt. Blue 50/BX	$37.05		$0.14				$0.14		$0.19		$0.17		$11.00	
(blank)	(blank)														
Grand Total		**$31,733.46**		**$38,868.46**	**$95.26**	**$37.67**	**$401.47**	**$28,693.35**	**$3.77**	**$34,921.61**	**$782.85**	**$5,932.99**	**$2,421.85**	**$51,311.83**	

Attachment: ITB 21-087 AGENDA (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and

Item	Description	Stryker-Price	Stryker-Econ Price	Bay- Price	Bay-Econ Price	Medline-Price	Medline-Econ Price	MedZon- Price	MedZon-Econ Price
1	bite stick, latex free 10ea/pk						$0.86	$6.81	
2	IV Solution, Sodium Chloride 0.9% 100ml Bag 16/pk 6pk/cs					$40.72		$61.09	
3	LIDOCAINE 2% 100MG 5ML ANSYR SYRINGE 1026C 10EA/BX					$41.97		$235.10	
4	Adrenalin (Epinephrine) 1mg, 1ml (1:1000) Vial 25ea/pk					$421.01		$9.70	
5	BITE STICK PLASTIC SINGLES 10EA/BG						$0.86	$42.11	
6	Endotracheal Tube Holder, Thomas, Pediatric/Child, for ET/SGA Tubes 4.3mm ID to 15.8mm OD					$99.57		$40.17	
7	Endotracheal Tube Holder, Thomas, Adult, for ET/SGA Tubes 6.5mm ID to 21mm OD					$283.79		$40.99	
8	Berman Airway Size 00 40MM Infant Pink 50/BX Bulk						$6.24	$26.46	
9	Berman Airway Size 1 60MM Child Black 50/BB Bulk						$5.99	$26.46	
10	Curaplex Airway Berman Kit, Bagged, Sizes 00, 1, 3, 4, 5, 6							$4.80	
11	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 12					$33.93		$35.46	
12	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 14					$33.93		$36.75	
13	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 16					$33.93		$45.46	
14	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 18					$33.93		$35.46	
15	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 20					$33.93		$20.82	
16	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 22					$33.93		$20.82	
17	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 24					$33.93		$20.82	
18	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 26					$33.93		$20.82	
19	FIBER OPTIC MEDIUM HANDLE COMPATIBLE FOR ALL GREEN							$122.50	
20	Laryngoscope Blade, Greenline, Mac 2, Fiber Optic, Disposable, Stainless Steel 20/BX					$169.36		$44.10	
21	Laryngoscope Blade, Greenline, Mac 3, Fiber Optic, Disposable, Stainless Steel 20/BX					$169.36		$107.80	
22	Laryngoscope Blade, Greenline, Mac 4, Fiber Optic, Disposable, Stainless Steel 20/BX					$169.36		$44.10	
23	Laryngoscope Blade, Greenline, Miller 0, Fiber Optic, Disposable, Stainless Steel 20/BX					$169.36		$44.10	
24	Laryngoscope Blade, Greenline, Miller 1, Fiber Optic, Disposable, Stainless Steel 20/BX					$169.36		$44.10	
25	Laryngoscope Blade, Greenline, Miller 3, Fiber Optic, Disposable, Stainless Steel 20/BX					$169.36		$44.10	
26	Laryngoscope Blade, Greenline, Miller 4, Fiber Optic, Disposable, Stainless Steel 20/BX					$169.36		$44.10	
27	LTD QTY - ENDOTRACHEAL TUBE 24 FRENCH 6.0MM 10/BX						$19.41	$9.80	
28	ENDOTRACHEAL TUBE 28 FRENCH 7.0MM 10/BX ENDOTROL						$19.41	$9.80	
29	LTD QTY - ENDOTRACHEAL TUBE 32 FRENCH 8.0MM 10/BX						$19.41	$9.80	
30	Adenosine 6mg, 2ml Luer Locking PFS 10ea/bx					$165.21		$352.70	
31	Adenosine 12mg, 4ml Luer Lock Syringe 10/BX					$544.15		$538.90	
32	NITRO-BID 2% OINTMENT 1GM UD 48/BX					$111.87		$56.69	
33	Nasal Narcan Spray 4mg, 0.1ml, (Naloxone)					$139.05		$181.30	
34	DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL					$73.91		$59.29	
35	Solu-Medrol, 125mg, 2ml ACT-O-VIAL 25EA/BX					$262.31		$424.33	
36	*MFG B/O - SEE 8-0436-11* Nitrostat 0.4Mg Tabs SL 25/BT					$49.35		$22.33	
37	*DC-USE 0436-11 or 3304-03 * NITROSTAT 0.4MG TABS SL					$141.90		$97.99	
38	NitroMist 400 mcg Spray, 4.1 gm Bottle, 90 metered doses					$158.21		$268.51	
39	Bulb syringe, ear/ulcer, 2 oz, vinyl, non- sterile 200/cs						$18.47	$78.40	
40	Glucagon 1mg Emergency Kit					$295.21		$454.71	
41	Labetalol 5mg/ml 20ml MDV Bottle					$4.69		$20.08	
42	*MFG B/O SEE 0582-82* Glucagon 1mg, 1ml vial kit with 1ml					$295.21		$277.33	
43	Amiodarone 150MG 3ML Vial					$12.56		$119.55	
44	*MFG B/O - SEE 9875-20* AMIODARONE 150MG 3ML VIAL					$41.36		$3,689.70	

Attachment: ITB 21-087 AGENDA (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and

Item	Description	Stryker-Price	Stryker-Econ Price	Bay- Price	Bay-Econ Price	Medline-Price	Medline-Econ Price	MedZon- Price	MedZon-Econ Price
45	Magnesium Sulfate 50% 5gm, 10ml vial 25EA/BX					$51.04		$358.67	
46	ADENOSINE 12MG 4ML SDV 10/BX 2001A					$234.66		$333.10	
47	Tetracaine Hydrochloride (HCL) 4ml, 12ea/bx 4ml Bottle and Dropper/Blister Pack					$134.32		$288.00	
48	BANDAGE ELASTIC LATEX FREE 3 IN 50RLS/CS						$54.19	$11.46	
49	BANDAGE ELASTIC LATEX FREE 4 IN 10RLS/BX 5BX/CS						$73.70	$13.42	
50	GAUZE PADS STERILE 12 PLY 4 IN X 4 IN 1/PK 100PK/BX						$80.19	$52.67	
51	BANDAGE ADHESIVE FLEXIBLE 1 IN X 3 IN, LF 100/BX 12BX/CS JOHNSON AND JOHNSON						$24.56	$50.66	
52	ABDOMINAL PADS STERILE 5 IN X 9 IN 25/TR 16TR/CS						$30.88	$71.97	
53	Adenosine 6mg, 2ml Vial					$8.41		$101.82	
54	Diphenhydramine 50mg/ml 1ml sdv 2035-Benadryl					$32.50		$59.29	
55	Curaplex TritonGrip SE Gloves, SM, Blue Nitrile, Powder Free			$109.00			$181.71	$77.17	
56	Curaplex TritonGrip SE Gloves, MED, Blue Nitrile, Powder Free			$109.00			$181.71	$77.17	
57	Curaplex TritonGrip SE Gloves, LG, Blue Nitrile, Powder Free			$109.00			$181.71	$77.17	
58	Curaplex TritonGrip SE Gloves, XL, Blue Nitrile, Powder Free			$109.00			$181.71	$77.17	
59	Adenosine 12mg 4ml SDV					$234.66		$333.10	
60	Gloves, ApexPro LC 100, 2XL, Nitrile, Powder Free, White Exterior/Black Interior, 12 in 90/bx 10bx/c							$19.43	
61	Epinephrine 1mg, 1ml ampule 1ea 10ea/pk					$138.05		$234.22	
62	Germicidal Wipe, SaniZide Plus, 6 inch x 6.75 inch, 160/tub						$76.57	$8.80	
63	IV stopcock, Smiths, three way w/swivel 50ea/cs						$14.51	$58.80	
64	Tape, Clear Surgical, Dynarex 3574, 3 in x 10 yd 4/bx 12bx/cs						$7.39	$88.20	
65	*DC-USE 1515272 * Curaplex Transparent Surgical Tape, 10 yds, 2inch, 6/bx, 12bx/cs						$67.19	$16.71	
66	*DC-BTM-USE 1110-08404 * Curaplex Transparent Surgical Tape, 10 yds, 3inch, 4/bx, 12bx/cs						$7.39	$117.48	
67	Curaplex Cloth (Silk) White Adhesive Tape, 10 yds, 1inch						$10.37	$12.92	
68	LTD QTY - Curaplex Paper Adhesive Tape, White, 10 yds, 1inch						$71.03	$16.88	
69	Curaplex Conforming Stretch Gauze Bandage, Non-Sterile 4in						$24.68		$23.99
70	Curaplex Fabric Adhesive Bandage, 1in x 3in, 100/BX 60BX/CS						$24.56		$175.81
71	Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch			$19.99			$7.32		$79.62
72	Needle, Exel, hypodermic, regular bevel, 22 ga x 1 1/2 in			$3.99			$4.68		$427.27
73	Dopamine 400MG/D5W 250Ml Bag 18EA/CS					$188.45			$93.84
74	Curaplex Sterile, Gauze Pad, Woven, 2in x 2in, 12-ply,						$38.21		$95.76
75	Curaplex Sterile, Gauze Pad, Woven, 4in x 4in, 12-ply,						$80.19		$105.72
76	Curaplex Vented TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in ; 1 Vent/1 Non-Vent in PK								$21.06
77	Curaplex Blanket, Silver Mylar Emergency, 52 in x 82 in						$107.15		$194.04
78	Curaplex Stylette, ET Tube Introducer, 10 Fr (4.0 - 6.5) 1/EA						$14.82		$507.64
79	Dopamine 400MG/D5W 250Ml Bag					$188.45			$427.27
80	Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX 20BX/CS						$1.77		$36.94
81	Curaplex Lubricating Jelly, Foil Packet 2.7g 144EA/BX 12BX/CS						$46.28		$10.77
82	Lubricating Jelly, MediChoice, Sterile, 5 gm packet, 1/EA						$12.18		$258.72
83	Ammonia Inhalant, Ampules 10/bx						$23.12		$12.74
84	Curaplex Cold Pack - Small - 5in x 5 in 1/EA 50EA/CS						$53.34		$37.24
85	Magnesium Sulfate 50% 5gm, 10ml vial					$51.04			$365.99
86	Naloxone 2mg, 2ml prefilled fixed needle syringe 10ea/pk					$704.23			$450.70
87	BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERLIX						$36.88	$120.42	
88	BANDAGE ROLL STERILE 4 1/2 IN x 4.1 YARDS 100/CS KERLIX						$86.04	$112.91	
89	Curaplex IV Catheter, ClearSafe Comfort, 14 ga x 1 1/4 in,						$87.61	$597.80	
90	Curaplex IV Catheter, ClearSafe Comfort, 16 ga x 1 1/4 in,						$88.59	$597.80	
91	Curaplex IV Catheter, ClearSafe Comfort, 18 ga x 1 1/4 in,						$87.95	$597.80	
92	Curaplex IV Catheter, ClearSafe Comfort, 20 ga x 1 1/4 in,						$87.95	$597.80	

Attachment: ITB 21-087 AGENDA (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and

Item	Description	Stryker-Price	Stryker-Econ Price	Bay- Price	Bay-Econ Price	Medline-Price	Medline-Econ Price	MedZon- Price	MedZon-Econ Price
93	Curaplex IV Catheter, ClearSafe Comfort, 20 ga x 1 in, Safety						$87.61	$597.80	
94	Curaplex IV Catheter, ClearSafe Comfort, 22 ga x 1 in, Safety						$88.15	$597.80	
95	Curaplex IV Catheter, ClearSafe Comfort, 24 ga x 3/4 in, Safety						$87.61	$597.80	
96	Curaplex Select Defib Pads, Zoll Adult/Child Combo, Leads Out Direct Connect >10KG/22LBS 10pr/cs						$198.80	$384.06	
97	Curaplex Select Defib Pads, Physio Adult/Child Combo, Leads Out Direct Connect >10KG/22LBS 10pr/cs						$193.00	$391.90	
98	Syringe Only, 10cc, Luer Lock, 100ea/bx 12bx/cs						$12.55	$83.30	
99	Syringe, Luer Lock, 3cc, 100ea/bx 10bx/cs			$9.99			$5.85	$60.62	
100	Syringe Only, 20cc, Luer Lock, 100ea/bx, 8bx/cs						$5.93	$104.12	
101	Syringe, Luer Lock, 10-12cc, 100ea/bx 8bx/cs						$12.55	$360.64	
102	Syringe Only, 3cc, Luer Lock, 100ea/bx 24bx/cs						$5.85	$60.62	
103	Curaplex Multi-Trauma Dressing, 12 in x 30 in, Sterile, 50ea/cs						$28.62	$87.71	
104	Curaplex Select Multi-Function Defib Pads, Physio-Control Pediatric/Infant <10kg/22lb 10pr/cs	$104.55					$218.15	$360.54	
105	LTD QTY - Curaplex Backboard Strap, Orange, 5 ft, Side Release Buckle, Loop Lock, Polypropylene						$2.60	$4.22	
106	BLOOD PRESSURE CUFF NAVY SIZE 9 CHILD PROSPHYG 775						$17.50	$53.51	
107	BLOOD PRESSURE CUFF NAVY SIZE 12 LARGE ADULT						$18.50	$28.14	
108	Curaplex IV Admin St, 10 Drp, 83in,Pre-Prcd Y-Site, SrLk Ndle-Free Y St, Rotat Male LL 1/EA 50EA/CS						$63.79	$1,108.29	
109	Curaplex IV Admin Set, 60Drp, 83in,PP Y-Site, Sure-Lok Ndle-Free Y-Site, Rotat Male LL 1/EA 50EA/CS						$63.79	$146.51	
110	IV ADMIN Ext Set, Dial-a-Flo Flow Controller, 18 inch, Prepierced Y-site, Option Lok, Female Adap						$121.07	$2.45	
111	Curaplex 8" Exten Set, Rmvble Sure-Lok, NeedleFree Connect, Rotating Male LL 1/EA 50EA/CS						$114.81	$96.04	
112	FILTERLINE SET, NON HUMIDIFIED, INTUBATED,						$245.50	$1,214.22	
113	SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100EA/BX						$206.63	$432.60	
114	Stopcock, 3-way, w/2 Female Luer Lock Syringe Attachment, 1 Male Spin-Lock Connector 100ea/cs						$14.51	$96.52	
115	Curaplex Sharps Container, 4 Quart 1/EA 12EA/CS							$84.08	
116	Combat Application Tourniquet (CAT) Orange, Gen 7, One-handed Tourniquet - Windlass System					$25.10		$29.39	
117	14 QT FRIDGE/FREEZING/HEATING ABILITY, DIGITAL THERMOMETER W/DISPLAY, 12V DC, EMS ENGEL							$1,005.35	
118	TRANSIT SLIDE LOCK PLATE FOR ENGEL 15 QT FRIDGE-FREEZER MD14F AND MHD13F-DM, ALSO NEED 1890-17201							$113.67	
119	IV Flush Syringe, Normal Saline 2.5ml Prefilled 3cc Syringe						$29.32	$0.53	
120	Curaplex Select Nasopharyngeal Airway, 14 Fr, 3.0mm, Latex							$45.36	
121	Curaplex Select Nasopharyngeal Airway, 16 Fr, 3.5mm, Latex							$45.36	
122	Curaplex Select Nasopharyngeal Airway, 18 Fr, 4.0mm, Latex							$45.36	
123	Curaplex Select Nasopharyngeal Airway, 20 Fr, 5.0mm, Latex						$21.02		$45.36
124	Curaplex Select Nasopharyngeal Airway, 22 Fr, 5.5mm, Latex						$21.02		$45.36
125	Curaplex Select Nasopharyngeal Airway, 24 Fr, 6.0mm, Latex						$20.67		$45.36
126	Curaplex Select Nasopharyngeal Airway, 26 Fr, 6.5mm, Latex						$19.93		$45.36
127	Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Latex						$20.89		$45.36
128	Lidocaine 2% 100mg, 5ml Vial, Preservative Free 10/bx						$25.56		$98.97
129	Curaplex Select Endotracheal Tube with Stylette, 7.5mm,						$16.00		$9.80
130	Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Uncuffed 10ea/bx 10bx/cs						$21.02		$8.57
131	Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Uncuffed 10ea/bx 10bx/cs						$20.65		$8.57

Attachment: ITB 21-087 AGENDA (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and

Item	Description	Stryker-Price	Stryker-Econ Price	Bay- Price	Bay-Econ Price	Medline-Price	Medline-Econ Price	MedZon- Price	MedZon-Econ Price
132	Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Uncuffed 10ea/bx 10bx/cs						$21.02		$8.57
133	Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Uncuffed 10ea/bx 10bx/cs						$21.02		$8.57
134	King LTS-D Supraglottic Airway Kit Size 2.5 1/EA 5EA/CS					$196.04			$51.93
135	King LTS-D Supraglottic Airway Kit Size 2 1/EA 5EA/CS					$193.23			$51.93
136	King LTS-D Supraglottic Airway Kit Size 3 Yellow 1/EA 5EA/CS					$182.53			$51.93
137	King LTS-D Supraglottic Airway Kit Size 4 Red 1/EA 5EA/CS					$182.53			$51.93
138	King LTS-D Supraglottic Airway Kit Size 5 Purple 1/EA 5EA/CS					$182.53			$51.93
139	ET Tube Introducer, Bougie-To-Go, Adult w/ Coude Tip, 15 FR,					$71.80			$49.00
140	Laryngoscope Handle, GreenLine/D, Fiber Optic, Disposable, Textured Grip 20ea/bx								$276.16
141	ECG electrode, Neotrode, pediatric and neonatal, 3/pk	$39.10					$228.73		$66.64
142	PACK COLD INSTANT 5X9IN 1/EA 24EA/CS						$31.32		$11.51
143	Suction Canister, 300cc, for the LCSU 4 (300ml) Suction Unit, incl Tubing, Disposable					$16.11			$623.28
144	Suction Unit, LCSU 4 (Laerdal Compact Suction Unit), 300ml					$512.04			$601.72
145	Replacement Battery for LCSU 4 and LCSU 3					$115.50			$117.11
146	Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult		$0.00				$113.73		$108.19
147	STAT PADZ II ADULT FOR ZOLL AED PLUS X Series, AED PRO, M Series, R Series and E Series					$209.13			$57.82
148	STAT PADZ II PEDIATRIC FOR ZOLL AED PLUS, AED PRO, M Series, R Series and E Series					$118.59			$93.10
149	Curaplex BVM, Adult, Mask Size 5, Universal Connector, 7FT O2 Tubing 1/EA 10EA/CS						$53.70		$143.96
150	Curaplex BVM, Infant, Mask Size 2, Universal Connector, 7FT O2 Tubing, Pop-Off Valve 1/EA 10/EA CS						$113.37		$149.84
151	Curaplex BVM, Child, Mask Size 3, Universal Connector, 7FT O2 Tubing, Pop-Off Valve 1/EA 10EA/CS						$67.30		$150.82
152	OMNI Pro X ICC Blue BLS/ALS System (TS2 Ready) Infection					$280.89			$391.95
153	RECOVER PRO X Complete Infection Control O2 Response Bag,					$191.60			$260.63
154	XTRA FILL PRO X Complete Infection Control (TS2 Ready) Red					$70.43			$68.55
155	*DC-VEND-USE 2523-81014 * Meret AIRWAY PRO Intubation Tri-Fold Module, Blue, TS2 Ready					$92.11			$88.15
156	AIRWAY PRO Intubation Tri-Fold Module (TS2 Ready)					$92.11			$88.15
157	*DC-VEND-NO SUB * Meret XTRA FILL PRO Module, Blue, TS2					$70.43			$88.15
158	C4 Midazolam 10mg, 10ml vial 10 / box								$136.99
159	PNEUMOTHORAX TRAINER MANIKIN					$1,241.54	$0.00		$1,310.26
160	CRICOID STICK SIMULATOR						$0.00		$582.12
161	NIBP Cuff, Infant, Reusable, Bayonet, for use w/LifePak 15 and	$22.10					$38.54		$11.06
162	NIBP Cuff, Adult, Reusable, Bayonet, for use w/LifePak 15 and	$0.00					$39.27		$13.22
163	NIPB Cuff, Large Adult, Reusable, Bayonet, for use with	$51.00					$43.17		$14.20
164	M-LNCS Pdtx-3 Spo2 Pediatric Pulse Oximeter Sensor 3 foot	$544.00				$255.16			$318.50
165	*NON RETURNABLE* NO CANCEL* Medsource Non-contact Infrared thermometer IR 300 40EA/CS					$2,041.31			$783.60
166	Probe Covers, Braun Thermoscan PRO 6000 Ear Thermometer, Disposable 200/bx 25bx/cs						$404.97		$21.31
167	Curaplex ECG Chart Paper, Thermal,108mm,Red Grid, for Physio-Control LP11, LP12 , LP15 1/RL 60RL/CT	$19.55					$12.03		$278.12
168	Gauze pad, 4 in x 4 in, 12 ply, sterile, 1/pk, 25pk/bx, packaged in a closed top dispenser box						$52.94		$66.49
169	Control Solution, Assure Prism Multi, L1 and L2, 1 bottle of						$45.50		$16.16
170	Blood Glucose Test Strips, Assure Prism Multi 50/bx*Approved for Multipatient Use*						$19.00		$30.66
171	Curaplex Safety Lancet, 21g 100/BX 48BX/CS						$333.66		$9.49

Attachment: ITB 21-087 AGENDA (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and

Item	Description	Stryker-Price	Stryker-Econ Price	Bay- Price	Bay-Econ Price	Medline-Price	Medline-Econ Price	MedZon- Price	MedZon-Econ Price
172	Emergency blanket, 54in x 80in, yellow, hvy duty fluid impervious, ind wrapped 50ea/cs					$121.22			$175.91
173	Gauze sponge, basic economy, 4 in x 4 in, 8 ply, non-sterile,						$48.43		$62.96
174	Curaplex EMS Shears, Black, 5.5in 1/EA 300EA/CS						$49.76		$49.00
175	Gloves, Defender, XL, Standard 10 in Cuff, Nitrile, Powder Free, Slate Blue 100/bx 10bx/cs						$109.54		$159.25
176	BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS						$38.40		$85.75
177	Gloves, Frontline, 2XL, High Risk 12 in Cuff, Nitrile, Powder								$17.94
178	BIOHAZARD BAG 1-6 GAL CAPACITY 11 IN X 14 IN 50/BX								$6.36
179	*DC-VEND-NO SUB *NON-RETURNABLE* SLEEVE WHITE GAUNTLET, ELASTIC OPENINGS, 18 IN 200/CS								$80.36
180	Curaplex Oxygen Nasal Cannula, Adult, Conventional, Green,						$17.29		$25.48
181	Curaplex Oxygen Nasal Cannula, Pediatric, Conventional, Green, 7 ft Tubing 50ea/cs						$34.87		$25.48
182	Curaplex Oxygen Mask, Infant, Elongated, Total NRB w/o Vent, Reservoir Bag, 7 ft Tubing 50ea/cs						$109.61		$73.01
183	Curaplex Burn Sheet, 60 inch x 90 inch, Sterile 50ea/cs						$126.80		$98.00
184	Curaplex Select GreenLine/D Laryngoscope Blade, MAC 2, Fiber Optic, Child, Disposable 20ea/cs	$139.40							$125.24
185	Curaplex Select GreenLine/D Laryngoscope Blade, MAC 3, Fiber Optic, MED Adult, Disposable 20ea/cs	$139.40							$125.24
186	Curaplex Select GreenLine/D Laryngoscope Blade, MAC 4, Fiber Optic, LG Adult, Disposable 20ea/cs								$125.24
187	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 0, Fiber Optic, Neonate, Disposable 20ea/cs								$125.24
188	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 1, Fiber Optic, Infant, Disposable 20ea/cs								$125.24
189	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 2, Fiber Optic, Child, Disposable 20ea/cs								$125.24
190	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 3, Fiber Optic, MED Adult, Disposable 20ea/cs								$125.24
191	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 4, Fiber Optic, LG Adult, Disposable 20ea/cs								$125.24
192	*DC-USE 2442-BVM550 * Curaplex Select Resuscitation Bag, Child, #3 Mask, 7 ft, Reservoir, St Connect						$67.30		$14.98
193	MILITARY VERSION TRACTION SPLINT, FARETEC CT-6, W/BLACK BAG, 1/2 IN DIAMETER POLE								$0.98
194	Hypodermic needle, regular bevel, 18 ga x 1 in., sterile						$4.68		$9.34
195	Sling, Arm, Standard, SM, Blue								$9.34
196	Sling, Arm, Standard, LG, EA								$9.36
197	Sling, Arm, Standard, MED, EA								$9.36
198	Control-Cric, including Cric-knife, Cric-key, Square Obturator, Extension tube, Wedge					$914.63			$195.99
199	Control-Cric Training Kit					$1,036.59			$3,244.34
200	Curaplex Extrication Collar, Adult, Single-use, Adjustable, 8								$233.08
201	Curaplex Extrication Collar, Mini, Single-use, Adjustable, 6								$242.70
202	Posey Foam Limb Holders 1/PR								$10.78
203	Carbon leg traction splint, CT-EMS, Civilian version, with blue								$164.63
204	Curaplex Patient Transporter 1ea 10ea/cs						$190.05		$28.41
205	Curaplex Disposable Penlight 6/pk, 60pk/cs						$3.98		$369.85
206	Curaplex Pressure Infuser, Bag, 1000ml 5/bx 5bx/cs						$88.34		$502.01
207	INTRAVENOUS (IV) ADMINISTRATION SET NEEDLE FREE 1 Y SITE 1 VALVE 10 DROP 83 IN 50/CS						$63.79		$184.50
208	CATHETER INTRAVENOUS (IV) 22 GAUGE X 1 IN 50/BX 4BX/CS					$77.80			$46.05
209	CATHETER INTRAVENOUS (IV) 16 GAUGE X 1.25 IN 50/BX					$77.80			$46.05

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Item	Description	Stryker-Price	Stryker-Econ Price	Bay- Price	Bay-Econ Price	Medline-Price	Medline-Econ Price	MedZon- Price	MedZon-Econ Price
210	CATHETER INTRAVENOUS (IV) 24 GAUGE X 0.75 IN 50/BX					$77.80			$46.05
211	CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX					$77.80			$46.05
212	CATHETER INTRAVENOUS (IV) 20 GAUGE X 1 IN 50/BX 4BX/CS					$77.80			$46.05
213	CATHETER INTRAVENOUS (IV) SAFETY 14 GAUGE X 1.25 IN 50/BX 4BX/CS PROTECTIV PLUS					$77.80			$664.44
214	IV Solution, Sodium Chloride 0.9% 25ml Fill in a 100ml Bag					$297.14			$463.81
215	IV Admin Set, Pediatric 83 in, 60 Drop,1 Y-Site, 1 Valve					$47.42			$180.81
216	IV Solution, Sodium Chloride 0.9% 100ml Bag, Singles 96ea/cs					$252.81			$50.91
217	ULTRA-SHORT BOARD RED NO PINS								$72.51
218	AmbuMan Wireless								$2,567.59
219	Bite block / tongue depressor, semi rigid plastic, disposable						$0.86		$53.21
220	Guedel Face Piece - Ambuman 5ea/pk								$52.24
221	Ambu Man Physio Control Fast Patch Training Cable	$0.00							$236.17
222	AmbuMan Battery Pack								$195.99
223	Ambu Kit I.O. Access Kit								$209.13
224	AmbuMan Advanced								$11,181.79
225	VENATECH IM SUB Q SIMULATOR					$87.07			$95.96
226	Humerus Intraosseous (IO) Trainer					$530.56			$391.46
227	Curaplex NPA Kit Contains 20F-36F 9pk								$30.17
228	Life/form Infant CRiSis Manikin, Deluxe Complete,					$2,942.34			$3,086.27
229	ATROPINE 1MG 10ML LUER JET 1006B 10EA/PK					$135.99			$149.84
230	Emergency Tape, PediaTape, for Pediatric Patients, Measure length and estimate weight 2021 Version					$24.23			$18.61
231	THIAMINE 100MG/ML 2ML MDV 2122 25EA/PK 40PK/CS					$267.65			$411.35
232	GLUCAGEN DIAGNOSTIC KIT 1MG 2050					$180.73			$267.53
233	Calcium Chloride 1gm, 10ml Luer Jet 1010B 10/BX					$80.63			$146.90
234	Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B 10ea/pk					$113.86			$129.26
235	NALOXONE 2MG 2ML LUER JET 1029B 10EA/CS					$563.19			$450.70
236	LIDOCAINE 2% 100MG 5ML LUER JET 1026B 10EA/PK					$41.97			$83.20
237	ATROPINE 1MG 10ML LIFESHIELD SYRINGE 1006A 10EA/BX					$101.95			$183.25
238	EPINEPHRINE 1:10000 1MG 10ML LIFESHIELD SYRINGE 1019A					$110.86			$108.77
239	*MFCTR EXP DATE NOV 2021* QUELICIN 200MG 10ML VIAL*REFRIGERATION REQUIRED* 25EA/BX					$394.25			$1,060.60
240	*DCV-NO SUB * R-CAT Window for STEMI								$9.75
241	SODIUM BICARBONATE 8.4% LIFESHIELD SYRINGE 1035A					$212.00			$267.44
242	DEXTROSE 50% 25GM, 50ML ANSYR SYRINGE 1013C 10EA/BX					$123.05			$149.93
243	C2 FENTANYL 0.05MG/ML 2ML SDV 25/BX								$70.55
244	LTD QTY - Curaplex Endotracheal Tube with Stylette, 5.0mm, Cuffed 10ea/bx 10bx/cs						$16.00		$20.97
245	LTD QTY - Curaplex Endotracheal Tube with Stylette, 6.0mm, Cuffed 10ea/bx 10bx/cs						$16.00		$19.69
246	LTD QTY - Curaplex Endotracheal Tube with Stylette, 7.0mm, Cuffed 10ea/bx 10bx/cs						$16.00		$21.26
247	LTD QTY - Curaplex Endotracheal Tube with Stylette, 7.5mm, Cuffed 10ea/bx 10bx/cs						$16.00		$19.11
248	LTD QTY - Curaplex Endotracheal Tube with Stylette, 8.0mm, Cuffed 10ea/bx 10bx/cs						$16.00		$22.54
249	LTD QTY - Curaplex Endotracheal Tube with Stylette, 8.5mm, Cuffed 10ea/bx 10bx/cs						$16.00		$2.09
250	LTD QTY - Curaplex Endotracheal Tube with Stylette, 9.0mm, Cuffed 10ea/bx 10bx/cs						$16.00		$3.51
251	FORCEPS MAGILL INTUBATING CHILD 8 IN 12/BX						$72.62		$58.80
252	FORCEPS MAGILL INTUBATING ADULT 10 IN 12EA/BX						$72.68		$97.49
253	MICRO MIST NEBULIZER W/TEE, MOUTHPIECE AND 7 FT						$40.56		$50.12
254	MASK REBREATHER ONLY INFANT 50EA/BX 395406					$109.61			$173.95

Attachment: ITB 21-087 AGENDA (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and

Item	Description	Stryker-Price	Stryker-Econ Price	Bay- Price	Bay-Econ Price	Medline-Price	Medline-Econ Price	MedZon- Price	MedZon-Econ Price
255	Curaplex OB Kit Sealed Standard with Head Warmer						$8.52		$15.47
256	INTRAVENOUS (IV) ARMBOARD DISPOSABLE 3 IN X 18 IN						$0.62		$231.80
257	GLUTOSE 15GM - LEMON FLAVOR 3/PACK 12PK/CS 2053					$12.07			$66.60
258	ECG electrode, Medi-Trace 230, adult, foam, teardrop shape, cond. adhesive hydrogel, 30/pk (20PK/CS)						$87.35		$294.00
259	Electrode, Medi-Trace Mini, ECG monitoring, pediatric, foam, teardrop shape, adhesive hydrogel 5/pk						$115.60		$7.83
260	ONDANSETRON 4MG 2ML VIAL 25EA/BX					$20.50			$50.95
261	Kerlix roll, 3.4 in. x 3.6 yards, 6 ply, sterile in soft pouch,						$55.29		$516.49
262	Supraglottic Airway Tube Only, KING LTS-D, Size 2.5, Orange, Pedi 25-35kg, w/Suction Port 10ea/cs					$363.27			$695.79
263	Supraglottic Airway Tube Only, KING LTS-D, Size 2, Green, Pediatric 12-25kg, w/Suction Port 10ea/cs					$363.27			$695.79
264	Supraglottic Airway Tube Only, KING LTS-D, Size 3, Yellow, Adult 4-5 ft, w/Suction Port 10ea/cs					$343.53			$636.99
265	Supraglottic Airway Tube Only, KING LTS-D, Size 4, Red, Adult 5-6 ft, w/Suction Port 10ea/cs					$343.53			$2.94
266	Supraglottic Airway Tube Only, KING LTS-D, Size 5, Purple, Adult over 6 ft, w/Suction Port 10ea/cs					$343.53			$2.94
267	Lidocaine 2% 100MG 5ML Lifeshield Syringe 1026A					$41.97			$87.22
268	Atropine 1MG 10ML Lifeshield Syringe 1006A					$101.95			$28.70
269	Epinephrine 1:10000 1MG 10Ml Lifeshield Syringe 1019A					$110.86			$18.41
270	Calcium Chloride 1GM 10ML Lifeshield Syringe					$80.63			$182.27
271	Biohazard bag, 43 in. x 55 in., 55 gal, 3.0 mil, red with black print Biohazardous Waste 100/cs								$98.97
272	Curaplex Oxygen Mask, Pediatric, Elongated, Total NRB, w/o Safety vent, 7 ft Tubing 50ea/cs						$40.46		$49.00
273	Curaplex Oxygen Mask, Adult, Elongated, High Conc, Total NRB w/o Vent, Reservoir Bag, Tubing 50ea/cs						$40.66		$134.26
274	Suction Catheter, 6 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs						$42.20		$10.73
275	Suction Catheter, 8 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs						$43.44		$10.73
276	Suction Catheter, 10 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs						$41.66		$10.73
277	Suction catheter, 12 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs						$42.87		$10.73
278	Suction Catheter, 14 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs						$40.94		$10.73
279	Suction catheter, 16 Fr, coiled, w/ whistle tip and thumb control port, sterile, disp, LF 50ea/cs						$48.18		$10.73
280	Suction catheter, 18 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs						$45.89		$10.73
281	Curaplex Yankauer Suction Kit, Bulb Tip and Tubing w/Control Vent, 1/4 in ID x 6 ft Tubing 20ea/cs						$18.50		$58.60
282	STETHOSCOPE BLACK 22 IN 20/CS SPRAGUE						$8.16		$254.60
283	I.V. armboard, 2 in. x 4 in., corrugated core, foam padding covered in white vinyl, disp, 50 ea/cs						$14.26		$97.95
284	I.V. armboard, 2 in. x 6 in., corrugated core, foam padding, covered in vinyl, disp 50ea/cs						$13.21		$48.90
285	IV armboard, 2in x 9in, corrugated core, foam padding covered in white vinyl, disposable 50/cs						$26.26		$40.89
286	SUCTION UNIT ASPIRATOR TYPE LATEX FREE 40EA/BX								$196.00
287	Albuterol Sulfate 0.5%, 2.5 mg / 0.5 mL Unit Dose, Inhalation Solution Nebulizer Vial 30 Vials/BX					$7.92			$20.57

Attachment: ITB 21-087 AGENDA (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and

Item	Description	Stryker-Price	Stryker-Econ Price	Bay- Price	Bay-Econ Price	Medline-Price	Medline-Econ Price	MedZon- Price	MedZon-Econ Price
288	IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile 100ea/bx 4bx/cs						$30.44		$440.02
289	Bumetanide 2.5mg, 10ml Vial 10/bx					$72.43			$51.92
290	Diltiazem, 25mg, 5ml Vial *Refrigerate* 10ea/Box					$46.16			$106.72
291	C4 Lorazepam, 2mg, 1ml Vial *Refrigerate* 25/Box								$197.95
292	EXT SET INTRAVENOUS (IV) REGULATOR WITH INJECTION SITE						$127.00		$354.27
293	NAIL POLISH REMOVER PAD, 1 1/4 INCH X 2 5/8 INCH, ACETONE FREE 100/BX 10BX/CS						$2.84		$40.42
294	IV Solution, Sodium Chloride 0.9% 500ml Bag 24ea/cs					$115.50			$213.79
295	IV Solution, Sodium Chloride 0.9% 1000ml Bag 12ea/cs					$53.91			$135.69
296	POVIDONE IODINE (PVP) PREP PADS 100/BX 10BX/CS						$3.12		$36.70
297	C2 Morphine 10mg 1ml Vial 25/bx								$118.57
298	Ondansetron 4mg, 2ml vial 25EA/BX					$20.50			$50.95
299	LTD QTY - Curaplex Ring Cutter						$8.89		$4.90
300	SYRINGE ONLY LUER LOCK 60CC (#3SS-60L) 25/BX						$13.54		$110.25
301	SYRINGE ONLY LUER LOCK 20-25CC 50/BX 10BX/CS 26280						$5.93		$104.13
302	NEEDLE HYPODERMIC 25 GAUGE X 1 IN 100/BX 20BX/CS			$3.99			$4.68		$156.60
303	NEEDLE HYPODERMIC 22 GAUGE X 1 IN 100/BX 20BX/CS			$3.99			$4.73		$73.50
304	INTRAOSSEOUS (IO) NEEDLE 15 GAUGE, JAMSHIDI, ADJUSTABLE LENGTH FROM 3/8 IN TO 1 7/8 INCH 10/CS								$548.70
305	BLUNT FILTER NEEDLE 18 GA X 1.5 100/BX 10BX/CS						$7.21		$371.60
306	Curaplex Sharps Solo, Sharps container with one time lockable seal, 6.5 in 24ea/cs						$38.91		$23.52
307	MANIKIN AIRWAY MANAGEMENT TRAINER WITH CARRY BAG					$730.69			$762.98
308	INTRAOSSEOUS (IO) INFUSION TRAINER SIMULATOR					$527.63			$595.06
309	INTRAOSSEOUS (IO) BONES 10/PK					$72.00			$163.11
310	MANIKIN SKIN REPLACEMENT KIT 2 PAIR/PK					$209.20			$403.46
311	INJECTABLE TRAINING ARM ADULT, WHITE SKIN					$568.53			$683.64
312	LTD QTY - Curaplex Endotracheal Tube with Stylette, 4.0mm, Cuffed 10ea/bx 10bx/cs						$15.33		$245.00
313	Curaplex IV Start Kit, incl IV Guard, Alcohol Prep, 2x2 Gauze, LF Tourniquet 100EA/CS						$75.85		$293.02
314	SPLINT, SAM, ORANGE/BLUE, ROLLED, 4.25 IN X 36 IN 60/CS					$516.63			$881.41
315	LTD QTY - Curaplex Laryngoscope Handle, Fiberoptic, Adult								$122.50
316	I/O LEG W/STAND					$239.84			$403.46
317	Sodium Bicarbonate 8.4% Lifeshield Syringe 1035A					$212.00			$27.23
318	Etomidate, 20mg, 10ml Vial 10EA/BX					$92.76			$198.84
319	AMIDATE (ETOMIDATE) 40MG, 20ML VIAL 10EA/BX					$72.76			$132.29
320	Curaplex IV Start Kit w/Tegaderm, Alcohol Prep,2x2 Sponge,1 In Clear Tape,LF Tourniquet 1ea 50ea/cs								$49.00
321	Assure Prism Orange Kit ADVANCED								$88.68
322	GO-PAP with Neb- Connect Capno Kit: Adult Lg Mask, Cap					$520.40			$78.39
323	Case, Pelican 1500EMS, Orange with EMS Insert in Lid, Padded Dividers, 18 1/2 in. x 14 in x 7 in					$203.31			$318.50
324	Case, Pelican 1600EMS, Orange with EMS Dividers, OD 24 1/4 in L x 19 7/16 in x 8 11/16 in					$370.00			$340.99
325	IV Solution, Dextrose 10% 250ml Bag 24ea/cs					$62.03			$81.33
326	Berman airway, 70 mm, white, non-sterile, individually						$2.76		$26.95
327	GO-PAP/Capno Kit with BiTrac ED w/ NEB - Adult Medium					$453.94			$78.39
328	GO-PAP/Capno Kit with BiTrac ED w/ NEB - Adult Large					$453.27			$78.39
329	IV Solution, Sodium Chloride 0.9% 1000ml Bag 12ea/cs					$53.91			$1,186.30
330	Nasopharyngeal airway NP, 12 Fr, adjustable flange,								$49.00
331	Nasopharyngeal airway kit, LF, Robertazzi, incl 20, 22, 24, 26, 28, 30, 32, 34 and 36 Fr, w/jelly								$22.05

Attachment: ITB 21-087 AGENDA (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and

Item	Description	Stryker-Price	Stryker-Econ Price	Bay- Price	Bay-Econ Price	Medline-Price	Medline-Econ Price	MedZon- Price	MedZon-Econ Price
332	*DC-VEND-NO SUB * Electrodes, Red Dot, Diaphoretic Foam, Adult, 2.2in x 2 in w/o Abrader 50/bg 20bg						$87.35		$14.67
333	Curaplex Nebulizer Kit, BVM Connection, Latex Free								$7.64
334	Aspirin 81mg Chewable, Orange Flavor 36/Bottle						$1.01		$1.46
335	ALBUTEROL 0.083% 2.5MG/3ML 25VIALS/BX					$5.05			$20.08
336	C3 Ketamine 50mg/ml, 10ml Vial 10/ box								$587.99
337	IPRATROPIUM BROMIDE 0.02%, 0.5MG/2.5ML UNIT DOSE					$6.89			$12.39
338	IPRATROPIUM BROMIDE 0.02% 0.5MG/2.5ML 30/BX					$6.89			$27.43
339	SET IV EXT FLOW CONTROLLER MICROCLAVE CLEAR NEEDLE-FREE CONN 1/EA 50EA/CS					$121.07			$3.46
340	INTRAVENOUS (IV) ARMBOARD 1 IN X 4 IN 50/CS						$0.59		$36.21
341	EXTENSION WITH AMSAFE NEEDLELESS INJECTION SITE 8 IN					$114.81			$212.66
342	NARCOTIC BOX, CLEAR TOP W/ LOCK, 6.25 IN W X 7.25 IN L X								$2.94
343	Oxygen Regulator, 0-25 Liter 2 DISS					$60.41			$196.00
344	WIPES BLEACH MICRODOT (160/TUB)						$50.40		$12.25
345	EYE PAD STERILE OVAL 2 5/8 IN X 1 5/8 IN 50/PK 12PK/CS						$37.59		$51.79
346	BANDAGE TRIANGULAR 40 IN X 40 IN X 56 IN 12EA/BG						$55.37		$93.10
347	MANIKIN AIRWAY MANAGEMENT TRAINER INFANT					$664.90			$730.10
348	LAERDAL AIRWAY MANAGEMENT TRAINER					$2,035.66			$2,346.12
349	DELUXE CHILD CRISIS MANIKIN W/ARRHYTHMIA SIM					$4,020.06			$4,936.21
350	ARS for Needle Decompression, 14 ga x 3.25 in, w/Protective Case, Orange Band/Hub								$8.12
351	Berman Airway 50MM Individually Wrapped Lt. Blue 50/BX						$3.71		$20.86
(blank)	(blank)								
Grand Total		**$1,059.10**	**$0.00**	**$477.95**		**$36,938.25**	**$8,480.38**	**$21,315.53**	**$66,213.21**

Attachment: ITB 21-087 AGENDA (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and

Citrus County Board of County Commissioners
Fire Rescue

3600 W. Sovereign Path – Suite 141 – Lecanto, FL 34461
352-527-5406 Office – 352-527-5404 Fax

TO: Colleen Scott, Director, Management & Budget Department

FROM: Craig Stevens, Fire Chief, Fire Rescue

DATE: 9/23/2021

SUBJECT: ITB 21-087 Medical Supply Vendor Selection

After reviewing the information submitted for ITB 21-087, we would like to award contracts to Bound Tree, Henry Schein, and Medline because of their ability to provide the required and requested medical supplies in a timely manner and an affordable rate.

Attachment: ITB 21-087 AGENDA (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/29/2021

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	Berkshire Hathaway Specialty Ins Company	22276
INSURER C:	Liberty Mutual Fire Ins Co	23035
INSURER D:	Liberty Insurance Corporation	42404
INSURER E:	Noetic Specialty Insurance Co	17400
INSURER F:		

INSURED
Henry Schein, Inc.,
Subsidiaries & Affiliates
135 Duryea Road
Melville NY 11747 USA

COVERAGES **CERTIFICATE NUMBER:** 570089580592 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY			TB2621093363031	06/01/2021	06/01/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$1,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	Excluded
	OTHER:							
C	AUTOMOBILE LIABILITY			AS2-621-093363-041	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	DED [ ] RETENTION							
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA762D093363011 AOS	06/01/2021	06/01/2022	X PER STATUTE [ ] OTH-	
D	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	N / A		WC7621093363021 WI	06/01/2021	06/01/2022	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
E	Products Liab			N21NY380026 Claims Made	06/01/2021	06/01/2022	Each Occurrence	$1,000,000
							Aggregate	$1,000,000

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 agreement but limited to the operations of the Insured under said agreement with respect to the General Liability and Automobile Liability policies. A Waiver of Subrogation is granted in favor of Certificate Holder as required by written contract but limited to the operations of the Insured under said contract, with respect to the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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Attachment: ITB 21-087 AGENDA HenrySchein (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

AGENCY CUSTOMER ID: 570000025511

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Henry Schein, Inc.,
POLICY NUMBER: See Certificate Number: 570089580592	
CARRIER: See Certificate Number: 570089580592 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insureds

Henry Schein, Inc.
Ace Surgical Supply Company, Inc.
All Star Orthodontics
BIOHORIZONS IMPLANT SYSTEMS, INC.
Camlog
Dental Instrument Sales & Service, LLC
Dentrix Dental Systems
Exan Enterprises
G.I.V. Inc.
General Injectibles & Vaccines, Inc.
HF Acquisition Co. LLC
Hand Piece Parts & Repair, Inc.
Henry Schein and Schvadent
Henry Schein Dental, Inc.
Henry Schein Global Sourcing, Inc.
Henry Schein Medical
Henry Schein Practice Solutions
Henry Schein, Supply
HealthFirst
Impromed, LLC.
Insource, Inc.
Ortho Organizers, Inc.
Ortho Technology, Inc.
RXWORKS, INC.
Southern Anesthesia & Surgical
The Custom Milling Center, Inc.
Zahn Dental Company, Inc.
Zahn/Darby Lab
Edge Endo
Henry Schein Professional Practice Transitions
North American Rescue LLC and NAR Medical Depot, LLC
NAR Training
Lighthouse 360, Inc.
Hayes Handpiece Franchises, Inc.
Henry Schein One, LLC
US Endodontics
TDSC, Inc.
NAR Medical Depot LLC
Prism Medical Products - 12.31.20
Sesame Communications
E-Assist

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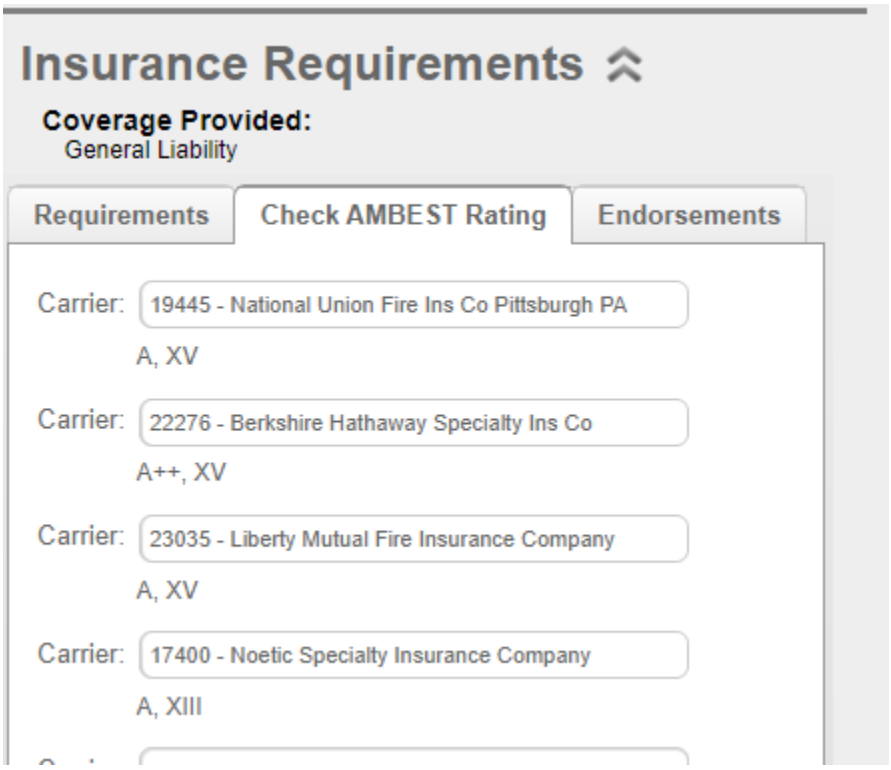
Attachment: ITB 21-087 AGENDA HenrySchein (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

AMBEST 6-2022 HenrySchein



Attachment: ITB 21-087 AGENDA HenrySchein (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

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

Henry Schein, Inc. , (Contractor).

2.0 Designated Contact Person as to County:

Craig Stevens, Fire Chief
Citrus County Fire Services
3600 W. Sovereign Path
Lecanto, Florida 34461
Phone: 352-527-5406
Email: craig.stevens@citruscountyfire.com

3.0 Designated Contact Person as to Contractor:

Jeff Klingler, VP
Henry Schein, Inc.
135 Duryea Road
Melville, New York 11747
Phone: 800-845-3550
Fax: None
Email: emsbids@henryschein.com

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

5.0 Entire Agreement: This Agreement, and any associated Addenda or Amendments shall constitute the entire Agreement between Vendor and County.

6.0 Agreement Documents:
1. Exhibit "A" – Bid Pricing

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement, with an option to renew for one (1) additional, three (3) year period. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The 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: ITB 21-087 AGENDA HenrySchein (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

8.0 Modification of Agreement: This Agreement may only be modified or amended upon mutual written agreement of County and Vendor. No oral agreements or representations shall be valid or binding upon County or Vendor. No alteration or modification of the Agreement terms shall be valid or binding against County. Vendor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto the Vendor's documents forwarded by Vendor for payment. The County's acceptance of the Commodity furnished by Vendor or the payment for such shall not constitute acceptance of any proposed modification to terms and conditions.

9.0 Commodity Provided by Vendor: The Commodity to be provided by Vendor is Emergency Medical Supplies including Medications used by Fire Rescue. All purchases made by County shall be on an as-needed basis and County does not guarantee any volume of Commodity purchased during the term of this Agreement.

10.0 Compensation to Vendor: Compensation to be paid to Vendor for the provision of the Commodity and Services agreed to herein shall be per the unit pricing noted in Exhibit "A", attached to this Agreement. An increase in Pricing may be considered by County for each year after the initial year. The request to increase the fees must be made in writing to County supported by a detailed justification by furnishing bona-fide manufacturer's documents or a price list reflecting the changes that warrants the requested increase. The request must be submitted at least ninety (90) calendar days prior to the increase of price taking effect. Such increases shall be limited to the actual cost increase to the Vendor.

County may, in its sole discretion, make an equitable adjustment in the pricing at any time during the term of the Agreement if pricing or availability of supply is affected by extreme and unforeseen volatility in the market place, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond Vendor's control, (2) the volatility affects the market place or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects Vendor that continued performance of the Agreement would result in a substantial loss to Vendor, all of which must be substantiated by Vendor.

If County identifies, or Vendor recommends, any additional Commodities to be provided by Vendor, that are not covered under the original Agreement, the fees for such additional Commodities shall be mutually negotiated between County and Vendor and be made a part of this Agreement by a written Amendment.

11.0 Payment of Payment Requests:

11.1 Payment Requests: 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.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Vendor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

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11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Vendor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: A purchase order will be issued to Vendor for each individual purchase of Commodities covered under this Agreement. Except for purchases made with a County Procurement Card and purchases made 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. County retains the option to use the County procurement card for the purchase of Commodity covered under the payment request in lieu of issuing a purchase order.

11.6 ACH Enrollment: All Vendors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Vendor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Transportation and Delivery: Transportation of the Commodities shall be FOB Destination Point, which is detailed in the Purchase Order. Vendor, within five (5) days after receiving a purchase order, shall notify County of any potential delivery delays. Evidence of inability or intentional delays shall be cause for cancellation of the Agreement and Vendor suspension.

13.0 Warranties: The manufacturer's warranty shall apply to all commodities provided under the Agreement against defects in materials and workmanship for a minimum period of one (1) year from County's acceptance of the commodities. Should any defects appear during the warranty period, Vendor shall assist County with filing a warranty claim with the manufacturer immediately upon receipt of written notice from County, at no additional expense to County.

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

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY KINCH, CUSTODIAN OF

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PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.KINCH@CITRUSBOCC.COM; PHONE: (352)527-5235

15.0 Insurance: During the term of the Agreement, Vendor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Vendor. Vendor shall provide County a certificate(s) of insurance, evidencing such coverage.

15.1 Minimum Insurance Requirements: Vendor shall procure and maintain for the duration of the Agreement contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees or sub-vendors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Vendor against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Vendor under this contract.

15.2 Commercial General Liability: Vendor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

15.3 Other Insurance Provisions:

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

15.3.2 The proposal number should be noted on the certificate **ITB 21-087**

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

15.3.4 All required insurance policies must be maintained until Vendor's work under this Agreement has been accepted by County.

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

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

15.3.7 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.

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

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

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

15.3.11 All Certificates must show that Vendor's policies have been endorsed per the requirements.

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

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

17.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Vendor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Vendor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

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18.2 Assignment: Neither County nor Vendor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Vendor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Vendor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Vendor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

18.4 Compliance with Laws: Vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety, E-Verification System, Immigration and Nationality Act and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

18.5 Conflict of Interest: Vendor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner with the performance of the services covered under this Agreement. Furthermore, Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the making of this Agreement. Vendor, and its sub-vendors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Vendor or its sub-vendors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Vendor, and its sub-vendors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

> *"No member, officer, or employee of the sub-vendor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

18.6 County Funds: Due to budgetary constraints, if funding is not available to purchase commodities covered under the Agreement, County reserves the right to modify the terms and conditions of the Agreement, or to terminate the Agreement, if it is in the best interest of County. In accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying Local, State or Federal Agencies.

18.7 Debarment: Vendor certifies to the best of its knowledge and belief, that Vendor and its principals: 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency; 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and, 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

18.8 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of Agreement, mistake, misrepresentation, or other cause for modification or rescission of the Agreement, County shall attempt to reach a mutual

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agreement as to the settlement and resolution of the dispute with Vendor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on the Vendor. The decision shall be final and conclusive.

18.9 Drug Free Workplace: Vendor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

18.10 Employees, Sub-vendors and Agents: All Vendor's employees, sub-vendors, and agents shall be properly trained to meet or exceed any specified training qualifications required in order for Vendor to supply the Commodities pursuant to the Agreement. Upon request, Vendor shall furnish a copy of certification or other proof of qualification. All employees, sub-vendors, and agents of Vendor must comply with all security and administrative requirements of County. County may conduct, and Vendor shall cooperate in, a security background check or otherwise assess any employee, sub-vendor, and agent of Vendor. County may refuse access to, or require replacement of, any of Vendor's employees, sub-vendors and agents for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with Vendor's security or other requirements. Such refusal shall not relieve Vendor of its obligation to comply with the Agreement. County may reject and bar from any facility for cause any of Vendor's employees, sub-vendors, or agents. County shall have the right to review and approve any sub-vendor used by Vendor. Vendor shall be fully responsible to County for the acts and omissions of its sub-vendors, and persons directly or indirectly employed by them. It is Vendor's responsibility to ensure that their sub-vendors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

18.11 Equal Employment Opportunity: Vendor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Vendor shall furnish pertinent information regarding its employment policies and practices as well as those of its proposed sub-vendors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-vendor hired by Vendor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Vendor. Sub-contracts entered into by Vendor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-vendor. Additionally, Vendor shall insert in its sub-contracts a clause requiring sub-vendors to include these provisions in any lower tier sub-contracts that may in turn be made. Vendor shall comply with all State laws and local ordinances, except that any preferential consideration of local in-state sub-vendors is NOT allowed.

18.12 E-Verification System: Vendor shall comply with the Executive Order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Vendor during the contract term to perform any duties within Florida, and; (2) all persons, including sub-vendors, assigned by Vendor to perform work pursuant to this Agreement. Vendors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.13 Force Majeure, Notice of Delay, and No Damages for Delay: Vendor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Vendor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, hurricanes, or other similar cause wholly beyond Vendor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to Vendor. In case of any delay Vendor believes is excusable, Vendor shall notify County in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if Vendor could reasonably foresee that a delay could occur as a result, or, (2) if delay is not reasonably foreseeable, within five (5) days after the date Vendor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE VENDOR'S

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SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages shall be asserted against County. Vendor shall not be entitled to payment of any kind from County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Vendor shall continue to provide the Commodity at no increased cost, unless County determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to County, in which case County may terminate the Agreement in whole or in part.

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

18.15 Immigration and Nationality Act: Vendor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may constitute immediate termination of said Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement by County if Vendor knowingly employs unauthorized aliens.

18.16 Lobbying: Vendor shall not, in connection with the Agreement, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or, (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

18.17 Non-Collusion: Vendor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Vendor intends to do the work with its own bona fide employees or sub-vendors and has not provided a response for the benefit of another Vendor. Furthermore, Vendor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

18.18 Patent and Copyright Responsibility: Any material, design or supplied specified by Vendor or supplied by Vendor pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Vendor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Vendor in the performance of the services.

18.19 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the commodities provided by Vendor comply with the Agreement requirements. Vendor shall at all times during the Agreement term remain responsive and responsible. Vendor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Vendor to supply the Commodities pursuant to the Agreement. If County determines that Vendor does not meet these qualifying conditions, or that the commodities proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Vendor is not relieved from fulfilling all Agreement requirements.

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18.20 Protection of Persons: Vendor will be responsible for the safety of its employees and the employees of its sub-consultants and subcontractors, during the provision of their Services. Vendor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Vendor shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Vendor employee, sub-consultant or sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.21 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18.22 Relationship: Vendor is an independent contractor to County and is not an employee, agent, joint-venture, or partner of County.

18.23 Risk of Loss: Until the commodities have been accepted by County, risk of loss or damage to the commodities and any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the commodities, or the ordering of or delivery of same, shall remain with Vendor.

18.24 Security and Confidentiality: Vendor shall comply fully with all security procedures of County in the performance of the Agreement. Vendor shall not divulge to third parties any information obtained by Vendor or its agents, distributors, resellers, subcontractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Vendor shall be permitted to release information to third parties if such information is publicly available through no fault of Vendor, information that Vendor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Vendor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

18.25 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

18.26 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

18.27 Taxes: County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All sales made by Vendor to County are exempt provided County makes payment directly to Vendor. Otherwise, the Vendor shall pay all applicable sales, consumer, use and other similar taxes required to be paid by Vendor in accordance with the laws and regulations of the State of Florida. County will not pay for any personal property taxes levied on Vendor or for any taxes levied on Vendor's employees' wages.

18.28 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

19.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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

HENRY SCHEIN, INC.

Signature of Witness (1)

Robert Miller
Printed Name of Witness (1)

Signature of Witness (2)

Jennifer Horton
Printed Name of Witness (2)

BY: _____
JEFF KLINGLER, VICE PRESIDENT

STATE OF South Carolina
COUNTY OF Anderson

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of October, 2021, by JEFF KLINGLER as VP who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 19th day of October, 2021.

Official use only

Paula Dooley
NOTARY PUBLIC Signature
Printed Name: Paula Dooley
Commission No.: _____
Expiration Date: 6/20/2023

SEAL

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

ATTEST:

ANGELA VICK, CLERK

BY: _____
, CHAIRMAN

DATE: _____

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EXHIBIT "A"

item	Description	HenrySchein -Price	HenrySchein -Econ Price
1	bite stick, latex free 10ea/pk	$2.52	
2	IV Solution, Sodium Chloride 0.9% 100ml Bag 16/pk 6pk/cs Baxter	$34.80	
3	LIDOCAINE 2% 100MG 5ML ANSYR SYRINGE 1026C 10EA/BX	$45.05	
4	Adrenalin (Epinephrine) 1mg, 1ml (1:1000) Vial 25ea/pk	$498.67	
5	BITE STICK PLASTIC SINGLES 10EA/BG	$2.52	
6	Endotracheal Tube Holder, Thomas, Pediatric/Child, for ET/SGA Tubes 4.3mm ID to 15.8mm OD	$2.72	
7	Endotracheal Tube Holder, Thomas, Adult, for ET/SGA Tubes 6.5mm ID to 21mm OD	$2.72	
8	Berman Airway Size 00 40MM Infant Pink 50/BX Bulk	$0.15	
9	Berman Airway Size 1 60MM Child Black 50/BB Bulk	$0.14	
10	Curaplex Airway Berman Kit, Bagged, Sizes 00, 1, 3, 4, 5, 6	$13.34	
11	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 12 FRENCH 10/BX RUSCH	$17.85	
12	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 14 FRENCH 10/BX RUSCH	$17.85	
13	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 16 FRENCH 10/BX RUSCH	$17.85	
14	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 18 FRENCH 10/BX RUSCH	$17.85	
15	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 20 FRENCH 10/BX RUSCH	$17.85	
16	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 22 FRENCH 10/BX RUSCH	$17.85	
17	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 24 FRENCH 10/BX RUSCH	$17.85	
18	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 26 FRENCH 10/BX RUSCH	$17.85	
19	FIBER OPTIC MEDIUM HANDLE COMPATIBLE FOR ALL GREEN BLADES	$32.48	
20	Laryngoscope Blade, Greenline, Mac 2, Fiber Optic, Disposable, Stainless Steel 20/BX	$3.27	
21	Laryngoscope Blade, Greenline, Mac 3, Fiber Optic, Disposable, Stainless Steel 20/BX	$3.27	

Attachment: ITB 21-087 AGENDA HenrySchein (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

22	Laryngoscope Blade, Greenline, Mac 4, Fiber Optic, Disposable, Stainless Steel 20/BX	$3.27	
23	Laryngoscope Blade, Greenline, Miller 0, Fiber Optic, Disposable, Stainless Steel 20/BX	$3.27	
24	Laryngoscope Blade, Greenline, Miller 1, Fiber Optic, Disposable, Stainless Steel 20/BX	$3.27	
25	Laryngoscope Blade, Greenline, Miller 3, Fiber Optic, Disposable, Stainless Steel 20/BX	$3.27	
26	Laryngoscope Blade, Greenline, Miller 4, Fiber Optic, Disposable, Stainless Steel 20/BX	$3.27	
27	LTD QTY - ENDOTRACHEAL TUBE 24 FRENCH 6.0MM 10/BX ENDOTROL		
28	ENDOTRACHEAL TUBE 28 FRENCH 7.0MM 10/BX ENDOTROL	$8.57	
29	LTD QTY - ENDOTRACHEAL TUBE 32 FRENCH 8.0MM 10/BX ENDOTROL	$8.57	
30	Adenosine 6mg, 2ml Luer Locking PFS 10ea/bx		
31	Adenosine 12mg, 4ml Luer Lock Syringe 10/BX	$202.05	
32	NITRO-BID 2% OINTMENT 1GM UD 48/BX	$141.05	
33	Nasal Narcan Spray 4mg, 0.1ml, (Naloxone)	$164.17	
34	DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL 25 VIALS/PK	$27.90	
35	Solu-Medrol, 125mg, 2ml ACT-O-VIAL 25EA/BX	$264.81	
36	*MFG B/O - SEE 8-0436-11* Nitrostat 0.4Mg Tabs SL 25/BT	$16.00	
37	*DC-USE 0436-11 or 3304-03 * NITROSTAT 0.4MG TABS SL 4BT/BX	$16.00	
38	NitroMist 400 mcg Spray, 4.1 gm Bottle, 90 metered doses	$402.83	
39	Bulb syringe, ear/ulcer, 2 oz, vinyl, non- sterile 200/cs	$0.30	
40	Glucagon 1mg Emergency Kit	$223.38	
41	Labetalol 5mg/ml 20ml MDV Bottle	$3.50	
42	*MFG B/O SEE 0582-82* Glucagon 1mg, 1ml vial kit with 1ml Sterile Water	$223.38	
43	Amiodarone 150MG 3ML Vial	$42.22	
44	*MFG B/O - SEE 9875-20* AMIODARONE 150MG 3ML VIAL 25EA/PK 30PK/CS	$42.22	
45	Magnesium Sulfate 50% 5gm, 10ml vial 25EA/BX	$62.92	
46	ADENOSINE 12MG 4ML SDV 10/BX 2001A	$68.33	

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47	Tetracaine Hydrochloride (HCL) 4ml, 12ea/bx 4ml Bottle and Dropper/Blister Pack	$176.64	
48	BANDAGE ELASTIC LATEX FREE 3 IN 50RLS/CS	$3.72	
49	BANDAGE ELASTIC LATEX FREE 4 IN 10RLS/BX 5BX/CS	$5.06	
50	GAUZE PADS STERILE 12 PLY 4 IN X 4 IN 1/PK 100PK/BX 12BX/CS	$53.33	
51	BANDAGE ADHESIVE FLEXIBLE 1 IN X 3 IN, LF 100/BX 12BX/CS JOHNSON AND JOHNSON	$1.37	
52	ABDOMINAL PADS STERILE 5 IN X 9 IN 25/TR 16TR/CS COMBINE	$1.57	
53	Adenosine 6mg, 2ml Vial	$22.48	
54	Diphenhydramine 50mg/ml 1ml sdv 2035-Benadryl	$27.90	
55	Curaplex TritonGrip SE Gloves, SM, Blue Nitrile, Powder Free 100/bx 10bx/cs	$18.34	
56	Curaplex TritonGrip SE Gloves, MED, Blue Nitrile, Powder Free 100/bx 10bx/cs	$18.34	
57	Curaplex TritonGrip SE Gloves, LG, Blue Nitrile, Powder Free 100/bx 10bx/cs	$18.34	
58	Curaplex TritonGrip SE Gloves, XL, Blue Nitrile, Powder Free 90/bx 10bx/cs	$18.34	
59	Adenosine 12mg 4ml SDV	$68.33	
60	Gloves, ApexPro LC 100, 2XL, Nitrile, Powder Free, White Exterior/Black Interior, 12 in 90/bx 10bx/c	$25.60	
61	Epinephrine 1mg, 1ml ampule 1ea 10ea/pk	$165.55	
62	Germicidal Wipe, SaniZide Plus, 6 inch x 6.75 inch, 160/tub 12tub/cs		
63	IV stopcock, Smiths, three way w/swivel 50ea/cs	$0.62	
64	Tape, Clear Surgical, Dynarex 3574, 3 in x 10 yd 4/bx 12bx/cs	$6.67	
65	*DC-USE 1515272 * Curaplex Transparent Surgical Tape, 10 yds, 2inch, 6/bx, 12bx/cs	$6.67	
66	*DC-BTM-USE 1110-08404 * Curaplex Transparent Surgical Tape, 10 yds, 3inch, 4/bx, 12bx/cs	$6.67	
67	Curaplex Cloth (Silk) White Adhesive Tape, 10 yds, 1inch 12/bx, 12bx/cs	$8.04	
68	LTD QTY - Curaplex Paper Adhesive Tape, White, 10 yds, 1inch 12/bx, 12bx/cs	$42.68	
69	Curaplex Conforming Stretch Gauze Bandage, Non-Sterile 4in 12rl/bg, 8bg/cs	$1.26	
70	Curaplex Fabric Adhesive Bandage, 1in x 3in, 100/BX 60BX/CS	$1.37	

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71	Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch 100ea/bx 10bx/cs	$9.56	
72	Needle, Exel, hypodermic, regular bevel, 22 ga x 1 1/2 in 100ea/bx 20bx/cs	$1.34	
73	Dopamine 400MG/D5W 250Ml Bag 18EA/CS	$278.50	
74	Curaplex Sterile, Gauze Pad, Woven, 2in x 2in, 12-ply, 100PK/BX 24BX/CS	$48.96	
75	Curaplex Sterile, Gauze Pad, Woven, 4in x 4in, 12-ply, 100PK/BX 12BX/CS	$53.40	
76	Curaplex Vented TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in ; 1 Vent/1 Non-Vent in PK		
77	Curaplex Blanket, Silver Mylar Emergency, 52 in x 82 in 200ea/cs	$0.45	
78	Curaplex Stylette, ET Tube Introducer, 10 Fr (4.0 - 6.5) 1/EA 20EA/BX 10BX/CS	$1.33	
79	Dopamine 400MG/D5W 250Ml Bag	$278.50	
80	Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX 20BX/CS	$1.16	
81	Curaplex Lubricating Jelly, Foil Packet 2.7g 144EA/BX 12BX/CS	$4.98	
82	Lubricating Jelly, MediChoice, Sterile, 5 gm packet, 1/EA 600EA/CS	$4.98	
83	Ammonia Inhalant, Ampules 10/bx	$1.89	
84	Curaplex Cold Pack - Small - 5in x 5 in 1/EA 50EA/CS	$0.43	
85	Magnesium Sulfate 50% 5gm, 10ml vial	$62.92	
86	Naloxone 2mg, 2ml prefilled fixed needle syringe 10ea/pk	$236.83	
87	BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERLIX	$27.50	
88	BANDAGE ROLL STERILE 4 1/2 IN x 4.1 YARDS 100/CS KERLIX	$0.53	
89	Curaplex IV Catheter, ClearSafe Comfort, 14 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	$1.33	
90	Curaplex IV Catheter, ClearSafe Comfort, 16 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	$1.33	
91	Curaplex IV Catheter, ClearSafe Comfort, 18 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	$66.50	
92	Curaplex IV Catheter, ClearSafe Comfort, 20 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	$1.33	
93	Curaplex IV Catheter, ClearSafe Comfort, 20 ga x 1 in, Safety 50ea/bx 4bx/cs	$66.50	
94	Curaplex IV Catheter, ClearSafe Comfort, 22 ga x 1 in, Safety 50ea/bx 4bx/cs	$1.33	

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95	Curaplex IV Catheter, ClearSafe Comfort, 24 ga x 3/4 in, Safety 50ea/bx 4bx/cs	$1.33	
96	Curaplex Select Defib Pads, Zoll Adult/Child Combo, Leads Out Direct Connect >10KG/22LBS 10pr/cs	$216.60	
97	Curaplex Select Defib Pads, Physio Adult/Child Combo, Leads Out Direct Connect >10KG/22LBS 10pr/cs	$216.60	
98	Syringe Only, 10cc, Luer Lock, 100ea/bx 12bx/cs	$7.56	
99	Syringe, Luer Lock, 3cc, 100ea/bx 10bx/cs	$5.63	
100	Syringe Only, 20cc, Luer Lock, 100ea/bx, 8bx/cs	$9.22	
101	Syringe, Luer Lock, 10-12cc, 100ea/bx 8bx/cs	$7.56	
102	Syringe Only, 3cc, Luer Lock, 100ea/bx 24bx/cs	$5.63	
103	Curaplex Multi-Trauma Dressing, 12 in x 30 in, Sterile, 50ea/cs	$0.56	
104	Curaplex Select Multi-Function Defib Pads, Physio-Control Pediatric/Infant <10kg/22lb 10pr/cs	$15.63	
105	LTD QTY - Curaplex Backboard Strap, Orange, 5 ft, Side Release Buckle, Loop Lock, Polypropylene	$1.33	
106	BLOOD PRESSURE CUFF NAVY SIZE 9 CHILD PROSPHYG 775	$5.12	
107	BLOOD PRESSURE CUFF NAVY SIZE 12 LARGE ADULT PROSPHYG 775	$5.50	
108	Curaplex IV Admin St, 10 Drp, 83in,Pre-Prcd Y-Site, SrLk Ndle-Free Y St, Rotat Male LL 1/EA 50EA/CS	$1.26	
109	Curaplex IV Admin Set, 60Drp, 83in,PP Y-Site, Sure-Lok Ndle-Free Y-Site, Rotat Male LL 1/EA 50EA/CS	$1.42	
110	IV ADMIN Ext Set, Dial-a-Flo Flow Controller, 18 inch, Prepierced Y-site, Option Lok, Female Adap	$94.50	
111	Curaplex 8" Exten Set, Rmvble Sure-Lok, NeedleFree Connect, Rotating Male LL 1/EA 50EA/CS	$44.44	
112	FILTERLINE SET, NON HUMIDIFIED, INTUBATED, ADULT/PEDIATRIC 100EA/BX	$6.05	
113	SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100EA/BX	$5.29	
114	Stopcock, 3-way, w/2 Female Luer Lock Syringe Attachment, 1 Male Spin-Lock Connector 100ea/cs	$0.62	
115	Curaplex Sharps Container, 4 Quart 1/EA 12EA/CS	$4.68	
116	Combat Application Tourniquet (CAT) Orange, Gen 7, One-handed Tourniquet - Windlass System	$20.82	

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117	14 QT FRIDGE/FREEZING/HEATING ABILITY, DIGITAL THERMOMETER W/DISPLAY, 12V DC, EMS ENGEL	$818.95	
118	TRANSIT SLIDE LOCK PLATE FOR ENGEL 15 QT FRIDGE-FREEZER MD14F AND MHD13F-DM, ALSO NEED 1890-17201	$35.74	
119	IV Flush Syringe, Normal Saline 2.5ml Prefilled 3cc Syringe 100ea/bx 10bx/cs		
120	Curaplex Select Nasopharyngeal Airway, 14 Fr, 3.0mm, Latex Free PVC 10ea/bx	$17.85	
121	Curaplex Select Nasopharyngeal Airway, 16 Fr, 3.5mm, Latex Free PVC 10ea/bx	$17.85	
122	Curaplex Select Nasopharyngeal Airway, 18 Fr, 4.0mm, Latex Free PVC 10ea/bx	$17.85	
123	Curaplex Select Nasopharyngeal Airway, 20 Fr, 5.0mm, Latex Free PVC 10ea/bx	$17.85	
124	Curaplex Select Nasopharyngeal Airway, 22 Fr, 5.5mm, Latex Free PVC 10ea/bx	$17.85	
125	Curaplex Select Nasopharyngeal Airway, 24 Fr, 6.0mm, Latex Free PVC 10ea/bx	$17.85	
126	Curaplex Select Nasopharyngeal Airway, 26 Fr, 6.5mm, Latex Free PVC 10ea/bx	$17.85	
127	Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Latex Free PVC 10ea/bx	$17.85	
128	Lidocaine 2% 100mg, 5ml Vial, Preservative Free 10/bx	$32.49	
129	Curaplex Select Endotracheal Tube with Stylette, 7.5mm, Cuffed 10ea/bx 10bx/cs	$1.33	
130	Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Uncuffed 10ea/bx 10bx/cs	$1.33	
131	Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Uncuffed 10ea/bx 10bx/cs	$1.33	
132	Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Uncuffed 10ea/bx 10bx/cs	$1.33	
133	Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Uncuffed 10ea/bx 10bx/cs	$1.33	
134	King LTS-D Supraglottic Airway Kit Size 2.5 1/EA 5EA/CS	$35.00	
135	King LTS-D Supraglottic Airway Kit Size 2 1/EA 5EA/CS	$35.00	
136	King LTS-D Supraglottic Airway Kit Size 3 Yellow 1/EA 5EA/CS	$32.77	
137	King LTS-D Supraglottic Airway Kit Size 4 Red 1/EA 5EA/CS	$32.77	
138	King LTS-D Supraglottic Airway Kit Size 5 Purple 1/EA 5EA/CS	$32.77	

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139	ET Tube Introducer, Bougie-To-Go, Adult w/ Coude Tip, 15 FR, 60mm, 10/PK	$38.31	
140	Laryngoscope Handle, GreenLine/D, Fiber Optic, Disposable, Textured Grip 20ea/bx	$101.67	
141	ECG electrode, Neotrode, pediatric and neonatal, 3/pk 100pk/cs	$2.43	
142	PACK COLD INSTANT 5X9IN 1/EA 24EA/CS	$0.43	
143	Suction Canister, 300cc, for the LCSU 4 (300ml) Suction Unit, incl Tubing, Disposable	$14.85	
144	Suction Unit, LCSU 4 (Laerdal Compact Suction Unit), 300ml	$481.52	
145	Replacement Battery for LCSU 4 and LCSU 3	$107.45	
146	Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 10/PK 200PK/CS	$2.22	
147	STAT PADZ II ADULT FOR ZOLL AED PLUS X Series, AED PRO, M Series, R Series and E Series	$35.97	
148	STAT PADZ II PEDIATRIC FOR ZOLL AED PLUS, AED PRO, M Series, R Series and E Series	$86.28	
149	Curaplex BVM, Adult, Mask Size 5, Universal Connector, 7FT O2 Tubing 1/EA 10EA/CS	$8.74	
150	Curaplex BVM, Infant, Mask Size 2, Universal Connector, 7FT O2 Tubing, Pop-Off Valve 1/EA 10/EA CS	$8.52	
151	Curaplex BVM, Child, Mask Size 3, Universal Connector, 7FT O2 Tubing, Pop-Off Valve 1/EA 10EA/CS	$8.52	
152	OMNI Pro X ICC Blue BLS/ALS System (TS2 Ready) Infection Control	$249.94	
153	RECOVER PRO X Complete Infection Control O2 Response Bag, Red	$179.57	
154	XTRA FILL PRO X Complete Infection Control (TS2 Ready) Red	$86.16	
155	*DC-VEND-USE 2523-81014 * Meret AIRWAY PRO Intubation Tri-Fold Module, Blue, TS2 Ready	$86.16	
156	AIRWAY PRO Intubation Tri-Fold Module (TS2 Ready)	$86.16	
157	*DC-VEND-NO SUB * Meret XTRA FILL PRO Module, Blue, TS2 Ready	$64.88	
158	C4 Midazolam 10mg, 10ml vial 10 / box	$17.93	
159	PNEUMOTHORAX TRAINER MANIKIN	$574.08	
160	CRICOID STICK SIMULATOR	$310.29	
161	NIBP Cuff, Infant, Reusable, Bayonet, for use w/LifePak 15 and LifePak 12	$18.30	
162	NIBP Cuff, Adult, Reusable, Bayonet, for use w/LifePak 15 and LifePak 12	$25.45	

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163	NIPB Cuff, Large Adult, Reusable, Bayonet, for use with LifePak 15 and Life Pak 12	$28.64	
164	M-LNCS Pdtx-3 Spo2 Pediatric Pulse Oximeter Sensor 3 foot Cable 1EA 20EA/BX	$254.22	
165	*NON RETURNABLE* NO CANCEL* Medsource Non-contact Infrared thermometer IR 300 40EA/CS	$15.75	
166	Probe Covers, Braun Thermoscan PRO 6000 Ear Thermometer, Disposable 200/bx 25bx/cs	$1.30	
167	Curaplex ECG Chart Paper, Thermal,108mm,Red Grid, for Physio-Control LP11, LP12 , LP15 1/RL 60RL/CT	$8.31	
168	Gauze pad, 4 in x 4 in, 12 ply, sterile, 1/pk, 25pk/bx, packaged in a closed top dispenser box	$5.35	
169	Control Solution, Assure Prism Multi, L1 and L2, 1 bottle of EA/BX	$9.21	
170	Blood Glucose Test Strips, Assure Prism Multi 50/bx*Approved for Multipatient Use*	$9.79	
171	Curaplex Safety Lancet, 21g 100/BX 48BX/CS	$4.33	
172	Emergency blanket, 54in x 80in, yellow, hvy duty fluid impervious, ind wrapped 50ea/cs	$1.15	
173	Gauze sponge, basic economy, 4 in x 4 in, 8 ply, non-sterile, 200/bg 20bg/cs	$2.27	
174	Curaplex EMS Shears, Black, 5.5in 1/EA 300EA/CS	$0.62	
175	Gloves, Defender, XL, Standard 10 in Cuff, Nitrile, Powder Free, Slate Blue 100/bx 10bx/cs	$25.53	
176	BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS	$50.20	
177	Gloves, Frontline, 2XL, High Risk 12 in Cuff, Nitrile, Powder Free 90/bx 10bx/cs	$294.20	
178	BIOHAZARD BAG 1-6 GAL CAPACITY 11 IN X 14 IN 50/BX 10BX/CS ULTRA-TUFF	$65.02	
179	*DC-VEND-NO SUB *NON-RETURNABLE* SLEEVE WHITE GAUNTLET, ELASTIC OPENINGS, 18 IN 200/CS		
180	Curaplex Oxygen Nasal Cannula, Adult, Conventional, Green, 7 ft Tubing 50ea/cs	$0.20	
181	Curaplex Oxygen Nasal Cannula, Pediatric, Conventional, Green, 7 ft Tubing 50ea/cs	$0.20	
182	Curaplex Oxygen Mask, Infant, Elongated, Total NRB w/o Vent, Reservoir Bag, 7 ft Tubing 50ea/cs	$45.00	
183	Curaplex Burn Sheet, 60 inch x 90 inch, Sterile 50ea/cs	$1.20	

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184	Curaplex Select GreenLine/D Laryngoscope Blade, MAC 2, Fiber Optic, Child, Disposable 20ea/cs	$3.27	
185	Curaplex Select GreenLine/D Laryngoscope Blade, MAC 3, Fiber Optic, MED Adult, Disposable 20ea/cs	$3.27	
186	Curaplex Select GreenLine/D Laryngoscope Blade, MAC 4, Fiber Optic, LG Adult, Disposable 20ea/cs	$3.27	
187	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 0, Fiber Optic, Neonate, Disposable 20ea/cs	$3.27	
188	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 1, Fiber Optic, Infant, Disposable 20ea/cs	$3.27	
189	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 2, Fiber Optic, Child, Disposable 20ea/cs	$3.27	
190	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 3, Fiber Optic, MED Adult, Disposable 20ea/cs	$3.27	
191	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 4, Fiber Optic, LG Adult, Disposable 20ea/cs	$3.27	
192	*DC-USE 2442-BVM550 * Curaplex Select Resuscitation Bag, Child, #3 Mask, 7 ft, Reservoir, St Connect	$8.52	
193	MILITARY VERSION TRACTION SPLINT, FARETEC CT-6, W/BLACK BAG, 1/2 IN DIAMETER POLE	$104.47	
194	Hypodermic needle, regular bevel, 18 ga x 1 in., sterile 100/bx 20bx/cs	$2.68	
195	Sling, Arm, Standard, SM, Blue	$4.49	
196	Sling, Arm, Standard, LG, EA	$4.49	
197	Sling, Arm, Standard, MED, EA	$4.49	
198	Control-Cric, including Cric-knife, Cric-key, Square Obturator, Extension tube, Wedge		
199	Control-Cric Training Kit		
200	Curaplex Extrication Collar, Adult, Single-use, Adjustable, 8 Settings 30ea/cs	$4.38	
201	Curaplex Extrication Collar, Mini, Single-use, Adjustable, 6 Settings 30ea/cs	$4.38	
202	Posey Foam Limb Holders 1/PR	$2.89	
203	Carbon leg traction splint, CT-EMS, Civilian version, with blue bag, orange straps	$104.47	
204	Curaplex Patient Transporter 1ea 10ea/cs	$94.30	
205	Curaplex Disposable Penlight 6/pk, 60pk/cs	$3.84	
206	Curaplex Pressure Infuser, Bag, 1000ml 5/bx 5bx/cs	$32.95	

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207	INTRAVENOUS (IV) ADMINISTRATION SET NEEDLE FREE 1 Y SITE 1 VALVE 10 DROP 83 IN 50/CS	$1.09	
208	CATHETER INTRAVENOUS (IV) 22 GAUGE X 1 IN 50/BX 4BX/CS PROTECTIV PLUS	$1.33	
209	CATHETER INTRAVENOUS (IV) 16 GAUGE X 1.25 IN 50/BX 4BX/CS PROTECTIV PLUS	$1.33	
210	CATHETER INTRAVENOUS (IV) 24 GAUGE X 0.75 IN 50/BX 4BX/CS PROTECTIV PLUS	$1.33	
211	CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX 4BX/CS PROTECTIV PLUS	$1.33	
212	CATHETER INTRAVENOUS (IV) 20 GAUGE X 1 IN 50/BX 4BX/CS PROTECTIV PLUS	$66.50	
213	CATHETER INTRAVENOUS (IV) SAFETY 14 GAUGE X 1.25 IN 50/BX 4BX/CS PROTECTIV PLUS	$1.33	
214	IV Solution, Sodium Chloride 0.9% 25ml Fill in a 100ml Bag 116ea/cs	$324.80	
215	IV Admin Set, Pediatric 83 in, 60 Drop,1 Y-Site, 1 Valve 50ea/cs	$1.09	
216	IV Solution, Sodium Chloride 0.9% 100ml Bag, Singles 96ea/cs	$2.35	
217	ULTRA-SHORT BOARD RED NO PINS	$46.45	
218	AmbuMan Wireless		
219	Bite block / tongue depressor, semi rigid plastic, disposable 50ea/cs	$2.52	
220	Guedel Face Piece - Ambuman 5ea/pk		
221	Ambu Man Physio Control Fast Patch Training Cable		
222	AmbuMan Battery Pack		
223	Ambu Kit I.O. Access Kit		
224	AmbuMan Advanced		
225	VENATECH IM SUB Q SIMULATOR	$347.17	
226	Humerus Intraosseous (IO) Trainer	$336.42	
227	Curaplex NPA Kit Contains 20F-36F 9pk	$18.89	
228	Life/form Infant CRiSis Manikin, Deluxe Complete, w/Interactive ECG Simulators	$2,704.75	
229	ATROPINE 1MG 10ML LUER JET 1006B 10EA/PK	$79.89	
230	Emergency Tape, PediaTape, for Pediatric Patients, Measure length and estimate weight 2021 Version	$21.75	
231	THIAMINE 100MG/ML 2ML MDV 2122 25EA/PK 40PK/CS	$225.43	
232	GLUCAGEN DIAGNOSTIC KIT 1MG 2050	$223.38	

Attachment: ITB 21-087 AGENDA HenrySchein (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

233	Calcium Chloride 1gm, 10ml Luer Jet 1010B 10/BX	$98.37	
234	Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B 10ea/pk	$101.47	
235	NALOXONE 2MG 2ML LUER JET 1029B 10EA/CS	$374.29	
236	LIDOCAINE 2% 100MG 5ML LUER JET 1026B 10EA/PK	$45.05	
237	ATROPINE 1MG 10ML LIFESHIELD SYRINGE 1006A 10EA/BX	$143.60	
238	EPINEPHRINE 1:10000 1MG 10ML LIFESHIELD SYRINGE 1019A 10EA/BX	$69.69	
239	*MFCTR EXP DATE NOV 2021* QUELICIN 200MG 10ML VIAL*REFRIGERATION REQUIRED* 25EA/BX	$284.19	
240	*DCV-NO SUB * R-CAT Window for STEMI		
241	SODIUM BICARBONATE 8.4% LIFESHIELD SYRINGE 1035A 10EA/BX	$149.05	
242	DEXTROSE 50% 25GM, 50ML ANSYR SYRINGE 1013C 10EA/BX	$148.60	
243	C2 FENTANYL 0.05MG/ML 2ML SDV 25/BX	$52.49	
244	LTD QTY - Curaplex Endotracheal Tube with Stylette, 5.0mm, Cuffed 10ea/bx 10bx/cs	$1.33	
245	LTD QTY - Curaplex Endotracheal Tube with Stylette, 6.0mm, Cuffed 10ea/bx 10bx/cs	$1.33	
246	LTD QTY - Curaplex Endotracheal Tube with Stylette, 7.0mm, Cuffed 10ea/bx 10bx/cs	$1.33	
247	LTD QTY - Curaplex Endotracheal Tube with Stylette, 7.5mm, Cuffed 10ea/bx 10bx/cs	$1.33	
248	LTD QTY - Curaplex Endotracheal Tube with Stylette, 8.0mm, Cuffed 10ea/bx 10bx/cs	$1.33	
249	LTD QTY - Curaplex Endotracheal Tube with Stylette, 8.5mm, Cuffed 10ea/bx 10bx/cs	$1.33	
250	LTD QTY - Curaplex Endotracheal Tube with Stylette, 9.0mm, Cuffed 10ea/bx 10bx/cs	$1.33	
251	FORCEPS MAGILL INTUBATING CHILD 8 IN 12/BX	$3.41	
252	FORCEPS MAGILL INTUBATING ADULT 10 IN 12EA/BX	$3.50	
253	MICRO MIST NEBULIZER W/TEE, MOUTHPIECE AND 7 FT TUBING 50EA/CS	$0.85	
254	MASK REBREATHER ONLY INFANT 50EA/BX 395406		
255	Curaplex OB Kit Sealed Standard with Head Warmer	$113.22	
256	INTRAVENOUS (IV) ARMBOARD DISPOSABLE 3 IN X 18 IN 100/CS	$94.59	
257	GLUTOSE 15GM - LEMON FLAVOR 3/PACK 12PK/CS 2053	$12.16	$3.77

Attachment: ITB 21-087 AGENDA HenrySchein (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

258	ECG electrode, Medi-Trace 230, adult, foam, teardrop shape, cond. adhesive hydrogel, 30/pk (20PK/CS)	$3.81	
259	Electrode, Medi-Trace Mini, ECG monitoring, pediatric, foam, teardrop shape, adhesive hydrogel 5/pk	$119.83	
260	ONDANSETRON 4MG 2ML VIAL 25EA/BX	$9.74	
261	Kerlix roll, 3.4 in. x 3.6 yards, 6 ply, sterile in soft pouch, prewashed, 96ea/cs	$0.85	
262	Supraglottic Airway Tube Only, KING LTS-D, Size 2.5, Orange, Pedi 25-35kg, w/Suction Port 10ea/cs	$30.00	
263	Supraglottic Airway Tube Only, KING LTS-D, Size 2, Green, Pediatric 12-25kg, w/Suction Port 10ea/cs	$30.00	
264	Supraglottic Airway Tube Only, KING LTS-D, Size 3, Yellow, Adult 4-5 ft, w/Suction Port 10ea/cs	$28.33	
265	Supraglottic Airway Tube Only, KING LTS-D, Size 4, Red, Adult 5-6 ft, w/Suction Port 10ea/cs	$28.33	
266	Supraglottic Airway Tube Only, KING LTS-D, Size 5, Purple, Adult over 6 ft, w/Suction Port 10ea/cs	$28.33	
267	Lidocaine 2% 100MG 5ML Lifeshield Syringe 1026A	$42.76	
268	Atropine 1MG 10ML Lifeshield Syringe 1006A	$143.60	
269	Epinephrine 1:10000 1MG 10Ml Lifeshield Syringe 1019A	$69.69	
270	Calcium Chloride 1GM 10ML Lifeshield Syringe	$136.23	
271	Biohazard bag, 43 in. x 55 in., 55 gal, 3.0 mil, red with black print Biohazardous Waste 100/cs	$66.70	
272	Curaplex Oxygen Mask, Pediatric, Elongated, Total NRB, w/o Safety vent, 7 ft Tubing 50ea/cs	$31.67	
273	Curaplex Oxygen Mask, Adult, Elongated, High Conc, Total NRB w/o Vent, Reservoir Bag, Tubing 50ea/cs	$32.22	
274	Suction Catheter, 6 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$0.14	
275	Suction Catheter, 8 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$0.14	
276	Suction Catheter, 10 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$0.14	
277	Suction catheter, 12 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$0.14	
278	Suction Catheter, 14 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$0.14	

Attachment: ITB 21-087 AGENDA HenrySchein (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

279	Suction catheter, 16 Fr, coiled, w/ whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$0.14	
280	Suction catheter, 18 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$0.14	
281	Curaplex Yankauer Suction Kit, Bulb Tip and Tubing w/Control Vent, 1/4 in ID x 6 ft Tubing 20ea/cs	$36.00	
282	STETHOSCOPE BLACK 22 IN 20/CS SPRAGUE	$4.67	
283	I.V. armboard, 2 in. x 4 in., corrugated core, foam padding covered in white vinyl, disp, 50 ea/cs	$36.94	
284	I.V. armboard, 2 in. x 6 in., corrugated core, foam padding, covered in vinyl, disp 50ea/cs	$40.23	
285	IV armboard, 2in x 9in, corrugated core, foam padding covered in white vinyl, disposable 50/cs	$55.37	
286	SUCTION UNIT ASPIRATOR TYPE LATEX FREE 40EA/BX MECONIUM	$5.57	
287	Albuterol Sulfate 0.5%, 2.5 mg / 0.5 mL Unit Dose, Inhalation Solution Nebulizer Vial 30 Vials/BX	$3.87	
288	IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile 100ea/bx 4bx/cs	$27.98	
289	Bumetanide 2.5mg, 10ml Vial 10/bx	$32.23	
290	Diltiazem, 25mg, 5ml Vial *Refrigerate* 10ea/Box	$35.71	
291	C4 Lorazepam, 2mg, 1ml Vial *Refrigerate* 25/Box	$22.84	
292	EXT SET INTRAVENOUS (IV) REGULATOR WITH INJECTION SITE 20 IN (50/CS)	$3.99	
293	NAIL POLISH REMOVER PAD, 1 1/4 INCH X 2 5/8 INCH, ACETONE FREE 100/BX 10BX/CS	$3.52	
294	IV Solution, Sodium Chloride 0.9% 500ml Bag 24ea/cs	$3.28	
295	IV Solution, Sodium Chloride 0.9% 1000ml Bag 12ea/cs	$3.35	
296	POVIDONE IODINE (PVP) PREP PADS 100/BX 10BX/CS	$2.72	
297	C2 Morphine 10mg 1ml Vial 25/bx	$69.59	
298	Ondansetron 4mg, 2ml vial 25EA/BX	$9.74	
299	LTD QTY - Curaplex Ring Cutter	$4.92	
300	SYRINGE ONLY LUER LOCK 60CC (#3SS-60L) 25/BX	$8.50	
301	SYRINGE ONLY LUER LOCK 20-25CC 50/BX 10BX/CS 26280	$9.22	
302	NEEDLE HYPODERMIC 25 GAUGE X 1 IN 100/BX 20BX/CS	$2.95	

Attachment: ITB 21-087 AGENDA HenrySchein (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

303	NEEDLE HYPODERMIC 22 GAUGE X 1 IN 100/BX 20BX/CS	$1.35	
304	INTRAOSSEOUS (IO) NEEDLE 15 GAUGE, JAMSHIDI, ADJUSTABLE LENGTH FROM 3/8 IN TO 1 7/8 INCH 10/CS	$20.88	
305	BLUNT FILTER NEEDLE 18 GA X 1.5 100/BX 10BX/CS	$14.59	
306	Curaplex Sharps Solo, Sharps container with one time lockable seal, 6.5 in 24ea/cs	$1.22	
307	MANIKIN AIRWAY MANAGEMENT TRAINER WITH CARRY BAG CHILD - 3 YEAR OLD	$667.99	
308	INTRAOSSEOUS (IO) INFUSION TRAINER SIMULATOR	$553.67	
309	INTRAOSSEOUS (IO) BONES 10/PK	$149.99	
310	MANIKIN SKIN REPLACEMENT KIT 2 PAIR/PK	$97.39	
311	INJECTABLE TRAINING ARM ADULT, WHITE SKIN	$477.42	
312	LTD QTY - Curaplex Endotracheal Tube with Stylette, 4.0mm, Cuffed 10ea/bx 10bx/cs	$1.33	
313	Curaplex IV Start Kit, incl IV Guard, Alcohol Prep, 2x2 Gauze, LF Tourniquet 100EA/CS	$56.61	
314	SPLINT, SAM, ORANGE/BLUE, ROLLED, 4.25 IN X 36 IN 60/CS	$3.00	
315	LTD QTY - Curaplex Laryngoscope Handle, Fiberoptic, Adult	$32.48	
316	I/O LEG W/STAND	$273.54	
317	Sodium Bicarbonate 8.4% Lifeshield Syringe 1035A	$149.05	
318	Etomidate, 20mg, 10ml Vial 10EA/BX	$73.99	
319	AMIDATE (ETOMIDATE) 40MG, 20ML VIAL 10EA/BX	$58.66	
320	Curaplex IV Start Kit w/Tegaderm, Alcohol Prep,2x2 Sponge,1 In Clear Tape,LF Tourniquet 1ea 50ea/cs	$100.76	
321	Assure Prism Orange Kit ADVANCED	$0.00	
322	GO-PAP with Neb- Connect Capno Kit: Adult Lg Mask, Cap Style Headgear, ETCO2	$42.55	
323	Case, Pelican 1500EMS, Orange with EMS Insert in Lid, Padded Dividers, 18 1/2 in. x 14 in x 7 in		
324	Case, Pelican 1600EMS, Orange with EMS Dividers, OD 24 1/4 in L x 19 7/16 in x 8 11/16 in		
325	IV Solution, Dextrose 10% 250ml Bag 24ea/cs	$3.03	
326	Berman airway, 70 mm, white, non-sterile, individually wrapped 50ea/bx	$0.15	
327	GO-PAP/Capno Kit with BiTrac ED w/ NEB - Adult Medium	$365.18	
328	GO-PAP/Capno Kit with BiTrac ED w/ NEB - Adult Large	$365.18	

Attachment: ITB 21-087 AGENDA HenrySchein (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

329	IV Solution, Sodium Chloride 0.9% 1000ml Bag 12ea/cs	$3.35	
330	Nasopharyngeal airway NP, 12 Fr, adjustable flange, disposable, sterile 10ea/bx	$24.44	
331	Nasopharyngeal airway kit, LF, Robertazzi, incl 20, 22, 24, 26, 28, 30, 32, 34 and 36 Fr, w/jelly	$18.89	
332	*DC-VEND-NO SUB * Electrodes, Red Dot, Diaphoretic Foam, Adult, 2.2in x 2 in w/o Abrader 50/bg 20bg	$8.24	
333	Curaplex Nebulizer Kit, BVM Connection, Latex Free		
334	Aspirin 81mg Chewable, Orange Flavor 36/Bottle	$0.87	
335	ALBUTEROL 0.083% 2.5MG/3ML 25VIALS/BX	$3.44	
336	C3 Ketamine 50mg/ml, 10ml Vial 10/ box	$74.03	
337	IPRATROPIUM BROMIDE 0.02%, 0.5MG/2.5ML UNIT DOSE 25/BX	$3.08	
338	IPRATROPIUM BROMIDE 0.02% 0.5MG/2.5ML 30/BX	$6.21	
339	SET IV EXT FLOW CONTROLLER MICROCLAVE CLEAR NEEDLE-FREE CONN 1/EA 50EA/CS	$116.50	
340	INTRAVENOUS (IV) ARMBOARD 1 IN X 4 IN 50/CS	$22.84	
341	EXTENSION WITH AMSAFE NEEDLELESS INJECTION SITE 8 IN 100/CS	$87.77	
342	NARCOTIC BOX, CLEAR TOP W/ LOCK, 6.25 IN W X 7.25 IN L X 1.125 IN H		
343	Oxygen Regulator, 0-25 Liter 2 DISS	$24.94	
344	WIPES BLEACH MICRODOT (160/TUB)	$97.67	
345	EYE PAD STERILE OVAL 2 5/8 IN X 1 5/8 IN 50/PK 12PK/CS	$4.23	
346	BANDAGE TRIANGULAR 40 IN X 40 IN X 56 IN 12EA/BG 20BG/CS	$0.16	
347	MANIKIN AIRWAY MANAGEMENT TRAINER INFANT	$987.31	
348	LAERDAL AIRWAY MANAGEMENT TRAINER	$1,904.77	
349	DELUXE CHILD CRISIS MANIKIN W/ARRHYTHMIA SIM	$4,175.21	
350	ARS for Needle Decompression, 14 ga x 3.25 in, w/Protective Case, Orange Band/Hub	$7.43	
351	Berman Airway 50MM Individually Wrapped Lt. Blue 50/BX	$0.14	
Grand Total		$28,693.35	$3.77

Attachment: ITB 21-087 AGENDA HenrySchein (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/02/2021

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Columbus OH Office
445 Hutchinson Avenue
Suite 900
Columbus OH 43235 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Noetic Specialty Insurance Co	17400
INSURER B:	Hartford Fire Insurance Co.	19682
INSURER C:	Sentinel Insurance Company, Ltd	11000
INSURER D:	Hartford Casualty Insurance Co	29424
INSURER E:		
INSURER F:		

INSURED
Sarnova, Inc., Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin OH 43016 USA

COVERAGES **CERTIFICATE NUMBER:** 570089713347 **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,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	Y	Y	33UUNVG3435	12/01/2020	12/01/2021	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 $300,000 $10,000 $1,000,000 $2,000,000 Excluded
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y	Y	33 UUN VG3435	12/01/2020	12/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
D	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000			33RHUVG1892	12/01/2020	12/01/2021	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A	Products Liab	Y	Y	N20OH380024 Claims Made	12/01/2020	12/01/2021	Aggregate Limit Agg Deductible Per Occ Limit	$10,000,000 $150,000 $10,000,000

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 in accordance with the policy provisions of the General Liability, Products Liability and Automobile Liability policies. A Waiver of Subrogation is granted in favor of the Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Products Liability policies.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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Attachment: ITB 21-087 AGENDA BoundTree (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

AGENCY CUSTOMER ID: 570000037575

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Sarnova, Inc., Bound Tree Medical, LLC
POLICY NUMBER: See Certificate Numbe 570089713347	
CARRIER: See Certificate Numbe 570089713347 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Products Liab	Y	Y	N20OH380024 Claims Made	12/01/2020	12/01/2021	Per Occ Deductible	$50,000

ACORD 101 (2008/01)

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Attachment: ITB 21-087 AGENDA BoundTree (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

SARNINC-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/5/2021

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
Thompson Flanagan Executive Liability Group
626 W. Jackson Blvd. 5th Floor
Chicago, IL 60661

CONTACT NAME: Daniel R. Gunter
PHONE (A/C, No, Ext): (312) 239-2890
FAX (A/C, No): (312) 263-1551
E-MAIL ADDRESS: dgunter@thompsonflanagan.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co. of America	25674
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sarnova, Inc. Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
P.O. Box 8023
Dublin, OH 43016

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 Y / N						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A	X	UB 3P279151	12/1/2020	12/1/2021	E.L. EACH ACCIDENT	$ 1,000,(
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,(
							E.L. DISEASE - POLICY LIMIT	$ 1,000,(

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
A waiver of subrogation is in favor of Citrus County, Florida with respect to Workers Compensation where required by written contract with the named insured.

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
Corbin S Flanagan

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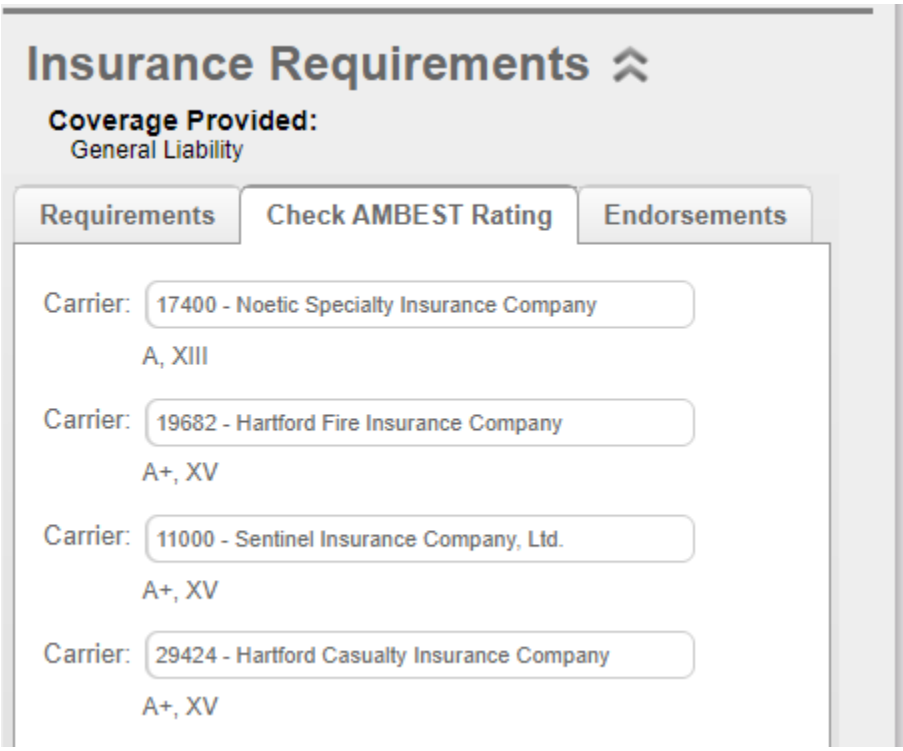
Attachment: ITB 21-087 AGENDA BoundTree (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

AMBEST 12-2021 BoundTree



Workers Comp

Travelers Property Casualty Company of America

AMB #: 004461 **NAIC #: 25674** **FEIN #: 362719165**

Domiciliary Address
One Tower Square
Hartford, Connecticut 06183United States
Web: www.travelers.com
Phone: 860-277-0111
Fax: 844-816-9447
AM Best Rating Unit: AMB #: 018674 - Travelers Group
Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

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, 1972

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

Attachment: ITB 21-087 AGENDA BoundTree (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

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

Bound Tree Medical, LLC, (Contractor).

2.0 Designated Contact Person as to County:

Craig Stevens, Fire Chief
Citrus County Fire Services
3600 W. Sovereign Path
Lecanto, Florida 34461
Phone: 352-527-5406
Email: craig.stevens@citruscountyfire.com

3.0 Designated Contact Person as to Contractor:

Jon McGrew, Associate VP
Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd
Dublin, Ohio 43016
Phone: 800-533-0523
Fax: 877-311-2437
Email: submitbids@boundtree.com

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

5.0 Entire Agreement: This Agreement, and any associated Addenda or Amendments shall constitute the entire Agreement between Vendor and County.

6.0 Agreement Documents:
1. Exhibit "A" – Bid Pricing

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement, with an option to renew for one (1) additional, three (3) year period. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The 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.

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8.0 Modification of Agreement: This Agreement may only be modified or amended upon mutual written agreement of County and Vendor. No oral agreements or representations shall be valid or binding upon County or Vendor. No alteration or modification of the Agreement terms shall be valid or binding against County. Vendor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto the Vendor's documents forwarded by Vendor for payment. The County's acceptance of the Commodity furnished by Vendor or the payment for such shall not constitute acceptance of any proposed modification to terms and conditions.

9.0 Commodity Provided by Vendor: The Commodity to be provided by Vendor is Emergency Medical Supplies including Medications used by Fire Rescue. All purchases made by County shall be on an as-needed basis and County does not guarantee any volume of Commodity purchased during the term of this Agreement.

10.0 Compensation to Vendor: Compensation to be paid to Vendor for the provision of the Commodity and Services agreed to herein shall be per the unit pricing noted in Exhibit "A", attached to this Agreement. An increase in Pricing may be considered by County for each year after the initial year. The request to increase the fees must be made in writing to County supported by a detailed justification by furnishing bona-fide manufacturer's documents or a price list reflecting the changes that warrants the requested increase. The request must be submitted at least ninety (90) calendar days prior to the increase of price taking effect. Such increases shall be limited to the actual cost increase to the Vendor.

County may, in its sole discretion, make an equitable adjustment in the pricing at any time during the term of the Agreement if pricing or availability of supply is affected by extreme and unforeseen volatility in the market place, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond Vendor's control, (2) the volatility affects the market place or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects Vendor that continued performance of the Agreement would result in a substantial loss to Vendor, all of which must be substantiated by Vendor.

If County identifies, or Vendor recommends, any additional Commodities to be provided by Vendor, that are not covered under the original Agreement, the fees for such additional Commodities shall be mutually negotiated between County and Vendor and be made a part of this Agreement by a written Amendment.

11.0 Payment of Payment Requests:

11.1 Payment Requests: 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.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Vendor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

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11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Vendor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: A purchase order will be issued to Vendor for each individual purchase of Commodities covered under this Agreement. Except for purchases made with a County Procurement Card and purchases made 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. County retains the option to use the County procurement card for the purchase of Commodity covered under the payment request in lieu of issuing a purchase order.

11.6 ACH Enrollment: All Vendors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Vendor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Transportation and Delivery: Transportation of the Commodities shall be FOB Destination Point, which is detailed in the Purchase Order. Vendor, within five (5) days after receiving a purchase order, shall notify County of any potential delivery delays. Evidence of inability or intentional delays shall be cause for cancellation of the Agreement and Vendor suspension.

13.0 Warranties: The manufacturer's warranty shall apply to all commodities provided under the Agreement against defects in materials and workmanship for a minimum period of one (1) year from County's acceptance of the commodities. Should any defects appear during the warranty period, Vendor shall assist County with filing a warranty claim with the manufacturer immediately upon receipt of written notice from County, at no additional expense to County.

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

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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 KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.KINCH@CITRUSBOCC.COM; PHONE: (352)527-5235

15.0 Insurance: During the term of the Agreement, Vendor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Vendor. Vendor shall provide County a certificate(s) of insurance, evidencing such coverage.

15.1 Minimum Insurance Requirements: Vendor shall procure and maintain for the duration of the Agreement contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees or sub-vendors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Vendor against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Vendor under this contract.

15.2 Commercial General Liability: Vendor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

15.3 Other Insurance Provisions:

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

15.3.2 The proposal number should be noted on the certificate **ITB 21-087**

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

15.3.4 All required insurance policies must be maintained until Vendor's work under this Agreement has been accepted by County.

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

15.3.6 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

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officials, employees or volunteers shall be excess of Vendor's insurance and shall be non-contributory.

15.3.7 For all policies of insurance: Vendor and its insurance carrier waive all subrogation rights against County for all losses or damages that occur during the term of the Agreement and for any events occurring during the Agreement period, whether the suit is brought during the Agreement period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

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

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

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

15.3.11 All Certificates must show that Vendor's policies have been endorsed per the requirements.

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

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

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17.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Vendor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Vendor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

18.2 Assignment: Neither County nor Vendor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Vendor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Vendor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Vendor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

18.4 Compliance with Laws: Vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety, E-Verification System, Immigration and Nationality Act and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

18.5 Conflict of Interest: Vendor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner with the performance of the services covered under this Agreement. Furthermore, Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the making of this Agreement. Vendor, and its sub-vendors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Vendor or its sub-vendors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Vendor, and its sub-vendors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

> *"No member, officer, or employee of the sub-vendor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

18.6 County Funds: Due to budgetary constraints, if funding is not available to purchase commodities covered under the Agreement, County reserves the right to modify the terms and conditions of the Agreement, or to terminate the Agreement, if it is in the best interest of County. In accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying Local, State or Federal Agencies.

18.7 Debarment: Vendor certifies to the best of its knowledge and belief, that Vendor and its principals: 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency;

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2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and, 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

18.8 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of Agreement, mistake, misrepresentation, or other cause for modification or rescission of the Agreement, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Vendor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on the Vendor. The decision shall be final and conclusive.

18.9 Drug Free Workplace: Vendor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

18.10 Employees, Sub-vendors and Agents: All Vendor's employees, sub-vendors, and agents shall be properly trained to meet or exceed any specified training qualifications required in order for Vendor to supply the Commodities pursuant to the Agreement. Upon request, Vendor shall furnish a copy of certification or other proof of qualification. All employees, sub-vendors, and agents of Vendor must comply with all security and administrative requirements of County. County may conduct, and Vendor shall cooperate in, a security background check or otherwise assess any employee, sub-vendor, and agent of Vendor. County may refuse access to, or require replacement of, any of Vendor's employees, sub-vendors and agents for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with Vendor's security or other requirements. Such refusal shall not relieve Vendor of its obligation to comply with the Agreement. County may reject and bar from any facility for cause any of Vendor's employees, sub-vendors, or agents. County shall have the right to review and approve any sub-vendor used by Vendor. Vendor shall be fully responsible to County for the acts and omissions of its sub-vendors, and persons directly or indirectly employed by them. It is Vendor's responsibility to ensure that their sub-vendors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

18.11 Equal Employment Opportunity: Vendor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Vendor shall furnish pertinent information regarding its employment policies and practices as well as those of its proposed sub-vendors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-vendor hired by Vendor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Vendor. Sub-contracts entered into by Vendor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-vendor. Additionally, Vendor shall insert in its sub-contracts a clause requiring sub-vendors to include these provisions in any lower tier sub-contracts that may in turn be made. Vendor shall comply with all State laws and local ordinances, except that any preferential consideration of local in-state sub-vendors is NOT allowed.

18.12 E-Verification System: Vendor shall comply with the Executive Order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Vendor during the contract term to perform any duties within Florida, and; (2) all persons,

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including sub-vendors, assigned by Vendor to perform work pursuant to this Agreement. Vendors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.13 Force Majeure, Notice of Delay, and No Damages for Delay: Vendor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Vendor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, hurricanes, or other similar cause wholly beyond Vendor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to Vendor. In case of any delay Vendor believes is excusable, Vendor shall notify County in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if Vendor could reasonably foresee that a delay could occur as a result, or, (2) if delay is not reasonably foreseeable, within five (5) days after the date Vendor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages shall be asserted against County. Vendor shall not be entitled to payment of any kind from County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Vendor shall continue to provide the Commodity at no increased cost, unless County determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to County, in which case County may terminate the Agreement in whole or in part.

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

18.15 Immigration and Nationality Act: Vendor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may constitute immediate termination of said Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement by County if Vendor knowingly employs unauthorized aliens.

18.16 Lobbying: Vendor shall not, in connection with the Agreement, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or, (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

18.17 Non-Collusion: Vendor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Vendor intends to do the work with its own bona fide employees or sub-vendors and has not provided a response for the benefit of another Vendor. Furthermore, Vendor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

18.18 Patent and Copyright Responsibility: Any material, design or supplied specified by Vendor or supplied by Vendor pursuant to this Agreement shall not knowingly infringe any patent or copyright,

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and Vendor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Vendor in the performance of the services.

18.19 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the commodities provided by Vendor comply with the Agreement requirements. Vendor shall at all times during the Agreement term remain responsive and responsible. Vendor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Vendor to supply the Commodities pursuant to the Agreement. If County determines that Vendor does not meet these qualifying conditions, or that the commodities proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Vendor is not relieved from fulfilling all Agreement requirements.

18.20 Protection of Persons: Vendor will be responsible for the safety of its employees and the employees of its sub-consultants and subcontractors, during the provision of their Services. Vendor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Vendor shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Vendor employee, sub-consultant or sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.21 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18.22 Relationship: Vendor is an independent contractor to County and is not an employee, agent, joint-venture, or partner of County.

18.23 Risk of Loss: Until the commodities have been accepted by County, risk of loss or damage to the commodities and any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the commodities, or the ordering of or delivery of same, shall remain with Vendor.

18.24 Security and Confidentiality: Vendor shall comply fully with all security procedures of County in the performance of the Agreement. Vendor shall not divulge to third parties any information obtained by Vendor or its agents, distributors, resellers, subcontractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Vendor shall be permitted to release information to third parties if such information is publicly available through no fault of Vendor, information that Vendor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Vendor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

18.25 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

18.26 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Attachment: ITB 21-087 AGENDA BoundTree (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

18.27 Taxes: County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All sales made by Vendor to County are exempt provided County makes payment directly to Vendor. Otherwise, the Vendor shall pay all applicable sales, consumer, use and other similar taxes required to be paid by Vendor in accordance with the laws and regulations of the State of Florida. County will not pay for any personal property taxes levied on Vendor or for any taxes levied on Vendor's employees' wages.

18.28 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

19.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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Attachment: ITB 21-087 AGENDA BoundTree (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

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

BOUND TREE MEDICAL, LLC

Signature of Witness (1)

Chad Truini
Printed Name of Witness (1)

Signature of Witness (2)

Tyler Craig
Printed Name of Witness (2)

BY: _____
JON MCGREW, ASSOCIATE
VICE PRESIDENT PRICING

STATE OF Ohio
COUNTY OF Franklin

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 13th day of October, 2021, by Jon McGrew as AVP of Pricing who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 13th day of October, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: Adrianne Shough
Commission No.: N/A
Expiration Date: 9/7/25

SEAL

ADRIANNE SHOUGH
Notary Public, State of Ohio
My Commission Expires:
September 07, 2025

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

ATTEST:

ANGELA VICK, CLERK

BY: _____
, CHAIRMAN

DATE: _____

Attachment: ITB 21-087 AGENDA BoundTree (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

EXHIBIT "A"

Item	Description	BoundTree -Price	BoundTree -Econ Price
1	bite stick, latex free 10ea/pk	$3.80	
2	IV Solution, Sodium Chloride 0.9% 100ml Bag 16/pk 6pk/cs Baxter	$30.70	
3	LIDOCAINE 2% 100MG 5ML ANSYR SYRINGE 1026C 10EA/BX	$39.16	
4	Adrenalin (Epinephrine) 1mg, 1ml (1:1000) Vial 25ea/pk	$471.15	
5	BITE STICK PLASTIC SINGLES 10EA/BG	$0.40	
6	Endotracheal Tube Holder, Thomas, Pediatric/Child, for ET/SGA Tubes 4.3mm ID to 15.8mm OD	$2.95	
7	Endotracheal Tube Holder, Thomas, Adult, for ET/SGA Tubes 6.5mm ID to 21mm OD	$2.70	
8	Berman Airway Size 00 40MM Infant Pink 50/BX Bulk	$0.15	
9	Berman Airway Size 1 60MM Child Black 50/BB Bulk	$0.15	
10	Curaplex Airway Berman Kit, Bagged, Sizes 00, 1, 3, 4, 5, 6	$1.68	
11	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 12 FRENCH 10/BX RUSCH	$1.88	
12	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 14 FRENCH 10/BX RUSCH		$1.47
13	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 16 FRENCH 10/BX RUSCH		$1.47
14	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 18 FRENCH 10/BX RUSCH		$1.47
15	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 20 FRENCH 10/BX RUSCH		$1.47
16	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 22 FRENCH 10/BX RUSCH		$1.47
17	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 24 FRENCH 10/BX RUSCH		$1.47
18	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 26 FRENCH 10/BX RUSCH		$1.47
19	FIBER OPTIC MEDIUM HANDLE COMPATIBLE FOR ALL GREEN BLADES	$51.25	
20	Laryngoscope Blade, Greenline, Mac 2, Fiber Optic, Disposable, Stainless Steel 20/BX	$3.57	
21	Laryngoscope Blade, Greenline, Mac 3, Fiber Optic, Disposable, Stainless Steel 20/BX	$3.57	

Attachment: ITB 21-087 AGENDA BoundTree (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

22	Laryngoscope Blade, Greenline, Mac 4, Fiber Optic, Disposable, Stainless Steel 20/BX	$3.57
23	Laryngoscope Blade, Greenline, Miller 0, Fiber Optic, Disposable, Stainless Steel 20/BX	$3.57
24	Laryngoscope Blade, Greenline, Miller 1, Fiber Optic, Disposable, Stainless Steel 20/BX	$3.57
25	Laryngoscope Blade, Greenline, Miller 3, Fiber Optic, Disposable, Stainless Steel 20/BX	$3.57
26	Laryngoscope Blade, Greenline, Miller 4, Fiber Optic, Disposable, Stainless Steel 20/BX	$3.57
27	LTD QTY - ENDOTRACHEAL TUBE 24 FRENCH 6.0MM 10/BX ENDOTROL	$9.89
28	ENDOTRACHEAL TUBE 28 FRENCH 7.0MM 10/BX ENDOTROL	$9.11
29	LTD QTY - ENDOTRACHEAL TUBE 32 FRENCH 8.0MM 10/BX ENDOTROL	$9.89
30	Adenosine 6mg, 2ml Luer Locking PFS 10ea/bx	$140.61
31	Adenosine 12mg, 4ml Luer Lock Syringe 10/BX	$261.02
32	NITRO-BID 2% OINTMENT 1GM UD 48/BX	$144.45
33	Nasal Narcan Spray 4mg, 0.1ml, (Naloxone)	$93.74
34	DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL 25 VIALS/PK	$31.59
35	Solu-Medrol, 125mg, 2ml ACT-O-VIAL 25EA/BX	$297.72
36	*MFG B/O - SEE 8-0436-11* Nitrostat 0.4Mg Tabs SL 25/BT	$11.61
37	*DC-USE 0436-11 or 3304-03 * NITROSTAT 0.4MG TABS SL 4BT/BX	$53.98
38	NitroMist 400 mcg Spray, 4.1 gm Bottle, 90 metered doses	$185.44
39	Bulb syringe, ear/ulcer, 2 oz, vinyl, non- sterile 200/cs	$0.28
40	Glucagon 1mg Emergency Kit	$280.00
41	Labetalol 5mg/ml 20ml MDV Bottle	$3.57
42	*MFG B/O SEE 0582-82* Glucagon 1mg, 1ml vial kit with 1ml Sterile Water	$165.00
43	Amiodarone 150MG 3ML Vial	$26.54
44	*MFG B/O - SEE 9875-20* AMIODARONE 150MG 3ML VIAL 25EA/PK 30PK/CS	$26.54
45	Magnesium Sulfate 50% 5gm, 10ml vial 25EA/BX	$62.10
46	ADENOSINE 12MG 4ML SDV 10/BX 2001A	$132.36
47	Tetracaine Hydrochloride (HCL) 4ml, 12ea/bx 4ml Bottle and Dropper/Blister Pack	$191.94

Attachment: ITB 21-087 AGENDA BoundTree (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

48	BANDAGE ELASTIC LATEX FREE 3 IN 50RLS/CS	$3.71	
49	BANDAGE ELASTIC LATEX FREE 4 IN 10RLS/BX 5BX/CS	$5.09	
50	GAUZE PADS STERILE 12 PLY 4 IN X 4 IN 1/PK 100PK/BX 12BX/CS	$3.75	
51	BANDAGE ADHESIVE FLEXIBLE 1 IN X 3 IN, LF 100/BX 12BX/CS JOHNSON AND JOHNSON		$1.25
52	ABDOMINAL PADS STERILE 5 IN X 9 IN 25/TR 16TR/CS COMBINE	$2.20	
53	Adenosine 6mg, 2ml Vial	$27.85	
54	Diphenhydramine 50mg/ml 1ml sdv 2035-Benadryl	$5.94	
55	Curaplex TritonGrip SE Gloves, SM, Blue Nitrile, Powder Free 100/bx 10bx/cs	$21.00	
56	Curaplex TritonGrip SE Gloves, MED, Blue Nitrile, Powder Free 100/bx 10bx/cs	$21.00	
57	Curaplex TritonGrip SE Gloves, LG, Blue Nitrile, Powder Free 100/bx 10bx/cs	$21.00	
58	Curaplex TritonGrip SE Gloves, XL, Blue Nitrile, Powder Free 90/bx 10bx/cs	$21.00	
59	Adenosine 12mg 4ml SDV	$38.99	
60	Gloves, ApexPro LC 100, 2XL, Nitrile, Powder Free, White Exterior/Black Interior, 12 in 90/bx 10bx/c	$29.49	
61	Epinephrine 1mg, 1ml ampule 1ea 10ea/pk	$131.83	
62	Germicidal Wipe, SaniZide Plus, 6 inch x 6.75 inch, 160/tub 12tub/cs		$6.29
63	IV stopcock, Smiths, three way w/swivel 50ea/cs	$0.68	
64	Tape, Clear Surgical, Dynarex 3574, 3 in x 10 yd 4/bx 12bx/cs	$8.62	
65	*DC-USE 1515272 * Curaplex Transparent Surgical Tape, 10 yds, 2inch, 6/bx, 12bx/cs		$8.16
66	*DC-BTM-USE 1110-08404 * Curaplex Transparent Surgical Tape, 10 yds, 3inch, 4/bx, 12bx/cs		$8.62
67	Curaplex Cloth (Silk) White Adhesive Tape, 10 yds, 1inch 12/bx, 12bx/cs	$8.35	
68	LTD QTY - Curaplex Paper Adhesive Tape, White, 10 yds, 1inch 12/bx, 12bx/cs		$3.75
69	Curaplex Conforming Stretch Gauze Bandage, Non-Sterile 4in 12rl/bg, 8bg/cs		$1.07
70	Curaplex Fabric Adhesive Bandage, 1in x 3in, 100/BX 60BX/CS	$1.25	
71	Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch 100ea/bx 10bx/cs	$0.11	
72	Needle, Exel, hypodermic, regular bevel, 22 ga x 1 1/2 in 100ea/bx 20bx/cs	$0.06	
73	Dopamine 400MG/D5W 250Ml Bag 18EA/CS	$257.75	

Attachment: ITB 21-087 AGENDA BoundTree (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

74	Curaplex Sterile, Gauze Pad, Woven, 2in x 2in, 12-ply, 100PK/BX 24BX/CS	$1.40	
75	Curaplex Sterile, Gauze Pad, Woven, 4in x 4in, 12-ply, 100PK/BX 12BX/CS	$3.00	
76	Curaplex Vented TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in ; 1 Vent/1 Non-Vent in PK	$11.87	
77	Curaplex Blanket, Silver Mylar Emergency, 52 in x 82 in 200ea/cs	$0.48	
78	Curaplex Stylette, ET Tube Introducer, 10 Fr (4.0 - 6.5) 1/EA 20EA/BX 10BX/CS		$2.70
79	Dopamine 400MG/D5W 250Ml Bag	$14.22	
80	Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX 20BX/CS	$1.90	
81	Curaplex Lubricating Jelly, Foil Packet 2.7g 144EA/BX 12BX/CS	$6.00	
82	Lubricating Jelly, MediChoice, Sterile, 5 gm packet, 1/EA 600EA/CS	$0.16	
83	Ammonia Inhalant, Ampules 10/bx	$3.38	
84	Curaplex Cold Pack - Small - 5in x 5 in 1/EA 50EA/CS	$0.20	
85	Magnesium Sulfate 50% 5gm, 10ml vial	$7.59	
86	Naloxone 2mg, 2ml prefilled fixed needle syringe 10ea/pk	$392.03	
87	BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERLIX	$0.83	
88	BANDAGE ROLL STERILE 4 1/2 IN x 4.1 YARDS 100/CS KERLIX		$0.57
89	Curaplex IV Catheter, ClearSafe Comfort, 14 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	$1.32	
90	Curaplex IV Catheter, ClearSafe Comfort, 16 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	$1.32	
91	Curaplex IV Catheter, ClearSafe Comfort, 18 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	$1.32	
92	Curaplex IV Catheter, ClearSafe Comfort, 20 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	$1.32	
93	Curaplex IV Catheter, ClearSafe Comfort, 20 ga x 1 in, Safety 50ea/bx 4bx/cs	$1.32	
94	Curaplex IV Catheter, ClearSafe Comfort, 22 ga x 1 in, Safety 50ea/bx 4bx/cs	$1.32	
95	Curaplex IV Catheter, ClearSafe Comfort, 24 ga x 3/4 in, Safety 50ea/bx 4bx/cs	$1.32	
96	Curaplex Select Defib Pads, Zoll Adult/Child Combo, Leads Out Direct Connect >10KG/22LBS 10pr/cs	$20.37	
97	Curaplex Select Defib Pads, Physio Adult/Child Combo, Leads Out Direct Connect >10KG/22LBS 10pr/cs	$20.37	
98	Syringe Only, 10cc, Luer Lock, 100ea/bx 12bx/cs	$0.12	

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99	Syringe, Luer Lock, 3cc, 100ea/bx 10bx/cs	$0.07
100	Syringe Only, 20cc, Luer Lock, 100ea/bx, 8bx/cs	$0.28
101	Syringe, Luer Lock, 10-12cc, 100ea/bx 8bx/cs	$0.19
102	Syringe Only, 3cc, Luer Lock, 100ea/bx 24bx/cs	$0.08
103	Curaplex Multi-Trauma Dressing, 12 in x 30 in, Sterile, 50ea/cs	$1.18
104	Curaplex Select Multi-Function Defib Pads, Physio-Control Pediatric/Infant <10kg/22lb 10pr/cs	$17.21
105	LTD QTY - Curaplex Backboard Strap, Orange, 5 ft, Side Release Buckle, Loop Lock, Polypropylene	$2.00
106	BLOOD PRESSURE CUFF NAVY SIZE 9 CHILD PROSPHYG 775	$6.05
107	BLOOD PRESSURE CUFF NAVY SIZE 12 LARGE ADULT PROSPHYG 775	$6.65
108	Curaplex IV Admin St, 10 Drp, 83in,Pre-Prcd Y-Site, SrLk Ndle-Free Y St, Rotat Male LL 1/EA 50EA/CS	$0.98
109	Curaplex IV Admin Set, 60Drp, 83in,PP Y-Site, Sure-Lok Ndle-Free Y-Site, Rotat Male LL 1/EA 50EA/CS	$1.14
110	IV ADMIN Ext Set, Dial-a-Flo Flow Controller, 18 inch, Prepierced Y-site, Option Lok, Female Adap	$5.46
111	Curaplex 8" Exten Set, Rmvble Sure-Lok, NeedleFree Connect, Rotating Male LL 1/EA 50EA/CS	$0.90
112	FILTERLINE SET, NON HUMIDIFIED, INTUBATED, ADULT/PEDIATRIC 100EA/BX	$62.85
113	SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100EA/BX	$87.80
114	Stopcock, 3-way, w/2 Female Luer Lock Syringe Attachment, 1 Male Spin-Lock Connector 100ea/cs	$0.89
115	Curaplex Sharps Container, 4 Quart 1/EA 12EA/CS	$3.69
116	Combat Application Tourniquet (CAT) Orange, Gen 7, One-handed Tourniquet - Windlass System	$23.73
117	14 QT FRIDGE/FREEZING/HEATING ABILITY, DIGITAL THERMOMETER W/DISPLAY, 12V DC, EMS ENGEL	$925.91
118	TRANSIT SLIDE LOCK PLATE FOR ENGEL 15 QT FRIDGE-FREEZER MD14F AND MHD13F-DM, ALSO NEED 1890-17201	$81.92
119	IV Flush Syringe, Normal Saline 2.5ml Prefilled 3cc Syringe 100ea/bx 10bx/cs	$0.43
120	Curaplex Select Nasopharyngeal Airway, 14 Fr, 3.0mm, Latex Free PVC 10ea/bx	$1.47

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121	Curaplex Select Nasopharyngeal Airway, 16 Fr, 3.5mm, Latex Free PVC 10ea/bx	$1.47
122	Curaplex Select Nasopharyngeal Airway, 18 Fr, 4.0mm, Latex Free PVC 10ea/bx	$1.47
123	Curaplex Select Nasopharyngeal Airway, 20 Fr, 5.0mm, Latex Free PVC 10ea/bx	$1.47
124	Curaplex Select Nasopharyngeal Airway, 22 Fr, 5.5mm, Latex Free PVC 10ea/bx	$1.47
125	Curaplex Select Nasopharyngeal Airway, 24 Fr, 6.0mm, Latex Free PVC 10ea/bx	$1.47
126	Curaplex Select Nasopharyngeal Airway, 26 Fr, 6.5mm, Latex Free PVC 10ea/bx	$1.47
127	Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Latex Free PVC 10ea/bx	$1.47
128	Lidocaine 2% 100mg, 5ml Vial, Preservative Free 10/bx	$31.49
129	Curaplex Select Endotracheal Tube with Stylette, 7.5mm, Cuffed 10ea/bx 10bx/cs	$1.44
130	Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Uncuffed 10ea/bx 10bx/cs	$1.30
131	Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Uncuffed 10ea/bx 10bx/cs	$1.30
132	Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Uncuffed 10ea/bx 10bx/cs	$1.30
133	Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Uncuffed 10ea/bx 10bx/cs	$1.30
134	King LTS-D Supraglottic Airway Kit Size 2.5 1/EA 5EA/CS	$28.58
135	King LTS-D Supraglottic Airway Kit Size 2 1/EA 5EA/CS	$28.58
136	King LTS-D Supraglottic Airway Kit Size 3 Yellow 1/EA 5EA/CS	$28.58
137	King LTS-D Supraglottic Airway Kit Size 4 Red 1/EA 5EA/CS	$28.58
138	King LTS-D Supraglottic Airway Kit Size 5 Purple 1/EA 5EA/CS	$28.58
139	ET Tube Introducer, Bougie-To-Go, Adult w/ Coude Tip, 15 FR, 60mm, 10/PK	$4.42
140	Laryngoscope Handle, GreenLine/D, Fiber Optic, Disposable, Textured Grip 20ea/bx	$7.00
141	ECG electrode, Neotrode, pediatric and neonatal, 3/pk 100pk/cs	$0.68
142	PACK COLD INSTANT 5X9IN 1/EA 24EA/CS	$0.28
143	Suction Canister, 300cc, for the LCSU 4 (300ml) Suction Unit, incl Tubing, Disposable	$15.15

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144	Suction Unit, LCSU 4 (Laerdal Compact Suction Unit), 300ml	$477.15	
145	Replacement Battery for LCSU 4 and LCSU 3	$109.52	
146	Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 10/PK 200PK/CS	$2.00	
147	STAT PADZ II ADULT FOR ZOLL AED PLUS X Series, AED PRO, M Series, R Series and E Series	$44.99	
148	STAT PADZ II PEDIATRIC FOR ZOLL AED PLUS, AED PRO, M Series, R Series and E Series	$115.09	
149	Curaplex BVM, Adult, Mask Size 5, Universal Connector, 7FT O2 Tubing 1/EA 10EA/CS	$7.89	
150	Curaplex BVM, Infant, Mask Size 2, Universal Connector, 7FT O2 Tubing, Pop-Off Valve 1/EA 10/EA CS	$9.15	
151	Curaplex BVM, Child, Mask Size 3, Universal Connector, 7FT O2 Tubing, Pop-Off Valve 1/EA 10EA/CS	$8.87	
152	OMNI Pro X ICC Blue BLS/ALS System (TS2 Ready) Infection Control	$202.46	
153	RECOVER PRO X Complete Infection Control O2 Response Bag, Red	$192.73	
154	XTRA FILL PRO X Complete Infection Control (TS2 Ready) Red	$67.46	
155	*DC-VEND-USE 2523-81014 * Meret AIRWAY PRO Intubation Tri-Fold Module, Blue, TS2 Ready	$88.67	
156	AIRWAY PRO Intubation Tri-Fold Module (TS2 Ready)	$74.96	
157	*DC-VEND-NO SUB * Meret XTRA FILL PRO Module, Blue, TS2 Ready	$67.46	
158	C4 Midazolam 10mg, 10ml vial 10 / box	$26.66	
159	PNEUMOTHORAX TRAINER MANIKIN	$1,288.88	
160	CRICOID STICK SIMULATOR	$572.68	
161	NIBP Cuff, Infant, Reusable, Bayonet, for use w/LifePak 15 and LifePak 12	$21.90	
162	NIBP Cuff, Adult, Reusable, Bayonet, for use w/LifePak 15 and LifePak 12	$28.40	
163	NIPB Cuff, Large Adult, Reusable, Bayonet, for use with LifePak 15 and Life Pak 12	$32.64	
164	M-LNCS Pdtx-3 Spo2 Pediatric Pulse Oximeter Sensor 3 foot Cable 1EA 20EA/BX	$14.93	
165	*NON RETURNABLE* NO CANCEL* Medsource Non-contact Infrared thermometer IR 300 40EA/CS		$46.26
166	Probe Covers, Braun Thermoscan PRO 6000 Ear Thermometer, Disposable 200/bx 25bx/cs	$13.96	
167	Curaplex ECG Chart Paper, Thermal,108mm,Red Grid, for Physio-Control LP11, LP12 , LP15 1/RL 60RL/CT	$1.43	
168	Gauze pad, 4 in x 4 in, 12 ply, sterile, 1/pk, 25pk/bx, packaged in a closed top dispenser box	$3.00	

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169	Control Solution, Assure Prism Multi, L1 and L2, 1 bottle of EA/BX	$10.97
170	Blood Glucose Test Strips, Assure Prism Multi 50/bx*Approved for Multipatient Use*	$9.72
171	Curaplex Safety Lancet, 21g 100/BX 48BX/CS	$7.03
172	Emergency blanket, 54in x 80in, yellow, hvy duty fluid impervious, ind wrapped 50ea/cs	$1.84
173	Gauze sponge, basic economy, 4 in x 4 in, 8 ply, non-sterile, 200/bg 20bg/cs	$4.10
174	Curaplex EMS Shears, Black, 5.5in 1/EA 300EA/CS	$0.76
175	Gloves, Defender, XL, Standard 10 in Cuff, Nitrile, Powder Free, Slate Blue 100/bx 10bx/cs	$30.79
176	BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS	$0.10
177	Gloves, Frontline, 2XL, High Risk 12 in Cuff, Nitrile, Powder Free 90/bx 10bx/cs	$34.94
178	BIOHAZARD BAG 1-6 GAL CAPACITY 11 IN X 14 IN 50/BX 10BX/CS ULTRA-TUFF	$7.90
179	*DC-VEND-NO SUB *NON-RETURNABLE* SLEEVE WHITE GAUNTLET, ELASTIC OPENINGS, 18 IN 200/CS	$0.10
180	Curaplex Oxygen Nasal Cannula, Adult, Conventional, Green, 7 ft Tubing 50ea/cs	$0.27
181	Curaplex Oxygen Nasal Cannula, Pediatric, Conventional, Green, 7 ft Tubing 50ea/cs	$0.27
182	Curaplex Oxygen Mask, Infant, Elongated, Total NRB w/o Vent, Reservoir Bag, 7 ft Tubing 50ea/cs	$1.04
183	Curaplex Burn Sheet, 60 inch x 90 inch, Sterile 50ea/cs	$2.40
184	Curaplex Select GreenLine/D Laryngoscope Blade, MAC 2, Fiber Optic, Child, Disposable 20ea/cs	$3.57
185	Curaplex Select GreenLine/D Laryngoscope Blade, MAC 3, Fiber Optic, MED Adult, Disposable 20ea/cs	$3.57
186	Curaplex Select GreenLine/D Laryngoscope Blade, MAC 4, Fiber Optic, LG Adult, Disposable 20ea/cs	$3.57
187	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 0, Fiber Optic, Neonate, Disposable 20ea/cs	$3.57
188	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 1, Fiber Optic, Infant, Disposable 20ea/cs	$3.57
189	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 2, Fiber Optic, Child, Disposable 20ea/cs	$3.57
190	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 3, Fiber Optic, MED Adult, Disposable 20ea/cs	$3.57

Attachment: ITB 21-087 AGENDA BoundTree (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

191	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 4, Fiber Optic, LG Adult, Disposable 20ea/cs	$3.57
192	*DC-USE 2442-BVM550 * Curaplex Select Resuscitation Bag, Child, #3 Mask, 7 ft, Reservoir, St Connect	$8.87
193	MILITARY VERSION TRACTION SPLINT, FARETEC CT-6, W/BLACK BAG, 1/2 IN DIAMETER POLE	$176.09
194	Hypodermic needle, regular bevel, 18 ga x 1 in., sterile 100/bx 20bx/cs	$4.64
195	Sling, Arm, Standard, SM, Blue	$3.44
196	Sling, Arm, Standard, LG, EA	$4.53
197	Sling, Arm, Standard, MED, EA	$3.72
198	Control-Cric, including Cric-knife, Cric-key, Square Obturator, Extension tube, Wedge	$175.24
199	Control-Cric Training Kit	$96.40
200	Curaplex Extrication Collar, Adult, Single-use, Adjustable, 8 Settings 30ea/cs	$4.30
201	Curaplex Extrication Collar, Mini, Single-use, Adjustable, 6 Settings 30ea/cs	$4.30
202	Posey Foam Limb Holders 1/PR	$5.57
203	Carbon leg traction splint, CT-EMS, Civilian version, with blue bag, orange straps	$119.53
204	Curaplex Patient Transporter 1ea 10ea/cs	$15.27
205	Curaplex Disposable Penlight 6/pk, 60pk/cs	$4.72
206	Curaplex Pressure Infuser, Bag, 1000ml 5/bx 5bx/cs	$7.74
207	INTRAVENOUS (IV) ADMINISTRATION SET NEEDLE FREE 1 Y SITE 1 VALVE 10 DROP 83 IN 50/CS	$0.98
208	CATHETER INTRAVENOUS (IV) 22 GAUGE X 1 IN 50/BX 4BX/CS PROTECTIV PLUS	$1.32
209	CATHETER INTRAVENOUS (IV) 16 GAUGE X 1.25 IN 50/BX 4BX/CS PROTECTIV PLUS	$1.32
210	CATHETER INTRAVENOUS (IV) 24 GAUGE X 0.75 IN 50/BX 4BX/CS PROTECTIV PLUS	$1.32
211	CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX 4BX/CS PROTECTIV PLUS	$1.32
212	CATHETER INTRAVENOUS (IV) 20 GAUGE X 1 IN 50/BX 4BX/CS PROTECTIV PLUS	$1.32
213	CATHETER INTRAVENOUS (IV) SAFETY 14 GAUGE X 1.25 IN 50/BX 4BX/CS PROTECTIV PLUS	$1.32
214	IV Solution, Sodium Chloride 0.9% 25ml Fill in a 100ml Bag 116ea/cs	$2.55

Attachment: ITB 21-087 AGENDA BoundTree (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

215	IV Admin Set, Pediatric 83 in, 60 Drop,1 Y-Site, 1 Valve 50ea/cs	$1.14
216	IV Solution, Sodium Chloride 0.9% 100ml Bag, Singles 96ea/cs	$2.45
217	ULTRA-SHORT BOARD RED NO PINS	$55.49
218	AmbuMan Wireless	$2,892.03
219	Bite block / tongue depressor, semi rigid plastic, disposable 50ea/cs	$0.84
220	Guedel Face Piece - Ambuman 5ea/pk	$19.34
221	Ambu Man Physio Control Fast Patch Training Cable	$322.37
222	AmbuMan Battery Pack	$199.99
223	Ambu Kit I.O. Access Kit	$87.07
224	AmbuMan Advanced	$8,995.98
225	VENATECH IM SUB Q SIMULATOR	$75.74
226	Humerus Intraosseous (IO) Trainer	$375.47
227	Curaplex NPA Kit Contains 20F-36F 9pk	$16.38
228	Life/form Infant CRiSis Manikin, Deluxe Complete, w/Interactive ECG Simulators	$2,703.63
229	ATROPINE 1MG 10ML LUER JET 1006B 10EA/PK	$114.68
230	Emergency Tape, PediaTape, for Pediatric Patients, Measure length and estimate weight 2021 Version	$18.14
231	THIAMINE 100MG/ML 2ML MDV 2122 25EA/PK 40PK/CS	$314.81
232	GLUCAGEN DIAGNOSTIC KIT 1MG 2050	$178.94
233	Calcium Chloride 1gm, 10ml Luer Jet 1010B 10/BX	$112.43
234	Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B 10ea/pk	$61.21
235	NALOXONE 2MG 2ML LUER JET 1029B 10EA/CS	$283.21
236	LIDOCAINE 2% 100MG 5ML LUER JET 1026B 10EA/PK	$34.64
237	ATROPINE 1MG 10ML LIFESHIELD SYRINGE 1006A 10EA/BX	$114.68
238	EPINEPHRINE 1:10000 1MG 10ML LIFESHIELD SYRINGE 1019A 10EA/BX	$61.21
239	*MFCTR EXP DATE NOV 2021* QUELICIN 200MG 10ML VIAL*REFRIGERATION REQUIRED* 25EA/BX	$573.18
240	*DCV-NO SUB * R-CAT Window for STEMI	$11.24
241	SODIUM BICARBONATE 8.4% LIFESHIELD SYRINGE 1035A 10EA/BX	$296.91
242	DEXTROSE 50% 25GM, 50ML ANSYR SYRINGE 1013C 10EA/BX	$114.74
243	C2 FENTANYL 0.05MG/ML 2ML SDV 25/BX	$77.18

Attachment: ITB 21-087 AGENDA BoundTree (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

244	LTD QTY - Curaplex Endotracheal Tube with Stylette, 5.0mm, Cuffed 10ea/bx 10bx/cs	$1.44
245	LTD QTY - Curaplex Endotracheal Tube with Stylette, 6.0mm, Cuffed 10ea/bx 10bx/cs	$1.44
246	LTD QTY - Curaplex Endotracheal Tube with Stylette, 7.0mm, Cuffed 10ea/bx 10bx/cs	$1.44
247	LTD QTY - Curaplex Endotracheal Tube with Stylette, 7.5mm, Cuffed 10ea/bx 10bx/cs	$1.44
248	LTD QTY - Curaplex Endotracheal Tube with Stylette, 8.0mm, Cuffed 10ea/bx 10bx/cs	$1.44
249	LTD QTY - Curaplex Endotracheal Tube with Stylette, 8.5mm, Cuffed 10ea/bx 10bx/cs	$1.44
250	LTD QTY - Curaplex Endotracheal Tube with Stylette, 9.0mm, Cuffed 10ea/bx 10bx/cs	$1.44
251	FORCEPS MAGILL INTUBATING CHILD 8 IN 12/BX	$3.47
252	FORCEPS MAGILL INTUBATING ADULT 10 IN 12EA/BX	$4.08
253	MICRO MIST NEBULIZER W/TEE, MOUTHPIECE AND 7 FT TUBING 50EA/CS	$0.96
254	MASK REBREATHER ONLY INFANT 50EA/BX 395406	$2.95
255	Curaplex OB Kit Sealed Standard with Head Warmer	$7.73
256	INTRAVENOUS (IV) ARMBOARD DISPOSABLE 3 IN X 18 IN 100/CS	$2.18
257	GLUTOSE 15GM - LEMON FLAVOR 3/PACK 12PK/CS 2053	$12.47
258	ECG electrode, Medi-Trace 230, adult, foam, teardrop shape, cond. adhesive hydrogel, 30/pk (20PK/CS)	$3.13
259	Electrode, Medi-Trace Mini, ECG monitoring, pediatric, foam, teardrop shape, adhesive hydrogel 5/pk	$0.68
260	ONDANSETRON 4MG 2ML VIAL 25EA/BX	$9.10
261	Kerlix roll, 3.4 in. x 3.6 yards, 6 ply, sterile in soft pouch, prewashed, 96ea/cs	$1.22
262	Supraglottic Airway Tube Only, KING LTS-D, Size 2.5, Orange, Pedi 25-35kg, w/Suction Port 10ea/cs	$28.58
263	Supraglottic Airway Tube Only, KING LTS-D, Size 2, Green, Pediatric 12-25kg, w/Suction Port 10ea/cs	$28.58
264	Supraglottic Airway Tube Only, KING LTS-D, Size 3, Yellow, Adult 4-5 ft, w/Suction Port 10ea/cs	$27.39
265	Supraglottic Airway Tube Only, KING LTS-D, Size 4, Red, Adult 5-6 ft, w/Suction Port 10ea/cs	$27.19

Attachment: ITB 21-087 AGENDA BoundTree (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

266	Supraglottic Airway Tube Only, KING LTS-D, Size 5, Purple, Adult over 6 ft, w/Suction Port 10ea/cs	$27.53
267	Lidocaine 2% 100MG 5ML Lifeshield Syringe 1026A	$10.27
268	Atropine 1MG 10ML Lifeshield Syringe 1006A	$18.02
269	Epinephrine 1:10000 1MG 10Ml Lifeshield Syringe 1019A	$14.09
270	Calcium Chloride 1GM 10ML Lifeshield Syringe	$121.29
271	Biohazard bag, 43 in. x 55 in., 55 gal, 3.0 mil, red with black print Biohazardous Waste 100/cs	$96.16
272	Curaplex Oxygen Mask, Pediatric, Elongated, Total NRB, w/o Safety vent, 7 ft Tubing 50ea/cs	$0.77
273	Curaplex Oxygen Mask, Adult, Elongated, High Conc, Total NRB w/o Vent, Reservoir Bag, Tubing 50ea/cs	$0.77
274	Suction Catheter, 6 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$0.14
275	Suction Catheter, 8 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$0.14
276	Suction Catheter, 10 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$0.14
277	Suction catheter, 12 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$0.14
278	Suction Catheter, 14 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$0.14
279	Suction catheter, 16 Fr, coiled, w/ whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$0.14
280	Suction catheter, 18 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs	$0.14
281	Curaplex Yankauer Suction Kit, Bulb Tip and Tubing w/Control Vent, 1/4 in ID x 6 ft Tubing 20ea/cs	$1.37
282	STETHOSCOPE BLACK 22 IN 20/CS SPRAGUE	$3.94
283	I.V. armboard, 2 in. x 4 in., corrugated core, foam padding covered in white vinyl, disp, 50 ea/cs	$1.04
284	I.V. armboard, 2 in. x 6 in., corrugated core, foam padding, covered in vinyl, disp 50ea/cs	$0.92
285	IV armboard, 2in x 9in, corrugated core, foam padding covered in white vinyl, disposable 50/cs	$1.28
286	SUCTION UNIT ASPIRATOR TYPE LATEX FREE 40EA/BX MECONIUM	$4.83
287	Albuterol Sulfate 0.5%, 2.5 mg / 0.5 mL Unit Dose, Inhalation Solution Nebulizer Vial 30 Vials/BX	$13.49

Attachment: ITB 21-087 AGENDA BoundTree (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

288	IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile 100ea/bx 4bx/cs	$0.34	
289	Bumetanide 2.5mg, 10ml Vial 10/bx	$34.11	
290	Diltiazem, 25mg, 5ml Vial *Refrigerate* 10ea/Box	$37.09	
291	C4 Lorazepam, 2mg, 1ml Vial *Refrigerate* 25/Box	$26.29	
292	EXT SET INTRAVENOUS (IV) REGULATOR WITH INJECTION SITE 20 IN (50/CS)	$2.44	
293	NAIL POLISH REMOVER PAD, 1 1/4 INCH X 2 5/8 INCH, ACETONE FREE 100/BX 10BX/CS	$4.24	
294	IV Solution, Sodium Chloride 0.9% 500ml Bag 24ea/cs	$2.99	
295	IV Solution, Sodium Chloride 0.9% 1000ml Bag 12ea/cs	$3.26	
296	POVIDONE IODINE (PVP) PREP PADS 100/BX 10BX/CS	$3.93	
297	C2 Morphine 10mg 1ml Vial 25/bx	$64.78	
298	Ondansetron 4mg, 2ml vial 25EA/BX	$9.10	
299	LTD QTY - Curaplex Ring Cutter		$6.30
300	SYRINGE ONLY LUER LOCK 60CC (#3SS-60L) 25/BX	$16.92	
301	SYRINGE ONLY LUER LOCK 20-25CC 50/BX 10BX/CS 26280	$12.14	
302	NEEDLE HYPODERMIC 25 GAUGE X 1 IN 100/BX 20BX/CS	$4.64	
303	NEEDLE HYPODERMIC 22 GAUGE X 1 IN 100/BX 20BX/CS	$4.64	
304	INTRAOSSEOUS (IO) NEEDLE 15 GAUGE, JAMSHIDI, ADJUSTABLE LENGTH FROM 3/8 IN TO 1 7/8 INCH 10/CS	$22.72	
305	BLUNT FILTER NEEDLE 18 GA X 1.5 100/BX 10BX/CS	$0.46	
306	Curaplex Sharps Solo, Sharps container with one time lockable seal, 6.5 in 24ea/cs	$1.64	
307	MANIKIN AIRWAY MANAGEMENT TRAINER WITH CARRY BAG CHILD - 3 YEAR OLD	$740.98	
308	INTRAOSSEOUS (IO) INFUSION TRAINER SIMULATOR	$649.75	
309	INTRAOSSEOUS (IO) BONES 10/PK	$124.49	
310	MANIKIN SKIN REPLACEMENT KIT 2 PAIR/PK	$75.74	
311	INJECTABLE TRAINING ARM ADULT, WHITE SKIN	$522.40	
312	LTD QTY - Curaplex Endotracheal Tube with Stylette, 4.0mm, Cuffed 10ea/bx 10bx/cs	$1.63	
313	Curaplex IV Start Kit, incl IV Guard, Alcohol Prep, 2x2 Gauze, LF Tourniquet 100EA/CS	$0.93	
314	SPLINT, SAM, ORANGE/BLUE, ROLLED, 4.25 IN X 36 IN 60/CS	$7.06	

Attachment: ITB 21-087 AGENDA BoundTree (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

315	LTD QTY - Curaplex Laryngoscope Handle, Fiberoptic, Adult	$11.14
316	I/O LEG W/STAND	$258.31
317	Sodium Bicarbonate 8.4% Lifeshield Syringe 1035A	$20.84
318	Etomidate, 20mg, 10ml Vial 10EA/BX	$43.05
319	AMIDATE (ETOMIDATE) 40MG, 20ML VIAL 10EA/BX	$81.95
320	Curaplex IV Start Kit w/Tegaderm, Alcohol Prep,2x2 Sponge,1 In Clear Tape,LF Tourniquet 1ea 50ea/cs	$2.19
321	Assure Prism Orange Kit ADVANCED	$38.31
322	GO-PAP with Neb- Connect Capno Kit: Adult Lg Mask, Cap Style Headgear, ETCO2	$46.85
323	Case, Pelican 1500EMS, Orange with EMS Insert in Lid, Padded Dividers, 18 1/2 in. x 14 in x 7 in	$217.00
324	Case, Pelican 1600EMS, Orange with EMS Dividers, OD 24 1/4 in L x 19 7/16 in x 8 11/16 in	$323.92
325	IV Solution, Dextrose 10% 250ml Bag 24ea/cs	$2.92
326	Berman airway, 70 mm, white, non-sterile, individually wrapped 50ea/bx	$0.14
327	GO-PAP/Capno Kit with BiTrac ED w/ NEB - Adult Medium	$49.15
328	GO-PAP/Capno Kit with BiTrac ED w/ NEB - Adult Large	$49.15
329	IV Solution, Sodium Chloride 0.9% 1000ml Bag 12ea/cs	$3.26
330	Nasopharyngeal airway NP, 12 Fr, adjustable flange, disposable, sterile 10ea/bx	$4.87
331	Nasopharyngeal airway kit, LF, Robertazzi, incl 20, 22, 24, 26, 28, 30, 32, 34 and 36 Fr, w/jelly	$36.37
332	*DC-VEND-NO SUB * Electrodes, Red Dot, Diaphoretic Foam, Adult, 2.2in x 2 in w/o Abrader 50/bg 20bg	$5.16
333	Curaplex Nebulizer Kit, BVM Connection, Latex Free	$2.81
334	Aspirin 81mg Chewable, Orange Flavor 36/Bottle	$0.77
335	ALBUTEROL 0.083% 2.5MG/3ML 25VIALS/BX	$3.29
336	C3 Ketamine 50mg/ml, 10ml Vial 10/ box	$42.67
337	IPRATROPIUM BROMIDE 0.02%, 0.5MG/2.5ML UNIT DOSE 25/BX	$3.50
338	IPRATROPIUM BROMIDE 0.02% 0.5MG/2.5ML 30/BX	$5.91
339	SET IV EXT FLOW CONTROLLER MICROCLAVE CLEAR NEEDLE-FREE CONN 1/EA 50EA/CS	$3.14
340	INTRAVENOUS (IV) ARMBOARD 1 IN X 4 IN 50/CS	$0.74
341	EXTENSION WITH AMSAFE NEEDLELESS INJECTION SITE 8 IN 100/CS	$0.95

Attachment: ITB 21-087 AGENDA BoundTree (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

342	NARCOTIC BOX, CLEAR TOP W/ LOCK, 6.25 IN W X 7.25 IN L X 1.125 IN H	$43.32	
343	Oxygen Regulator, 0-25 Liter 2 DISS	$33.35	
344	WIPES BLEACH MICRODOT (160/TUB)	$12.15	
345	EYE PAD STERILE OVAL 2 5/8 IN X 1 5/8 IN 50/PK 12PK/CS	$4.80	
346	BANDAGE TRIANGULAR 40 IN X 40 IN X 56 IN 12EA/BG 20BG/CS	$0.30	
347	MANIKIN AIRWAY MANAGEMENT TRAINER INFANT	$703.36	
348	LAERDAL AIRWAY MANAGEMENT TRAINER	$2,135.46	
349	DELUXE CHILD CRISIS MANIKIN W/ARRHYTHMIA SIM	$4,111.79	
350	ARS for Needle Decompression, 14 ga x 3.25 in, w/Protective Case, Orange Band/Hub	$8.68	
351	Berman Airway 50MM Individually Wrapped Lt. Blue 50/BX	$0.14	
Grand Total		**$38,868.46**	**$95.26**

Attachment: ITB 21-087 AGENDA BoundTree (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 10/14/2021

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.
540 W. MADISON
CHICAGO, IL 60661

CN101705524-Stnd-GAWUP-21-22 USA

INSURED
Medline Industries, LP
3 Lakes Dr
Northfield, IL 60093

CONTACT NAME: Medline Industries, Inc.
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: riskmanagement@medline.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corporation	15105
INSURER B : N/A	N/A
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-009948534-01 **REVISION NUMBER:** 1

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			GL 4065036	07/01/2021	07/01/2022	EACH OCCURRENCE	$ 1,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000
							MED EXP (Any one person)	$ 10
							PERSONAL & ADV INJURY	$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ SEE BEL
	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			LDS 4065032 (AOS)	07/01/2021	07/01/2022	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH)	N / A		PS 4065034 (WI)	07/01/2021	07/01/2022	E.L. EACH ACCIDENT	$ 1,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000
							E.L. DISEASE - POLICY LIMIT	$ 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 is/are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

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

Marsh USA Inc.

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Attachment: ITB 21-087 AGENDA Medline (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

POLICY NUMBER: GL 4065036

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 90 days except 10 days' notice for non-payment of premium where allowed by state law.

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Attachment: ITB 21-087 AGENDA Medline (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

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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):
Person(s) or Organization(s) as required by written contract when such written contract is executed prior to an occurrence, offense or loss to which this endorsement applies. Any individually scheduled Waivers shall not be construed to override nor negate this blanket Waiver.
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: ITB 21-087 AGENDA Medline (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

© Insurance Services Office, Inc., 2018

SAFETY NATIONAL CASUALTY CORPORATION
ST. LOUIS, MISSOURI

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 99 99 23**

90 DAY CANCELLATION ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Under Part Six – Conditions, Item 2 of Paragraph **D. Cancellation** is amended to read:

2. We must mail or deliver to you not less than 90 days advanced written notice stating when the cancellation is to take effect, except for when cancellation of the policy is for non-payment of premium. If cancellation of the policy is for non-payment of premium, we must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing such notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) AS OF THE FORM EFFECTIVE DATE FOR THIS POLICY:

AL, AR, CO, CT, DE, DC, GA, HI, ID, IN, IA, KS, LA, MA, MS, NE, NV, NM, NY, OK, RI, SD, TN, VA, WV

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2021 Policy No. LDS4065032 Endorsement No.

Insured MEDLINE INDUSTRIES, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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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 anyone not named in the Schedule.

SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2021 Policy No. LDS4065032 Endorsement No.

Insured MEDLINE INDUSTRIES, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

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AMBEST 2022-Medline

Safety National Casualty Corporation

AMB #: 000818 **NAIC #: 15105** **FEIN #: 430727872**

Domiciliary Address
1832 Schuetz Road
St. Louis, Missouri 63146United States
Web: www.safetynational.com
Phone: 314-995-5300
Fax: 314-995-6817
AM Best Rating Unit: AMB #: 018564 - Safety National Group
Based on AM Best's analysis, 058633 - Tokio Marine Holdings, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	November 11, 2020
Initial Rating Date:	June 30, 1948

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Upgraded
Effective Date:	November 11, 2020
Initial Rating Date:	June 19, 2007

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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

Medline Industries, LP, (Contractor).

2.0 Designated Contact Person as to County:

Craig Stevens, Fire Chief
Citrus County Fire Services
3600 W. Sovereign Path
Lecanto, Florida 34461
Phone: 352-527-5406
Email: craig.stevens@citruscountyfire.com

3.0 Designated Contact Person as to Contractor:

Chris Powers, VP Government Sales
Medline Industries, LP
Three Lakes Drive
Northfield, Illinois 60093
Phone: 800-633-5463
Fax: 847-949-2497
Email: govbids@medline.com

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

5.0 Entire Agreement: This Agreement, and any associated Addenda or Amendments shall constitute the entire Agreement between Vendor and County.

6.0 Agreement Documents:
1. Exhibit "A" – Bid Pricing

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement, with an option to renew for one (1) additional, three (3) year period. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The 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.

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8.0 Modification of Agreement: This Agreement may only be modified or amended upon mutual written agreement of County and Vendor. No oral agreements or representations shall be valid or binding upon County or Vendor. No alteration or modification of the Agreement terms shall be valid or binding against County. Vendor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto the Vendor's documents forwarded by Vendor for payment. The County's acceptance of the Commodity furnished by Vendor or the payment for such shall not constitute acceptance of any proposed modification to terms and conditions.

9.0 Commodity Provided by Vendor: The Commodity to be provided by Vendor is Emergency Medical Supplies including Medications used by Fire Rescue. All purchases made by County shall be on an as-needed basis and County does not guarantee any volume of Commodity purchased during the term of this Agreement.

10.0 Compensation to Vendor: Compensation to be paid to Vendor for the provision of the Commodity and Services agreed to herein shall be per the unit pricing noted in Exhibit "A", attached to this Agreement. An increase in Pricing may be considered by County for each year after the initial year. The request to increase the fees must be made in writing to County supported by a detailed justification by furnishing bona-fide manufacturer's documents or a price list reflecting the changes that warrants the requested increase. The request must be submitted at least ninety (90) calendar days prior to the increase of price taking effect. Such increases shall be limited to the actual cost increase to the Vendor.

County may, in its sole discretion, make an equitable adjustment in the pricing at any time during the term of the Agreement if pricing or availability of supply is affected by extreme and unforeseen volatility in the market place, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond Vendor's control, (2) the volatility affects the market place or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects Vendor that continued performance of the Agreement would result in a substantial loss to Vendor, all of which must be substantiated by Vendor.

If County identifies, or Vendor recommends, any additional Commodities to be provided by Vendor, that are not covered under the original Agreement, the fees for such additional Commodities shall be mutually negotiated between County and Vendor and be made a part of this Agreement by a written Amendment.

11.0 Payment of Payment Requests:

11.1 Payment Requests: 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.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Vendor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

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11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Vendor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: A purchase order will be issued to Vendor for each individual purchase of Commodities covered under this Agreement. Except for purchases made with a County Procurement Card and purchases made 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. County retains the option to use the County procurement card for the purchase of Commodity covered under the payment request in lieu of issuing a purchase order.

11.6 ACH Enrollment: All Vendors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Vendor's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Transportation and Delivery: Transportation of the Commodities shall be FOB Destination Point, which is detailed in the Purchase Order. Vendor, within five (5) days after receiving a purchase order, shall notify County of any potential delivery delays. Evidence of inability or intentional delays shall be cause for cancellation of the Agreement and Vendor suspension.

13.0 Warranties: The manufacturer's warranty shall apply to all commodities provided under the Agreement against defects in materials and workmanship for a minimum period of one (1) year from County's acceptance of the commodities. Should any defects appear during the warranty period, Vendor shall assist County with filing a warranty claim with the manufacturer immediately upon receipt of written notice from County, at no additional expense to County.

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

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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 KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.KINCH@CITRUSBOCC.COM; PHONE: (352)527-5235

15.0 Insurance: During the term of the Agreement, Vendor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Vendor. Vendor shall provide County a certificate(s) of insurance, evidencing such coverage.

15.1 Minimum Insurance Requirements: Vendor shall procure and maintain for the duration of the Agreement contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees or sub-vendors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Vendor against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Vendor under this contract.

15.2 Commercial General Liability: Vendor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

15.3 Other Insurance Provisions:

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

15.3.2 The proposal number should be noted on the certificate **ITB 21-087**

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

15.3.4 All required insurance policies must be maintained until Vendor's work under this Agreement has been accepted by County.

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

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

15.3.7 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

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events occurring during the Agreement period, whether the suit is brought during the Agreement period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

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

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

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

15.3.11 All Certificates must show that Vendor's policies have been endorsed per the requirements.

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

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

17.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

18.0 Additional Terms and Conditions:

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18.1 Advertising: Subject to Chapter 119, Florida Statutes, Vendor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Vendor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

18.2 Assignment: Neither County nor Vendor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Vendor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Vendor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Vendor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

18.4 Compliance with Laws: Vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety, E-Verification System, Immigration and Nationality Act and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

18.5 Conflict of Interest: Vendor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner with the performance of the services covered under this Agreement. Furthermore, Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the making of this Agreement. Vendor, and its sub-vendors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Vendor or its sub-vendors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Vendor, and its sub-vendors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

> *"No member, officer, or employee of the sub-vendor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

18.6 County Funds: Due to budgetary constraints, if funding is not available to purchase commodities covered under the Agreement, County reserves the right to modify the terms and conditions of the Agreement, or to terminate the Agreement, if it is in the best interest of County. In accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying Local, State or Federal Agencies.

18.7 Debarment: Vendor certifies to the best of its knowledge and belief, that Vendor and its principals: 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency; 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; 3) are not presently indicted for or otherwise criminally or civilly charged

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by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and, 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

18.8 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of Agreement, mistake, misrepresentation, or other cause for modification or rescission of the Agreement, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Vendor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on the Vendor. The decision shall be final and conclusive.

18.9 Drug Free Workplace: Vendor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

18.10 Employees, Sub-vendors and Agents: All Vendor's employees, sub-vendors, and agents shall be properly trained to meet or exceed any specified training qualifications required in order for Vendor to supply the Commodities pursuant to the Agreement. Upon request, Vendor shall furnish a copy of certification or other proof of qualification. All employees, sub-vendors, and agents of Vendor must comply with all security and administrative requirements of County. County may conduct, and Vendor shall cooperate in, a security background check or otherwise assess any employee, sub-vendor, and agent of Vendor. County may refuse access to, or require replacement of, any of Vendor's employees, sub-vendors and agents for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with Vendor's security or other requirements. Such refusal shall not relieve Vendor of its obligation to comply with the Agreement. County may reject and bar from any facility for cause any of Vendor's employees, sub-vendors, or agents. County shall have the right to review and approve any sub-vendor used by Vendor. Vendor shall be fully responsible to County for the acts and omissions of its sub-vendors, and persons directly or indirectly employed by them. It is Vendor's responsibility to ensure that their sub-vendors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

18.11 Equal Employment Opportunity: Vendor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Vendor shall furnish pertinent information regarding its employment policies and practices as well as those of its proposed sub-vendors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-vendor hired by Vendor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Vendor. Sub-contracts entered into by Vendor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-vendor. Additionally, Vendor shall insert in its sub-contracts a clause requiring sub-vendors to include these provisions in any lower tier sub-contracts that may in turn be made. Vendor shall comply with all State laws and local ordinances, except that any preferential consideration of local in-state sub-vendors is NOT allowed.

18.12 E-Verification System: Vendor shall comply with the Executive Order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Vendor during the contract term to perform any duties within Florida, and; (2) all persons, including sub-vendors, assigned by Vendor to perform work pursuant to this Agreement. Vendors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

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18.13 Force Majeure, Notice of Delay, and No Damages for Delay: Vendor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Vendor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, hurricanes, or other similar cause wholly beyond Vendor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to Vendor. In case of any delay Vendor believes is excusable, Vendor shall notify County in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if Vendor could reasonably foresee that a delay could occur as a result, or, (2) if delay is not reasonably foreseeable, within five (5) days after the date Vendor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages shall be asserted against County. Vendor shall not be entitled to payment of any kind from County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Vendor shall continue to provide the Commodity at no increased cost, unless County determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to County, in which case County may terminate the Agreement in whole or in part.

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

18.15 Immigration and Nationality Act: Vendor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may constitute immediate termination of said Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement by County if Vendor knowingly employs unauthorized aliens.

18.16 Lobbying: Vendor shall not, in connection with the Agreement, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or, (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

18.17 Non-Collusion: Vendor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Vendor intends to do the work with its own bona fide employees or sub-vendors and has not provided a response for the benefit of another Vendor. Furthermore, Vendor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

18.18 Patent and Copyright Responsibility: Any material, design or supplied specified by Vendor or supplied by Vendor pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Vendor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Vendor in the performance of the services.

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18.19 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the commodities provided by Vendor comply with the Agreement requirements. Vendor shall at all times during the Agreement term remain responsive and responsible. Vendor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Vendor to supply the Commodities pursuant to the Agreement. If County determines that Vendor does not meet these qualifying conditions, or that the commodities proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Vendor is not relieved from fulfilling all Agreement requirements.

18.20 Protection of Persons: Vendor will be responsible for the safety of its employees and the employees of its sub-consultants and subcontractors, during the provision of their Services. Vendor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Vendor shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Vendor employee, sub-consultant or sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.21 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18.22 Relationship: Vendor is an independent contractor to County and is not an employee, agent, joint-venture, or partner of County.

18.23 Risk of Loss: Until the commodities have been accepted by County, risk of loss or damage to the commodities and any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the commodities, or the ordering of or delivery of same, shall remain with Vendor.

18.24 Security and Confidentiality: Vendor shall comply fully with all security procedures of County in the performance of the Agreement. Vendor shall not divulge to third parties any information obtained by Vendor or its agents, distributors, resellers, subcontractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Vendor shall be permitted to release information to third parties if such information is publicly available through no fault of Vendor, information that Vendor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Vendor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

18.25 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

18.26 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

18.27 Taxes: County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All sales made by Vendor to County are exempt provided County makes payment directly to Vendor. Otherwise, the Vendor shall pay all applicable

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sales, consumer, use and other similar taxes required to be paid by Vendor in accordance with the laws and regulations of the State of Florida. County will not pay for any personal property taxes levied on Vendor or for any taxes levied on Vendor's employees' wages.

18.28 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

19.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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

MEDLINE INDUSTRIES, LP

Signature of Witness (1)

Lucas McGovern
Printed Name of Witness (1)

Signature of Witness (2)

Printed Name of Witness (2)

BY: _____
CHRIS POWERS, VP GOVERNEMENT SALES

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 14th day of October, 2021, by Chris Powers as VP of Government Sales who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 14th day of October, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: Lucas J McGovern
Commission No.: 866521
Expiration Date: 12/6/2021

SEAL

"OFFICIAL SEAL"
LUCAS J MCGOVERN
Notary Public, State of Illinois
My Commission Expires 12/6/2021

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

ATTEST:

ANGELA VICK, CLERK

BY: _____
, CHAIRMAN

DATE: _____

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EXHIBIT "A"

Item	Description	Medline-Price	Medline-Econ Price
1	bite stick, latex free 10ea/pk		$0.86
2	IV Solution, Sodium Chloride 0.9% 100ml Bag 16/pk 6pk/cs Baxter	$40.72	
3	LIDOCAINE 2% 100MG 5ML ANSYR SYRINGE 1026C 10EA/BX	$41.97	
4	Adrenalin (Epinephrine) 1mg, 1ml (1:1000) Vial 25ea/pk	$421.01	
5	BITE STICK PLASTIC SINGLES 10EA/BG		$0.86
6	Endotracheal Tube Holder, Thomas, Pediatric/Child, for ET/SGA Tubes 4.3mm ID to 15.8mm OD	$99.57	
7	Endotracheal Tube Holder, Thomas, Adult, for ET/SGA Tubes 6.5mm ID to 21mm OD	$283.79	
8	Berman Airway Size 00 40MM Infant Pink 50/BX Bulk		$6.24
9	Berman Airway Size 1 60MM Child Black 50/BB Bulk		$5.99
10	Curaplex Airway Berman Kit, Bagged, Sizes 00, 1, 3, 4, 5, 6		
11	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 12 FRENCH 10/BX RUSCH	$33.93	
12	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 14 FRENCH 10/BX RUSCH	$33.93	
13	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 16 FRENCH 10/BX RUSCH	$33.93	
14	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 18 FRENCH 10/BX RUSCH	$33.93	
15	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 20 FRENCH 10/BX RUSCH	$33.93	
16	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 22 FRENCH 10/BX RUSCH	$33.93	
17	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 24 FRENCH 10/BX RUSCH	$33.93	
18	NASOPHARYNGEAL AIRWAY - NPA - LATEX FREE PVC 26 FRENCH 10/BX RUSCH	$33.93	
19	FIBER OPTIC MEDIUM HANDLE COMPATIBLE FOR ALL GREEN BLADES		
20	Laryngoscope Blade, Greenline, Mac 2, Fiber Optic, Disposable, Stainless Steel 20/BX	$169.36	
21	Laryngoscope Blade, Greenline, Mac 3, Fiber Optic, Disposable, Stainless Steel 20/BX	$169.36	
22	Laryngoscope Blade, Greenline, Mac 4, Fiber Optic, Disposable, Stainless Steel 20/BX	$169.36	
23	Laryngoscope Blade, Greenline, Miller 0, Fiber Optic, Disposable, Stainless Steel 20/BX	$169.36	
24	Laryngoscope Blade, Greenline, Miller 1, Fiber Optic, Disposable, Stainless Steel 20/BX	$169.36	
25	Laryngoscope Blade, Greenline, Miller 3, Fiber Optic, Disposable, Stainless Steel 20/BX	$169.36	

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26	Laryngoscope Blade, Greenline, Miller 4, Fiber Optic, Disposable, Stainless Steel 20/BX	$169.36	
27	LTD QTY - ENDOTRACHEAL TUBE 24 FRENCH 6.0MM 10/BX ENDOTROL		$19.41
28	ENDOTRACHEAL TUBE 28 FRENCH 7.0MM 10/BX ENDOTROL		$19.41
29	LTD QTY - ENDOTRACHEAL TUBE 32 FRENCH 8.0MM 10/BX ENDOTROL		$19.41
30	Adenosine 6mg, 2ml Luer Locking PFS 10ea/bx	$165.21	
31	Adenosine 12mg, 4ml Luer Lock Syringe 10/BX	$544.15	
32	NITRO-BID 2% OINTMENT 1GM UD 48/BX	$111.87	
33	Nasal Narcan Spray 4mg, 0.1ml, (Naloxone)	$139.05	
34	DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL 25 VIALS/PK	$73.91	
35	Solu-Medrol, 125mg, 2ml ACT-O-VIAL 25EA/BX	$262.31	
36	*MFG B/O - SEE 8-0436-11* Nitrostat 0.4Mg Tabs SL 25/BT	$49.35	
37	*DC-USE 0436-11 or 3304-03 * NITROSTAT 0.4MG TABS SL 4BT/BX	$141.90	
38	NitroMist 400 mcg Spray, 4.1 gm Bottle, 90 metered doses	$158.21	
39	Bulb syringe, ear/ulcer, 2 oz, vinyl, non- sterile 200/cs		$18.47
40	Glucagon 1mg Emergency Kit	$295.21	
41	Labetalol 5mg/ml 20ml MDV Bottle	$4.69	
42	*MFG B/O SEE 0582-82* Glucagon 1mg, 1ml vial kit with 1ml Sterile Water	$295.21	
43	Amiodarone 150MG 3ML Vial	$12.56	
44	*MFG B/O - SEE 9875-20* AMIODARONE 150MG 3ML VIAL 25EA/PK 30PK/CS	$41.36	
45	Magnesium Sulfate 50% 5gm, 10ml vial 25EA/BX	$51.04	
46	ADENOSINE 12MG 4ML SDV 10/BX 2001A	$234.66	
47	Tetracaine Hydrochloride (HCL) 4ml, 12ea/bx 4ml Bottle and Dropper/Blister Pack	$134.32	
48	BANDAGE ELASTIC LATEX FREE 3 IN 50RLS/CS		$54.19
49	BANDAGE ELASTIC LATEX FREE 4 IN 10RLS/BX 5BX/CS		$73.70
50	GAUZE PADS STERILE 12 PLY 4 IN X 4 IN 1/PK 100PK/BX 12BX/CS		$80.19
51	BANDAGE ADHESIVE FLEXIBLE 1 IN X 3 IN, LF 100/BX 12BX/CS JOHNSON AND JOHNSON		$24.56
52	ABDOMINAL PADS STERILE 5 IN X 9 IN 25/TR 16TR/CS COMBINE		$30.88
53	Adenosine 6mg, 2ml Vial	$8.41	
54	Diphenhydramine 50mg/ml 1ml sdv 2035-Benadryl	$32.50	
55	Curaplex TritonGrip SE Gloves, SM, Blue Nitrile, Powder Free 100/bx 10bx/cs		$181.71
56	Curaplex TritonGrip SE Gloves, MED, Blue Nitrile, Powder Free 100/bx 10bx/cs		$181.71
57	Curaplex TritonGrip SE Gloves, LG, Blue Nitrile, Powder Free 100/bx 10bx/cs		$181.71
58	Curaplex TritonGrip SE Gloves, XL, Blue Nitrile, Powder Free 90/bx 10bx/cs		$181.71
59	Adenosine 12mg 4ml SDV	$234.66	

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60	Gloves, ApexPro LC 100, 2XL, Nitrile, Powder Free, White Exterior/Black Interior, 12 in 90/bx 10bx/c		
61	Epinephrine 1mg, 1ml ampule 1ea 10ea/pk	$138.05	
62	Germicidal Wipe, SaniZide Plus, 6 inch x 6.75 inch, 160/tub 12tub/cs		$76.57
63	IV stopcock, Smiths, three way w/swivel 50ea/cs		$14.51
64	Tape, Clear Surgical, Dynarex 3574, 3 in x 10 yd 4/bx 12bx/cs		$7.39
65	*DC-USE 1515272 * Curaplex Transparent Surgical Tape, 10 yds, 2inch, 6/bx, 12bx/cs		$67.19
66	*DC-BTM-USE 1110-08404 * Curaplex Transparent Surgical Tape, 10 yds, 3inch, 4/bx, 12bx/cs		$7.39
67	Curaplex Cloth (Silk) White Adhesive Tape, 10 yds, 1inch 12/bx, 12bx/cs		$10.37
68	LTD QTY - Curaplex Paper Adhesive Tape, White, 10 yds, 1inch 12/bx, 12bx/cs		$71.03
69	Curaplex Conforming Stretch Gauze Bandage, Non-Sterile 4in 12rl/bg, 8bg/cs		$24.68
70	Curaplex Fabric Adhesive Bandage, 1in x 3in, 100/BX 60BX/CS		$24.56
71	Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch 100ea/bx 10bx/cs		$7.32
72	Needle, Exel, hypodermic, regular bevel, 22 ga x 1 1/2 in 100ea/bx 20bx/cs		$4.68
73	Dopamine 400MG/D5W 250Ml Bag 18EA/CS	$188.45	
74	Curaplex Sterile, Gauze Pad, Woven, 2in x 2in, 12-ply, 100PK/BX 24BX/CS		$38.21
75	Curaplex Sterile, Gauze Pad, Woven, 4in x 4in, 12-ply, 100PK/BX 12BX/CS		$80.19
76	Curaplex Vented TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in ; 1 Vent/1 Non-Vent in PK		
77	Curaplex Blanket, Silver Mylar Emergency, 52 in x 82 in 200ea/cs		$107.15
78	Curaplex Stylette, ET Tube Introducer, 10 Fr (4.0 - 6.5) 1/EA 20EA/BX 10BX/CS		$14.82
79	Dopamine 400MG/D5W 250Ml Bag	$188.45	
80	Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX 20BX/CS		$1.77
81	Curaplex Lubricating Jelly, Foil Packet 2.7g 144EA/BX 12BX/CS		$46.28
82	Lubricating Jelly, MediChoice, Sterile, 5 gm packet, 1/EA 600EA/CS		$12.18
83	Ammonia Inhalant, Ampules 10/bx		$23.12
84	Curaplex Cold Pack - Small - 5in x 5 in 1/EA 50EA/CS		$53.34
85	Magnesium Sulfate 50% 5gm, 10ml vial	$51.04	
86	Naloxone 2mg, 2ml prefilled fixed needle syringe 10ea/pk	$704.23	
87	BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERLIX		$36.88
88	BANDAGE ROLL STERILE 4 1/2 IN x 4.1 YARDS 100/CS KERLIX		$86.04
89	Curaplex IV Catheter, ClearSafe Comfort, 14 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs		$87.61
90	Curaplex IV Catheter, ClearSafe Comfort, 16 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs		$88.59
91	Curaplex IV Catheter, ClearSafe Comfort, 18 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs		$87.95
92	Curaplex IV Catheter, ClearSafe Comfort, 20 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs		$87.95

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93	Curaplex IV Catheter, ClearSafe Comfort, 20 ga x 1 in, Safety 50ea/bx 4bx/cs		$87.61
94	Curaplex IV Catheter, ClearSafe Comfort, 22 ga x 1 in, Safety 50ea/bx 4bx/cs		$88.15
95	Curaplex IV Catheter, ClearSafe Comfort, 24 ga x 3/4 in, Safety 50ea/bx 4bx/cs		$87.61
96	Curaplex Select Defib Pads, Zoll Adult/Child Combo, Leads Out Direct Connect >10KG/22LBS 10pr/cs		$198.80
97	Curaplex Select Defib Pads, Physio Adult/Child Combo, Leads Out Direct Connect >10KG/22LBS 10pr/cs		$193.00
98	Syringe Only, 10cc, Luer Lock, 100ea/bx 12bx/cs		$12.55
99	Syringe, Luer Lock, 3cc, 100ea/bx 10bx/cs		$5.85
100	Syringe Only, 20cc, Luer Lock, 100ea/bx, 8bx/cs		$5.93
101	Syringe, Luer Lock, 10-12cc, 100ea/bx 8bx/cs		$12.55
102	Syringe Only, 3cc, Luer Lock, 100ea/bx 24bx/cs		$5.85
103	Curaplex Multi-Trauma Dressing, 12 in x 30 in, Sterile, 50ea/cs		$28.62
104	Curaplex Select Multi-Function Defib Pads, Physio-Control Pediatric/Infant <10kg/22lb 10pr/cs		$218.15
105	LTD QTY - Curaplex Backboard Strap, Orange, 5 ft, Side Release Buckle, Loop Lock, Polypropylene		$2.60
106	BLOOD PRESSURE CUFF NAVY SIZE 9 CHILD PROSPHYG 775		$17.50
107	BLOOD PRESSURE CUFF NAVY SIZE 12 LARGE ADULT PROSPHYG 775		$18.50
108	Curaplex IV Admin St, 10 Drp, 83in,Pre-Prcd Y-Site, SrLk Ndle-Free Y St, Rotat Male LL 1/EA 50EA/CS		$63.79
109	Curaplex IV Admin Set, 60Drp, 83in,PP Y-Site, Sure-Lok Ndle-Free Y-Site, Rotat Male LL 1/EA 50EA/CS		$63.79
110	IV ADMIN Ext Set, Dial-a-Flo Flow Controller, 18 inch, Prepierced Y-site, Option Lok, Female Adap		$121.07
111	Curaplex 8" Exten Set, Rmvble Sure-Lok, NeedleFree Connect, Rotating Male LL 1/EA 50EA/CS		$114.81
112	FILTERLINE SET, NON HUMIDIFIED, INTUBATED, ADULT/PEDIATRIC 100EA/BX		$245.50
113	SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100EA/BX		$206.63
114	Stopcock, 3-way, w/2 Female Luer Lock Syringe Attachment, 1 Male Spin-Lock Connector 100ea/cs		$14.51
115	Curaplex Sharps Container, 4 Quart 1/EA 12EA/CS		
116	Combat Application Tourniquet (CAT) Orange, Gen 7, One-handed Tourniquet - Windlass System	$25.10	
117	14 QT FRIDGE/FREEZING/HEATING ABILITY, DIGITAL THERMOMETER W/DISPLAY, 12V DC, EMS ENGEL		
118	TRANSIT SLIDE LOCK PLATE FOR ENGEL 15 QT FRIDGE-FREEZER MD14F AND MHD13F-DM, ALSO NEED 1890-17201		
119	IV Flush Syringe, Normal Saline 2.5ml Prefilled 3cc Syringe 100ea/bx 10bx/cs		$29.32

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120	Curaplex Select Nasopharyngeal Airway, 14 Fr, 3.0mm, Latex Free PVC 10ea/bx		
121	Curaplex Select Nasopharyngeal Airway, 16 Fr, 3.5mm, Latex Free PVC 10ea/bx		
122	Curaplex Select Nasopharyngeal Airway, 18 Fr, 4.0mm, Latex Free PVC 10ea/bx		
123	Curaplex Select Nasopharyngeal Airway, 20 Fr, 5.0mm, Latex Free PVC 10ea/bx		$21.02
124	Curaplex Select Nasopharyngeal Airway, 22 Fr, 5.5mm, Latex Free PVC 10ea/bx		$21.02
125	Curaplex Select Nasopharyngeal Airway, 24 Fr, 6.0mm, Latex Free PVC 10ea/bx		$20.67
126	Curaplex Select Nasopharyngeal Airway, 26 Fr, 6.5mm, Latex Free PVC 10ea/bx		$19.93
127	Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Latex Free PVC 10ea/bx		$20.89
128	Lidocaine 2% 100mg, 5ml Vial, Preservative Free 10/bx		$25.56
129	Curaplex Select Endotracheal Tube with Stylette, 7.5mm, Cuffed 10ea/bx 10bx/cs		$16.00
130	Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Uncuffed 10ea/bx 10bx/cs		$21.02
131	Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Uncuffed 10ea/bx 10bx/cs		$20.65
132	Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Uncuffed 10ea/bx 10bx/cs		$21.02
133	Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Uncuffed 10ea/bx 10bx/cs		$21.02
134	King LTS-D Supraglottic Airway Kit Size 2.5 1/EA 5EA/CS	$196.04	
135	King LTS-D Supraglottic Airway Kit Size 2 1/EA 5EA/CS	$193.23	
136	King LTS-D Supraglottic Airway Kit Size 3 Yellow 1/EA 5EA/CS	$182.53	
137	King LTS-D Supraglottic Airway Kit Size 4 Red 1/EA 5EA/CS	$182.53	
138	King LTS-D Supraglottic Airway Kit Size 5 Purple 1/EA 5EA/CS	$182.53	
139	ET Tube Introducer, Bougie-To-Go, Adult w/ Coude Tip, 15 FR, 60mm, 10/PK	$71.80	
140	Laryngoscope Handle, GreenLine/D, Fiber Optic, Disposable, Textured Grip 20ea/bx		
141	ECG electrode, Neotrode, pediatric and neonatal, 3/pk 100pk/cs		$228.73
142	PACK COLD INSTANT 5X9IN 1/EA 24EA/CS		$31.32
143	Suction Canister, 300cc, for the LCSU 4 (300ml) Suction Unit, incl Tubing, Disposable	$16.11	
144	Suction Unit, LCSU 4 (Laerdal Compact Suction Unit), 300ml	$512.04	
145	Replacement Battery for LCSU 4 and LCSU 3	$115.50	
146	Electrodes, BlueSensor SP, Medium Size, Pediatric/Adult 10/PK 200PK/CS		$113.73
147	STAT PADZ II ADULT FOR ZOLL AED PLUS X Series, AED PRO, M Series, R Series and E Series	$209.13	
148	STAT PADZ II PEDIATRIC FOR ZOLL AED PLUS, AED PRO, M Series, R Series and E Series	$118.59	

Attachment: ITB 21-087 AGENDA Medline (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

149	Curaplex BVM, Adult, Mask Size 5, Universal Connector, 7FT O2 Tubing 1/EA 10EA/CS		$53.70
150	Curaplex BVM, Infant, Mask Size 2, Universal Connector, 7FT O2 Tubing, Pop-Off Valve 1/EA 10/EA CS		$113.37
151	Curaplex BVM, Child, Mask Size 3, Universal Connector, 7FT O2 Tubing, Pop-Off Valve 1/EA 10EA/CS		$67.30
152	OMNI Pro X ICC Blue BLS/ALS System (TS2 Ready) Infection Control	$280.89	
153	RECOVER PRO X Complete Infection Control O2 Response Bag, Red	$191.60	
154	XTRA FILL PRO X Complete Infection Control (TS2 Ready) Red	$70.43	
155	*DC-VEND-USE 2523-81014 * Meret AIRWAY PRO Intubation Tri-Fold Module, Blue, TS2 Ready	$92.11	
156	AIRWAY PRO Intubation Tri-Fold Module (TS2 Ready)	$92.11	
157	*DC-VEND-NO SUB * Meret XTRA FILL PRO Module, Blue, TS2 Ready	$70.43	
158	C4 Midazolam 10mg, 10ml vial 10 / box		
159	PNEUMOTHORAX TRAINER MANIKIN	$1,241.54	$0.00
160	CRICOID STICK SIMULATOR		$0.00
161	NIBP Cuff, Infant, Reusable, Bayonet, for use w/LifePak 15 and LifePak 12		$38.54
162	NIBP Cuff, Adult, Reusable, Bayonet, for use w/LifePak 15 and LifePak 12		$39.27
163	NIPB Cuff, Large Adult, Reusable, Bayonet, for use with LifePak 15 and Life Pak 12		$43.17
164	M-LNCS Pdtx-3 Spo2 Pediatric Pulse Oximeter Sensor 3 foot Cable 1EA 20EA/BX	$255.16	
165	*NON RETURNABLE* NO CANCEL* Medsource Non-contact Infrared thermometer IR 300 40EA/CS	$2,041.31	
166	Probe Covers, Braun Thermoscan PRO 6000 Ear Thermometer, Disposable 200/bx 25bx/cs		$404.97
167	Curaplex ECG Chart Paper, Thermal,108mm,Red Grid, for Physio-Control LP11, LP12 , LP15 1/RL 60RL/CT		$12.03
168	Gauze pad, 4 in x 4 in, 12 ply, sterile, 1/pk, 25pk/bx, packaged in a closed top dispenser box		$52.94
169	Control Solution, Assure Prism Multi, L1 and L2, 1 bottle of EA/BX		$45.50
170	Blood Glucose Test Strips, Assure Prism Multi 50/bx*Approved for Multipatient Use*		$19.00
171	Curaplex Safety Lancet, 21g 100/BX 48BX/CS		$333.66
172	Emergency blanket, 54in x 80in, yellow, hvy duty fluid impervious, ind wrapped 50ea/cs	$121.22	
173	Gauze sponge, basic economy, 4 in x 4 in, 8 ply, non-sterile, 200/bg 20bg/cs		$48.43
174	Curaplex EMS Shears, Black, 5.5in 1/EA 300EA/CS		$49.76
175	Gloves, Defender, XL, Standard 10 in Cuff, Nitrile, Powder Free, Slate Blue 100/bx 10bx/cs		$109.54
176	BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS		$38.40

Attachment: ITB 21-087 AGENDA Medline (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

177	Gloves, Frontline, 2XL, High Risk 12 in Cuff, Nitrile, Powder Free 90/bx 10bx/cs		
178	BIOHAZARD BAG 1-6 GAL CAPACITY 11 IN X 14 IN 50/BX 10BX/CS ULTRA-TUFF		
179	*DC-VEND-NO SUB *NON-RETURNABLE* SLEEVE WHITE GAUNTLET, ELASTIC OPENINGS, 18 IN 200/CS		
180	Curaplex Oxygen Nasal Cannula, Adult, Conventional, Green, 7 ft Tubing 50ea/cs		$17.29
181	Curaplex Oxygen Nasal Cannula, Pediatric, Conventional, Green, 7 ft Tubing 50ea/cs		$34.87
182	Curaplex Oxygen Mask, Infant, Elongated, Total NRB w/o Vent, Reservoir Bag, 7 ft Tubing 50ea/cs		$109.61
183	Curaplex Burn Sheet, 60 inch x 90 inch, Sterile 50ea/cs		$126.80
184	Curaplex Select GreenLine/D Laryngoscope Blade, MAC 2, Fiber Optic, Child, Disposable 20ea/cs		
185	Curaplex Select GreenLine/D Laryngoscope Blade, MAC 3, Fiber Optic, MED Adult, Disposable 20ea/cs		
186	Curaplex Select GreenLine/D Laryngoscope Blade, MAC 4, Fiber Optic, LG Adult, Disposable 20ea/cs		
187	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 0, Fiber Optic, Neonate, Disposable 20ea/cs		
188	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 1, Fiber Optic, Infant, Disposable 20ea/cs		
189	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 2, Fiber Optic, Child, Disposable 20ea/cs		
190	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 3, Fiber Optic, MED Adult, Disposable 20ea/cs		
191	Curaplex Select GreenLine/D Laryngoscope Blade, MILLER 4, Fiber Optic, LG Adult, Disposable 20ea/cs		
192	*DC-USE 2442-BVM550 * Curaplex Select Resuscitation Bag, Child, #3 Mask, 7 ft, Reservoir, St Connect		$67.30
193	MILITARY VERSION TRACTION SPLINT, FARETEC CT-6, W/BLACK BAG, 1/2 IN DIAMETER POLE		
194	Hypodermic needle, regular bevel, 18 ga x 1 in., sterile 100/bx 20bx/cs		$4.68
195	Sling, Arm, Standard, SM, Blue		
196	Sling, Arm, Standard, LG, EA		
197	Sling, Arm, Standard, MED, EA		
198	Control-Cric, including Cric-knife, Cric-key, Square Obturator, Extension tube, Wedge	$914.63	
199	Control-Cric Training Kit	$1,036.59	
200	Curaplex Extrication Collar, Adult, Single-use, Adjustable, 8 Settings 30ea/cs		
201	Curaplex Extrication Collar, Mini, Single-use, Adjustable, 6 Settings 30ea/cs		
202	Posey Foam Limb Holders 1/PR		
203	Carbon leg traction splint, CT-EMS, Civilian version, with blue bag, orange straps		

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204	Curaplex Patient Transporter 1ea 10ea/cs		$190.05
205	Curaplex Disposable Penlight 6/pk, 60pk/cs		$3.98
206	Curaplex Pressure Infuser, Bag, 1000ml 5/bx 5bx/cs		$88.34
207	INTRAVENOUS (IV) ADMINISTRATION SET NEEDLE FREE 1 Y SITE 1 VALVE 10 DROP 83 IN 50/CS		$63.79
208	CATHETER INTRAVENOUS (IV) 22 GAUGE X 1 IN 50/BX 4BX/CS PROTECTIV PLUS	$77.80	
209	CATHETER INTRAVENOUS (IV) 16 GAUGE X 1.25 IN 50/BX 4BX/CS PROTECTIV PLUS	$77.80	
210	CATHETER INTRAVENOUS (IV) 24 GAUGE X 0.75 IN 50/BX 4BX/CS PROTECTIV PLUS	$77.80	
211	CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX 4BX/CS PROTECTIV PLUS	$77.80	
212	CATHETER INTRAVENOUS (IV) 20 GAUGE X 1 IN 50/BX 4BX/CS PROTECTIV PLUS	$77.80	
213	CATHETER INTRAVENOUS (IV) SAFETY 14 GAUGE X 1.25 IN 50/BX 4BX/CS PROTECTIV PLUS	$77.80	
214	IV Solution, Sodium Chloride 0.9% 25ml Fill in a 100ml Bag 116ea/cs	$297.14	
215	IV Admin Set, Pediatric 83 in, 60 Drop,1 Y-Site, 1 Valve 50ea/cs	$47.42	
216	IV Solution, Sodium Chloride 0.9% 100ml Bag, Singles 96ea/cs	$252.81	
217	ULTRA-SHORT BOARD RED NO PINS		
218	AmbuMan Wireless		
219	Bite block / tongue depressor, semi rigid plastic, disposable 50ea/cs		$0.86
220	Guedel Face Piece - Ambuman 5ea/pk		
221	Ambu Man Physio Control Fast Patch Training Cable		
222	AmbuMan Battery Pack		
223	Ambu Kit I.O. Access Kit		
224	AmbuMan Advanced		
225	VENATECH IM SUB Q SIMULATOR	$87.07	
226	Humerus Intraosseous (IO) Trainer	$530.56	
227	Curaplex NPA Kit Contains 20F-36F 9pk		
228	Life/form Infant CRiSis Manikin, Deluxe Complete, w/Interactive ECG Simulators	$2,942.34	
229	ATROPINE 1MG 10ML LUER JET 1006B 10EA/PK	$135.99	
230	Emergency Tape, PediaTape, for Pediatric Patients, Measure length and estimate weight 2021 Version	$24.23	
231	THIAMINE 100MG/ML 2ML MDV 2122 25EA/PK 40PK/CS	$267.65	
232	GLUCAGEN DIAGNOSTIC KIT 1MG 2050	$180.73	
233	Calcium Chloride 1gm, 10ml Luer Jet 1010B 10/BX	$80.63	
234	Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B 10ea/pk	$113.86	
235	NALOXONE 2MG 2ML LUER JET 1029B 10EA/CS	$563.19	
236	LIDOCAINE 2% 100MG 5ML LUER JET 1026B 10EA/PK	$41.97	
237	ATROPINE 1MG 10ML LIFESHIELD SYRINGE 1006A 10EA/BX	$101.95	
238	EPINEPHRINE 1:10000 1MG 10ML LIFESHIELD SYRINGE 1019A 10EA/BX	$110.86	

Attachment: ITB 21-087 AGENDA Medline (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

239	*MFCTR EXP DATE NOV 2021* QUELICIN 200MG 10ML VIAL*REFRIGERATION REQUIRED* 25EA/BX	$394.25	
240	*DCV-NO SUB * R-CAT Window for STEMI		
241	SODIUM BICARBONATE 8.4% LIFESHIELD SYRINGE 1035A 10EA/BX	$212.00	
242	DEXTROSE 50% 25GM, 50ML ANSYR SYRINGE 1013C 10EA/BX	$123.05	
243	C2 FENTANYL 0.05MG/ML 2ML SDV 25/BX		
244	LTD QTY - Curaplex Endotracheal Tube with Stylette, 5.0mm, Cuffed 10ea/bx 10bx/cs		$16.00
245	LTD QTY - Curaplex Endotracheal Tube with Stylette, 6.0mm, Cuffed 10ea/bx 10bx/cs		$16.00
246	LTD QTY - Curaplex Endotracheal Tube with Stylette, 7.0mm, Cuffed 10ea/bx 10bx/cs		$16.00
247	LTD QTY - Curaplex Endotracheal Tube with Stylette, 7.5mm, Cuffed 10ea/bx 10bx/cs		$16.00
248	LTD QTY - Curaplex Endotracheal Tube with Stylette, 8.0mm, Cuffed 10ea/bx 10bx/cs		$16.00
249	LTD QTY - Curaplex Endotracheal Tube with Stylette, 8.5mm, Cuffed 10ea/bx 10bx/cs		$16.00
250	LTD QTY - Curaplex Endotracheal Tube with Stylette, 9.0mm, Cuffed 10ea/bx 10bx/cs		$16.00
251	FORCEPS MAGILL INTUBATING CHILD 8 IN 12/BX		$72.62
252	FORCEPS MAGILL INTUBATING ADULT 10 IN 12EA/BX		$72.68
253	MICRO MIST NEBULIZER W/TEE, MOUTHPIECE AND 7 FT TUBING 50EA/CS		$40.56
254	MASK REBREATHER ONLY INFANT 50EA/BX 395406	$109.61	
255	Curaplex OB Kit Sealed Standard with Head Warmer		$8.52
256	INTRAVENOUS (IV) ARMBOARD DISPOSABLE 3 IN X 18 IN 100/CS		$0.62
257	GLUTOSE 15GM - LEMON FLAVOR 3/PACK 12PK/CS 2053	$12.07	
258	ECG electrode, Medi-Trace 230, adult, foam, teardrop shape, cond. adhesive hydrogel, 30/pk (20PK/CS)		$87.35
259	Electrode, Medi-Trace Mini, ECG monitoring, pediatric, foam, teardrop shape, adhesive hydrogel 5/pk		$115.60
260	ONDANSETRON 4MG 2ML VIAL 25EA/BX	$20.50	
261	Kerlix roll, 3.4 in. x 3.6 yards, 6 ply, sterile in soft pouch, prewashed, 96ea/cs		$55.29
262	Supraglottic Airway Tube Only, KING LTS-D, Size 2.5, Orange, Pedi 25-35kg, w/Suction Port 10ea/cs	$363.27	
263	Supraglottic Airway Tube Only, KING LTS-D, Size 2, Green, Pediatric 12-25kg, w/Suction Port 10ea/cs	$363.27	
264	Supraglottic Airway Tube Only, KING LTS-D, Size 3, Yellow, Adult 4-5 ft, w/Suction Port 10ea/cs	$343.53	
265	Supraglottic Airway Tube Only, KING LTS-D, Size 4, Red, Adult 5-6 ft, w/Suction Port 10ea/cs	$343.53	

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266	Supraglottic Airway Tube Only, KING LTS-D, Size 5, Purple, Adult over 6 ft, w/Suction Port 10ea/cs	$343.53	
267	Lidocaine 2% 100MG 5ML Lifeshield Syringe 1026A	$41.97	
268	Atropine 1MG 10ML Lifeshield Syringe 1006A	$101.95	
269	Epinephrine 1:10000 1MG 10Ml Lifeshield Syringe 1019A	$110.86	
270	Calcium Chloride 1GM 10ML Lifeshield Syringe	$80.63	
271	Biohazard bag, 43 in. x 55 in., 55 gal, 3.0 mil, red with black print Biohazardous Waste 100/cs		
272	Curaplex Oxygen Mask, Pediatric, Elongated, Total NRB, w/o Safety vent, 7 ft Tubing 50ea/cs		$40.46
273	Curaplex Oxygen Mask, Adult, Elongated, High Conc, Total NRB w/o Vent, Reservoir Bag, Tubing 50ea/cs		$40.66
274	Suction Catheter, 6 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs		$42.20
275	Suction Catheter, 8 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs		$43.44
276	Suction Catheter, 10 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs		$41.66
277	Suction catheter, 12 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs		$42.87
278	Suction Catheter, 14 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs		$40.94
279	Suction catheter, 16 Fr, coiled, w/ whistle tip and thumb control port, sterile, disp, LF 50ea/cs		$48.18
280	Suction catheter, 18 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF 50ea/cs		$45.89
281	Curaplex Yankauer Suction Kit, Bulb Tip and Tubing w/Control Vent, 1/4 in ID x 6 ft Tubing 20ea/cs		$18.50
282	STETHOSCOPE BLACK 22 IN 20/CS SPRAGUE		$8.16
283	I.V. armboard, 2 in. x 4 in., corrugated core, foam padding covered in white vinyl, disp, 50 ea/cs		$14.26
284	I.V. armboard, 2 in. x 6 in., corrugated core, foam padding, covered in vinyl, disp 50ea/cs		$13.21
285	IV armboard, 2in x 9in, corrugated core, foam padding covered in white vinyl, disposable 50/cs		$26.26
286	SUCTION UNIT ASPIRATOR TYPE LATEX FREE 40EA/BX MECONIUM		
287	Albuterol Sulfate 0.5%, 2.5 mg / 0.5 mL Unit Dose, Inhalation Solution Nebulizer Vial 30 Vials/BX	$7.92	
288	IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile 100ea/bx 4bx/cs		$30.44
289	Bumetanide 2.5mg, 10ml Vial 10/bx	$72.43	
290	Diltiazem, 25mg, 5ml Vial *Refrigerate* 10ea/Box	$46.16	
291	C4 Lorazepam, 2mg, 1ml Vial *Refrigerate* 25/Box		

Attachment: ITB 21-087 AGENDA Medline (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

292	EXT SET INTRAVENOUS (IV) REGULATOR WITH INJECTION SITE 20 IN (50/CS)		$127.00
293	NAIL POLISH REMOVER PAD, 1 1/4 INCH X 2 5/8 INCH, ACETONE FREE 100/BX 10BX/CS		$2.84
294	IV Solution, Sodium Chloride 0.9% 500ml Bag 24ea/cs	$115.50	
295	IV Solution, Sodium Chloride 0.9% 1000ml Bag 12ea/cs	$53.91	
296	POVIDONE IODINE (PVP) PREP PADS 100/BX 10BX/CS		$3.12
297	C2 Morphine 10mg 1ml Vial 25/bx		
298	Ondansetron 4mg, 2ml vial 25EA/BX	$20.50	
299	LTD QTY - Curaplex Ring Cutter		$8.89
300	SYRINGE ONLY LUER LOCK 60CC (#3SS-60L) 25/BX		$13.54
301	SYRINGE ONLY LUER LOCK 20-25CC 50/BX 10BX/CS 26280		$5.93
302	NEEDLE HYPODERMIC 25 GAUGE X 1 IN 100/BX 20BX/CS		$4.68
303	NEEDLE HYPODERMIC 22 GAUGE X 1 IN 100/BX 20BX/CS		$4.73
304	INTRAOSSEOUS (IO) NEEDLE 15 GAUGE, JAMSHIDI, ADJUSTABLE LENGTH FROM 3/8 IN TO 1 7/8 INCH 10/CS		
305	BLUNT FILTER NEEDLE 18 GA X 1.5 100/BX 10BX/CS		$7.21
306	Curaplex Sharps Solo, Sharps container with one time lockable seal, 6.5 in 24ea/cs		$38.91
307	MANIKIN AIRWAY MANAGEMENT TRAINER WITH CARRY BAG CHILD - 3 YEAR OLD	$730.69	
308	INTRAOSSEOUS (IO) INFUSION TRAINER SIMULATOR	$527.63	
309	INTRAOSSEOUS (IO) BONES 10/PK	$72.00	
310	MANIKIN SKIN REPLACEMENT KIT 2 PAIR/PK	$209.20	
311	INJECTABLE TRAINING ARM ADULT, WHITE SKIN	$568.53	
312	LTD QTY - Curaplex Endotracheal Tube with Stylette, 4.0mm, Cuffed 10ea/bx 10bx/cs		$15.33
313	Curaplex IV Start Kit, incl IV Guard, Alcohol Prep, 2x2 Gauze, LF Tourniquet 100EA/CS		$75.85
314	SPLINT, SAM, ORANGE/BLUE, ROLLED, 4.25 IN X 36 IN 60/CS	$516.63	
315	LTD QTY - Curaplex Laryngoscope Handle, Fiberoptic, Adult		
316	I/O LEG W/STAND	$239.84	
317	Sodium Bicarbonate 8.4% Lifeshield Syringe 1035A	$212.00	
318	Etomidate, 20mg, 10ml Vial 10EA/BX	$92.76	
319	AMIDATE (ETOMIDATE) 40MG, 20ML VIAL 10EA/BX	$72.76	
320	Curaplex IV Start Kit w/Tegaderm, Alcohol Prep,2x2 Sponge,1 In Clear Tape,LF Tourniquet 1ea 50ea/cs		
321	Assure Prism Orange Kit ADVANCED		
322	GO-PAP with Neb- Connect Capno Kit: Adult Lg Mask, Cap Style Headgear, ETCO2	$520.40	
323	Case, Pelican 1500EMS, Orange with EMS Insert in Lid, Padded Dividers, 18 1/2 in. x 14 in x 7 in	$203.31	
324	Case, Pelican 1600EMS, Orange with EMS Dividers, OD 24 1/4 in L x 19 7/16 in x 8 11/16 in	$370.00	
325	IV Solution, Dextrose 10% 250ml Bag 24ea/cs	$62.03	

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326	Berman airway, 70 mm, white, non-sterile, individually wrapped 50ea/bx		$2.76
327	GO-PAP/Capno Kit with BiTrac ED w/ NEB - Adult Medium	$453.94	
328	GO-PAP/Capno Kit with BiTrac ED w/ NEB - Adult Large	$453.27	
329	IV Solution, Sodium Chloride 0.9% 1000ml Bag 12ea/cs	$53.91	
330	Nasopharyngeal airway NP, 12 Fr, adjustable flange, disposable, sterile 10ea/bx		
331	Nasopharyngeal airway kit, LF, Robertazzi, incl 20, 22, 24, 26, 28, 30, 32, 34 and 36 Fr, w/jelly		
332	*DC-VEND-NO SUB * Electrodes, Red Dot, Diaphoretic Foam, Adult, 2.2in x 2 in w/o Abrader 50/bg 20bg		$87.35
333	Curaplex Nebulizer Kit, BVM Connection, Latex Free		
334	Aspirin 81mg Chewable, Orange Flavor 36/Bottle		$1.01
335	ALBUTEROL 0.083% 2.5MG/3ML 25VIALS/BX	$5.05	
336	C3 Ketamine 50mg/ml, 10ml Vial 10/ box		
337	IPRATROPIUM BROMIDE 0.02%, 0.5MG/2.5ML UNIT DOSE 25/BX	$6.89	
338	IPRATROPIUM BROMIDE 0.02% 0.5MG/2.5ML 30/BX	$6.89	
339	SET IV EXT FLOW CONTROLLER MICROCLAVE CLEAR NEEDLE-FREE CONN 1/EA 50EA/CS	$121.07	
340	INTRAVENOUS (IV) ARMBOARD 1 IN X 4 IN 50/CS		$0.59
341	EXTENSION WITH AMSAFE NEEDLELESS INJECTION SITE 8 IN 100/CS	$114.81	
342	NARCOTIC BOX, CLEAR TOP W/ LOCK, 6.25 IN W X 7.25 IN L X 1.125 IN H		
343	Oxygen Regulator, 0-25 Liter 2 DISS	$60.41	
344	WIPES BLEACH MICRODOT (160/TUB)		$50.40
345	EYE PAD STERILE OVAL 2 5/8 IN X 1 5/8 IN 50/PK 12PK/CS		$37.59
346	BANDAGE TRIANGULAR 40 IN X 40 IN X 56 IN 12EA/BG 20BG/CS		$55.37
347	MANIKIN AIRWAY MANAGEMENT TRAINER INFANT	$664.90	
348	LAERDAL AIRWAY MANAGEMENT TRAINER	$2,035.66	
349	DELUXE CHILD CRISIS MANIKIN W/ARRHYTHMIA SIM	$4,020.06	
350	ARS for Needle Decompression, 14 ga x 3.25 in, w/Protective Case, Orange Band/Hub		
351	Berman Airway 50MM Individually Wrapped Lt. Blue 50/BX		$3.71
Grand Total		**$36,938.25**	**$8,480.38**

Attachment: ITB 21-087 AGENDA Medline (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 10/14/2021

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.
540 W. MADISON
CHICAGO, IL 60661

CN101705524-Stnd-GAWUP-21-22 USA

CONTACT NAME: Medline Industries, Inc.
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: riskmanagement@medline.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corporation	15105
INSURER B : N/A	N/A
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Medline Industries, LP
3 Lakes Dr
Northfield, IL 60093

COVERAGES **CERTIFICATE NUMBER:** CHI-009948534-01 **REVISION NUMBER:** 1

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			GL 4065036	07/01/2021	07/01/2022	EACH OCCURRENCE	$ 1,000,0
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,0
							MED EXP (Any one person)	$ 10,0
							PERSONAL & ADV INJURY	$ 1,000,0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,0
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ SEE BELO
	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			LDS 4065032 (AOS)	07/01/2021	07/01/2022	X PER STATUTE [ ] OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y	N / A		PS 4065034 (WI)	07/01/2021	07/01/2022	E.L. EACH ACCIDENT	$ 1,000,0
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,0
							E.L. DISEASE - POLICY LIMIT	$ 1,000,0

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 is/are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

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

Marsh USA Inc.

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Attachment: ITB 21-087 AGENDA Medline (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

POLICY NUMBER: GL 4065036

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 90 days except 10 days' notice for non-payment of premium where allowed by state law.

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Attachment: ITB 21-087 AGENDA Medline (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

Copyright, Insurance Services Office, Inc., 1992

POLICY NUMBER: GL 4065036

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):
Person(s) or Organization(s) as required by written contract when such written contract is executed prior to an occurrence, offense or loss to which this endorsement applies. Any individually scheduled Waivers shall not be construed to override nor negate this blanket Waiver.
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: ITB 21-087 AGENDA Medline (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

© Insurance Services Office, Inc., 2018

SAFETY NATIONAL CASUALTY CORPORATION
ST. LOUIS, MISSOURI

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 99 99 23**

90 DAY CANCELLATION ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Under Part Six – Conditions, Item 2 of Paragraph **D. Cancellation** is amended to read:

2. We must mail or deliver to you not less than 90 days advanced written notice stating when the cancellation is to take effect, except for when cancellation of the policy is for non-payment of premium. If cancellation of the policy is for non-payment of premium, we must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing such notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) AS OF THE FORM EFFECTIVE DATE FOR THIS POLICY:

AL, AR, CO, CT, DE, DC, GA, HI, ID, IN, IA, KS, LA, MA, MS, NE, NV, NM, NY, OK, RI, SD, TN, VA, WV

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2021 Policy No. LDS4065032 Endorsement No.

Insured MEDLINE INDUSTRIES, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

WC 99 99 23 (10 00)

Attachment: ITB 21-087 AGENDA Medline (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

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 anyone not named in the Schedule.

SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2021 Policy No. LDS4065032 Endorsement No.

Insured MEDLINE INDUSTRIES, INC. Premium $ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

© 1983 National Council on Compensation Insurance.

Attachment: ITB 21-087 AGENDA Medline (18564 : ITB 21-087 Medical Supplies for Fire Rescue Purchase and Delivery)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	QTE 21-152 Contract Mowing and Landscape services for EMS Admin and Maintenance bldg; JDMF, LLC
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

On August 22, 2021, Staff issued a Request for Quote for QTE 21-152 Contract Mowing for the Emergency Management Services Administration Office and Maintenance Building Property and received three quotes.

Staff is requesting approval to award JDMF, LLC to provide the mowing services for QTE 21-152 as the lowest most responsible Bidder at a cost of $14,740.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
2675-53400	Other Contra	$251,990	$0	$196,930	$55,060

Grounds Maintenance-Other Contractual Services
*available balance prior to award

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Agreement between Citrus County, Florida and JDMF, LLC to provide the mowing, trimming and mulching for the Emergency Management Services Administration and Maintenance Building property.

Board of County Commissioners

Department of Community Services
Division of Parks and Recreation
Grounds Maintenance Section

M2021-66

MEMORANDUM

TO: Linda Morse, Purchasing & Contracts Manager

THROUGH: Mariselle Rodriguez, Director of Community Services

THROUGH: Francine Nobles, Director of Parks and Recreation

FROM: Robert C. Glancy, Jr., Grounds Maintenance Manager

DATE: September 24, 2021

SUBJECT: QTE #21-152– Contractual Mowing for the Nature Coast Emergency Management Services (EMS) Administration Office and Maintenance Building Property

Grounds Maintenance has completed the review of the submitted quote information for Contractual Mowing Services of Nature Coast EMS, QTE #21-152, with a closing date of September 22, 2021. We agree with the bid tabulations and accept JDMF, LLC from Gotha, FL as the lowest, responsive quote.

There were three (3) vendors who attended the pre-bid meeting and submitted quotes by the closing date. All three vendors are non-local companies.

Please contact me should you have any questions.

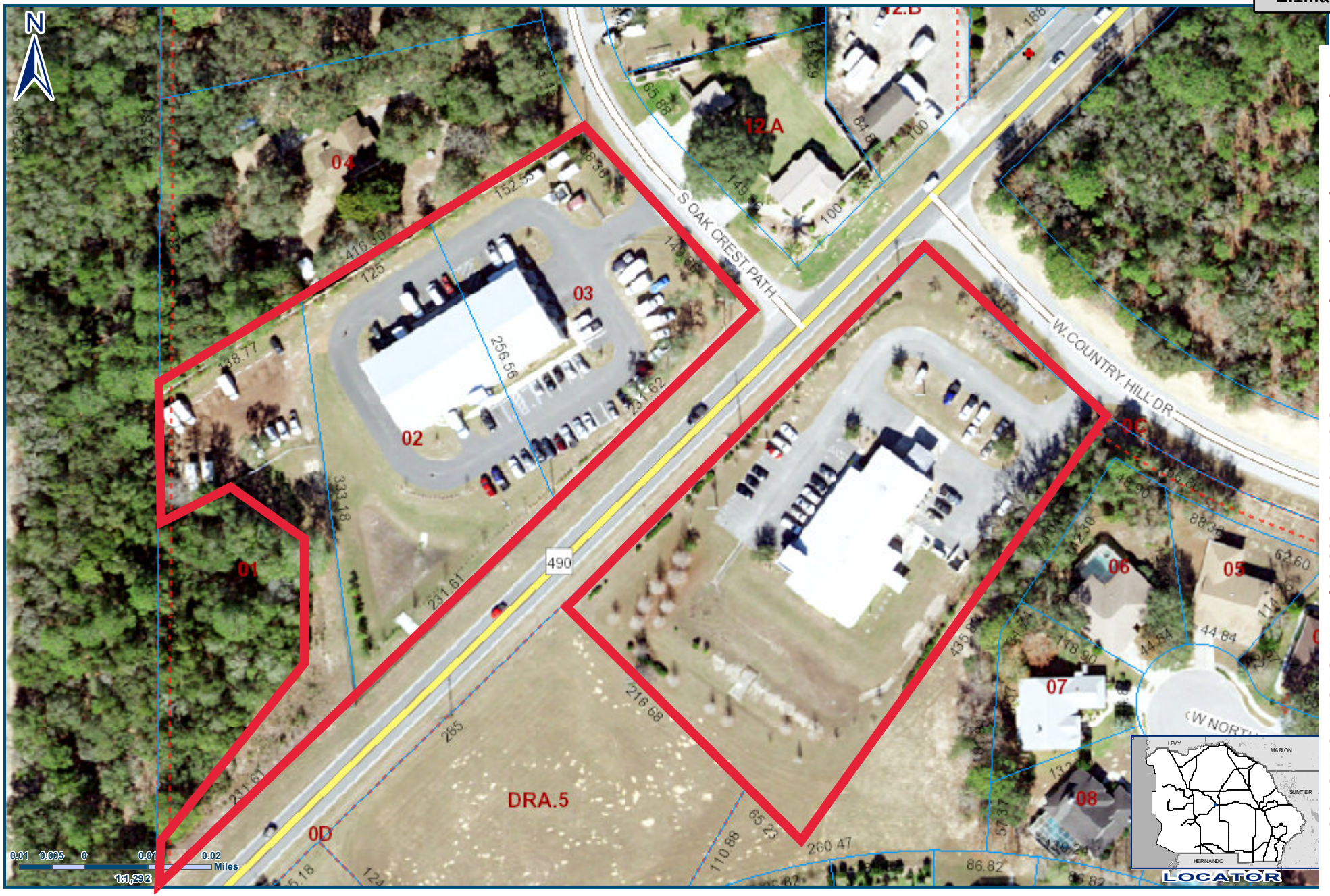
RCGJr/ray

Enclosures

Attachment: 11-9-21 QTE 21-152 AGENDA (18492 : QTE 21-152 Contract Mowing and Landscape services for EMS Admin and Maintenance

QTE 21-152 Nature Coast EMS Landscape Maintenance		Osceola Connection Outdoors, LLC	JDMF, LLC	Smith and Son LawnCare Inc
Mowing Services	Admin Building	$ 200.00	$ 135.00	$ 475.00
	Maint Building	$ 225.00	$ 135.00	$ 450.00
	Total (per cut * 30)	$12,750.00	$ 8,100.00	$ 27,750.00
Mulching	Admin Building	$ 1,700.00	$ 2,100.00	$ 100.00
	Maint Building	$ 190.00	$ 140.00	$ 250.00
	Total (per time * 2)	$ 3,780.00	$ 4,480.00	$ 700.00
Hedge Trimming	Admin Building	$ 400.00	$ 270.00	$ 150.00
	Maint Building	$ 100.00	$ 270.00	$ 100.00
	Total (per time * 4)	$ 2,000.00	$ 2,160.00	$ 1,000.00
	Inclusive Total	$18,530.00	$ 14,740.00	$ 28,450.00

Attachment: 11-9-21 QTE 21-152 AGENDA (18492 : QTE 21-152 Contract Mowing and Landscape services



Nature Coast EMS
Administration Office
Maintenance Building

My Map of Citrus County

Geographic Information Systems

Prepared By : Web User

Date: 7/21/2021

Source: Enterprise Geodatabase

Copyright © 2014 Citrus County B.O.C.C.

Cynthia Skelhorn
Director

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is printed. However, all information provided must be independently verified by the user.

Citrus County shall not be liable for any claims, demands, or losses of any kind in connection with the use of this information, including but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of this information and the viewing, copying, or distributing of these materials.

Attachment: 11-9-21 QTE 21-152 AGENDA (18492 : QTE 21-152 Contract Mowing and Landscape services

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/14/21

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

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

PRODUCER
OLSON INSURANCE
545 N Umatilla Blvd
Umatilla, FL 32784

CONTACT NAME:
PHONE (A/C, No, Ext): (352)669-4547 FAX (A/C, No): (352)669-4421
E-MAIL ADDRESS: olsonins@LCIA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: CLEAR BLUE INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
JDMF LLC
1901 BLACKWOOD AVENUE
GOTHA, FL 34734
(352)272-8835

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	BGFL0021398101	07/13/21	07/13/22	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) 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 listed as Additional Insured with respect to General Liability. A Waiver of Subrogation is included in favor of the Certificate Holder.

CERTIFICATE HOLDER
Citrus County, Florida
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 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
Susa McNamee

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Attachment: 11-9-21 QTE 21-152 AGENDA (18492 : QTE 21-152 Contract Mowing and Landscape services for EMS Admin and Maintenance

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 10/13/2021

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

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

PRODUCER

Bates Insurance Group, LLC
419 N. Grove St
Eustis FL 32726

CONTACT NAME: Allen Bates III
PHONE (A/C, No, Ext): 352-729-2504 **FAX (A/C, No):** 800-617-2404
E-MAIL ADDRESS: Allen@BatesInsGroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Progressive Express Insurance Company	10193
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

JDMF, LLC
4504 Calcos Drive
Tavares FL 32778

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:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS	Y	Y	01557161-1	12/20/2020	12/20/2021	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							PIP:	$ 10,000
	☐ 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? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path, 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

F. Allen Bates III

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Attachment: 11-9-21 QTE 21-152 AGENDA (18492 : QTE 21-152 Contract Mowing and Landscape services for EMS Admin and Maintenance

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 10/17/2021 **EXPIRATION DATE:** 10/17/2023

PERSON: JOSEPH D FANNIN JR **EMAIL:** JDMF28@GMAIL.COM

FEIN: 320470387

BUSINESS NAME AND ADDRESS:

JDMF LLC

1901 BLACKWOOD AVE

GOTHA, FL 34734

SCOPE OF BUSINESS OR TRADE:

Landscape Gardening & Drivers	Cleaner-Debris Removal - Construction

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 E01429703 QUESTIONS? (850) 413-1609

Attachment: 11-9-21 QTE 21-152 AGENDA (18492 : QTE 21-152 Contract Mowing and Landscape services for EMS Admin and Maintenance

AMBEST JDMF

Clear Blue Insurance Company

AMB #: 022327 **NAIC #: 28860** **FEIN #: 760227154**

Administrative Office
B-7 Tabonuco Street Suite 912
Guaynabo, Puerto Rico 00968United States
Web: www.clearblueinsurancegroup.com
Phone: 787-339-2100
AM Best Rating Unit: AMB #: 018868 - Clear Blue Insurance Group
Based on AM Best's analysis, 044030 - Pine Brook Capital Partners II (Cayman) 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:	April 13, 2021
Initial Rating Date:	December 11, 2015

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a- (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	April 13, 2021
Initial Rating Date:	December 11, 2015

Progressive Express Insurance Company

AMB #: 011760 **NAIC #: 10193** **FEIN #: 593213719**

Mailing Address
P.O. Box 89490
Cleveland, Ohio 44101-6490United States
Web: www.progressive.com
Phone: 440-461-5000
Fax: 440-603-5500
AM Best Rating Unit: AMB #: 058454 - Progressive Corporation
Based on AM Best's analysis, 058454 - Progressive 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:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 16, 2020
Initial Rating Date:	May 19, 1997

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 16, 2020
Initial Rating Date:	September 02, 2005

Attachment: 11-9-21 QTE 21-152 AGENDA (18492 : QTE 21-152 Contract Mowing and Landscape services for EMS Admin and Maintenance

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

JDMF, LLC, (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:

Joseph Fannin, Owner
JDMF, LLC
1901 Black Wood Avenue
Gotha, Florida 34734
Phone: 352-272-8835
Fax: None
Email: jdmfllc28@gmail.com

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

5.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Invitation to Bid, (4) provisions of Contractor's Bid, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:
1. Exhibit A – Pricing

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of two (2) years from the date that the Parties have executed the Agreement, with an option to renew for three (3) additional, one (1) year periods. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and Contractor. The date that Contractor shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Contractor. 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: 11-9-21 QTE 21-152 AGENDA (18492 : QTE 21-152 Contract Mowing and Landscape services for EMS Admin and Maintenance

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 mowing, edging, trimming, mulching and weeding at Nature Coast EMS Administration and Maintenance Offices. If County identifies any additional Services to be provided by Contractor that are not covered under the original Agreement, such additional services shall be made a part of this Agreement by a written Addendum.

10.0 Compensation to Contractor: Compensation to be paid to Contractor for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "A", attached to this Agreement. Contractor may request an increase in fees for any of the renewal terms. The request to increase the fees must be made in writing to County supported by a detailed justification that warrants the requested increase. The request must be submitted at least sixty (60) calendar days prior to the renewal date in order for a request to be considered by County. Such increase may be no greater than the annual consumer price index (CPI) or five percent (5%), whichever is less

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

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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.

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

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

14.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

14.2 Commercial General Liability: Contractor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

14.3 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 the Contractor does not own vehicles, the 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.

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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.

14.4.4 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.

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

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

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

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

14.5.6 For all policies of insurance: Contractor and its insurance carrier waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

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

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

14.5.9 With the exception of workers compensation policies, all required insurance policies must be written by a carrier having a minimum rating of A- by A.M. Best or similar rating company. All workers

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compensation policies must be written by carriers admitted in the State of Florida, and who participate in the Florida Insurance Guarantee Fund.

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:

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19.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

19.2 Assignment: Neither County nor Contractor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

19.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

19.4 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

***19.5* Conflict of Interest:** Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts.

> *"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

19.6 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.

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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 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.

19.10 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 Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

19.11 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.

19.12 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).

19.13 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.

19.14 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

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19.15 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

19.16 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.

19.17 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.

19.18 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.

19.19 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.

19.20 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

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19.21 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.

19.22 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.

19.23 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.

19.24 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Contractor will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Contractor's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Contractor in hiring assistance.

19.25 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.

19.26 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,

Attachment: 11-9-21 QTE 21-152 AGENDA (18492 : QTE 21-152 Contract Mowing and Landscape services for EMS Admin and Maintenance

directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

19.27 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.

19.28 Project Site Conditions: Contractor shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

19.29 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors, during the provision of the Services. Contractor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

19.30 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19.31 Relationship: Contractor is an independent contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

19.32 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.

19.33 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement.

19.34 Security and Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

19.35 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

Attachment: 11-9-21 QTE 21-152 AGENDA (18492 : QTE 21-152 Contract Mowing and Landscape services for EMS Admin and Maintenance

19.36 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.

19.37 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment or supplies ("direct purchase") instead of through the Contractor are exempt from sales, consumer, use and other similar taxes.

19.38 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the County of any other or further exercise thereof or the exercise of any other right.

20.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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Attachment: 11-9-21 QTE 21-152 AGENDA (18492 : QTE 21-152 Contract Mowing and Landscape services for EMS Admin and Maintenance

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

JDMF, LLC

Signature of Witness (1)

Dessie Decker
Printed Name of Witness (1)

Signature of Witness (2)

Carol L. Cristinzio
Printed Name of Witness (2)

BY: _____
JOSEPH FANNIN, OWNER

STATE OF Florida

COUNTY OF Hernando

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 6th day of October, 2021, by Joseph Fannin as Owner who is ☐ personally known to me or ☒ who produced FL. Driver License as identification.

Witness my hand and official seal this 6th day of October, 2021.

NOTARY PUBLIC Signature
Printed Name: Dessie Decker
Commission No.: HH 98987
Expiration Date: May 12, 2025

SEAL

DESSIE DECKER
Notary Public, State of Florida
Commission# HH 98987
My comm. expires May 12, 2025

Official use only

ATTEST:

ANGELA VICK, CLERK

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

BY: _____
, CHAIRMAN

DATE: _____

Attachment: 11-9-21 QTE 21-152 AGENDA (18492 : QTE 21-152 Contract Mowing and Landscape services for EMS Admin and Maintenance

EXHIBIT "A"

QTE 21-152 Nature Coast EMS Landscape Maintenance		JDMF, LLC
Mowing Services	Admin Building	$ 135.00
	Maint Building	$ 135.00
	Total (per cut * 30)	$ 8,100.00
Mulching	Admin Building	$ 2,100.00
	Maint Building	$ 140.00
	Total (per time * 2)	$ 4,480.00
Hedge Trimming	Admin Building	$ 270.00
	Maint Building	$ 270.00
	Total (per time * 4)	$ 2,160.00
	Inclusive Total	$ 14,740.00

Attachment: 11-9-21 QTE 21-152 AGENDA (18492 : QTE 21-152 Contract Mowing and Landscape services for EMS Admin and Maintenance

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 21-097 Transportation and Processing of Recyclable Commodities; Waste Pro of Florida, Inc.
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

July 18, 2021, staff issued ITB 21-097 Transportation and Processing of Single-Stream Recyclable Commodities to provide transportation, processing and marketing of recyclable material collected from Citrus County's drop-off collection centers in which one bid was received.

Staff desires to award Waste Pro of Florida, Inc. to provide transportation, processing and marketing of recyclable material collected from Citrus County's drop-off collection centers.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
5218-53400	Other Contra	$950,900	$27,560	$224,940	$698,400

Recycling-Other Contractual Services

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Waste Pro of Florida, Inc. to provide transportation, processing and marketing of recyclable material collected from Citrus County's drop-off collection centers.

PROCUREMENT AUTHORIZATION FORM

FOR PURCHASES IN EXCESS OF $ 35,000

Only complete the sections that apply and leave the rest blank. The last two pages are only if requesting an RFP/RFI/RFQ. Once completed send to Linda Morse at linda.morse@citrusbocc.com or interoffice mail.

(USE THE TAB KEY TO MOVE BETWEEN FIELDS)

NAME OF PROJECT: Transportation and Processing of Single-Stream Recyclable Commodities for Citrus County
(Two lines maximum)

DEPARTMENT / DIVISION: Department of Public Works / Solid Waste Management Division

ACCOUNT NUMBER:
(Four lines maximum) 401-5218-53400

BUDGET AMOUNT: $500,000.

FINANCING REQUIRED: YES ☐ NO ☑ **GRANT FUNDED:** YES ☐ NO ☑

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

Contractor to provide transportation, processing and marketing of recyclable materials collected from Citrus County's drop-off collection centers, which compose the Single-Stream Recycling program.

Justification: Diversion of recyclable materials from the waste stream going into the County's lined landfills cells saves airspace, thereby increasing the life of said cells.

This bid is to replace current ITB #16-026 (Transportation and Processing of Single-Stream Recyclable Commodities for Citrus County)

REQUESTOR (SIGNATURE) _____ **DATE** 5/10/2021

REQUESTOR (PRINT NAME) Joshua Tource **DATE** 5/10/2021

DIVISION DIRECTOR _____ **DATE** 5/10/2021

DEPARTMENT DIRECTOR _____ **DATE** 5/14/21

MANAGEMENT & BUDGET DIRECTOR _____ **DATE** 5.14.2021

Attachment: ITB 21-097 AGENDA (18550 : ITB 21-097 Transportation and Processing of Recyclable Commodities; Waste Pro of Florida, Inc.)

Bid Compliance

ITB 21-097

Transportation & Processing of Single Stream Recyclable Commodities

Waste Pro of Florida, Inc.
(Hernando, Florida)

Bid Form	YES
Certificate of Insurance	YES
Bidder's Representation & Certification Form	YES
Bidders Qualification Statement	YES
Copies of Licenses and Certifications	√ 20/21 Business Tax receipt √ State of Florida Dept of Health Operating Permit √ State of Florida Department of State
List of Sub-Contractors	YES

Attachment: ITB 21-097 AGENDA (18550 : ITB 21-097 Transportation and Processing of Recyclable Commodities; Waste Pro of Florida, Inc.)

CONTRACTORS FEE SCHEDULE:

*The quantities given are estimated quantities.

Table #1: Base Fee Paid to County						
COMMODITY	UNIT	*Estimated AMV	PROPOSED PROCESSING FEE / TON	% PAID TO COUNTY	*ESTIMATED TONS PER YEAR	SUBTOTAL = (AMV - CONTRACTOR'S FEE) x % X TONS (Value paid to County)
All Materials Commingled	Ton	$35.00	$120.00/ton	50%	2,600	($110,500.00)
						Enter in Table 3 Box 1

Table #2 Transportation Costs		
PROPOSED TRANSPORTATION FEE PER CUBIC YARD	*ESTIMATED NUMBER OF CUBIC YARDS	PROPOSED TRANSPORTATION COSTS PER YEAR (PROPOSED FEE x NUMBER OF CU. YARDS)
$2.50/cubic yard	75,000	$187,500.00
		Enter in Table 3 Box 2

Table #3 Tabulation of Base Fee and Total Transportation		
	TOTAL ANNUAL VALUE PAID TO COUNTY	PRICE PER YEAR
BOX 1	BASE FEE PAID TO COUNTY (Table # 1)	($110,500.00)
BOX 2	TRANSPORTATION COSTS (Table # 2)	$187,500.00
BASE BID TOTAL:	Box 1 Minus (-) Box 2	($77,000.00)

*The quantities given are estimated quantities.

Attachment: ITB 21-097 AGENDA (18550 : ITB 21-097 Transportation and Processing of Recyclable Commodities; Waste Pro of Florida, Inc.)

Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS
SOLID WASTE MANAGEMENT DIVISION

MEMORANDUM

DATE: August 21, 2021

TO: Linda Morse, Purchasing & Contract Manager, Department of Management & Budget

FROM: Henry C. Norris Jr, Director of Solid Waste Management

THROUGH: Randall Olney PE, Public Works Director

SUBJECT: ITB # 21-097 Transportation & Processing of Single Stream Recyclable Commodities

Waste Pro of Florida, Inc. is the only bid submitted for the Transportation & Processing of Single Stream Recyclable Commodities. Based on this fact and after review of the bid submittal, staff recommends award of the above referenced contract to Waste Pro of Florida, Inc.

Attachment: ITB 21-097 AGENDA (18550 : ITB 21-097 Transportation and Processing of Recyclable Commodities; Waste Pro of Florida, Inc.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/13/2021

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.
1560 Sawgrass Corporate Pkwy, Suite 300
Sunrise, FL 33323

CN105058554--GAWUP-20-21

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : XL Insurance America, Inc.	24554
INSURER C : National Fire & Marine Insurance Co	20079
INSURER D : XL Specialty Insurance Company	37885
INSURER E : N/A	N/A
INSURER F :	

INSURED
Waste Pro USA Inc. and its subsidiaries
2101 WSR 434, Suite #301
Longwood, FL 32779

COVERAGES **CERTIFICATE NUMBER:** ATL-004673447-29 **REVISION NUMBER:** 3

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			GEC300138203	11/22/2020	11/22/2021	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	500,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER							$	
A	AUTOMOBILE LIABILITY			RAE943788403	11/22/2020	11/22/2021	COMBINED SINGLE LIMIT (Ea accident)	$	4,000,000
	X ANY AUTO			SIR: $1,000,000			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	X UMBRELLA LIAB X OCCUR			42UMC30953402	11/22/2020	11/22/2021	EACH OCCURRENCE	$	5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	5,000,000
	DED RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			RWD300138003 (AOS)	11/22/2020	11/22/2021	X PER STATUTE OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E L EACH ACCIDENT	$	1,000,000
	(Mandatory in NH)						E L DISEASE - EA EMPLOYEE	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - POLICY LIMIT	$	1,000,000
D	Excess Workers Compensation			RWE943549703 (FL, GA)	11/22/2020	11/22/2021	Employers Liability:		1,000,000
							SIR:		500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Citrus County, Florida, its officials, employees and volunteers are included as Additional Insureds as respects to General Liability and Auto Liability where required by written contract.

General Liability and Auto Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by the additional insureds where required by written contract.

Waiver of Subrogation applies in favor of the additional insureds with respects to General Liability, Auto Liability and Workers Compensation, as permitted by law, where required by written contract.

CERTIFICATE HOLDER

Citrus County, Florida
Office of Management & Budget
Attn: Linda Morse, Purchasing & Contract Manager
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
of Marsh USA Inc.
Manashi Mukherjee

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Attachment: ITB 21-097 AGENDA (18550 : ITB 21-097 Transportation and Processing of Recyclable Commodities; Waste Pro of Florida, Inc.)

Insurance Requirements

Coverage Provided:
General Liability, Automobile Liability, Workers Compensation, Pollution/Environmental

Requirements | Check AMBEST Rating | Endorsements

Carrier: 22322 - Greenwich Insurance Company
A+, XV

Carrier: 24554 - XL Insurance America, Inc.
A+, XV

Carrier: 20079 - National Fire & Marine Insurance Co
A++, XV

Carrier: 37885 - XL Specialty Insurance Company
A+, XV

Attachment: ITB 21-097 AGENDA (18550 : ITB 21-097

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

Waste Pro of Florida, Inc., (Contractor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor**:
Henry Norris, Director Solid Waste Management 230 W. Gulf to Lake Highway Lecanto, Florida 34461 Phone: 352-527-7670 Fax: 352-527-7672 Email: henry.norris@citrusbocc.com	Keith Banasiak, COO Waste Pro of Florida, Inc. 1027 Overdrive Circle Hernando Florida 34442 Phone: 239-229-7500 Fax: None Email: kbanasiak@wasteprousa.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 duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement with an option to renew for one (1) additional, three (3) year period. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and Contractor. The date that Contractor shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Contractor. 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: ITB 21-097 AGENDA (18550 : ITB 21-097 Transportation and Processing of Recyclable Commodities; Waste Pro of Florida, Inc.)

8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

9.0 Services Provided by Contractor: The Services to be provided by Contractor are summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Services to be provided by Contractor that are not covered under the original Agreement, such additional services shall be made a part of this Agreement by a written Addendum.

10.0 Compensation to Contractor: Compensation to be paid to Contractor for the provision of the Services agreed to herein shall be per the unit pricing noted below. Contractor may request an increase in fees for the renewal term. The request to increase the fees must be made in writing to County supported by a detailed justification that warrants the requested increase. The request must be submitted at least sixty (60) calendar days prior to the renewal 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.

COMMODITY		UNIT	PROCESSING FEE / TON	% PAID TO COUNTY	TRANSPORTATION FEE PER CUBIC YARD
All Materials Commingled		Ton	$120.00/ton	50%	$2.50/cubic yard

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

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specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to 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

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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; EMAIL: NANCY.KINCH@CITRUSBOCC.COM; PHONE: (352)527-5235.

14.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

14.2 Commercial General Liability: Contractor must obtain an occurrence form policy for limits not less than $1,000,000 each occurrence, $1,000,000 products / completed operations each occurrence,

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$1,000,000 personal and advertising injury liability, $50,000 fire damage liability and $5,000 medical expense.

14.3 Automobile Liability: Contractor must obtain coverage for all for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

14.4.2 For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.

14.4.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

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 proposal number shall be noted on the certificate. **ITB 21-097**

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

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

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

14.5.6 For all policies of insurance: Contractor and its insurance carrier waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of

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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.

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17.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

18.0 Licenses and Certifications: Contractor, or its sub-contractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

19.0 Additional Terms and Conditions:

19.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

19.2 Assignment: Neither County nor Contractor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

19.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

19.4 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

19.5 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

> *"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

19.6 Cooperative Purchasing: If applicable, pursuant to Contractor's own governing laws, and subject to agreement of Contractor, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement

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between County and Contractor, and County shall not be a party to any transaction between Contractor and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Agreement. These "special conditions" shall take precedence over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

19.7 Correction of Services: Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

19.8 County Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

19.9 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

19.10 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

19.11 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

19.12 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

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19.13 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

19.14 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

19.15 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, subcontractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents. County shall have the right to review and approve any sub-contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

19.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

19.17 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

19.18 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all

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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.

19.19 Force Majeure Event: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

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

19.21 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

19.22 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

19.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if

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given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.

19.24 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

19.25 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

19.26 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors who County awards contracts to, should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CareerSource CLM of all awards involving construction and other types of services. CareerSource CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Successful Respondent will be contacted by CareerSource CLM, to discuss hiring through its staff and services. Successful Respondent's participation with CareerSource CLM is not required as a condition of award, but rather an opportunity for greater support for the community of Citrus County.

19.27 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

19.28 Non-Collusion: Contractor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Contractor intends to do the work with its own bona fide employees or subcontractors and has not provided a response for the benefit of another contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

19.29 Project Site Conditions: Contractor shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

19.30 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors, during the provision of the Services. Contractor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any

Attachment: ITB 21-097 AGENDA (18550 : ITB 21-097 Transportation and Processing of Recyclable Commodities; Waste Pro of Florida, Inc.)

Contractor employee, sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

19.31 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19.32 Relationship: Contractor is an independent contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

19.33 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.

19.34 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement.

19.35 Security and Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

19.36 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

19.37 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.

19.38 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment or supplies ("direct purchase") instead of through the Contractor are exempt from sales, consumer, use and other similar taxes.

19.39 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the County of any other or further exercise thereof or the exercise of any other right.

Attachment: ITB 21-097 AGENDA (18550 : ITB 21-097 Transportation and Processing of Recyclable Commodities; Waste Pro of Florida, Inc.)

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.

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

WASTE PRO OF FLORIDA, INC.

Signature of Witness (1)

Printed Name of Witness (1)

Signature of Witness (2)

Printed Name of Witness (2)

BY: _____
KEITH BANASIAK, SVP / COO

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 14 day of October, 2021, by Keith Banasiak as SVP/COO who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 14 day of October, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: Glenda J. Camarda
Commission No.: GG 934798
Expiration Date: January 4, 2024

SEAL

GLENDA J. CAMARDA
Commission # GG 934798
Expires January 4, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

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

ATTEST:

ANGELA VICK, CLERK

BY: _____
,CHAIRMAN

DATE: _____

Attachment: ITB 21-097 AGENDA (18550 : ITB 21-097 Transportation and Processing of Recyclable Commodities; Waste Pro of Florida, Inc.)

Attachment: ITB 21-097 AGENDA (18550 : ITB 21-097 Transportation and Processing of Recyclable Commodities; Waste Pro of Florida, Inc.)

EXHIBIT "A"
SCOPE OF SERVICES

Citrus County, Florida ("County") is soliciting Bids for transportation, processing, and marketing of recyclable materials from recycling drop-off centers located at the Citrus County Central Landfill. County will work with the selected Contractor to grow the recycling program and may modify the number and locations of the collection sites. In addition, the County may seek to increase the types of items recycled.

CURRENT RECYCLING PROGRAM

County currently operates two (2) single-stream recycling drop-off collection centers at the Citrus County Central Landfill. Users of these centers deposit mixed recyclables into the eight-cubic-yard containers there. Containers used for this single-stream operation are owned and maintained by Contractor. County makes no guarantee regarding the amount of recyclables or the number of containers that will need to be emptied.

This Bid is for the pick-up and transportation of materials from the drop-off centers to a processing center and for the processing and marketing of the materials. One Contractor will be chosen to conduct the work detailed in this Bid.

The following will be expected of the selected Contractor:

- Contractor is not required to maintain the drop-off collection centers, but the driver will be expected to do a general site survey and report any conditions requiring attention to County during each site visit. Items to be reported to County include litter, illegal dumping, overfull bins, damage to bins, damage to fences, signs, pavement, etc. The driver is expected to pick-up any litter that escapes the bins when emptying them.

- Upon notification by County, Contractor may be requested to transport containers off-site or relocate containers on-site for disaster preparation, County convenience and site maintenance. As part of this Agreement, the Bidder must provide a cost to relocate containers both on-site and off-site.

- Contractor will process and market the collected recyclables. It must be understood that there will be some amount of contamination. Citrus County Central Landfill will only except for disposal non-hazardous contaminants, out-takes, and unmarketable materials separated from the collected recyclables at the posted tipping fees for materials that have been processed in County.

- Contractor will work with County to establish additional recycling sites throughout County starting with County-owned facilities.

- Contractor shall include a "cut sheet" of the proposed container with the Bid.

Contractor will determine the fee per cubic yard for transportation and the fee per ton for processing the collected recyclable material. Contractor will pay County a percentage of the Average Market Value (AMV) as a minimum, or the actual obtained market rate, whichever is higher of the recyclable material, minus a processing fee. AMV is the sum of regional average commodity prices (US Dollars per ton) posted on the first week of the month for the Southeast USA in secondarymaterialspricing.com, multiplied by the estimated composition percentages of the materials collected that month. Bidder will propose the processing fee and percent share to be paid to County.

Contractor shall supply the containers, which must be:

- Uniformly painted
- Labeled – indicating acceptable materials
- Industry accepted
- Covered

- Well-maintained

Contractor shall provide County with copies of tickets showing the separate net weights which are part of each load, and their respective individual centers of origin. These documents shall be submitted at the time of submittal of the monthly invoices. Contractor's trucks must be able to record each pickup's weight, and tickets must be divided by site location.

County will conduct a composition study early in the contract period to determine the actual proportions of each recyclable collected. Composition study will be updated semi-annually thereafter for the life of the contract. Actual payments will be made on the proportions determined by County's composition studies.

For purposes of guidance to Bidders, the average of the last two composition studies conducted on the materials collected for this program is noted as follows:

- Plastics (#3through #7) 0.19%
- Aluminum 1.12%
- Steel/tin 2.06%
- Corrugated Cardboard 22.94%
- Glass (3 mix) 22.94%
- Natural HDPE 0.94%
- Colored HDPE 1.12%
- PET 4.69%
- Mixed 22.23%
- Residual 21.78%

COMPENSATION

Payment for Services as provided for in the Agreement will be made in the following manner:

The selected Contractor shall pay the County a fee based upon what the Bidder inputs into the equations of the attached Cost Estimate Bid Sheet. Bidder must fill out the attached Cost Estimate Bid Sheet in its entirety.

Contractor will pay County for each ton of in-bound recyclables delivered to the recycling facility where the recyclables will be processed for marketing. Revenue will be calculated as follows:

1. Calculate the Average Market Value (AMV) of the County's program recyclables, defined as the sum of the Regional Average commodity prices (US Dollars per ton) posted on the first week of the month for the Southeast USA in **secondarymaterialspricing.com**.

2. Deduct your proposed Contractor's fee from the AMV

3. Contractor will pay County a percentage, as Bid on the attached Bid Form, of the remaining amount (AMV minus the Contractor's fee) for each ton of in-bound recyclables.

The gross weight for **all** materials collected shall be determined on the scales at the Citrus County Central Landfill or by the certified scales at the Contractor's facility. Note that provision shall be made for the Contractor to bypass the line at the inbound scale to facilitate transportation efficiency.

Weights of recycled materials shall be determined by the scale weight minus the appropriate tare weight at the Citrus County Central Landfill for all materials. All of the Contractors trucks shall be individually weighed and bar-coded by the County, as appropriate, to facilitate the weighing process. Truck will be tare-weighted with a half-tank of fuel to minimize errors and fluctuations caused by variations in on-board fuel volume. On an annual basis, all trucks shall be re-weighed.

Attachment: ITB 21-097 AGENDA (18550 : ITB 21-097 Transportation and Processing of Recyclable Commodities; Waste Pro of Florida, Inc.)

STANDARDS AND PENALTIES

The selected Contractor shall provide a contingency plan of action before completion of contract negotiations. The Contractor represents that they have, or will have at all times, adequate equipment and personnel to perform the services described in this Bid.

If a missed pickup results in overflow of material that requires a cleanup by County staff, a cleanup fee of $90 per man-hour will be charged to the Contractor.

Records of sales of marketable recyclables shall be subject to inspection by Solid Waste Management Division staff during normal business hours.

In the event of seven (7) or more missed scheduled container pulls or site visits in a thirty (30) day period, County reserves the right to terminate the contract.

FUEL ADJUSTMENT

The "base index" for fuel pricing for this Agreement shall be set as that which is listed as the Fuel and Bituminous Price Index, as posted on the Florida Department of Transportation, Office of Construction website at http://www.dot.state.fl.us/Construction/fuel&bit/fuel&bit.shtm, on the date this Agreement is signed.

On the date that this Agreement is signed, the County and the Contractor shall agree as to the number of miles per gallon of fuel that the Contractor is using solely in picking up and transporting recyclables for the County's single stream recycling program. The Contractor shall, in the first ten (10) days of the month, provide the County with the number of miles his truck or trucks have driven during the previous month strictly to provide service for the County's single stream recycling program.

Using the information on the above website, the County shall first determine if the price of fuel for that month has changed (increased or decreased.)

If a price variance exists, the amount of the variance shall be the fuel adjustment per gallon for that month. If such adjustment is due to an increase in the fuel price, such adjustment shall be payable to the Contractor. If such adjustment is due to a decrease in the fuel price below the base index, such adjustment shall be payable to the County.

Attachment: ITB 21-097 AGENDA (18550 : ITB 21-097 Transportation and Processing of Recyclable Commodities; Waste Pro of Florida, Inc.)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	PB 22-007 Marion County 19B-265 Bulk Chlorine; Odyssey Manufacturing Company
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

September 20, 2019, Marion County awarded Contract ITB 19B-265 Purchase of Bulk Chlorine to Odyssey Manufacturing Company for a period of three years with three annual renewals.

Staff reviewed the Bid Response and Contract and determined this best meets the needs to provide Bulk Liquid Chlorine as a quality disinfection product at a reasonable cost.

Staff desires to award PB 22-007 Marion County 19B-265 Bulk Chlorine to Odyssey Manufacturing Company to provide Bulk Liquid Chlorine on an as needed basis.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
9000-55207	Chemicals	$324,000	$3,733	$156,267	$164,000

Citrus Co Utilities-Chemical

*Available balance prior to award

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Agreement between Citrus County, Florida, and Odyssey Manufacturing Company to provide Bulk Liquid Chlorine on an as needed basis.

BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF WATER RESOURCES
DIVISION OF UTILITIES
3600 W. Sovereign Path, Suite 292
Lecanto, Florida 34461-7788

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

MEMORANDUM

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

FROM: Gary Loggins, Director, Utilities Division, Department of Water Resources

DATE: October 12th, 2021

RE: **Request to Piggyback Marion County Bid Contract 19B-265**

Citrus County Utilities Division (CCUD) is requesting to piggyback the Contract Agreement between Odyssey Manufacturing Company and Marion County Fl. For Bulk Chlorine. Contract 19B-265 is valid until September 19th, 2022, with three (3) additional one-year mutual agreement renewal option. The bulk chlorine is used for disinfection purposes at County owned and operated water and wastewater treatment facilities and is required by state and federal laws. By approving this piggyback contract between Odyssey Manufacturing Company and Marion County Fl. For Bulk Liquid 12.5% available Chlorine at a cost of $0.89 per gallon will ensure Citrus County receives a quality disinfection product at a reasonable set cost.

Thank you in advanced for your assistants and consideration of this request.

Attachment: PB 22-007 AGENDA (18516 : PB 22-007 Marion County 19B-265 Bulk Chlorine; Odyssey Manufacturing Company)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2021

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
Stahl & Associates Insurance Inc.
91 Lake Morton Drive
P O Box 3608
Lakeland FL 33802

CONTACT NAME: Debbie MacGillivray
PHONE (A/C, No, Ext): (863) 688-5495 **FAX (A/C, No):** (863) 688-4344
E-MAIL ADDRESS: certificateslakelane@stahlinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Illinois Union Insurance Co	27960
INSURER B :	ACE American Insurance Co	22667
INSURER C :	Zenith Insurance Company	13269
INSURER D :	Colony Insurance Co	39993
INSURER E :		
INSURER F :		

INSURED
Odyssey Manufacturing Co.
1484 Massaro Blvd
Tampa FL 33619

COVERAGES **CERTIFICATE NUMBER:** October 2021 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Per Project Applies by [ ] Written Contract GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [X] OTHER: XCU Contractual Incl	Y	Y	G24092975 013	10/01/2021	10/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] Hired PD	Y	Y	H08450377 013	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
A/D	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			G24092987013/EXO4266669	10/01/2021	10/01/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 4,000,000 $ 4,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	Z066828617	01/01/2021	01/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Pollution/Professional Liability Poll Ded $5K/Prof Ded $25K			G24092975 013	10/01/2021	10/01/2022	Ea Poll Condition Agg Pro Ea Claim Aggregate Retro Date: 10/01/2009	1,000,000 1,000,000

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

Citrus County, Florida is additional insured on the general liability and automobile liability if required by written contract. Waiver of subrogation applies on general liability, auto liability, and employers liability if required by written contract. Excess Liability is written over all lines.

CERTIFICATE HOLDER
Citrus County, Florida
Suite 180
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
Anthony H Martin

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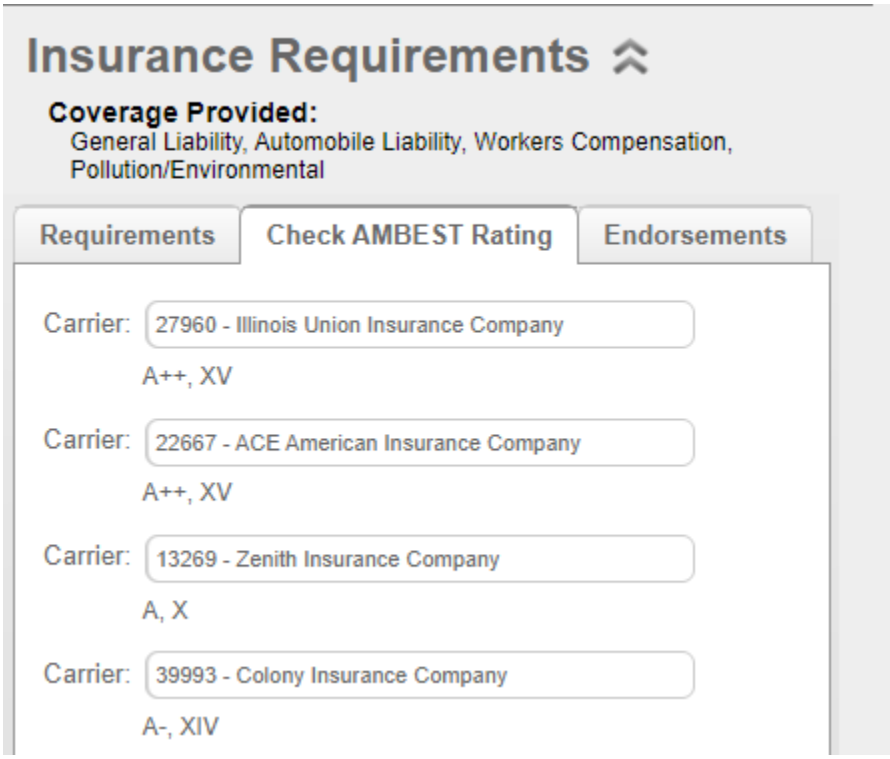
Attachment: PB 22-007 AGENDA (18516 : PB 22-007 Marion County 19B-265 Bulk Chlorine; Odyssey Manufacturing Company)

AMBEST 10-2022-Odyssey



Attachment: PB 22-007 AGENDA (18516 : PB 22-007 Marion County 19B-265 Bulk Chlorine; Odyssey Manufacturing Company)

PURCHASE AGREEMENT

This Purchase 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

Odyssey Manufacturing Company, (Vendor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Vendor**:
Gary Loggins, Director Utilities Operation & Maintenance Division 3600 W. Sovereign Path Lecanto, Florida 34461 Phone: 352-527-7653 Fax: 352-527-7644 Email: gary.loggins@citrusbocc.com	Patrick Allman, General Manager Odyssey Manufacturing Company 1484 Massaro Boulevard Tampa, Florida 33619 Phone: 813-635-0339 Fax: 813-630-2589 Email: pallman@odysseymanufacturing.com

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

5.0 Entire Agreement: This Agreement, and any associated Addenda or Amendments shall constitute the entire Agreement between Vendor and County.

6.0 Agreement Documents:
Exhibit A - Marion County Contract Bid 19B-265- Bulk Chlorine

7.0 Terms of Agreement and Commencement of Services: This Agreement shall begin on the date signed by the last party and shall be effective through September 19, 2022 and may be renewed for three additional one-year periods, If Marion County renews its Agreement with Contractor then this Agreement shall automatically renew for the additional time period. Either party may terminate the Agreement pursuant to section 15.0 below. If the Agreement between Contractor and Marion County is terminated earlier than the expiration date of the renewed Agreement, then this Agreement shall automatically terminate on such date of termination. This Agreement between County and Contractor shall expire on the date that Contractor's agreement with Marion County expires, if not terminated earlier.

Attachment: PB 22-007 AGENDA (18516 : PB 22-007 Marion County 19B-265 Bulk Chlorine; Odyssey Manufacturing Company)

8.0 Commodity Provided by Vendor: The Commodity to be provided by Vendor is Liquid Sodium Hypochloride, as described in Marion County Contract Bid 19B-265, incorporated herein by reference. All purchases made by County shall be on an as-needed basis and County does not guarantee the purchase of any volume of the Commodity 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.

10.0 Transportation and Delivery: Transportation of the Commodities shall be FOB Destination Point, which is detailed in the Purchase Order. Vendor, within five (5) days after receiving a purchase order, shall

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notify County of any potential delivery delays. Evidence of inability or intentional delays shall be cause for cancellation of the Agreement and Vendor suspension.

11.0 Warranties: The manufacturer's warranty shall apply to all commodities provided under the Agreement against defects in materials and workmanship for a minimum period of one (1) year from County's acceptance of the commodities. Should any defects appear during the warranty period, Vendor shall assist County with filing a warranty claim with the manufacturer immediately upon receipt of written notice from County, at no additional expense to County.

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.KINCH@CITRUSBOCC.COM; PHONE: (352)527-5235

13.0 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 in the governing Marion County Contract Bid 19B-265. Providing and maintaining adequate insurance coverage is a material obligation of Vendor. Vendor shall provide County a certificate(s) of insurance, evidencing such coverage.

Other Insurance Provisions:

13.1 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.

13.2 The proposal number should be noted on the certificate.

13.3 Vendor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For 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.

13.4 All required insurance policies must be maintained until Vendor's work under this Agreement has been accepted by County.

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13.5 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.

13.6 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.

13.7 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.

13.8 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.

13.9 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.

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

13.11 All Certificates must show that Vendor's policies have been endorsed per the requirements.

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

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

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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.

15.0 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 Vendor only for those Services satisfactorily completed or partially completed up to the date of termination. Vendor shall not be entitled to compensation for loss of anticipated profit.

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

17.0 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.

ODYSSEY MANUFACTURING COMPANY

Signature of Witness (1)

Mya Marcus
Printed Name of Witness (1)

Luis Maldonado
Signature of Witness (2)

LUIS MALDONADO
Printed Name of Witness (2)

BY: _____
PATRICK ALLMAN, GENERAL MANAGER

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 11th day of October, 2021, by Patrick Allman as General Manager who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 11th day of October, 2021.

Official use only

Linnea A. Ison
NOTARY PUBLIC Signature
Printed Name: Linnea A. Ison
Commission No.: GG 952418
Expiration Date: 3/31/2024

LINNEA A. ISON
MY COMMISSION # GG 952418
EXPIRES: March 31, 2024
Bonded Thru Notary Public Underwriters
SEAL

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

ATTEST:

_____
ANGELA VICK, CLERK

BY: _____
, CHAIRMAN

DATE: _____

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AGREEMENT BETWEEN COUNTY AND SUPPLIER

This Agreement Between County and Supplier, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Odyssey Manufacturing Company**, located at 1484 Massaro Blvd., Tampa, FL 33619, possessing FEIN# 65-0846345 (hereinafter referred to as "SUPPLIER") under seal for the Bulk Chlorine, (hereinafter referred to as the "Project"), and COUNTY and SUPPLIER hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and SUPPLIER (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and SUPPLIER, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on September 17, 2019 shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #19B-265 - Bulk Chlorine, the Offer, Solicitation Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation, Certificate of Insurance and Notice to Proceed.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project, and the SUPPLIER acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and SUPPLIER.

Section 4 – Term. This Work (defined herein) shall commence upon October 1, 2019 and will conclude September 30, 2022 (the "Term"). Three (3) annual renewals are available, pending mutual written agreement. Price increases shall ONLY be considered upon renewal notice dates, must be supported by an industry documented increase, shall not exceed three percent (3%), and must be Board approved. All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. SUPPLIER shall complete the Work, provide the necessary types and deliveries of bulk chlorine, for Project 19B-265, more fully set forth on EXHIBIT A hereto, as per the Contract Documents and specifications furnished by COUNTY and according to the timeframe as noted herein.

Section 6 – Compensation. COUNTY shall make payment, (the "Agreement Price"), to SUPPLIER under COUNTY's established procedure and per the fee schedule Exhibit B, herein.

Section 7 – Assignment. SUPPLIER may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, SUPPLIER shall obtain and pay for all licenses and permits, as required to perform the Work. SUPPLIER shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

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Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 –Books and Records. SUPPLIER shall keep records of all transactions. COUNTY shall have a right to request records from SUPPLIER, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: publicrelations@marioncountyfl.org

B. SUPPLIER shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if SUPPLIER does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SUPPLIER or keep and maintain public records required by COUNTY to perform the Work. If SUPPLIER transfers all public records to COUNTY upon completion of this Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon the completion of this Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If SUPPLIER fails to provide the public records to COUNTY within a reasonable time, SUPPLIER may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

Section 12 – Indemnification. SUPPLIER shall indemnify and hold harmless COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of SUPPLIER or its employees, officers, or agents in performing the services set forth herein.

Section 13 – Insurance. As applicable, during the Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. SUPPLIER shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show the "Marion County, a political subdivision of the State of Florida" as an Additional Insured except for the workers compensation and professional liability policies. The Marion County Procurement Services Director should be shown as the

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Certificate Holder, and the Certificate should provide for 30-day cancellation notice to the Procurement Director's address, set forth herein, with policies for the following:

- **Business Auto Liability** shall be provided by SUPPLIER with combined single limits of not less than $1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.
- **Worker's Compensation** shall be purchased and maintained by SUPPLIER with statutory limits and employers liability limits of at least $1,000,000 each accident and $1,000,000 each employee and $1,000,000 policy limit for disease.
- **General Liability** shall be maintained by SUPPLIER for the duration of the Project with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If the policy is written on a claims-made basis, SUPPLIER must maintain the policy a minimum of 5 years following completion of the Project. "Marion County, a political subdivision of the State of Florida" must be shown as Additional Insured.

Section 14 – Independent Supplier. In the performance of this Agreement, SUPPLIER will be acting in the capacity of an "Independent Supplier" and not as an agent, employee, partner, joint venture, or associate of COUNTY. SUPPLIER shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by SUPPLIER in the full performance of this Agreement.

Section 15 – Default/Termination. In the event SUPPLIER fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying SUPPLIER in writing, specifying the nature of the default and providing SUPPLIER with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to SUPPLIER without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible for compensation to SUPPLIER only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to SUPPLIER. In the event of termination of this Agreement without cause, COUNTY will compensate SUPPLIER for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to SUPPLIER, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. SUPPLIER shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, SUPPLIER shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to SUPPLIER is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. For those projects funded with State or Federal dollars, COUNTY will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by SUPPLIER is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement. By previously signing the ITB Acknowledgment

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and Addenda Certification Form and this Agreement, SUPPLIER has agreed to perform in accordance with these requirements and agrees:

A. To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
B. To provide to COUNTY, within thirty (30) days of the effective date of this Agreement, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
C. To require each subcontractor that performs services under this Agreement to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this Agreement or within ninety (90) days of the effective date of the contract between SUPPLIER and the subcontractor, whichever is later. SUPPLIER shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to COUNTY upon request.
D. To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to COUNTY or other authorized state entity consistent with the terms of the Memorandum of Understanding.
E. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 20 – Force Majeure. Neither SUPPLIER nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 21 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 22 – SUPPLIER Conduct. These Guidelines govern SUPPLIER doing work on COUNTY property, as well as SUPPLIER's employees, agents, consultants, and others on COUNTY property in connection with the SUPPLIER's work or at the SUPPLIER's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that SUPPLIER and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** SUPPLIER and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be

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tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.

- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by SUPPLIER or its employee is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: SUPPLIER and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization**: SUPPLIER and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: SUPPLIER and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

Section 23 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 24 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Work** and **EXHIBIT B – Fee Schedule**

Section 25 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

Section 26 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. SUPPLIER's and COUNTY's representatives and addresses for notice purposes are:

SUPPLIER: Odyssey Manufacturing Company
1484 Massaro Blvd., Tampa, FL 33619
CONTACT PERSON: Patrick Allman | Phone: 813-635-0339

COUNTY: Marion County Utilities
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

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Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyfl.org. If SUPPLIER agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, SUPPLIER may designate up to two (2) e-mail addresses: PAllman@odysseymanufacturing.com. Designation signifies SUPPLIER's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

9/17/19
DAVID R. ELLSPERMANN, DATE
CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

9/17/19
MICHELLE STONE, DATE
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

9-20-19
for MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

BCC APPROVED: September 17, 2019
19B-265| Bulk Chlorine

WITNESS:

SIGNATURE
Mira Marcus
PRINTED NAME

ODYSSEY MANUFACTURING COMPANY

9.17.19
BY: DATE
Patrick H. Allman
PRINTED:
General Manager
ITS: (TITLE)

WITNESS:

SIGNATURE
Linnea A. Ison
PRINTED NAME

Attachment: PB 22-007 AGENDA (18516 : PB 22-007 Marion County 19B-265 Bulk Chlorine; Odyssey Manufacturing Company)

EXHIBIT A
19B-265 Bulk Chlorine
SCOPE OF WORK

LIQUID SODIUM HYPOCHLORITE SPECIFICATIONS
UTILITIES REQUIREMENTS

1. DELIVERY REQUIREMENTS

General: The intent and purpose of this specification document (the "Specification") is for the Contractor to furnish and deliver liquid sodium hypochlorite (12.5 Trade Percent Available Chlorine) FOB destination in accordance with the American Water Works Association's (AWWA's) Standard B300-10 for hypochlorite, except as modified or supplemented herein, for the Marion County Utilities Department. Almost all of the sites identified in this BID (as defined in Paragraph 5) are for a "non-tanker" or flatbed truck delivery and requires up to 100' of hose on the Bidder's truck. The Bidder must bid on all of the delivery sites. Additionally, the successful Bidder shall supply bulk storage tanks and containment for those sites indicated in Paragraph 5 at no additional charge as part of their sodium hypochlorite supply. At Marion County's option, the successful Bidder shall also provide any needed chlorine chemical feed equipment. Marion County reserves the right to purchase said equipment from other sources.

2. DELIVERY REQUIREMENTS

2.1 Contractor shall make normal deliveries within three (3) calendar (not working days) days after receipt of order (ARO) and must make emergency deliveries within 24 hours of request. An emergency delivery is defined as a delivery which is necessary in order to prevent Marion County from running out of sodium hypochlorite in less than 24 hours. Marion County shall endeavor to minimize the number of "emergency" deliveries.

2.2 All deliveries of liquid sodium hypochlorite shall be freight prepaid, F.O.B. to each Marion County facility. All equipment deliveries shall be freight prepaid, F.O.B. to the requested Marion County facility.

2.3 Delivery time of day shall be arranged upon placement of order. Deliveries made to unmanned facilities must be coordinated with Marion County so the driver can gain access to the facility.

2.4 All deliveries of liquid sodium hypochlorite shall be made by properly cleaned containers on the delivery trucks to the locations specified in paragraph 5 below.

All delivery trucks must carry at least 100' of hose and have a means to "blow the line clear" upon completion of the delivery.

2.5 Packaging and shipment of liquid sodium hypochlorite shall conform to all current regulations of the State of Florida, the United States Department of Transportation and all other applicable regulatory agencies.

2.6 All delivery personnel must have company cell phones to facilitate deliveries to unmanned and manned facilities. Experience has shown this to be critical to effective coordination of deliveries to the various Marion County facilities.

2.7 Marion County reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice. Notice will be given to the Contractor in writing by an authorized designee of the Utilities Department. Written notice will be provided by the Operations Manager or the Operations Supervisor.

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2.8 The Contractor shall be responsible for "blowing" or pumping liquid sodium hypochlorite into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, air-padding, pumps, etc. required to safely and efficiently "offload" the liquid sodium hypochlorite into designated storage tanks. Contractor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).

2.9 The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. Marion County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

2.10 The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. Marion County may reject a load if the equipment is not properly cleaned. Contractor shall furnish Marion County an approved, leak-free connection device between the trailer and its intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. In the event of a spill, the contractor will notify Marion County Utilities immediately. If the contractor does not immediately clean up any spill, Marion County Utilities will immediately take clean up actions. The contractor will be responsible for the cost of materials and labor for such cleanup efforts. If spill results in the requirement soil mitigation and/or removal, Marion County will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If Marion County's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

2.11 Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Marion County during the delivery. In addition, Contractor shall supply Marion County a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Marion County shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Marion County shall result in rejection of delivery and subsequent possible termination of the Contractor's supply agreement.

2.12 Delivery Shipments shall be rejected which fail to meet any of the requirements of the Specification. In the event a delivery shipment is rejected, upon notification to the Contractor that the shipment is rejected, Contractor shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

3. DELIVERY LOCATIONS

3.1 Delivery sites and locations are provided as estimates and will be subject to deletions or additions as necessary to meet the water production demands of Marion County. The contractor will receive written notice of any addition or deletion at least 72 hours prior to scheduled action.

3.2 Liquid Sodium Hypochlorite consumption at each location is an estimate only and Marion County shall not be bound by these amounts in its contract with Contractor. Marion County projects gallons of sodium hypochlorite delivered each year.

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3.3 Marion County owns some of its bulk storage tanks and others must be supplied by the Contractor. The Contractor shall install bulk storage tanks and any required containment as specified in the below listed table of delivery locations.

4.0 PRODUCT MATERIAL REQUIREMENTS

4.1 Hypochlorite supplied under this contract shall be tested and certified as meeting the Specification, the AWWA Standard B300-10 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

4.2 It is the responsibility of the Contractor to inform Marion County that its NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between Marion County and Contractor.

4.3 Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent (a.k.a., 12.0 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.

4.4 Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite.

4.5 Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 0.20 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.

4.6 Liquid sodium hypochlorite delivered under this contract shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,500 mg/L
Bromate	≤ 20 mg/L
Perchlorate	< 20 mg/L

4.7 The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the liquid sodium hypochlorite.

5.0 DELIVERY LOCATIONS

5.1 Contractor shall make deliveries to the following locations as shown.

5.2 Contractor shall furnish and install tanks, containments, and associated piping that is indicated as leased by supplier in in the following table. All work performed must be performed by a licensed plumbing contractor and contractor shall be responsible for providing signed and sealed drawings by a Florida registered professional Engineer as required.

5.3 Contractor shall maintain tanks, containments, and associated piping leased.

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EXHIBIT A

Utilities Delivery Locations:

Facility Name	Address	Cl2 Tank/Containment	Annual usage
Ashley Farms WTP	4170 NW 44th Ave. Ocala, FL 34474	500 DW	2,433
		Marion	
Deerpath WTP	1331 SE 65th Cir. Ocala, FL 34472	55	365
		Supplier	
Dunnellon Airport WTP	14670 SW 110th St. Dunnellon, FL 34432	35 DW	Self-fill
		Marion	
Golden Ocala WTP 1	4150 NW 84th Ct. Ocala, FL 34482	55	Self-fill
		Marion	
Golden Ocala WTP 2	2250 NW 70th Avenue Road Ocala, FL 34474	300/350	2,400
		Supplier	
Golden Ocala WWTP	2550 NW 70th Ave. Rd. Ocala, FL 34474	300/350	3,600
		Marion	
Irish Acres WTP	8344 N US HWY 441 Ocala, FL 34475	325/350	365
		Supplier	
K.P. Hole WTP	9435 SW 190 Ave. Rd. Dunnellon, FL 34432	N/A	Self-fill
Kunal II, LLC WTP	7998 NW 47th Ave. Ocala, FL 34474	55	442
		Marion	
Majestic Oaks WTP	5399 SW 82nd St. Ocala, FL 34478	165	344
		Supplier	
Marion Oaks WTP 4	3550 SW 168 St. Ocala, FL 34473	165	2,281
		Supplier	
Marion Oaks WTP 5	14170 SW 34 Terr. Rd. Ocala, FL 34473	165	995
		Supplier	
Marion Oaks WTP 6	5950 SW 150 Ln. Ocala, FL 34473	500 DW	7,862
		Marion	
Newton WTP	10149 N.W. 17th Ave. Ocala, FL 34475	30	Self-fill
		Marion	
Oak Run WTP 2	7235 SW 115 St. Rd. Ocala, FL 34481	165	664
		Supplier	
Oak Run WWTF	11400 SW 990th Ter. Ocala, FL 34472	(1) - 3000 (1) - 150	84,350
		Marion	
Palm Cay WTP	10721 SW 80 Ave. Ocala, FL 34481	60	Self-fill
		Marion	
Pilot Oil WTP	4120 W HWY 326 Ocala, FL 34474	55	Self-fill
		Marion	
Pine Run WTP 2	9278 SW 102 Pl. Ocala, FL 34481	55	Self-fill
		Marion	
Pine Run WTP 3	9756 SW 102 Pl. Ocala, FL 34481	55	Self-fill
		Marion	
Quail Meadows WTP	2951 NW 47th Ave. Ocala, FL 34474	55	Self-fill
		Marion	
Residential Water Systems WTP	5870 SE 42nd Ave. Ocala, FL 34478	55	319
		Supplier	
Salt Springs WTP	13841 N. HWY 19 Salt Springs, FL 32134	55	498
		Marion	
Salt Springs WTP Well 2	13841 N. HWY 19 Salt Springs, FL 32134	N/A	Self-fill
Salt Springs WWTF	HWY 19 & HWY 316 Salt Springs, FL 32134	325/350	3,000
		Supplier	
SC South WTP #1	17583 SE 102 Ave. Summerfield, FL 34491	165/200	1,123
		Supplier	
SC South WTP #2	17538 SE 101 Ave. Summerfield, FL 34491	165/200	1,065
		Supplier	
		100	365

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Silver Springs Regional WTP	5815 East SS Blvd. Silver Springs, FL 34472	Supplier	
Silver Springs Shores WTP B	493 Oak Road Ocala, FL 34472	500/650	As needed
		Supplier	
Oak Run WTP 1	8899 SW 108th St. Ocala, FL 34481	2000 DW	15,330
		Marion	
Silver Springs Shores WTP G	41 Hemlock Circle Ocala, FL 34472	1100 DW	11,558
		Marion	
Silver Springs Shores WWTF	450 Emerald Road Ocala, FL 34472	3,000	84,350
		Marion	
Silver Springs Woods WTP	17815 SE 20th St. Silver Springs, FL	55	500
		Marion	
South Lake Weir WTP	13761 SE 170 St. Weirsdale, FL 32195	55	Self-fill
		Marion	
South Oak WTP	4923 SE 30th Ct. Ocala, FL 34474	55	500
		Marion	
Spruce Creek Golf & Country Club -WTP # 1	13613 Del Webb Blvd. Summerfield, FL 34491	300/325	1,217
		Supplier	
Spruce Creek Golf & Country Club - WTP# 2	12255 Del Webb Blvd. Summerfield, FL 34491	500/650	7,300
		Supplier	
Spruce Creek Preserve WTP	11300 SW 136 Pl. Dunnellon, FL 34432	325/350	3,212
		Supplier	
Stonecrest WTP	17155 SE 115th Court Summerfield, FL 34491	500 DW	7,300
		Marion	
Stonecrest WWTF	SE 115th Ter. Rd. Summerfield, FL 34491	3,000 DW	11,736
		Marion	
Summerglen WTP	15605 SW 13 Cir. Ocala, FL 34472	300/350	3,042
		Supplier	
Sun Country WTP /	6738 SW 85th St. Ocala, FL 34478	55	Self-fill
Paddock Downs WTP		Marion	
Timber Walk WTP	8599 SW 133 Ln. Rd. Ocala, FL 34473	165	702
		Supplier	
Track & Card WTP	17970 S. US HWY 301 Summerfield, FL 34491	(2) – 55	Self-fill
		Marion	
Oak Trace WTP	8390 SW 104th Pl. Ocala, FL 34482	165/200	1,000
		Supplier	

6. *QUALITY ASSURANCE, SAFETY AND TRAINING*

6.1 Sampling and Testing

6.1.1 All Sampling and Testing shall be in accordance with EPA and AWWA B300-10 standards and in accordance with the documents titled: "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at http://www.powellfab.com.

6.1.2 The approved laboratories are listed below for all sampling and testing whether during the bidding period or after award. No other Laboratory shall be used unless expressly authorized as an Addendum to the bid issued by Marion County amending the Specification or an amendment to the contract between Marion County and Contractor.

NovaChem Laboratories
(513) 523-3605
5172 College Corner Pike, PO Box 608, Oxford, Ohio 45056

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Thornton Laboratories
(813) 223-9702
1145 East Cass Street, Tampa, Florida 33602

Aqua Pure
(352) 355-2383
3855 East Silver Springs Boulevard, Suite 107, Ocala, Florida 34479

6.1.3 Sampling and Testing Prior to Unloading: The Contractor's delivery trailer shall have a sample port to provide a sample for analysis. At the sole discretion of Marion County, the Contractor's delivery personnel (driver) may be asked to provide a sample of liquid sodium hypochlorite before the shipment is unloaded. Marion County will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to Marion County. The sample shall be considered representative of the lot. Marion County reserves the right to subject samples of the liquid sodium hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by Marion County that fails to comply with the Specification shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 60 minutes for this testing to be completed. If testing cannot be completed within the 60-minute period, Marion County shall allow the Contractor to unload the shipment. In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, Marion County has the right to procure a shipment from another source and this will failure to deliver shall constitute a second rejection. If a delivery tested and fails to meet the chlorine content requirements, the delivery will be rejected and the contractor will be responsible for providing replacement product within 4 hours. In the event any product load fails laboratory testing and must be rejected after delivery, the contractor will be responsible for removing the failed product and providing replacement product within 6 hours. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, Marion County has the right to procure another shipment from another source. Failure to delivery replacement product will constitute a second product rejection. Three rejections of a lot or shipment during any period of this contract shall constitute automatic termination of the Contractor's supply contract with Marion County.

6.1.4 Sampling and Test of Shipment After Unloading. Marion County reserves the right to subject samples of the liquid sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-10 specifications, and the Specification.

6.1.5 Certified Analysis. Contractor shall supply an affidavit, signed by a corporate designated official, certifying that the liquid sodium hypochlorite furnished by the Contractor, complies with all applicable requirements of this Specification and AWWA Standard B300-04, latest revision in addition to a third party analysis of its sodium hypochlorite in accordance with Section 6.1.

6.2 **Sodium Hypochlorite Tank Cleanings**

6.2.1 At any time during the performance of this Agreement, if Marion County has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Contractor shall cleanout the tank at no charge to Marion County within seven (7) days, unless such timeframe is extended by Marion County. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Contractor shall submit a procedure to Marion County for approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the sole discretion of Marion

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County. When the tank has been properly cleaned, the Contractor shall refill the tank with clean, fresh sodium hypochlorite at no cost to Marion County.

7. OCCUPATIONAL HEALTH AND SAFETY

7.1 Contractor Safety Requirements

7.1.1 Contractor must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Contractor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Contractor delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

7.1.2 Contractor delivery personnel must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of Contractor delivery personnel to contain leaks and to report any and all spills.

7.2 Material Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered from a Contractor must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

- The Chemical Name and the common name of the toxic substance
- The hazards and other risks in the use of the toxic substance, including:
  - The potential for fire, explosion, corrosively and reactivity;
  - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal and first aid.
- A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- Any questions regarding this requirement shall be directed to:
  Department of Labor and Employment Security
  Bureau of Industrial Safety and Health
  Toxic Waste Information Center
  2551 Executive Center, Circle West
  Tallahassee, Florida 32301-5014
  Phone: 800/367-4378

7.3 Emergency Plan of Action and Safety Training

6.3.1 Within 30 days of award and acceptance of the contract for the supply of liquid sodium hypochlorite, the Contractor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for Marion County to follow in case an emergency supply of liquid sodium hypochlorite is needed. The Contractor shall supply in writing, an emergency spill response plan with appropriate emergency response personnel names (to include at least two degreed engineers who live within one hundred fifty miles of Marion County) and telephone contact numbers (24-hour contact numbers) within 30 days of award and acceptance of the contract to supply liquid sodium hypochlorite. In addition, the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies, shall be supplied by the Contractor. This section in no way relieves the Contractor of his responsibility

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to notify the proper regulatory agencies in the event of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel (including one degreed engineer) to immediately respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by Contractor's personnel, equipment or method of delivery, Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State rules and regulations regarding Contractor caused spills or releases shall be the sole responsibility of Contractor. The Contractor shall indemnify and hold Marion County harmless for any failure to properly report and /or comply with this provision. In addition, Contractor shall bear all expenses of spills, unless caused by the sole negligence of Marion County.

7.3.1 Safe Handling Training. The Contractor shall provide an appropriate safe handling training course for liquid sodium hypochlorite within the first month of the contract, to all current Marion County operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period. The Contractor shall provide this assistance at no charge to Marion County.

7.3.2 Technical Assistance. The Contractor shall provide engineering and technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge's produced by the application of liquid sodium hypochlorite in the water and wastewater treatment process. This expertise shall extend to the application of all other chemicals used by Marion County in its water treatment and wastewater treatment plants. The Contractor shall provide this assistance at no charge to Marion County.

8. *EQUIPMENT SUPPLY*

From time to time as required by Marion County, Marion County may direct Contractor to supply chemical feed equipment including pumps and associated parts. Marion County may require any of this equipment from the Contractor during the term of the sodium hypochlorite supply agreement, with no minimums guaranteed. Contractor agrees to supply to Marion County within three (3) working days of an order. Contractor shall include a price list with his submittal for the following items and pricing shall be held firm for the length of the contract. CPI adjustments shall apply. Shipping shall be included FOB, Ocala, FL, with no minimum order.

- 3/8" Teflon Tubing
- ¼" Teflon Tubing
- 3/8" Jacor Fittings
- ¼" Jacor Fittings
- ½" to 3/8" Schedule 80 PVC reducer bushing
- ½" to ¼" Schedule 80 PVC reducer bushing
- Pulsatron Series A+ LB04SA-VVC9-XXX 24 GPD/100 psi
- Pulsatron Series A+ LB64SA-VVC9-XXX 30 GPD/100 psi
- Pulsatron Series E+ LPE4SA-VVC9-XXX 44 GPD/100 psi
- Pulsatron Series E+ LPH6MA-VTC3-XXX 120 GPD/100 psi
- Pulsatron Series E+ LPH5SA-VVC3-520 76 GPD/150 psi
- Pulsatron Series E+ LPG5SA-VVC3-520 76 GPD/150 psi
- Pulsatron Series E+ LPG5SA-VVC3-520 96 GPD/100 psi
- Pulsatron Series MP LME4TA-VTC1-500 44 GPD/100 psi
- K4VVC9 KOPKIT (24/30/44 GPD)
- L0301100-THY (1) Diaphragm 24/30/44
- 5PKDIA4 (5 pk) Diaphragm 24/30/44
- Suction Valve L3101TCJ-PVC 24/30/44
- Discharge Valve L3201VCD-PVC 24/30/44

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EXHIBIT A

- Degassing Valve L3200DV1-PVC 24/30/44
- Injection Valve Assembly J61237 24/30/44
- Injection Valve Assembly J41873
- K6VTC3 KOPKIT (120 GPD)
- Bleeder Valve (120 GPD) L3300T03-PVC
- Suction Valve L3101TC3-PVC (120 GPD) 120 GPD/100 psi
- Discharge Valve L3201TC3-PVC (120 GPD) 120 GPD/100 psi
- X250EV1TCRAC.3 1/3 HP motor 29 GPM
- Calcium Hypochlorite (HTH) 68% Minimum Available Chlorine 65% (100 lb. pails)

HIGH TEST CALCIUM HYPOCHLORITE (HTH) GRANULAR SPECIFICATIONS

1. Granular Chlorine Calcium Hypochlorite (HTH) 68% minimum available chlorine 65%.
2. Granular Chlorine Calcium Hypochlorite (HTH) cost per each 100 pound pail.
3. Delivery shall be FOB, Ocala FL at the five (5) below Marion County Wastewater Facilities:
   - Golden Ocala Wastewater Treatment Facility
     2550 NW 70th Avenue
     Ocala, Florida 34482
   - Oak Run Wastewater Treatment Facility
     11400 SW 90th Terrace
     Ocala, Florida 34481
   - Salt Springs Wastewater Treatment Facility
     SR 19 & SR 316
     Salt Springs, Florida 32134
   - Silver Springs Shores Wastewater Treatment Facility
     450 Emerald Road
     Ocala, Florida 34472
   - Stonecrest Wastewater Treatment Facility
     17200 SE 115th Avenue
     Summerfield, Florida 34491

HIGH TEST CALCIUM HYPOCHLORITE (HTH) GRANULAR SPECIFICATIONS

1. High Test Chlorine Calcium Hypochlorite granules are used for disinfection and ordered in 100 pound pails of 68% minimum available chlorine 65%.
2. Delivery shall be FOB, Ocala FL at the five (5) below Marion County Wastewater Facilities:

   - Golden Ocala Wastewater Treatment Facility
     2550 NW 70th Avenue
     Ocala, Florida 34482
   - Oak Run Wastewater Treatment Facility
     11400 SW 90th Terrace
     Ocala, Florida 34481
   - Salt Springs Wastewater Treatment Facility
     SR 19 & SR 316
     Salt Springs, Florida 32134
   - Silver Springs Shores Wastewater Treatment Facility
     450 Emerald Road
     Ocala, Florida 34472
   - Stonecrest Wastewater Treatment Facility
     17200 SE 115th Avenue
     Summerfield, Florida 34491

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EXHIBIT B 19B-265
Bulk Chlorine Fee Schedule

BID# 19B-265 Bulk Chlorine				Odyssey Manufacturing Company	
Item No.	Description of Services	*Estimated Quantity	Unit	UNIT COST	TOTAL COST
1	Liquid, 12.5% Trade Percent Available Chlorine, Deliveries for Utility Sites	260,218	Gal	$0.89	$ 231,594.02
2	HTH granular, powder, Deliveries for Utility Sites	80	100 lb Pails(s)	***$150.00***	$ 12,000.00
3	Lease Tanks	18	Sites	$ -	Provided at no cost
			TOTAL BASE BID	**$**	**243,594.02**

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AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Transfers
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

Budget transfers increase the original budget for an expenditure account through a decrease in another expenditure account. These accounts must be within the same fund.

Fiscal Year 2020-21
Utilities - Allocate funds to cover unanticipated shortfalls in various accounts.

Aquatic Services - Allocate funds to cover unanticipated shortfalls in various accounts.

Aquatic Plant Contract Grant - Allocate funds to cover unanticipated shortfalls in various accounts.

Fiscal Year 2021-22
American Rescue Plan - Allocate funds for the Bicentennial Park Main Sewer Connection project.

State Housing Initiative Partnership (SHIP) - Allocate funds to be in compliance with the State of Florida, Uniform Chart of Accounts.

Gas Taxes - Allocate funds to review Transportation Impact Fee Assessment of the Villages of Citrus Hills.

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:

a. Approve budget transfer for Utilities, Aquatic Services, and Aquatic Plant Control grant for fiscal year 2020-21

b. Approve budget transfers for the American Rescue Plan, State Housing Initiative Partnership (2), and Gas Taxes for fiscal year 2021-22.

0/Y

Citrus County Board of County Commissioners
Budget Transfer Form

October 20, 2021	450	Operating
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Citrus County Utilities

Department Number	Account Number	From Amount	To Amount	Account Title
9000	60080	471,301		Reserves
9000	52400		2,260	Worker's Comp
9000	55208		11,340	Fuel & Lubes
9000	57300		102,940	Paying Agent Fees (Bonds)
9000	57200		354,761	Interest (Bonds/SRF)

Detailed Reason for Transfer:

Transfer to cover shortfall in several accounts cover year end expenditures for FY 2021 (old year).

Division Approval: Date:

Department/Office Approval: Ken Cheek Digitally signed by Ken Cheek Date: 2021.10.20 09:39:29 -04'00' Date:

Management & Budget Approval: Date: 10-20-21

Board Approval:

Attachment: BT110921 (18546 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

OY

October 18, 2021 — **Date**

001 — **Fund Number**

General Fund — **Fund Title**

Dept/Office/Division: DPW - Aquatic Services

Department Number	Account Number	From Amount	To Amount	Account Title
6304	51200	4,797		Salaries & Wages
6304	52400		4,797	Workers Compensation
6304	55210	182		Misc Supplies
6304	54550		82	General Liability Claims
6304	55400		100	Dues Bks Subscr Mem Publ

Detailed Reason for Transfer:

Reconcile EOY for Fiscal Year 2021

Division Approval: Date: 10/14/202

Department/Office Approval: Date: 10/19/21

Management & Budget Approval: Date: 10.20.2

Board Approval:

Attachment: BT110921 (18546 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

October 18, 2021	150V	Aquatic Plant Control
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: DPW - Aquatic Services

Department Number	Account Number	From Amount	To Amount	Account Title
6304V	53400	3,838		Contractual Services
6304V	51200		2,216	Salaries & Wages
6304V	52100		169	FICA Taxes
6304V	52300		522	Life & Health Insurance
6304V	52400		303	Workers Compensation
6304V	54000		387	Travel & Per Dien
6304V	59100		241	Transfers

Detailed Reason for Transfer:

Reconcile EOY for Fiscal Year 2021 for the FWC spending from July - September a final Budget Resolution will be completed to forward the balance of Contractual Services. The monies have to be estimated in order to begin the October 1st expenditures.

Division Approval: Date: 10/14/202

Department/Office Approval: Date: 10/19/2

Management & Budget Approval: Date: 10.20.2

Board Approval:

Attachment: BT110921 (18546 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

NY

October 11, 2021 — **Date**

002J — **Fund Number**

American Rescue Plan Grant — **Fund Title**

Dept/Office/Division: American Rescue Plan Grant

Department Number	Account Number	From Amount	To Amount	Account Title
2100J	56300	500,000		Improvements other than Buildings
2100J2	53100		50,722	Professional Services
2100J2	56300		449,278	Improvements other than Buildings

Detailed Reason for Transfer:

The budget transfer will allocate funds for the Bicentennial Park Main Sewer Connection project into a separate department for tracking purposes.

Division Approval: *Prepared by Management & Budget* Date: 10/11/2021

Department/Office Approval: *Prepared by Management & Budget* Date: 10/11/2021

Management & Budget Approval: Cpcott Date: 10.11.2

Board Approval:

Attachment: BT110921 (18546 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

N/Y

November 9, 2021	133W	SHIP
Date	Fund Number	Fund Title

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5304W	53400	495		OTHER CONTRACTUAL SERV
5304W	54603		247	VEHICLE MAINTENANCE
5304W	55208		248	FUEL & LUBES

Detailed Reason for Transfer:

Reallocate from Other Contractual to Amin due to Program Income

Division Approval: Michelle Alford Date: 10/14/2021

Department/Office Approval: Marianne Rodin Date: 10/14/21

Management & Budget Approval: C Scott Date: 10.13.20

Board Approval:

Attachment: BT110921 (18546 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

N/Y

November 9, 2021 — Date
133Y — Fund Number
SHIP — Fund Title

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5304Y	53400	20,000		OTHER CONTRACTUAL SERV
5304Y	58200		20,000	DIST OF FUND TO OTHER OR

Detailed Reason for Transfer:

Reallocate from Other Contractual to Distribution of Fund to Other Organization to better serve our Not for Profit strategy

Division Approval: Michelle Alford — Date: 10/12/2021

Department/Office Approval: Marisa Rodriguez — Date: 10/12/21

Management & Budget Approval: CScott — Date: 10.14.2021

Board Approval:

Attachment: BT110921 (18546 : Budget Transfers)

NY

Citrus County Board of County Commissioners
Budget Transfer Form

October 21, 2021	326	Transportation
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Gas Tax - 5 Year Capital Projects

Department Number	Account Number	From Amount	To Amount	Account Title
4110	61000	5,000		Reserve Cash Forward
4110	53400		5,000	Other Contractual Services

Detailed Reason for Transfer:

This budget transfer will allocate funding to review the transportation impact fee assessment of the Villages of Citrus Hills.

Division Approval: *Prepared by Management & Budget* Date:

Department/Office Approval: *Prepared by Management & Budget* Date:

Management & Budget Approval: CScott Date: 10·30·21

Board Approval:

Attachment: BT110921 (18546 : Budget Transfers)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Resolution
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

Section 129.06(d), Florida Statutes provides that the Board may amend its budget by resolution to appropriate and expend funds from a source not anticipated in the Board's regular budget. Grants, donations, reimbursement for damages, or any other additional source of revenue is not included in the original budget.

Amend - various grant budgets for fiscal year 2020-21.

Adopt - County Covid and Aquatic Plant Control grant program budget 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. Amend and authorize the Chairman to execute a resolution amending various grant budgets for fiscal year 2020-21.

b. Adopt and authorize the Chairman to execute a resolution adopting the County Covid and Aquatic 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 9th day of November 2021, by the Citrus County Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ANGELA VICK, CLERK

, CHAIRMAN

APPROVED FOR THE RELIANCE
OF CITRUS COUNTY ONLY:

DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: 11-09-21OYres (18558 : 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: November 9, 2021 - OY

SUBJECT: Budget Amendment

The attached budget amendment appropriates funding necessary for the following:

1. Amending various grant budgets; recognizing the grant revenues and reappropriating the expenditures for shortfalls in various accounts.

Attachment: 11-09-21OYres (18558 : Budget Resolution)

Exhibit A

002H CARES ACT FUNDING

Amendment #		Account Number	Account Description	Amount
Y-1	*Revenues*	002H-335500	CARES ACT FUNDING	$4,835,017
			Total Revenues	$4,835,017
Y-1	*Expenditures*	002H-2100H-55210	MISC SUPPLIES	$591
		002H-2100H-58100	AID TO GOVERNMENT AGENCY	$860,574
		002H-2100H-59100	TRANSFERS	$3,973,852
			Total Expenditures	$4,835,017

150T AQUATIC PLANT CONTROL

Amendment #		Account Number	Account Description	Amount
Y-1	*Revenues*	150T-400200	CASH CARRY FORWARD	$126,599
			Total Revenues	$126,599
Y-1	*Expenditures*	150T-6304T-59100	TRANSFERS	$126,599
			Total Expenditures	$126,599

Attachment: 11-09-21OYres (18558 : Budget Resolution)

RESOLUTION NO. 2021-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, ADOPTING / AMENDING THE FISCAL YEAR 2021-22 BUDGET

WHEREAS, certain appropriation and expenditure amendments to the adopted Fiscal Year 2021-2022 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 2021-2022 budget, as more specifically set forth in Exhibit ”A” attached hereto and by this reference made a part hereof,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida as follows:

- The Board does hereby amend its budget to include the estimated revenues and expenditures listed in Exhibit “A” attached hereto and made a part hereof by reference.

- The Clerk of the Board is hereby directed to spread this resolution upon the minutes of the meeting held this date.

ADOPTED**,** in regular session this 9th day of November 2021, by the Citrus County Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ANGELA VICK, CLERK

, CHAIRMAN

APPROVED FOR THE RELIANCE
OF CITRUS COUNTY ONLY:

DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: 11-09-21NYres (18558 : 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: November 9, 2021 - NY

SUBJECT: Budget Amendment

The attached budget amendment appropriates funding necessary for the following:

1. Adopt County Covid Grant Program budget; 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.

2. Amend the Aquatic Plant Control Grant budget; the Citrus County Board of County Commissioners fiscal year ended on September 30, 2021, therefore proper budgeting procedures require that the unspent grant funds be re-appropriated for fiscal year 2021-22.

Attachment: 11-09-21NYres (18558 : Budget Resolution)

Exhibit A

001C COUNTY COVID GRANT PROGRM

Amendment #		Account Number	Account Description	Amount
1	Revenues	001C-400200	CASH CARRY FORWARD	$1,469,172
			Total Revenues	$1,469,172
1	Expenditures	001C-3110-54100	COMMUNICATIONS SERVICES	$50,000
		001C-3110-55275	COMPUTER SOFTWARE	$1,000,000
		001C-3110-58200	DIST OF FUND TO OTHER ORG	$419,172
			Total Expenditures	$1,469,172

150V AQUATIC PLANT CONTROL

Amendment #		Account Number	Account Description	Amount
2	Revenues	150V-343700	AQUATIC PLANT CONTROL	$7,644
			Total Revenues	$7,644
2	Expenditures	150V-6304V-53400	OTHER CONTRACTUAL SERV	$7,644
			Total Expenditures	$7,644

Attachment: 11-09-21NYres (18558 : Budget Resolution)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Equitable Sharing Agreement & Certification FY22
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

The Comprehensive Crime Control Act of 1984 authorized federal officials to implement a national asset forfeiture program targeting criminals including drug dealers who prey on the vulnerable for financial gain. One of the most important provisions of asset forfeiture is the authorization to share proceeds with state and local law enforcement agencies thus providing valuable additional resources to those agencies. These resources cannot be used to supplant the regular operating budget of the law enforcement agency and must only be used for law enforcement purposes in accordance with the Department of Justice and Department of Treasury Guide to Equitable Sharing. Funds received under this federal program are subject to the Single Audit Act and OMB Circular A-133. A prerequisite for a law enforcement agency to receive equitably shared cash, property or other proceeds from the program is that they must annually submit an Equitable Sharing Agreement & Certification to the U.S. Department of Justice

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 Equitable Sharing Agreement and Certification for the Annual Equitable Sharing Reporting.

OMB Number 1123-0011
Expires: December 31, 2021

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: FL0090000
Agency Name: Citrus County Sheriff's Office **Type:** Sheriff's Office
Mailing Address: 1 Dr. Martin Luther King Jr. Blvd.
Inverness, FL 34450

Agency Finance Contact
Name: Seffern, Tracy
Phone: 352-341-7415 **Email:** tseffern@sheriffcitrus.org

Jurisdiction Finance Contact
Name: Luckham, Barbara
Phone: 352-527-5207 **Email:** barbara.luckham@citrusbocc.com

ESAC Preparer
Name: Seffern, Tracy
Phone: 352-341-7415 **Email:** tseffern@sheriffcitrus.org

FY End Date: 09/30/2021 **Agency FY 2022 Budget:** $31,467,381.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$0.00	$0.00
2	Equitable Sharing Funds Received	$0.00	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$0.00	$0.00
5	Interest Income	$0.00	$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$0.00	$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	$0.00	$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$0.00	$0.00

[1]Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	$0.00	$0.00
b	Training and Education	$0.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$0.00	$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Education or Awareness Programs	$0.00	$0.00
j	Matching Grants	$0.00	$0.00
k	Transfers to Other Participating Law Enforcement Agencies	$0.00	$0.00
l	Support of Community-Based Programs	$0.00	
m	Non-Categorized Expenditures	$0.00	$0.00
n	Salaries	$0.00	$0.00
	Total	$0.00	$0.00

Attachment: SKM_C75921102009420 (10681 : Equitable Sharing Agreement & Certification FY22)

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES ☐ NO ☒

Prior year Single Audit Number Assigned by Harvester Database:

Attachment: SKM_C759211020009420 (10681 : Equitable Sharing Agreement & Certification FY22)

Evans, Jennifer

From: Barbara A. Luckham <BARBARA.LUCKHAM@citrusbocc.com>
Sent: Monday, October 11, 2021 12:15 PM
To: Evans, Jennifer
Subject: [EXTERNAL]RE: [EXTERNAL]Rev and Exp Audit Trails for Federal Forfeiture Fund

*****CAUTION: This email is from an external source. Please do not click links or open attachments from an unknown or suspicious origin, unless you know the content is safe.*****

Jennifer,

We had no revenues or expenditures in FY 21 for the Federal Forfeiture Funds.

Barbara

From: Evans, Jennifer <JenniferEvans@sheriffcitrus.org>
Sent: Monday, October 11, 2021 12:12 PM
To: Barbara A. Luckham <BARBARA.LUCKHAM@citrusbocc.com>
Subject: [EXTERNAL]Rev and Exp Audit Trails for Federal Forfeiture Fund

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

Good morning Barbara,

Happy Monday!

Can you provide the revenue and expenditure audit trails for the Federal Forfeiture fund?

Thank you!

Have a great day and stay safe,

Jennifer Evans
Senior Accountant III
Financial Services Division
Citrus County Sheriff's Office
1 Dr. Martin Luther King Jr. Ave
Inverness, FL 34450-4968
(352) 726-4488 Main Line
(352) 341-7478 Direct Line
(352) 341-7474 Fax

Attachment: SKM_C75921102009420 (10681 : Equitable Sharing Agreement & Certification FY22)

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Prendergast, Mike
Title: Sheriff
Email: mprendergast@sheriffcitrus.org

Signature: _____ Date: 10/14/21

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Carnahan, Scott
Title: Chairman
Email: scott.carnahan@bocc.citrus.fl.us

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Attachment: SKM_C75921102009420 (10681 : Equitable Sharing Agreement & Certification FY22)

E4

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Equitable Sharing Agreement & Certification FY22
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

The Comprehensive Crime Control Act of 1984 authorized federal officials to implement a national asset forfeiture program targeting criminals including drug dealers who prey on the vulnerable for financial gain. One of the most important provisions of asset forfeiture is the authorization to share proceeds with state and local law enforcement agencies thus providing valuable additional resources to those agencies. These resources cannot be used to supplant the regular operating budget of the law enforcement agency and must only be used for law enforcement purposes in accordance with the Department of Justice and Department of Treasury Guide to Equitable Sharing. Funds received under this federal program are subject to the Single Audit Act and OMB Circular A-133. A prerequisite for a law enforcement agency to receive equitably shared cash, property or other proceeds from the program is that they must annually submit an Equitable Sharing Agreement & Certification to the U.S. Department of Justice

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 Equitable Sharing Agreement and Certification for the Annual Equitable Sharing Reporting.

Attachment: Additional Information for item E4 (10681 : Equitable Sharing Agreement & Certification FY22)

OMB Number 1123-0011
Expires: December 31, 2021

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: FL0090000
Agency Name: Citrus County Sheriff's Office **Type:** Sheriff's Office
Mailing Address: 1 Dr. Martin Luther King Jr. Blvd.
Inverness, FL 34450

Agency Finance Contact
Name: Seffern, Tracy
Phone: 352-341-7415 **Email:** tseffern@sheriffcitrus.org

Jurisdiction Finance Contact
Name: Luckham, Barbara
Phone: 352-527-5207 **Email:** barbara.luckham@citrusbocc.com

ESAC Preparer
Name: Seffern, Tracy
Phone: 352-341-7415 **Email:** tseffern@sheriffcitrus.org

FY End Date: 09/30/2021 **Agency FY 2022 Budget:** $31,467,381.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$0.00	$0.00
2	Equitable Sharing Funds Received	$0.00	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$0.00	$0.00
5	Interest Income	$0.00	$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$0.00	$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	$0.00	$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$0.00	$0.00

[1]Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	$0.00	$0.00
b	Training and Education	$0.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$0.00	$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Education or Awareness Programs	$0.00	$0.00
j	Matching Grants	$0.00	$0.00
k	Transfers to Other Participating Law Enforcement Agencies	$0.00	$0.00
l	Support of Community-Based Programs	$0.00	
m	Non-Categorized Expenditures	$0.00	$0.00
n	Salaries	$0.00	$0.00
	Total	$0.00	$0.00

Attachment: Additional Information for item E4 (10681 : Equitable Sharing Agreement & Certification FY22)

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: JEFF WOLF
Company: MSL, P.A.
Phone: 813-341-2600 **Email:** JWOLF@MSLCPA.COM

Attachment: Additional Information for item E4 (10681 : Equitable Sharing Agreement & Certification FY22)

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES ☐ NO ☒

Prior year Single Audit Number Assigned by Harvester Database:

Attachment: Additional Information for item E4 (10681 : Equitable Sharing Agreement & Certification FY22)

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

Attachment: Additional Information for item E4 (10681 : Equitable Sharing Agreement & Certification FY22)

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name:Prendergast, Mike
Title: Sheriff
Email: mprendergast@sheriffcitrus.org

Signature: _____ Date: 10/14/21

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Carnahan, Scott
Title: Chairman
Email: scott.carnahan@bocc.citrus.fl.us

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Attachment: Additional Information for item E4 (10681 : Equitable Sharing Agreement & Certification FY22)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Acceptance of a TCE & subsequent PUE from Technology Conservation Realty LLC
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

Citrus County is using a Small Cities CDBG Economic Development subgrant to construct the minimum public infrastructure for sewer system improvements to support the expansion of a technology recycling business owned and operated by the Technology Conservation Group, Inc. The minimum infrastructure includes approximately 1,200 linear feet of sewer main and one lift station that will connect the Participating Party business to the County's wastewater treatment system. The construction activity will take place in the County right of way and on easements owned by the County. This temporary construction easement is for the purpose of building this infrastructure and is being granted by Technology Conservation Realty, LLC a Florida Limited Liability Corporation, with an address of 705 S. Easy Street, Lecanto, Florida.

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 accept a Temporary Construction Easement from Technology Conservation Realty, LLC, a Florida Limited Liability Corporation for the purpose of installing approximately 1,200 linear feet of sewer main and one lift station.

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 a subsequent Perpetual Utility and Access Easement from Technology Conservation Realty, LLC, a Florida Limited Liability Corporation after completion of construction.

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

This instrument prepared under the direction of:
Denise A. Dymond Lyn, County Attorney
110 N. Apopka Avenue
Inverness, Florida 34450

By & Return to:
Susan Boelk, Land Section Manager
Citrus County Engineering Division
3600 West Sovereign Path, Suite 205
Lecanto, Florida 34461

Parcel ID#: 18E19S02 1A140
AK#: 1498465
Project: TCG Sewer CDBG Project U2021-05
Easements for Wastewater Lift Station and Transmission System

TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF EASEMENT, made this _____ day of _____, 2021, by and between **TECHNOLOGY CONSERVATION REALTY, LLC.**, a Florida Limited Liability Corporation, whose address is 705 South Easy Street, Lecanto, FL 34461, hereinafter called the Grantor, and **CITRUS COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 110 N. Apopka Avenue, Inverness, FL 34450, hereinafter called the Grantee;

WITNESSETH: That said Grantor, in consideration of the benefits accruing to them, does hereby give, grant, bargain and release to the said Grantee a Temporary Construction Easement in order to conform to established design specifications for construction and to properly install and maintain a Wastewater Lift Station and Transmission System over, across and under certain lands situated in Citrus County, Florida, as described in the attached Exhibit "A."

Grantor understands that this grant of Easement conveys to Citrus County, Florida or its agents the authority and permission to perform such work as may be necessary upon said land in order to conform to established design specifications for construction, and that such work may include but not be limited to the addition, removal, relocation, recontour and/or grading of said lands in order to properly install and maintain a Wastewater Lift Station and Transmission System.

Grantee hereby warrants that all work be performed in such a manner that existing structural improvements will not be damaged, and further warrants to restore the site to a condition equal to or better than that which existed upon the granting of this easement.

This Easement shall expire upon completion of this utility project. The Grantee reserves the right to assign this Easement.

Attachment: 4c Supporting Docs - Easy St (18390 : Acceptance of a TCE & subsequent PUE from Technology Conservation Realty LLC)

WITNESS the hand and seal of said Grantor the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:
TECHNOLOGY CONSERVATION REALTY, LLC

Signature of Witness #1

By: _____
Richard H. Rice, Managing Member

Juli Goff
(Typed/Printed Name of Witness #1)

Paula McSai
Signature of Witness #2

Paula McLain
(Typed/Printed Name of Witness #2)

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing easement was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 17 day of AUGUST, 2021, by Richard H. Rice as Managing Member of Technology Conservation Realty, LLC., a Florida Limited Liability Company, who is personally known to me or has produced a DRIVERS LICENSE as identification.

Notary Public

LAURA L. BURK
(Name of Notary typed, printed or stamped)
Commission No: GG 277928
My Commission Expires: 11/19/2022

LAURA L BURK
State of Florida-Notary Public
Commission # GG 277928
My Commission Expires
November 19, 2022

Attachment: 4c Supporting Docs - Easy St (18390 : Acceptance of a TCE & subsequent PUE from Technology Conservation Realty LLC)

EXHIBIT A

DESCRIPTION:

A PARCEL OF LAND LYING NORTH OF STATE ROAD No. 44 IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA; THENCE S00°07'52"E, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 814.09 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD No. 44 (also known as West Gulf to Lake Highway); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES: S75°23'30"W, 20.66 FEET; THENCE S00°07'52"E, 22.72 FEET; THENCE S75°23'30"W, 305.56 FEET; THENCE S14°36'30"E, 20.00 FEET; THENCE S75°23'30"W, 1007.88 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH EASY STREET HAVING A 40 FOOT WIDE RIGHT-OF-WAY; THENCE N00°20'46"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 87.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE AND EASEMENT LINE N00°20'46"W, A DISTANCE OF 46.97 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, CONTINUE ALONG SAID EASEMENT LINES THE FOLLOWING COURSES: N89°39'14"E, 30.00 FEET; THENCE S00°20'46"E, PARALLEL TO SAID EAST RIGHT-OF-WAY LINE, 4.80 FEET; THENCE N89°38'18"E, 120.73 FEET; N00°06'15"W, 177.48 FEET; THENCE N89°53'45"E, 20.00 FEET; THENCE S00°06'15"E, 177.43 FEET; THENCE N89°39'14"E, 97.00 FEET; THENCE S00°20'46"E, 20.00 FEET; THENCE S89°39'14"W, 237.74 FEET; THENCE S00°20'46"E, 22.10 FEET; THENCE S89°30'54"W, 30.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS DESCRIBED ABOVE CONTAINING 9714 SQUARE FEET (0.22 ACRES, MORE OR LESS).

NOTES:

1. THIS SKETCH OF DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY AND THE EASEMENT LOCATION IS BASED ON INFORMATION PROVIDED BY BURRELL ENGINEERING, INC.
2. BEARINGS SHOWN HEREON ARE BASED ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, STATE HIGHWAY RIGHT-OF-WAY MAP OF STATE ROAD No. 44, SECTION 02050-2534 (C.R. 491 TO 600' EAST OF KENSINGTON AVE.) PREPARED BY GENESIS PROFESSIONAL SERVICES , INC. WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD No. 44 LYING EAST OF SOUTH EASY STREET IN SECTION 2, TOWNSHIP 19 SOUTH, RANGE 18 EAST, SAID LINE BEARING S75°23'30"W.
3. THIS SKETCH OF DESCRIPTION HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND MAY NOT INDICATE CURRENT OWNERSHIP, ENCUMBRANCES, OR OTHER MATTERS OF RECORD.
4. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY ANY ENTITY OTHER THAN THE SIGNING PARTY, OR PARTIES SHOWN HEREON IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF SAID SIGNING PARTY OR PARTIES.
5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS OFFICE.
6. ALTERNATE KEY NUMBERS (ALT KEY) AS SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY AND TAKEN FROM THE CITRUS COUNTY PROPERTY APPRAISER'S OFFICE WEB SITE.
7. THE PROPERTY DESCRIBED AND SHOWN HEREON APPEARS TO LIE IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD), ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) 12017C0327D, CITRUS COUNTY COMMUNITY PANEL 120063, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2014.

SHEET 1 OF 2

(THIS SKETCH OF DESCRIPTION IS NOT COMPLETE WITHOUT SHEET 2 OF 2)

JOB No.	21-067
PROJ. No.	20-356
DRAWN BY:	g.d.p.
DWG. No.	21-067 easy st ut5 exmt.dwg
MAP DATE:	05.24.2021
SCALE:	N/A
SHEET No.	1 OF 2
FIELD DATE:	XXXXX
FIELD BOOK:	XXXXX
PAGES:	XXXXX
SEC 02, TWP.19S, RGE. 18E	

SKETCH OF DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT

Citrus County
Division of Engineering
Survey Section

3600 WEST SOVEREIGN PATH, SUITE 241
LECANTO, FLORIDA. 34461
(352) 527-5498 FAX (352) 527-5476

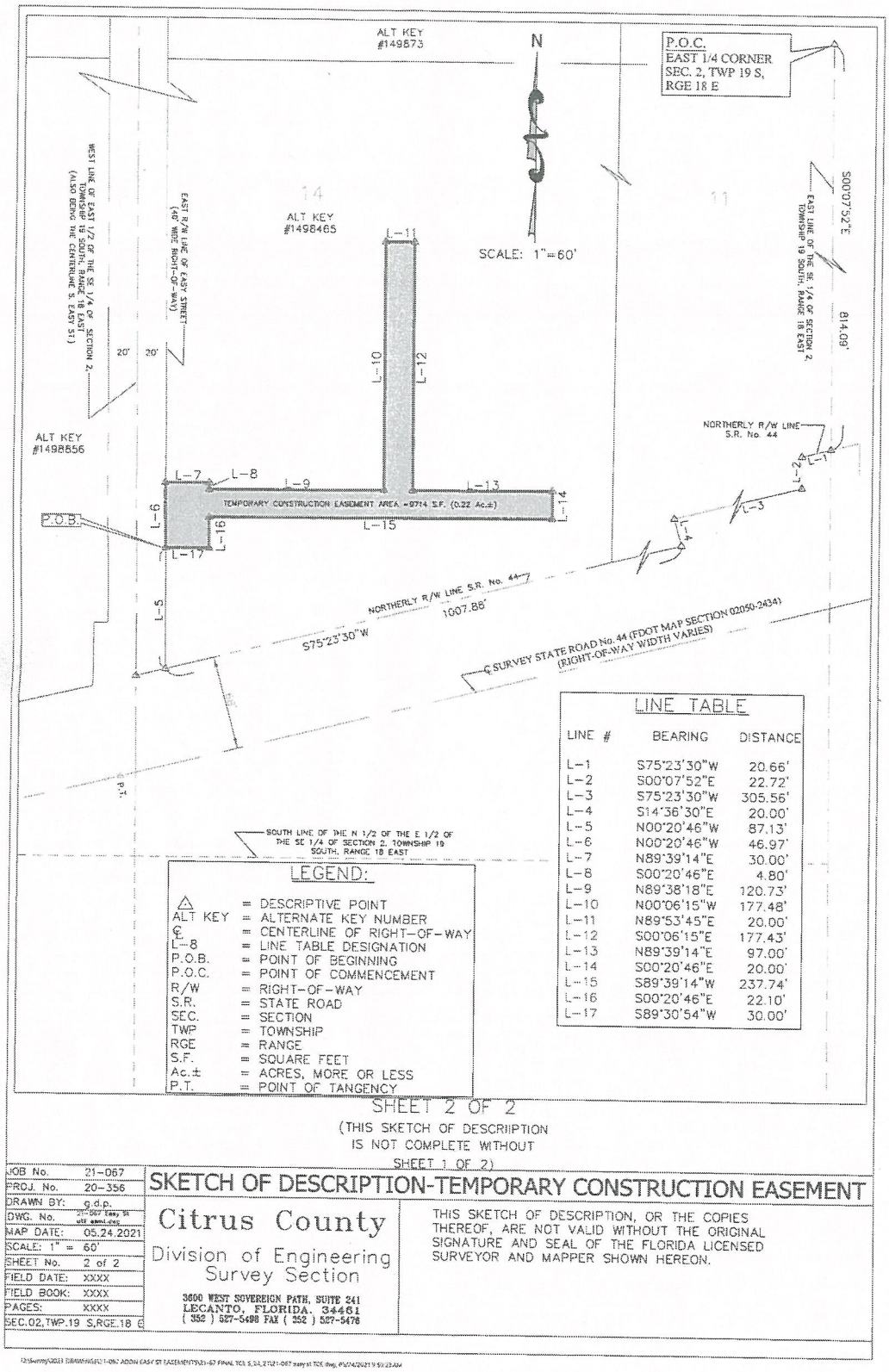
THIS SKETCH OF DESCRIPTION, OR THE COPIES THEREOF, ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN HEREON.

05.24.2021

MARK T. THOMAS, PSM
FLORIDA REGISTRATION No. 5151

O:\Survey\2021 DRAWINGS\21-067 ADDN EASY ST EASEMENTS\21-67 FINAL TCE 5_24_21\21-067 easy st TCE.dwg, 05/24/2021 9:47:39 AM

Attachment: 4c Supporting Docs - Easy St (18390 : Acceptance of a TCE & subsequent PUE from Technology Conservation Realty LLC)



LINE TABLE

LINE #	BEARING	DISTANCE
L-1	S75°23'30"W	20.66'
L-2	S00°07'52"E	22.72'
L-3	S75°23'30"W	305.56'
L-4	S14°36'30"E	20.00'
L-5	N00°20'46"W	87.13'
L-6	N00°20'46"W	46.97'
L-7	N89°39'14"E	30.00'
L-8	S00°20'46"E	4.80'
L-9	N89°38'18"E	120.73'
L-10	N00°06'15"W	177.48'
L-11	N89°53'45"E	20.00'
L-12	S00°06'15"E	177.43'
L-13	N89°39'14"E	97.00'
L-14	S00°20'46"E	20.00'
L-15	S89°39'14"W	237.74'
L-16	S00°20'46"E	22.10'
L-17	S89°30'54"W	30.00'

LEGEND:

△	= DESCRIPTIVE POINT
ALT KEY	= ALTERNATE KEY NUMBER
℄	= CENTERLINE OF RIGHT-OF-WAY
L-8	= LINE TABLE DESIGNATION
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
R/W	= RIGHT-OF-WAY
S.R.	= STATE ROAD
SEC.	= SECTION
TWP	= TOWNSHIP
RGE	= RANGE
S.F.	= SQUARE FEET
Ac.±	= ACRES, MORE OR LESS
P.T.	= POINT OF TANGENCY

SHEET 2 OF 2
(THIS SKETCH OF DESCRIPTION IS NOT COMPLETE WITHOUT SHEET 1 OF 2)

JOB No.	21-067
PROJ. No.	20-356
DRAWN BY:	g.d.p.
DWG. No.	21-067 Easy St use annexation
MAP DATE:	05.24.2021
SCALE:	1" = 60'
SHEET No.	2 of 2
FIELD DATE:	XXXX
FIELD BOOK:	XXXX
PAGES:	XXXX
SEC.02,TWP.19 S,RGE.18 E	

SKETCH OF DESCRIPTION-TEMPORARY CONSTRUCTION EASEMENT

Citrus County
Division of Engineering
Survey Section

3600 WEST SOVEREIGN PATH, SUITE 241
LECANTO, FLORIDA. 34461
(352) 527-5498 FAX (352) 527-5478

THIS SKETCH OF DESCRIPTION, OR THE COPIES THEREOF, ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN HEREON.

Attachment: 4c Supporting Docs - Easy St (18390 : Acceptance of a TCE & subsequent PUE from Technology Conservation Realty LLC)

This instrument prepared under the direction of:
Denise A. Dymond Lyn, County Attorney
110 N. Apopka Avenue
Inverness, Florida 34450

By & Return to:
Susan Boelk, Land Section Manager
Citrus County Engineering Division
3600 West Sovereign Path, Suite 205
Lecanto, Florida 34461

Parcel ID#: 18E19S02 1A140
AK#: 1498465
Project: TCG Sewer CDBG Project U2021-05
Easement for Wastewater Lift Station and Transmission System

PERPETUAL UTILITY AND ACCESS EASEMENT

THIS GRANT OF EASEMENT, made this ____ day of _____, 2021, by and between **TECHNOLOGY CONSERVATION REALTY, LLC.**, a Florida Limited Liability Company, whose address is 715 South Easy Street, Lecanto, FL 34461, hereinafter called the Grantor, and **CITRUS COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 110 N. Apopka Avenue, Inverness, Florida 34450, hereinafter called the Grantee;

WITNESSETH: The Grantor in consideration of the sum of ten dollars and no cents ($10.00) and other good and valuable consideration in hand paid by the said Grantee to the Grantor, receipt whereof is hereby acknowledged, has granted, quitclaimed and conveyed unto the said Grantee its successors and assigns forever, a perpetual non-exclusive easement for utilities and access purposes across any portion of those certain lands situated in Citrus County, Florida, to wit:

See "**Exhibit A**" attached hereto and made a part hereof by reference.

The perpetual, non-exclusive easement shall be for, but not limited to, purposes of constructing, operating, maintaining, upgrading, improving, relocating or removing the Wastewater Lift Station and Transmission System and any other utilities and associated appurtenances; and the right of ingress and egress to same. After construction is complete, the lands of the Grantor shall be restored to the same, or as good as, condition as existed before construction began.

TO HAVE AND HOLD the same, together with all the tenements, hereditaments and appurtenances thereto belonging or anywise appertaining, unto the said Grantee, and its successors and assigns forever, for the utility and access purposes described herein.

The Grantor covenants to the Grantee that it is lawfully seized of said land and that it has good, right and lawful authority to grant this Easement.

Attachment: 4c Supporting Docs - Easy St (18390 : Acceptance of a TCE & subsequent PUE from Technology Conservation Realty LLC)

The easement granted hereby is non-exclusive, and the Grantor reserves to itself and to its successors and assigns forever, the right to utilize the surface of the property for all uses that do not prevent the Grantee's reasonable access to, construction of, and maintenance of the facilities installed in the easement by the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:
TECHNOLOGY CONSERVATION REALTY, LLC

_____
Signature of Witness #1

By: _____ (SEAL)
Richard H. Rice, Managing Member

_____
(Typed/Printed Name of Witness #1)

_____
Signature of Witness #2

_____
(Typed/Printed Name of Witness #2)

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

The foregoing easement was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2021, by Richard H. Rice, as Managing Member of Technology Conservation Realty, LLC., a Florida Limited Liability Company, who is personally known to me or has produced a _____ as identification.

_____
Notary Public

_____
(Name of Notary typed, printed or stamped)
Commission No: _____
My Commission Expires: _____

Attachment: 4c Supporting Docs - Easy St (18390 : Acceptance of a TCE & subsequent PUE from Technology Conservation Realty LLC)

EXHIBIT A

DESCRIPTION:

A PARCEL OF LAND LYING NORTH OF STATE ROAD No. 44 IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA; THENCE S00°07'52"E, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 814.09 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD No. 44 (also known as West Gulf to Lake Highway); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES: S75°23'30"W, 20.66 FEET; THENCE S00°07'52"E, 22.72 FEET; THENCE S75°23'30"W, 305.56 FEET; THENCE S14°36'30"E, 20.00 FEET; THENCE S75°23'30"W, 1007.88 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH EASY STREET HAVING A 40 FOOT WIDE RIGHT-OF-WAY; THENCE N00°20'46"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 87.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE AND EASEMENT LINE N00°20'46'W, A DISTANCE OF 46.97 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE CONTINUE ALONG SAID EASEMENT LINES THE FOLLOWING COURSES: N89°39'14"E, 30.00 FEET; THENCE S00°20'46"E, PARALLEL TO SAID EAST RIGHT-OF-WAY LINE, 46.90 FEET; THENCE S89°30'54"W, 30.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS DESCRIBED ABOVE CONTAINING 1408 SQUARE FEET (0.03 ACRES, MORE OR LESS).

NOTES:

1. THIS SKETCH OF DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY AND THE EASEMENT LOCATION IS BASED ON INFORMATION PROVIDED BY BURRELL ENGINEERING, INC.
2. BEARINGS SHOWN HEREON ARE BASED ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, STATE HIGHWAY RIGHT-OF-WAY MAP OF STATE ROAD No. 44, SECTION 02050-2534 (C.R. 491 TO 600' EAST OF KENSINGTON AVE.) PREPARED BY GENESIS PROFESSIONAL SERVICES , INC. WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD No. 44 LYING EAST OF SOUTH EASY STREET IN SECTION 2, TOWNSHIP 19 SOUTH, RANGE 18 EAST, SAID LINE BEARING S75°23'30"W.
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5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS OFFICE.
6. ALTERNATE KEY NUMBERS (ALT KEY) AS SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY AND TAKEN FROM THE CITRUS COUNTY PROPERTY APPRAISER'S OFFICE WEB SITE.
7. THE PROPERTY DESCRIBED AND SHOWN HEREON APPEARS TO LIE IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD), ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) 12017C0327D, CITRUS COUNTY COMMUNITY PANEL 120063, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WITH AN EFFECTIVE DATE OF SEPTEMBER 26, 2014.

SHEET 1 OF 2

(THIS SKETCH OF DESCRIPTION IS NOT COMPLETE WITHOUT SHEET 2 OF 2)

JOB No.	21-067
PROJ. No.	20-356
DRAWN BY:	g.d.p.
DWG. No.	21-067 easy st perm. utl. esmt.dwg
MAP DATE:	05.24.2021
SCALE:	N/A
SHEET No.	1 OF 2
FIELD DATE:	XXXXX
FIELD BOOK:	XXXXX
PAGES:	XXXXX
SEC.02, TWP.19S, RGE. 18E	

SKETCH OF DESCRIPTION - PERMANENT UTILITY EASEMENT

Citrus County
Division of Engineering
Survey Section
3600 WEST SOVEREIGN PATH, SUITE 241
LECANTO, FLORIDA 34461
(352) 527-5498 FAX (352) 527-5476

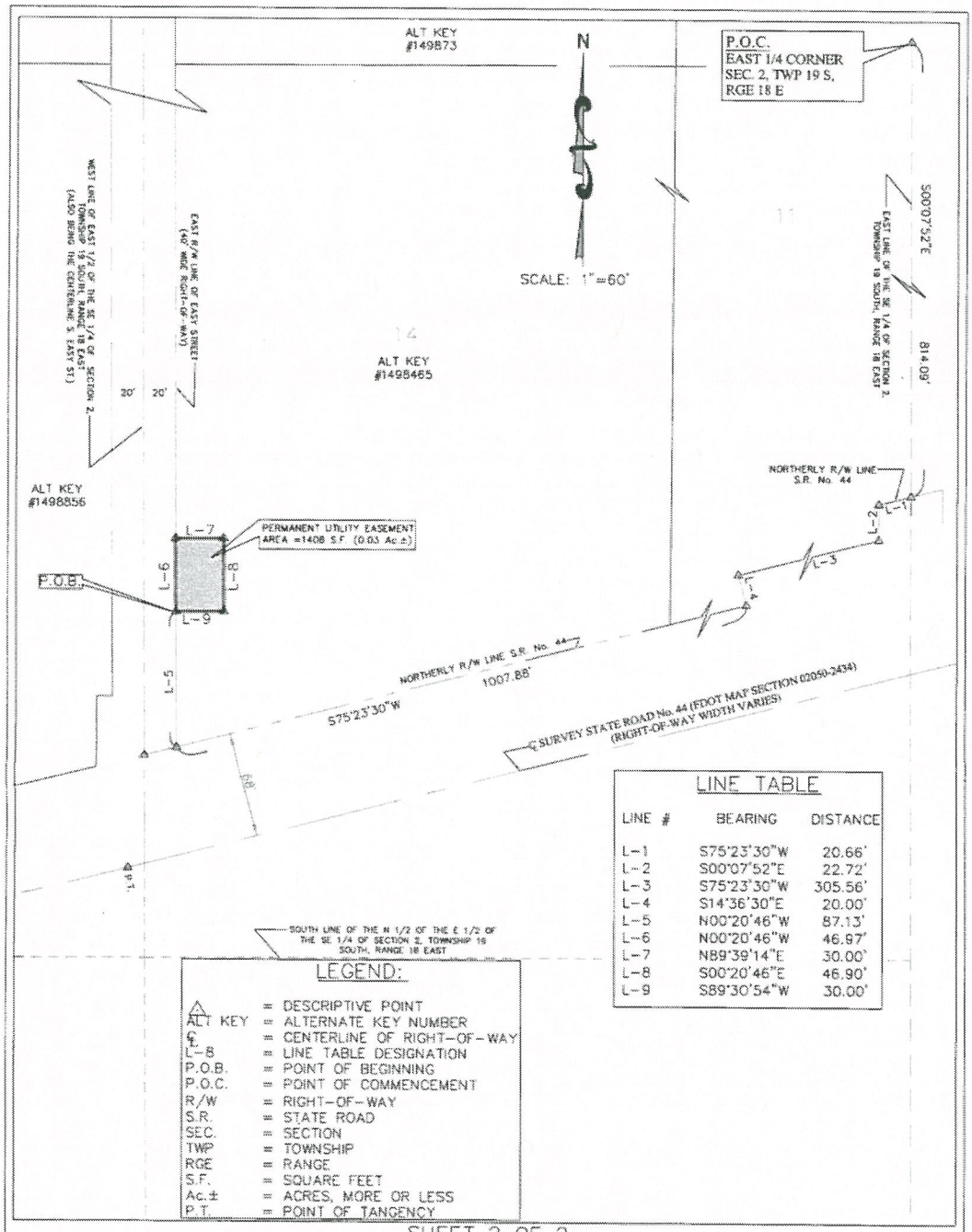
THIS SKETCH OF DESCRIPTION, OR THE COPIES THEREOF, ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN HEREON.

05.24.2021

MARK T. THOMAS, PSM
FLORIDA REGISTRATION No. 5151

O:\Survey\2021 DRAWINGS\21-067 ADDN EASY ST EASEMENTS\21-067 easy st perm utl esmt.dwg, 05/24/2021 9:11:51 AM

Attachment: 4c Supporting Docs - Easy St (18390 : Acceptance of a TCE & subsequent PUE from Technology Conservation Realty LLC)



LINE TABLE

LINE #	BEARING	DISTANCE
L-1	S75°23'30"W	20.66'
L-2	S00°07'52"E	22.72'
L-3	S75°23'30"W	305.56'
L-4	S14°36'30"E	20.00'
L-5	N00°20'46"W	87.13'
L-6	N00°20'46"W	46.97'
L-7	N89°39'14"E	30.00'
L-8	S00°20'46"E	46.90'
L-9	S89°30'54"W	30.00'

LEGEND:

△	=	DESCRIPTIVE POINT
ALT KEY	=	ALTERNATE KEY NUMBER
℄	=	CENTERLINE OF RIGHT-OF-WAY
L-8	=	LINE TABLE DESIGNATION
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
R/W	=	RIGHT-OF-WAY
S.R.	=	STATE ROAD
SEC.	=	SECTION
TWP	=	TOWNSHIP
RGE	=	RANGE
S.F.	=	SQUARE FEET
Ac.±	=	ACRES, MORE OR LESS
P.T.	=	POINT OF TANGENCY

SHEET 2 OF 2
(THIS SKETCH OF DESCRIPTION
IS NOT COMPLETE WITHOUT
SHEET 1 OF 2)

JOB No.	21-067
PROJ. No.	20-356
DRAWN BY:	g.d.p.
DWG. No.	21-067 Easy St perm.utl. esmt.dwg
MAP DATE:	05.24.2021
SCALE: 1" =	60'
SHEET No.	2 of 2
FIELD DATE:	XXXX
FIELD BOOK:	XXXX
PAGES:	XXXX
SEC.02,TWP.19 S,RGE 18 E	

SKETCH OF DESCRIPTION-PERMANENT UTILITY EASEMENT

Citrus County
Division of Engineering
Survey Section
3600 WEST SOVEREIGN PATH, SUITE 241
LECANTO, FLORIDA, 34461
(352) 527-5406 FAX (352) 527-5476

THIS SKETCH OF DESCRIPTION, OR THE COPIES THEREOF, ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN HEREON.

Attachment: 4c Supporting Docs - Easy St (18390 : Acceptance of a TCE & subsequent PUE from Technology Conservation Realty LLC)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Accept Offer to Purchase Surplus Property – Fire Station 17, 10030 W. Ft Island Trl., Crystal River.
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

On September 28, 2021, (Item #B9), the Board of County Commissioners declared AK 2343222, Fire station #17, 10030 W Fort Island Trail, Crystal River, Florida surplus and authorized Land Section to negotiate the sale of said parcel.

Based on an Appraisal Report dated September 22, 2021, the value of the property is $200,000.00 and Ozello Water Association, Inc., a Florida Not for Profit Corporation, has submitted an offer of $200,000.00. Per Florida Statute 125.38, and Citrus County Code, Chapter 2, Article IV.I, and Administrative Regulation 8.03-2, the Board may accept or reject the offer.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
001-364220	Surplus Lands	N/A	N/A	N/A	N/A

Net Income: $200,000.00 – To Be Used To Reduce the Debt on the Animal Shelter.

RECOMMENDED ACTION:

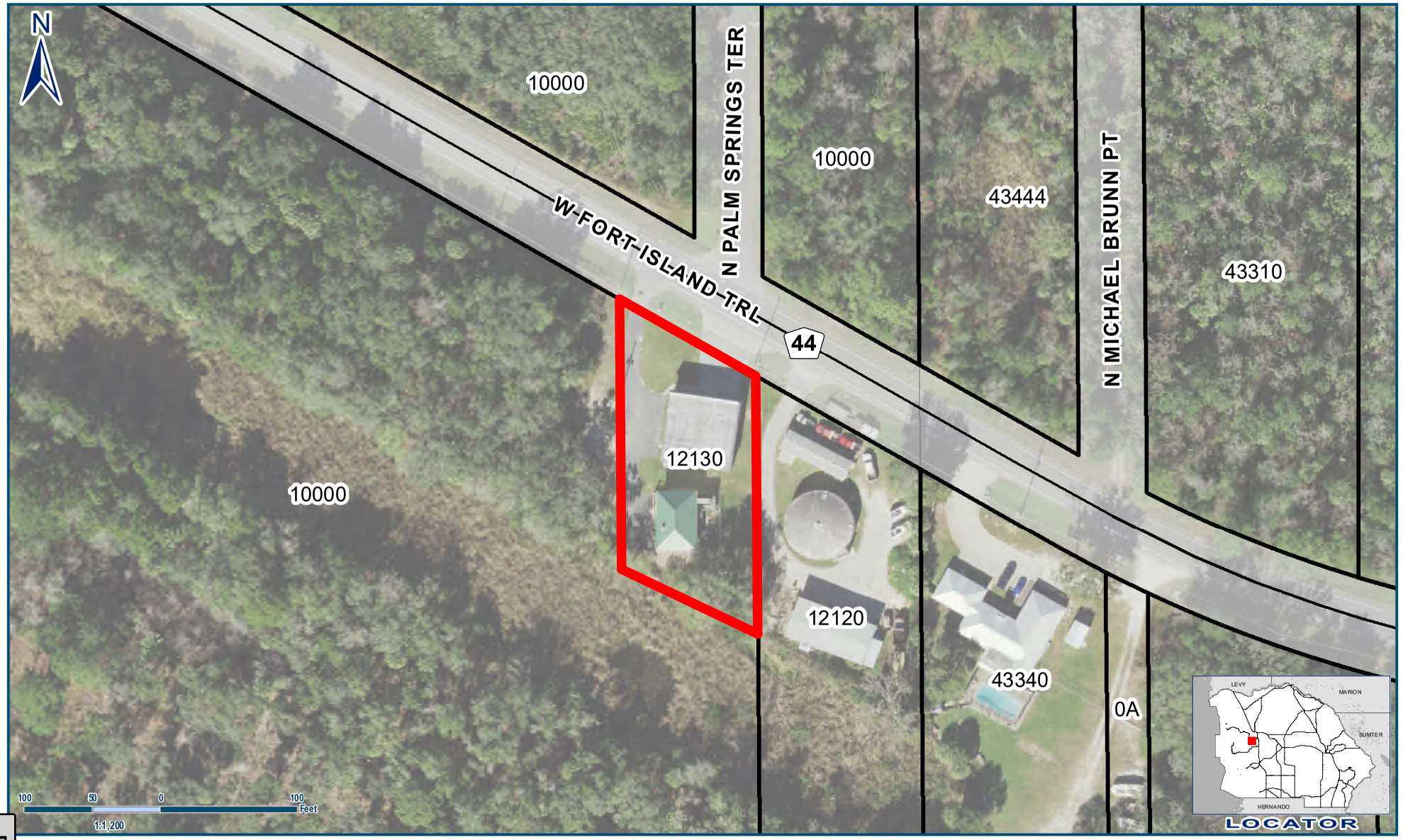
a. Authorize Chairman to accept the offer of $200,000.00 from Ozello Water Association, Inc., a Florida Not for Profit Corporation.

b. Approve and Authorize Chairman to sign the attached Purchase and Sale Agreement and County Deed.

c. Authorize staff to execute all other documents related to the closing of the property, except for recordable documents; approve and authorize payment of related closing costs associated with this property disposition.

d. Authorize the Clerk to record said County Deed in the Public Records of Citrus County, Florida upon staff's receipt of payment.

e. Authorize staff to deliver deed once deed has been recorded in the Public Record.



Legend

Subject Property

AK# 2343222

10030 W Fort Island Trail, Crystal River

Geographic Information Systems

Prepared By: R.W. Voak

Date: August 18, 2021

Source: Enterprise Geodatabase

Map Number: BV000811

Cynthia P. Skelhorn
Director

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is printed. However, all information provided must be independently verified by the user.

Citrus County shall not be liable for any claims, demands, or losses of any kind in connection with the use of this information, including but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of this information and the viewing, copying or distributing of these materials.

Attachment: 1c Supporting Docs - Fire Station #17 (18540 : Accept Offer to Purchase Surplus Property – Fire Station 17, 10030 W. Ft Island Trl.,

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made this _____ day of _____, 2021, between **CITRUS COUNTY, FLORIDA**, a political subdivision of the State of Florida, with an address at 110 N. Apopka Ave., Inverness, Florida 34450, as "Seller" and **OZELLO WATER ASSOCIATION, INC.,** a Florida Not For Profit Corporation, with an address at 9769 W. Ozello Trail, Crystal River, FL 34429 its successors and assigns, as "Purchaser."

For and in consideration of the sum of Ten Dollars ($10.00), the purchase price and the mutual covenants and conditions contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **AGREEMENT TO SELL AND CONVEY:** Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy from Seller, subject to the terms and conditions hereinafter set forth, all of Seller's rights, title, and interest in and to the real property located in Citrus County, Florida, described as Exhibit A together with all improvements, easements and appurtenances ("Property"), in accordance with the provisions of this Agreement.

2. **CONTINGENCIES:**

(A) The enforceability of this Agreement against the Seller is wholly contingent upon the approval of this Agreement by the Citrus County Board of County Commissioners and execution by the Chairman of that Board evidencing such approval in a resolution duly adopted by such Board as mandated by Chapter 125.38, Florida Statutes.

(B) Should the Board of County Commissioners fail to approve this Agreement, this Agreement shall be null and void.

(C) This Agreement is exempt from the provisions of Section 119.07, Florida Statutes (Public Records Act) until 30 days before this Agreement is considered for approval by the Board of County Commissioners or 30 days after the termination of negotiations between the parties hereto.

(D) Purchaser understands and acknowledges that this Agreement IS NOT contingent upon Purchaser obtaining financing.

3. **PURCHASE PRICE AND DEPOSIT:**

(A) The purchase price for the Property is Two Hundred Thousand Dollars ($200,000.00).

(B) An Escrow Deposit of $ N/A is submitted herewith and will be held by Seller or Seller's Agent. The Deposit will be credited to Purchaser at closing.

4. **MISCELLANEOUS:** The following provisions apply:

(A) SELLER:

i. Seller will
N/A

(B) PURCHASER

i. Purchaser will
N/A

5. **CLOSING:**

(A) The Closing of the transaction contemplated by this Agreement (the "Closing") shall take place on a date after Board approval that is mutually agreeable to the parties (the "Closing Date"), but no later than December 31, 2021, unless a delay is mutually agreeable to the parties and confirmed in writing. Possession of the Property shall be granted by Seller to Purchaser no later than the Closing Date.

(B) Seller will convey fee simple ownership of the Property to Purchaser at Closing by Statutory Deed pursuant to Section 125.411, Florida Statutes.

(C) Contemporaneously with Seller's performance of its obligations set forth above, at Closing, Purchaser will execute and deliver such other documents as may be required by this Agreement.

(D) Purchaser shall pay all closing costs including any costs related to financing, a title commitment or title insurance.

6. **RISK OF LOSS AND CONDITION OF REAL PROPERTY:** Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted, and Seller shall prevent and refrain from any use of the Property for any purpose or in any manner that would diminish its market or conservation value. Seller will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property. The Seller shall not transfer or encumber any interest in the Property prior to closing. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement.

Attachment: 1c Supporting Docs - Fire Station #17 (18540 : Accept Offer to Purchase Surplus Property – Fire Station 17, 10030 W. Ft Island Trl.,

7. **RIGHT TO ENTER PROPERTY AND POSSESSION:** Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Purchaser at closing.

8. **AS IS:** The undersigned Purchaser acknowledges that the Property is being purchased absolutely "As Is" with no warranty whatsoever.

9. **PRORATION; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of the Property will be prorated through the day before closing. Cash at closing shall be increased or decreased as may be required by prorations. Taxes shall be prorated based on the current year's tax with allowance made for maximum allowable discount. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated on the prior year's tax. Purchaser should not rely on Seller's current property taxes as the amount of property taxes that the Purchaser may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes.

10. **DEFAULT:** If Purchaser fails, neglects or refuses to perform Purchaser's obligations under this Contract including payment of the Deposit, within the time limits specified, Seller shall retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Purchaser and Seller shall be relieved from all further obligations under this Contract. If Seller fails, neglects or refuses to perform Seller's obligations under this Contract within the time limits specified, Seller shall return the Deposit to Purchaser as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Purchaser and Seller shall be relieved from all further obligations under this Contract.

11. **ASSIGNMENT:** This Agreement may not be assigned without Seller's written approval.

12. **SEVERABILITY:** If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement the enforceability of the remaining provisions of this Agreement shall not be affected.

13. **SUCCESSORS IN INTEREST:** This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

14. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

Attachment: 1c Supporting Docs - Fire Station #17 (18540 : Accept Offer to Purchase Surplus Property – Fire Station 17, 10030 W. Ft Island Trl.,

15. AGREEMENT EFFECTIVE DATE: This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties.

16. ADDENDUM: Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

17. NOTICE: Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

18. SURVIVAL: The covenants, warranties, representations and undertakings set forth in this Agreement and the parties' respective rights and obligations under Section 4 (A) & (B) shall survive and shall continue to be binding upon the Seller and Purchaser as the case may be after Closing.

19. APPLICABLE LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding arising under this Agreement shall be in the Circuit Court in and for Citrus County, Florida, as to State actions, and in the United States District Court for the Middle District of Florida, as to Federal actions.

20. INTERPRETATION: Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter and vice versa. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto and that both parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

21. AUCTIONEER REMARKS (if purchased at auction): The parties acknowledge that this purchase is being made at a public auction and the Purchaser is thereby bound by the terms and conditions stated in the auctioneer's opening remarks.

22. AUTHORITY OF PARTIES: Seller and Purchaser represent to each other that each has full power and authority to enter into and perform this Agreement, all related instruments and the documentation contemplated hereby and thereby in accordance with their respective terms and that delivery and performance of this Agreement, all related instruments and the documentation contemplated hereby and thereby has been duly authorized by all necessary action.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT ON PURCHASER UPON PURCHASER'S EXECUTION OF THE AGREEMENT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

Attachment: 1c Supporting Docs - Fire Station #17 (18540 : Accept Offer to Purchase Surplus Property – Fire Station 17, 10030 W. Ft Island Trl.,

SELLER:

CITRUS COUNTY, FLORIDA, a Political Subdivision of the State of Florida

ATTEST:

BY: _____
Scott Carnahan, Chairman

_____
Angela Vick, Clerk to the Board

APPROVED AS TO FORM:

BY:_____
Denise A. Dymond Lyn, County Attorney

Date Executed:_____

PURCHASER:
OZELLO WATER ASSOCIATION, INC., a Florida Not For Profit Corporation

BY: _____
Peter A. Vandenbergh, President

Date Executed: 10-14-2021

Attachment: 1c Supporting Docs - Fire Station #17 (18540 : Accept Offer to Purchase Surplus Property – Fire Station 17, 10030 W. Ft Island Trl.,

"EXHIBIT A"

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 32, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF PROPERTY OF OZELLO WATER ASSOCIATES INC., AS RECORDED IN OFFICIAL RECORD, BOOK 371, PAGE 454, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT BEING IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 44 WEST, RUN THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 44 WEST, N.60°49'04"W., 115.23 FEET, RUN THENCE S.00°36'44"E., 198.79 FEET TO THE WATERS OF A CANAL, RUN THENCE ALONG SAID CANAL S.64°41'44"E. 111.18 FEET TO THE SOUTHWEST CORNER* OF SAID LANDS IN OFFICIAL RECORD BOOK 371, PAGE 454, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, RUN THENCE N. 00°36'44"W., ALONG THE WEST BOUNDARY OF SAID LANDS A DISTANCE OF 190.13 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A PERMANENT UTILITY EASEMENT IN FAVOR OF THE CITY OF CRYSTAL RIVER, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 2500, PAGES 326-328, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

AN EASEMENT IN SECTION 32, TOWNSHIP 18 SOUTH, RANGE 17 EAST, LYING WITHIN THE BOUNDARY OF A PARCEL OWNED BY CITRUS COUNTY, SAID PARCEL BEING RECORDED IN OFFICIAL RECORD BOOK 615, PAGE 498, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE PROPERTY OF OZELLO WATER ASSOCIATION INC., AS RECORDED IN OFFICIAL RECORD BOOK 371, PAGES 454, 455, AND 456, PUBLIC RECORDS OF CITRUS COUNTY FL., SAID POINT BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF WEST FORT ISLAND TRAIL, ALSO KNOWN AS COUNTY ROAD NUMBER 44, THENCE N60°49'04"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 92.18 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N60°49'04"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 23.05 FEET, TO THE WEST BOUNDARY OF A PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 615, PAGE 498, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, THENCE S0°36'44"E ALONG SAID WEST BOUNDARY A DISTANCE OF 181.83 FEET, THENCE N89°23'16"E A DISTANCE OF 69.0 FEET, THENCE N0°36'44"W A DISTANCE OF 36.0 FEET, THENCE S89°23'16"W, A DISTANCE OF 49.0 FEET, THENCE N0°36'44"W, 20.0 FEET EAST OF AND PARALLEL WITH THE AFOREMENTIONED WEST BOUNDARY, A DISTANCE OF 134.37 FEET TO THE POINT OF BEGINNING. CONTAINING 0.12 ACRE, MORE OR LESS.

SAID LANDS ALSO BEING SUBJECT TO A DISTRIBUTION EASEMENT IN FAVOR OF DUKE ENERGY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2612, PAGES 1732-1735 AND OFFICIAL RECORDS BOOK 2613, PAGES 430-432, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 10.00 FOOT WIDE EASEMENT AREA DEFINED AS COMPRISING THE WESTERLY 10.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE SOUTHWEST CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 371, PAGE 454, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, THENCE NORTH 0°36'44" WEST ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 178.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 0°36'44" WEST ALONG SAID WEST LINE, A DISTANCE OF 190.13 FEET TO A POINT 38.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF STATE ROAD No. 44, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 371, PAGE 454; THENCE NORTH 60°49'04" WEST PARALLEL TO SAID CENTERLINE OF STATE ROAD No. 44, A DISTANCE OF 115.23 FEET, THENCE SOUTH 0°36'44" WEST** PARALLEL TO THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 371, PAGE 454, A DISTANCE OF 198.79 FEET, THENCE SOUTH 64°41'44" EAST 111.18 FEET TO THE POINT OF BEGINNING.

NOTES:

1. THIS SKETCH OF DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON DEEDS AS SHOWN HEREON RECORDED IN THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
3. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED BY LAW WITHOUT THE WRITTEN CONSENT OF SAID PARTY OR PARTIES.
4. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND MAY NOT INDICATE CURRENT OWNERSHIP, ENCUMBRANCES, OR OTHER MATTERS OF RECORD.
5. * REPRESENTS AN ERRONEOUS CALL IN THE DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 615, PAGE 498, P.R.C.C.F. (" ...TO THE SOUTHWEST CORNER OF SAID LANDS..."), BUT DOES NOT AFFECT THE MATHEMATICAL CLOSURE.
   ** REPRESENTS AN ERRONEOUS BEARING DIRECTION IN OFFICIAL RECORDS BOOK 2612, PAGES 1732-1735 AND OFFICIAL RECORDS BOOK 2613, PAGES 430-432, P.R.C.C.F., AND WHEN CORRECTED SHOULD READ EAST.

SHEET 1 OF 2

THIS SKETCH OF DESCRIPTION CONSISTS OF 2 PAGES AND IS NOT COMPLETE WITHOUT BOTH SHEETS 1 AND 2

JOB No.	21-103
PROJ. No.	21-383
DRAWN BY:	g.d.p.
DRAWING NAME:	21-103 FT_IS_FIRE_STA.dwg
MAP DATE:	07.27.2021
SCALE:	N/A
SHEET No.	1 of 2
FIELD DATE:	N.A.
FIELD BOOK:	NA NA
PAGE(S):	NA NA
SEC. 32,TWP. 18 S. RNG 17 E	

DESCRIPTIVE SKETCH

Citrus County
Division of Engineering
Survey Section

3600 WEST SOVEREIGN PATH, SUITE 241
LECANTO, FLORIDA, 34461
(352) 527-5498 FAX (352) 527-5478

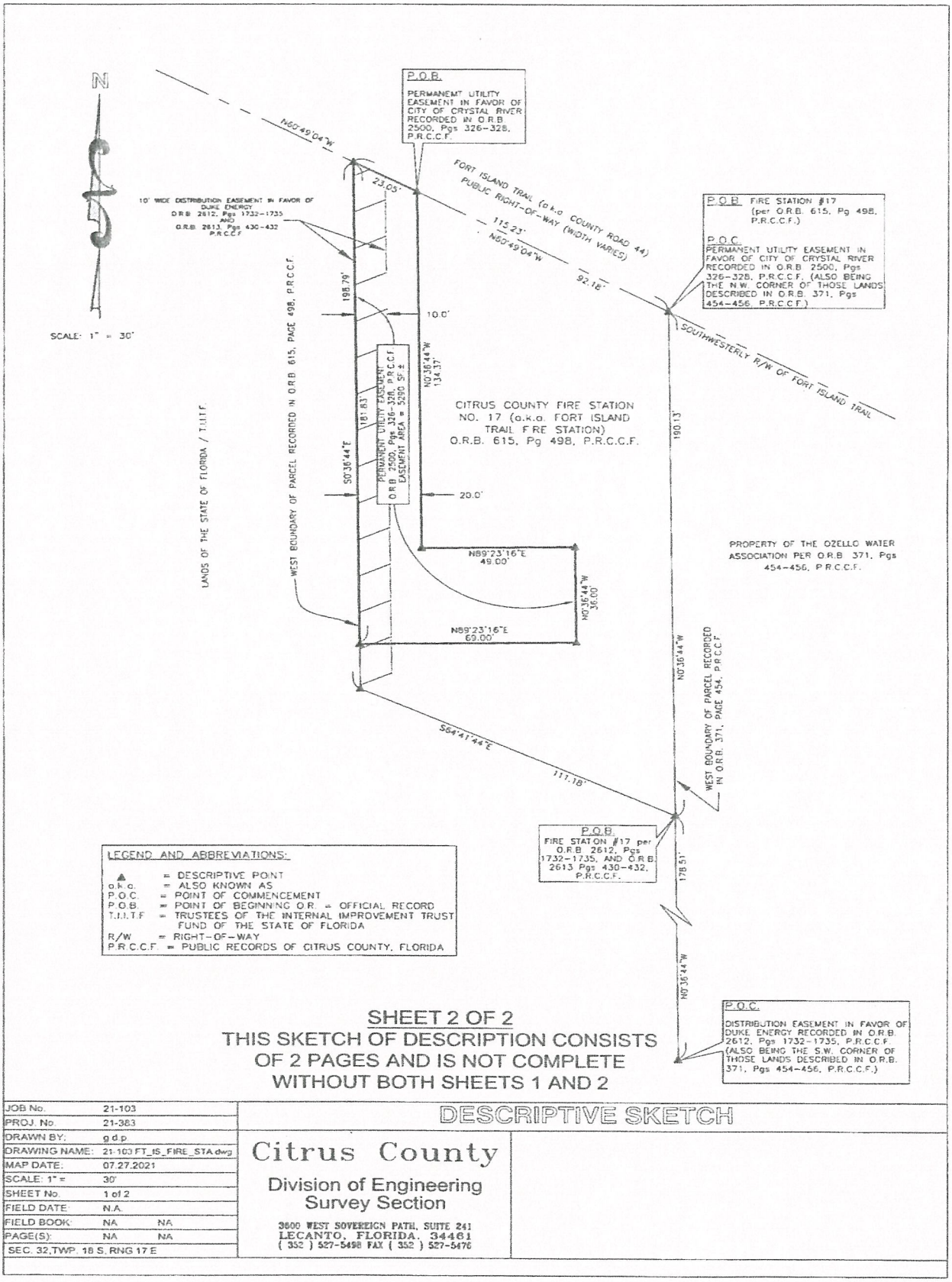
THIS SKETCH OF DESCRIPTION OR THE COPIES THEREOF, ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL FLORIDA SURVEYOR AND MAPPER HEREON.

MARK T. THOMAS, P.S.M.
FLORIDA REGISTRATION NO. 5151

STATE OF FLORIDA
No. 5151
PROFESSIONAL SURVEYOR AND MAPPER

DATE 7-27-21

Attachment: 1c Supporting Docs - Fire Station #17 (18540 : Accept Offer to Purchase Surplus Property – Fire Station 17, 10030 W. Ft Island Trl.,



SHEET 2 OF 2
THIS SKETCH OF DESCRIPTION CONSISTS OF 2 PAGES AND IS NOT COMPLETE WITHOUT BOTH SHEETS 1 AND 2

JOB No.	21-103
PROJ. No.	21-383
DRAWN BY:	g.d.p.
DRAWING NAME:	21-103 FT_IS_FIRE_STA.dwg
MAP DATE:	07.27.2021
SCALE: 1" =	30'
SHEET No.	1 of 2
FIELD DATE:	N.A.
FIELD BOOK:	NA NA
PAGE(S):	NA NA
SEC. 32, TWP. 18 S, RNG 17 E	

DESCRIPTIVE SKETCH

Citrus County
Division of Engineering
Survey Section
3600 WEST SOVEREIGN PATH, SUITE 241
LECANTO, FLORIDA, 34461
(352) 527-5498 FAX (352) 527-5476

Attachment: 1c Supporting Docs - Fire Station #17 (18540 : Accept Offer to Purchase Surplus Property – Fire Station 17, 10030 W. Ft Island Trl.,

This instrument prepared under the direction of:
Denise A. Dymond Lyn, County Attorney
110 N. Apopka Avenue
Inverness, Florida 34450

By & Return to:
Susan M. Boelk, Land Section Manager
Citrus County Engineering Division
3600 West Sovereign Path, Suite 205
Lecanto, Florida 34461

Property Appraisers Parcel ID Number: 17E18S32 12130
Alt Key: 2343222

COUNTY DEED

THIS DEED**,** made this _____ day of _____, 2021, by **CITRUS COUNTY, FLORIDA,** a political subdivision of the State of Florida, whose address is 110 N. Apopka Ave., Inverness, FL 34450, party of the first part, and; **OZELLO WATER ASSOCIATION, INC.,** a Florida Not For Profit Corporation, whose address is address at 9769 W. Ozello Trail, Crystal River, FL 34429, party of the second part;

WITNESSETH that the said party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the party of the second part, his or her heirs and assigns forever, the following described land lying and being in Citrus County, Florida:

See "**Exhibit A**" attached hereto and made a part hereof by reference.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

ATTEST:

_____
Angela Vick, Clerk of Court
Citrus County, Florida

CITRUS COUNTY, FLORIDA, a political Subdivision of the State of Florida

By: _____
Scott Carnahan, Chairman
Board of County Commissioners of
Citrus County, Florida

Approved for the reliance of
Citrus County, Florida only:

_____
Denise A. Dymond Lyn,
County Attorney

Attachment: 1c Supporting Docs - Fire Station #17 (18540 : Accept Offer to Purchase Surplus Property – Fire Station 17, 10030 W. Ft Island Trl.,

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 32, TOWNSHIP 18 SOUTH, RANGE 17 EAST, CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF PROPERTY OF OZELLO WATER ASSOCIATES INC., AS RECORDED IN OFFICIAL RECORD, BOOK 371, PAGE 454, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT BEING IN THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 44 WEST, RUN THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 44 WEST, N.60°49'04"W., 115.23 FEET, RUN THENCE S.00°36'44"E., 198.79 FEET TO THE WATERS OF A CANAL, RUN THENCE ALONG SAID CANAL S.64°41'44"E. 111.18 FEET TO THE SOUTHWEST CORNER* OF SAID LANDS IN OFFICIAL RECORD BOOK 371, PAGE 454, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, RUN THENCE N. 00°36'44"W., ALONG THE WEST BOUNDARY OF SAID LANDS A DISTANCE OF 190.13 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A PERMANENT UTILITY EASEMENT IN FAVOR OF THE CITY OF CRYSTAL RIVER, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 2500, PAGES 326-328, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS;

AN EASEMENT IN SECTION 32, TOWNSHIP 18 SOUTH, RANGE 17 EAST, LYING WITHIN THE BOUNDARY OF A PARCEL OWNED BY CITRUS COUNTY, SAID PARCEL BEING RECORDED IN OFFICIAL RECORD BOOK 615, PAGE 498, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE PROPERTY OF OZELLO WATER ASSOCIATION INC., AS RECORDED IN OFFICIAL RECORD BOOK 371, PAGES 454, 455, AND 456, PUBLIC RECORDS OF CITRUS COUNTY FL., SAID POINT BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF WEST FORT ISLAND TRAIL, ALSO KNOWN AS COUNTY ROAD NUMBER 44, THENCE N60°49'04"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 92.18 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N60°49'04"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 23.05 FEET, TO THE WEST BOUNDARY OF A PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 615, PAGE 498, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, THENCE S0°36'44"E ALONG SAID WEST BOUNDARY A DISTANCE OF 181.83 FEET, THENCE N89°23'16"E A DISTANCE OF 69.0 FEET, THENCE N0°36'44"W A DISTANCE OF 36.0 FEET, THENCE S89°23'16"W, A DISTANCE OF 49.0 FEET, THENCE N0°36'44"W, 20.0 FEET EAST OF AND PARALLEL WITH THE AFOREMENTIONED WEST BOUNDARY, A DISTANCE OF 134.37 FEET TO THE POINT OF BEGINNING. CONTAINING 0.12 ACRE, MORE OR LESS.

SAID LANDS ALSO BEING SUBJECT TO A DISTRIBUTION EASEMENT IN FAVOR OF DUKE ENERGY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2612, PAGES 1732-1735 AND OFFICIAL RECORDS BOOK 2613, PAGES 430-432, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 10.00 FOOT WIDE EASEMENT AREA DEFINED AS COMPRISING THE WESTERLY 10.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE SOUTHWEST CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 371, PAGE 454, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, THENCE NORTH 0°36'44" WEST ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 178.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 0°36'44" WEST ALONG SAID WEST LINE, A DISTANCE OF 190.13 FEET TO A POINT 38.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF STATE ROAD No. 44, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 371, PAGE 454; THENCE NORTH 60°49'04" WEST PARALLEL TO SAID CENTERLINE OF STATE ROAD No. 44, A DISTANCE OF 115.23 FEET; THENCE SOUTH 0°36'44" WEST** PARALLEL TO THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 371, PAGE 454, A DISTANCE OF 198.79 FEET; THENCE SOUTH 64°41'44" EAST 111.18 FEET TO THE POINT OF BEGINNING

NOTES

1. THIS SKETCH OF DESCRIPTION DOES NOT REPRESENT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON DEEDS AS SHOWN HEREON RECORDED IN THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
3. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED BY LAW WITHOUT THE WRITTEN CONSENT OF SAID PARTY OR PARTIES.
4. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND MAY NOT INDICATE CURRENT OWNERSHIP, ENCUMBRANCES, OR OTHER MATTERS OF RECORD.
5. * REPRESENTS AN ERRONEOUS CALL IN THE DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 615, PAGE 498, P.R.C.C.F. ("...TO THE SOUTHWEST CORNER OF SAID LANDS..."), BUT DOES NOT AFFECT THE MATHEMATICAL CLOSURE.
   ** REPRESENTS AN ERRONEOUS BEARING DIRECTION IN OFFICIAL RECORDS BOOK 2612, PAGES 1732-1735 AND OFFICIAL RECORDS BOOK 2613, PAGES 430-432, P.R.C.C.F., AND WHEN CORRECTED SHOULD READ EAST.

SHEET 1 OF 2
THIS SKETCH OF DESCRIPTION CONSISTS OF 2 PAGES AND IS NOT COMPLETE WITHOUT BOTH SHEETS 1 AND 2

JOB No.	21-103	
PROJ. No.	21-383	
DRAWN BY:	g.d.p.	
DRAWING NAME:	21-103 FT_IS_FIRE_STA.dwg	
MAP DATE:	07.27.2021	
SCALE:	N/A	
SHEET No.	1 of 2	
FIELD DATE:	N.A.	
FIELD BOOK:	NA	NA
PAGE(S):	NA	NA
SEC. 32,TWP. 18 S, RNG 17 E		

DESCRIPTIVE SKETCH

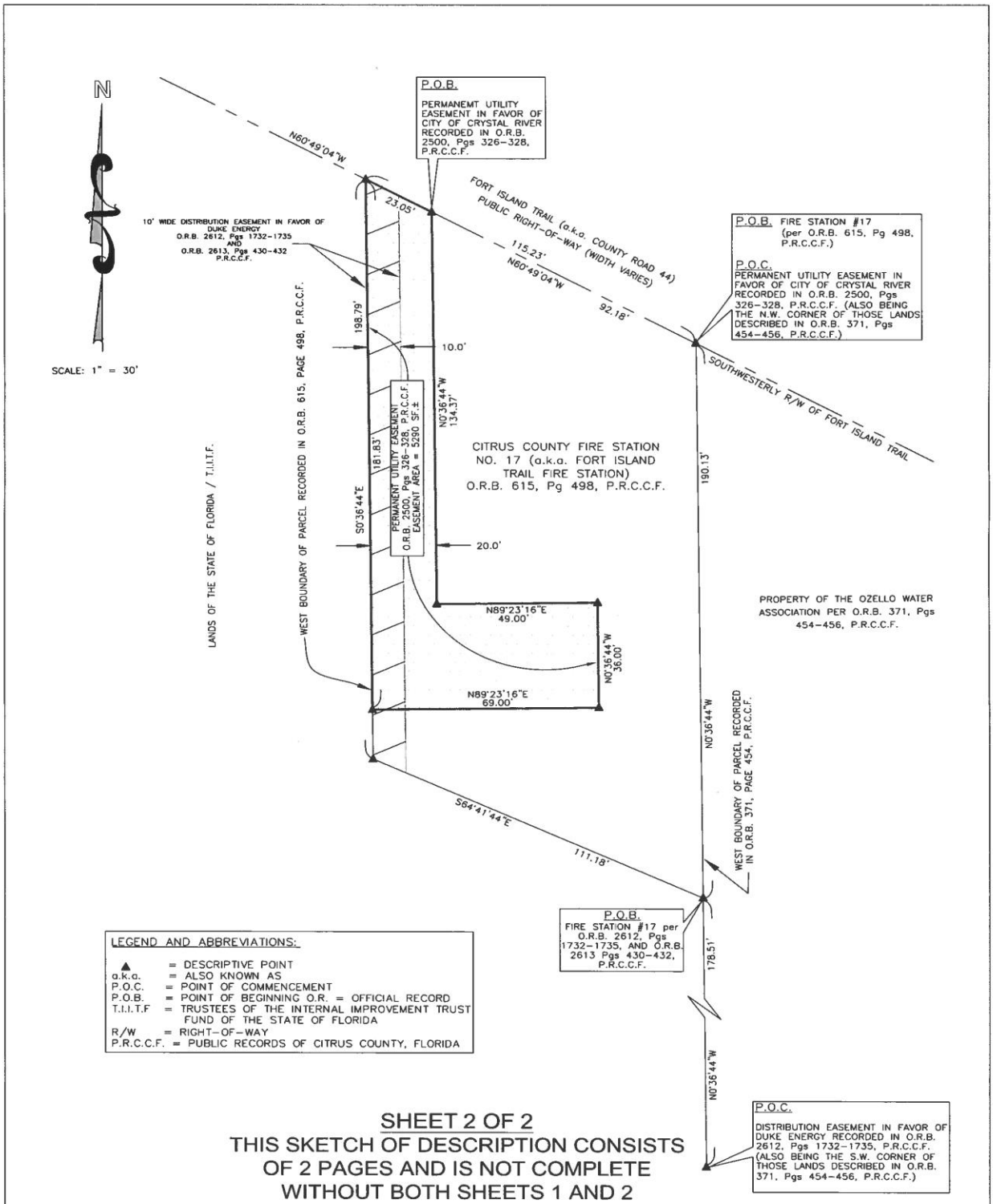
Citrus County
Division of Engineering
Survey Section
3600 WEST SOVEREIGN PATH, SUITE 241
LECANTO, FLORIDA. 34461
(352) 527-5498 FAX (352) 527-5476

THIS SKETCH OF DESCRIPTION, OR THE COPIES THEREOF, ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE PROFESSIONAL FLORIDA SURVEYOR AND MAPPER SHOWN HEREON.

MARK T. THOMAS, P.S.M. No. 5151 DATE 7-27-21
FLORIDA REGISTRATION NO. 5151

STATE OF FLORIDA

Attachment: 1c Supporting Docs - Fire Station #17 (18540 : Accept Offer to Purchase Surplus Property – Fire Station 17, 10030 W. Ft Island Trl.,



SHEET 2 OF 2

THIS SKETCH OF DESCRIPTION CONSISTS OF 2 PAGES AND IS NOT COMPLETE WITHOUT BOTH SHEETS 1 AND 2

JOB No.	21-103
PROJ. No.	21-383
DRAWN BY:	g.d.p.
DRAWING NAME:	21-103 FT_IS_FIRE_STA.dwg
MAP DATE:	07.27.2021
SCALE: 1" =	30'
SHEET No.	1 of 2
FIELD DATE:	N.A.
FIELD BOOK:	NA NA
PAGE(S):	NA NA
SEC. 32,TWP. 18 S, RNG 17 E	

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Select Year: 2021 Go

The 2021 Florida Statutes

Title XI
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

Chapter 125
COUNTY GOVERNMENT

View Entire Chapter

125.38 Sale of county property to United States, or state.—If the United States, or any department or agency thereof, the state or any political subdivision or agency thereof, or any municipality of this state, or corporation or other organization not for profit which may be organized for the purposes of promoting community interest and welfare, should desire any real or personal property that may be owned by any county of this state or by its board of county commissioners, for public or community interest and welfare, then the United States, or any department or agency thereof, state or such political subdivision, agency, municipality, corporation or organization may apply to the board of county commissioners for a conveyance or lease of such property. Such board, if satisfied that such property is required for such use and is not needed for county purposes, may thereupon convey or lease the same at private sale to the applicant for such price, whether nominal or otherwise, as such board may fix, regardless of the actual value of such property. The fact of such application being made, the purpose for which such property is to be used, and the price or rent therefor shall be set out in a resolution duly adopted by such board. In case of a lease, the term of such lease shall be recited in such resolution. No advertisement shall be required.

History.—s. 4, ch. 23829, 1947.

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ARTICLE IV.I. - REAL PROPERTY DISPOSITION PROCEDURES

Sec. 2-109. - Purpose.

This article is adopted for the purpose of setting forth the methods of disposition of surplus county real property. The county administrator or designee shall have the option of utilizing the statutory methods of disposal, this article, or any combination thereof.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-110. - Authority, purpose, and standards.

(a) This section is enacted under authority F.S. § 125.35 for the sale, leasing and donation of real property by the county when it is determined by the board of county commissioners (the "board") to be in the best interest of the county.

(b) Any of the procedures specified in this article may be used and applied, where applicable, by the board for the competitive or non-competitive sale or lease of any real property.

(c) At a minimum, persons or legal entities seeking to purchase or lease available county real property must be financially responsible and currently active, registered and in good standing with the Florida Department of State. Other standards for competition and qualification for the sale or lease of county real property are set forth in sections 2-111 through 2-114 below.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-111. - Declaration of surplus property.

(a) Any real property owned by the county may be declared as surplus upon:

(1) Presentation of a staff request to the board of county commissioners by the county administrator or designee. The county administrator or designee shall review all real property held by the county as frequently as is needed to determine whether such property is unusable or no longer needed for county purposes or usable for affordable housing.

(2) Presentation of an interested party's request to the board of county commissioners by the county administrator or designee. The county administrator or designee shall include a staff recommendation with the interested party's request.

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(3) The board of county commissioners' own motion.

(b) When the board of county commissioners finds that any real property owned by the county is unusable or not needed for county purposes or usable for affordable housing, the board may declare the real property to be surplus property. Once the property is declared surplus, the property may be sold, dedicated, donated, leased or otherwise conveyed to interested parties in accordance with applicable Florida Statutes or pursuant to the terms of this article.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-112. - Methods of disposal.

Once the real property has been declared surplus, the county administrator or designee shall recommend to the board of county commissioners a particular method of disposal as set forth in this section.

(1) *Statutory competitive bidding.* In accordance with F.S. § 125.35(1), the county may sell, convey or lease any real property, whenever the board of county commissioners determines that it is in the best interest of the county to do so, to the highest and best bidder for the particular use of the property the board determines is the highest and best pursuant to the statutory procedures provided in F.S. § 125.35(1). Notice shall be published once a week for at least two weeks in a newspaper of general circulation, calling for bids on the property.

(2) *Private sale.* In accordance with F.S. § 125.35(2), the county may negotiate a private sale with an adjacent property owner when the board of county commissioners finds that the property is of insufficient size and shape to be issued a permit for any type of development, or when the value of the property is $15,000.00 or less as determined by an independent appraisal or by the county property appraiser and of use only to the adjacent property owners. Notice of intended action shall be sent to the adjacent property owners by certified mail and no bids or public notice shall be required. However, if, within ten days, two or more adjacent property owners indicate an interest to purchase the property, then the county administrator or designee shall accept sealed bids for the parcel from those property owners and may convey the property to the highest bidder or reject all bids. If no response is received from the adjacent property owners, then a private sale may be completed.

(3)

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Property exchange. In accordance with F.S. § 125.37, the county may exchange surplus real property for another parcel of real property, provided that the board of county commissioners has published a notice for at least two weeks in a newspaper of general circulation, before adoption of a resolution authorizing the exchange. The notice shall set forth the terms and conditions of the exchange of property.

(4) *Sale to government or nonprofit.* In accordance with F.S. § 125.38, upon a finding by the board of county commissioners that the property is required for use by another governmental entity or nonprofit entity, the county may sell, transfer, lease or convey real property to that entity for such price, whether nominal or otherwise as the board may fix. No advertisement is required. The fact of the application being made, the purpose for which such property is to be used, and the price or rent thereof shall be set out in a resolution duly adopted by the board, setting forth the following:

a. The facts of the application;

b. The purpose for which the property is to be used;

c. The rent and term of the lease or the purchase price and terms; and

d. A provision to be incorporated into the lease or deed which states that in the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease, or in the case of a purchase, the property shall revert to the county which shall thereafter have the right to re-enter and repossess the property.

(5) *Affordable housing.* In accordance with F.S. § 125.379, the county may sell, transfer, lease, or convey surplus real property to another governmental entity, a nonprofit entity, or a private entity or person to carry out the provisions of F.S. ch. 420, relating to affordable housing. The county may adopt requirements for such conveyances on a case-by-case basis and after recommendation by the affordable housing advisory committee, such as deed restrictions, percentage of affordable units for low-income, moderate-income and very low-income persons as defined in F.S. § 420.0004, and such other restrictions to insure that said property will be permanently preserved as affordable housing.

(6) *Alternative disposition procedures.* As authorized in F.S. § 125.35(3), the county may dispose of surplus real property through alternative procedures outlined in this subsection:

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a. *Minimum base bid.* The county may sell, transfer, lease or convey real property through the minimum base bid procedures outlined in this subsection.

1. A minimum base bid for the lease or sale of real property may be determined by:
   i. A written offer procured by a real estate broker; or
   ii. An appraisal; or
   iii. An unsolicited written offer made by a prospective lessee or purchaser.
2. After determining the minimum base bid, the county may elect to advertise for bids on the property which is the subject matter of the written offer. The election to advertise for bids must be brought up as a regular agenda item at a duly noticed regular public meeting of the board of county commissioners at which members of the public are afforded the opportunity to comment on the proposed sale or lease. The advertisement shall specify the minimum base bid and the specific terms and conditions, if any, to be bid upon. All bids shall be sealed and must contain a minimum of one percent or $150.00, whichever amount is greater, as an earnest money deposit.
3. Upon receipt of the sealed bids, the property shall be sold or leased to the bidder submitting the highest, qualified, responsive and best bid. The offer of the prospective purchaser used to establish the minimum base bid, shall be deemed to constitute the bid of the lessee/purchaser unless a second sealed bid is submitted by the prospective lessee/purchaser. The county commission reserves the right to reject any bid, including the minimum base bid, that is not reasonably close to the fair market value of the property at the time bids are opened.
4. If no other bids are received or if no bid exceeds the minimum base bid, the offer used as the minimum base bid shall be accepted by the county only if such minimum base bid is reasonably close to the fair market value of the property. If other bids are received, and at least one such bid is reasonably close to the fair market value of the property, the sale or lease shall be made to the highest and best bidder.

b.

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Negotiated sale. The county may sell, transfer, lease or convey real property through the negotiated sale procedures outlined in this subsection through the use of a licensed real estate broker or through a public auction house in the following manner:

1. A licensed real estate broker or public auction house (including internet auction companies) shall be retained in accordance with county policy to market, lease, or auction the real property. Any contract for services shall, at a minimum, set forth the amount of compensation due for services, the length of notice/advertising time, the time for auction, if being auctioned, and such other information as deemed necessary by the county administrator or designee. The contract(s) shall be approved by the board of county commissioners. Notice of the board's intent to consider the contract(s) shall be given in accordance with the board's regular advertising procedures.
2. Any offer made to a licensed real estate broker for purchase of listed surplus property shall be brought to the board of county commissioners in the form of a purchase agreement. Notice of the board's intent to consider the purchase agreement shall be given in accordance with the board's regular advertising procedures. If the board approves the purchase agreement, then the chair shall be authorized to sign all required closing documents, including the deed.
3. For any real property dispositions made through public auction, the county shall establish a base reserve for the property.

c. *Request for proposals.* The county may sell, transfer, lease or convey real property through the request for proposals (RFP) process in the following manner:

1. The election to use the RFP process must be brought up as a regular agenda item at a duly noticed regular public meeting of the board of county commissioners at which members of the public are afforded the opportunity to comment on the proposed sale or lease.
2. Upon approval by the board, the county administrator or designee shall proceed to issue the RFP, evaluate the proposals, and submit a recommendation regarding such proposals to the board of county commissioners.

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3. If the sale or lease of the property was initiated in response to an unsolicited offer by a prospective purchaser then the offeror may submit another proposal. If no other proposal is received, the original proposal shall be accepted, unless the original offer was deemed unacceptable and rejected before issuing the RFP. The county reserves the right to reject any RFP in which the proposed sale or lease amount is not reasonably close to the fair market value of the property at the time RFPs are considered by the county commission.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-113. - Negotiation procedures.

(a) In determining the terms and conditions of the disposal of surplus property, the county administrator or designee shall take into consideration the following factors:

(1) The appraised value of the real property;

(2) The condition of the real property, and the extent to which the party seeking to acquire the property will have to expend funds to make the property usable, rezoning issues excluded, or, to bring the property into compliance with the county Code;

(3) The proposed use of the party seeking to acquire the property; and

(4) The proposed use of the property for affordable housing.

(b) In no event shall the disposition of surplus property violate the county comprehensive plan or the zoning regulations of the county.

(Ord. No. 2014-02, § 2, 3-25-14)

Sec. 2-114. - Exemptions.

Notwithstanding anything in this article to the contrary, the county is expressly authorized to:

(1) Negotiate the lease of an airport or seaport facility;

(2) Modify or extend an existing lease of real property for an additional term not to exceed 25 years; or

(3) Lease a professional sports franchise facility financed by revenues received pursuant to F.S. § 125.0104 or 212.20.

(Ord. No. 2014-02, § 2, 3-25-14)

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Secs. 2-115—2-140. - Reserved.

ARTICLE V. - BOARDS, COMMISSIONS AND AUTHORITIES

Footnotes:
*--- (**6**) ---*
Cross reference— *Construction licensing and appeals board, § 18-39; Withlacoochee regional water supply authority, § 66-61 et seq.*
Land development code references—Technical review committee, § 2460.
Special acts reference—Boards, commissions and authorities, § 2-121 et seq.

Secs. 2-141—2-200. - Reserved.

ARTICLE VI. - CITY MANAGER

Sec. 2-201. - Appointment.

The board of county commissioners shall have the authority to appoint a county administrator who shall be the administrative head of the county and shall be responsible for the administration of all departments of the county government which the board of county commissioners has authority to control pursuant to this article, the general laws of the state, or other applicable legislation.

(Ord. No. 99-01, § 1, 3-2-99)

Sec. 2-202. - Qualifications.

The county administrator shall be qualified by administrative and executive experience and ability to serve as the chief administrator of the county. The administrator shall be appointed by an affirmative vote of not less than three members of the board of county commissioners and may be removed at any time by an affirmative vote, upon notice of not less than three members of the board after a hearing, if such is requested by the county administrator. The administrator need not be a resident of the county at the time of appointment but, during tenure in office, the administrator shall reside within the county.

(Ord. No. 99-01, § 2, 3-2-99)

Sec. 2-203. - Compensation.

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The compensation of the administrator shall be fixed by the board of county commissioners unless otherwise provided by law.

(Ord. No. 99-01, § 3, 3-2-99)

Sec. 2-204. - Vacancies.

The office of county administrator shall be deemed vacant if the incumbent changes residence from within the county; or is, by death, illness, or other casualty, unable to continue in office. A vacancy in the office shall be filled in the same manner as the original appointment. The board of county commissioners may appoint an acting administrator in the case of a vacancy or temporary absence or disability until a successor has been appointed and qualified or the administrator returns.

(Ord. No. 99-01, § 4, 3-2-99)

Sec. 2-205. - Powers and duties.

The administrator shall be responsible for the administration of all departments responsible to the board of county commissioners and for the proper administration of all affairs under the jurisdiction of the board. To that end, the administrator shall, by way of enumeration and not by way of limitation, have the following specific powers and duties to:

(1) Administer and carry out the directives and policies of the board of county commissioners and to enforce all orders, resolutions, ordinances and regulations of the board to assure that they are faithfully executed;

(2) Report to the board on action taken pursuant to any directive or policy within the time set by the board and provide an annual report to the board on the state of the county, the work of the previous year, and any recommendations as to actions or programs the administrator deems necessary for the improvement of the county and the welfare of its residents;

(3) Provide the board, or individual members thereof upon request, with data or information concerning county government and to provide advice and recommendations on county government operations to the board;

(4) Prepare and submit to the board of county commissioners for its consideration and adoption an annual operating budget, a capital budget, and a capital program;

(5)

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Establish the schedules and procedures to be followed by all county departments, offices and agencies in connection with the budget, and supervise and administer all phases of the budgetary process;

(6) Prepare and submit to the board, after the end of each fiscal year, a complete report on the finances and administrative activities of the county for the preceding year and submit recommendations;

(7) Supervise the care and custody of all county property;

(8) Recommend to the board a current position, classification and pay plan for all positions in county service;

(9) Develop, install and maintain centralized budgeting, personnel, legal and purchasing procedures;

(10) Organize the work of the county departments subject to an administrative code developed by the administrator and adopted by the board, and review the departments, administration and operation of the county and make recommendations pertaining thereto for reorganization by the board;

(11) Select, employ and supervise all personnel and fill all vacancies, positions or employment under the jurisdiction of the board except county attorney; provided, however, the employment of all department directors shall require confirmation by the board of county commissioners. (The term "county attorney" as used herein shall include county attorney, assistant county attorney and all employees hired within the office of the county attorney.);

(12) Suspend, discharge or remove any employee under the jurisdiction of the board pursuant to procedures adopted by the board;

(13) Negotiate leases, contracts and other agreements, including consultant services, for the county subject to the approval of the board, and make recommendations concerning the nature and location of county improvements;

(14) See that all terms and conditions in all leases, contracts and agreements are performed and notify the board of any noted violations thereof;

(15) Order, upon advising the board, any agency under the administrator's jurisdiction as specified in the administrative code, to undertake any tasks for any other agency on a temporary basis if the administrator deems it necessary for the proper and efficient administration of the county government to do so;

(16) Attend all meetings of the board and be authorized to participate in the discussion

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of any matter;

(17) Perform such other duties as may be required of the administrator by the board of county commissioners.

(Ord. No. 99-01, § 5, 3-2-99)

Sec. 2-206. - Intent.

It is the intent of the board of county commissioners to grant to the county administrator only those powers and duties which are administrative or ministerial in nature, and not to delegate any governmental power imbued in the board of county commissioners as the governing body of the county pursuant to article VIII, section 1(e) of the state constitution. To that end, the above specifically enumerated powers are to be construed as administrative in nature and in any exercise of governmental power, the administrator shall only be performing the duty of advising the board of county commissioners in their role as the policy setting governing body of the county.

(Ord. No. 99-01, § 6, 3-2-99)

ARTICLE VI.I. - CODE OF CONDUCT

Footnotes:
*--- (**7**) ---*
***Editor's note—** Ord. No. 2014-01, §§ 2—4, adopted Feb. 25, 2014, created a code of conduct, adding §§ 2-207—2-209 to the Code but not specifying their inclusion as an article. For purposes of classification, and at the editor's discretion, these sections have been included as Art. VI.I.*

Sec. 2-207. - Civility and decorum code.

(a) The following civility and decorum code shall govern all proceedings held before the board of county commissioners, all other county boards, councils, districts, authorities, committees, and other groups:

(1) All cell phones, pagers, and similar devices must be set to "silent" or "vibrate" upon entering the commission chambers.

(2) Whistling, heckling, gesturing, loud conversations, or other disruptive behavior is prohibited.

(3) Only those speakers who have submitted speaker cards or who have been otherwise recognized by the presiding officer shall address the board.

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(4) Comments at public hearings and on pending motions shall be limited to the subject being considered by the board.

(5) Comments during open public comment times shall be directed to county issues and business.

(6) All comments shall avoid personal attacks, abusive language, and redundancy.

(7) All persons shall avoid harassing, annoying, or otherwise disturbing other persons in attendance.

(8) All persons shall avoid interrupting or speaking over other persons who have the floor.

(9) All persons shall avoid "zingers" designed to embarrass the target of their comments; "zinger" shall be defined as a quick and clever comment that criticizes or insults someone.

(10) No legitimate critique of policy and practice shall become a personal attack aimed at the person or group that devised the policy or implements the practice.

(11) All persons shall avoid ridiculing or belittling colleagues or members of the public simply because they hold opposing views.

(b) Any person who violates the Citrus County Civility and Decorum Code, including an elected or appointed officer, an employee and a member of the public, is subject to removal from the meeting and such other actions as may be appropriate.

(Ord. No. 2014-01, § 2, 2-25-14)

Sec. 2-208. - Non-interference.

(a) The board of county commissioners hereby reaffirms its role as the governing body of Citrus County, responsible for establishing fiscal and legislative policy for the county. The board shall do so only when acting as a deliberative and collegial body, and not through the acts or communications of individual commissioners.

(b) All direction of the board of county commissioners to county employees shall be made through the county administrator. Except for purposes of inquiry and information, members of the board are expressly prohibited from interfering with the performance of the duties of any county employee who is under the direct or indirect supervision of the county administrator by giving said employees instruction or directives. However,

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nothing contained herein shall prevent a county commissioner from discussing any county policy or program with a citizen or referring a citizen complaint or request for information to the county administrator or county attorney.

(c) Any such actions in violation of this section shall be malfeasance within the meaning of Article IV, Section 7(a) of the State Constitution.

(d) Nothing herein is intended to modify or supersede the provisions of Administrative Regulation No. 3.01-5.

(Ord. No. 2014-01, § 3, 2-25-14)

Sec. 2-209. - Workplace harassment.

(a) The board of county commissioners is committed to providing a workplace that is free from harassment. The term "harassment" includes, but is not limited to, slurs, jokes, epithets, negative stereotyping, threats, intimidation, shouting, hostile acts, and denigrating or hostile written or graphic material posted or circulated in the workplace. Harassment can occur in many forms and need not be based solely on race, color, religion, age, sex, national origin, disability, marital, or other protected status. The board will not tolerate any conduct or behavior which interferes with the reasonable expectations of county employees to a workplace that is free from rude, offensive, intolerant, or otherwise inappropriate comments, actions or material. This section shall apply to all county employees and officers.

(b) Any such actions by county officers in violation of this section shall be malfeasance within the meaning of Article IV, Section 7(a) of the State Constitution. Any such actions by County employees in violation of the section shall be governed by Administrative Regulation No. 7.06 and other personnel policies of the county, which shall be updated to govern all forms of harassment regardless of whether based on race, color, religion, age, sex, national origin, disability, marital, other protected status.

(Ord. No. 2014-01, § 4, 2-25-14)

ARTICLE VII. - PURCHASING AND PROCUREMENT FOR LOCAL BIDDERS

Sec. 2-210. - Definition.

Attachment: 1c Supporting Docs - Fire Station #17 (18540 : Accept Offer to Purchase Surplus Property – Fire Station 17, 10030 W. Ft Island Trl.,

Local business means a vendor or contractor who does business in Citrus County by providing goods, services, or construction; maintains a valid Citrus County business tax receipt; and maintains a physical business address located within the jurisdictional limits of Citrus County in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis, and has for at least six months prior to bid or proposal opening date. Post office boxes shall not be used for the purpose of establishing said physical address.

(Ord. No. 2008-04, § 1, 4-22-08; Ord. No. 2015-A05 , § 1, 3-10-15)

Sec. 2-211. - Local preference in purchasing and contracting.

(a) In bidding for, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies of the county, the board of county commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:

Five percent of the local business's total bid price if the cost differential does not exceed $10,000.00 for procurement activities.

For example, a local bidder bid $210,000.00 and an out-of-county bidder bid $200,000.00. The bid would be awarded to the local firm. The bidder is required to meet all other requirements of the bid.

(b) The total bid price shall include not only the base bid price, but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the board of county commissioners.

(c) In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent of the total points of the total evaluation points.

(Ord. No. 2008-04, § 2, 4-22-08; Ord. No. 2015-A05 , § 2, 3-10-15)

Sec. 2-212. - Exceptions to local preference policy.

(a) The procurement preference set forth in this article shall not apply to any of the following purchases or contracts:

(1) Goods or services provided under a cooperative purchasing agreement or

Attachment: 1c Supporting Docs - Fire Station #17 (18540 : Accept Offer to Purchase Surplus Property – Fire Station 17, 10030 W. Ft Island Trl.,

interlocal agreement;

(2) Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act or subject to any competitive consultant selection policy or procedure adopted or utilized by the board of county commissioners;

(3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference; or

(4) Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc.

(b) Application of local preference to a particular purchase, contract, or category of contracts for which the board of county commissioners is the awarding authority may be waived upon written justification and recommendation by the county administrator and approval of the board of county commissioners.

(c) The preference established in this article does not prohibit the right of the board of county commissioners to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.

(d) The bid preference established in this article does not prohibit the board of county commissioners from giving any other preference permitted by law in addition to the preference authorized in this article.

(Ord. No. 2008-04, § 3, 4-22-08; Ord. No. 2015-A05 , § 3, 3-10-15)

Sec. 2-213. - Application and enforcement of preference policy.

(a) The local preference policy established in this article shall apply to new contracts and procurements solicited after the effective date of this article.

(b) This article shall be implemented in a fashion consistent with otherwise applicable county purchasing policies and procedures.

(Ord. No. 2008-04, § 4, 4-22-08)

Sec. 2-214. - Promulgation of rules.

(a)

Attachment: 1c Supporting Docs - Fire Station #17 (18540 : Accept Offer to Purchase Surplus Property – Fire Station 17, 10030 W. Ft Island Trl.,

The county administrator is hereby authorized to adopt administrative rules supplemental to the provisions of this article as deemed necessary and appropriate to implement the provisions of this article.

(b) The provisions of this article and the rules adopted by the county administrator shall be provided to potential bidders, vendors and contractors to the widest extent practicable.

(Ord. No. 2008-04, § 5, 4-22-08)

Attachment: 1c Supporting Docs - Fire Station #17 (18540 : Accept Offer to Purchase Surplus Property – Fire Station 17, 10030 W. Ft Island Trl.,

ADMINISTRATIVE REGULATION	AR: 8.03-2	DATE APPROVED
		February 14, 2012
SUBJECT:		ORIGINATING DEPARTMENT:
Acquisition and Sale of Property (Real Estate)		Administration

The following is intended to establish real estate acquisition and sale procedures for Citrus County. All real estate acquisition will comply with Florida Statutes and Citrus County Code, County Ordinance 97.05.

PROCEDURE: ACQUISITION

A. A Department, Division or Office shall make a written request, which must be signed by the Department Director and forwarded, to the Director of Engineering through the chain of command.

B. All acquisition action requires the Board of County Commissioners' approval.

C. If a survey/title search is necessary, Land Section will conduct or contract for the necessary research and/or work products.

D. An Expenditure Account number must be provided with all requests.

E. The Land Section shall prepare an Agenda Request and submit to the County Attorney for the Board of County Commissioners to formally accept and authorize recording of a deed and place an acceptance seal on the document.

PROCEDURE: SALE OF SURPLUS PROPERTY

A. Annually, the Department of Public Works will prepare a list of surplus properties for review and approval by the Board of County Commissioners. Land Section will verify with all departments that the properties are not necessary to fulfill requirements of the Comprehensive Plan, Facilities Plan or other Master Space Plan. The list will be divided into two categories: those properties that have a reasonable potential for public sale and those properties that have a low potential for sale and are recommended by staff for possible donation to not-for-profits. The Board shall add, delete, and modify categories of properties as they see fit.

B. Florida Statutes shall control whether adjacent property owners will have the first option to purchase the parcel.

C. Florida Statutes shall also control whether an appraisal will be required.

D. **For those properties approved by the Board for public purchase only:**

1. The Board of County Commissioners will determine if the property is to be sold by the bid process, or by another procedure established by local ordinance.

Attachment: 1c Supporting Docs - Fire Station #17 (18540 : Accept Offer to Purchase Surplus Property – Fire Station 17, 10030 W. Ft Island Trl.,

2. Any public land offering shall establish a minimum bid threshold based on the appraised value as reflected in the current Property Appraiser's database. Only offers of at least 75% of the Property Appraiser's appraised value or higher will be placed on the Board agenda for consideration.

3. If the Board determines the bid process should be implemented, a bid package will be prepared.

4. A successful bidder shall receive a Statutory "Deed of Conveyance" approved by the Board of County Commissioners. A marketable title will not be guaranteed.

E. **For those properties approved as eligible for donation to Not-for-Profits:**

1. Properties shown on the annual list of surplus properties shall be eligible for acquisition by qualified non-profit agencies for the purposes of promoting community interest and welfare.

2. A request for donation of a specific parcel must be made to the Land Section of the Engineering Division by a non-profit agency interested in acquiring County property. The request should outline the proposed public purpose use of the property as it relates to the not-for-profit's business activities, submitted on official letterhead, and signed by the agent/officer qualified to accept real property.

3. Florida Statutes shall control whether adjacent property owners will have the first option to purchase the parcel.

4. Florida Statutes shall also control whether an appraisal will be required.

5. Florida Statute 125.38, or its successor, shall control non-profit agency requests for property.

6. The non-profit agency shall provide proof of their corporate status as a 501(c)3 or 501(c)4 as defined in IRS Publication 557. The Land Section will verify non-profit status.

7. If a request is received from a qualifying non-profit agency, the Board of County Commissioners reserves the right to transfer the property to that agency through either sale (including sale at a reduced value) or donation, provided that such action is in compliance with applicable Florida Statutes.

8. Once a request is received and validated from a legitimate not-for-profit agency, it will be posted on the Land Section website and publicly in the lobby of the Lecanto Government Building for seven (7) calendar days giving other not-for-profits an opportunity to request the same property.

Attachment: 1c Supporting Docs - Fire Station #17 (18540 : Accept Offer to Purchase Surplus Property – Fire Station 17, 10030 W. Ft Island Trl.,

9. In the event that requests are received from two (2) or more not-for-profit agencies for the same parcel, sufficient additional information may be requested for presentation to the Board of County Commissioners. The Board shall make the final decision as to which agency receives the donation. Consideration shall be given to items such as; proposed use, benefit to the general public, community support, proximity to the core function of the agency, and agencies that are currently housed in the facility to be donated.

10. Requests for donation of property to not-for-profits is limited to ten (10) conveyances per year.

11. Prior to transfer to not-for-profits following this section, the Board of County Commissioners must duly adopt a resolution finding that the transfer is for public or community interest and welfare. Consideration shall include the proposed purpose for which the property will be used. The resolution shall include the proposed price or that it is a donation. No advertisement shall be required.

12. A successful bidder shall receive a Statutory "Deed of Conveyance" approved by the Board of County Commissioners. A marketable title will not be guaranteed. The Board of County Commissioners reserves the right to determine whether a reverter clause is required.

FOOTNOTES & REFERENCES RELATED TO AR's: Supersedes AR 8.03 dated May 25, 1999, Supersedes AR 8.03-1 dated July 27, 2010

Attachment: 1c Supporting Docs - Fire Station #17 (18540 : Accept Offer to Purchase Surplus Property – Fire Station 17, 10030 W. Ft Island Trl.,

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Advanced Disposal Services Solid Waste Southeast, Inc., Security Bond
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

Advanced Disposal Services Solid Waste Southeast, Inc., entered into a Waste Disposal Account Agreement with Citrus County dated August 24th, 2021, establishing a monthly charge agreement for disposal fees at the Citrus County Central Landfill. The agreement security is currently provided by Argonaut Insurance Company Security Bond No. SUR0018338. The new Bond is provided by Argonaut Insurance Company Security Bond No. SUR0069942 in the sum of $313,640.00.

Bond SUR0069942 will replace Bond SUR0018338. There is no change to the Bond amount.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Authorize Chairman to accept Argonaut Insurance Company Security Bond No. SUR0069942, replacing Bond No. SUR0018338, and to be made a part of Advanced Disposal Services Solid Waste Southeast, Inc., Waste Disposal Account Agreement dated August 24th, 2021.

Argonaut Insurance Company
P.O. Box 469011
San Antonio, TX 78246

BOND FOR PAYMENT OF WASTE DISPOSAL ACCOUNT AGREEMENT

BOND NUMBER: SUR0069942

KNOW ALL MEN BY THESE PRESENTS, That Advanced Disposal Services Solid Waste Southeast, Inc. of Hernando, FL as principal, and Argonaut Insruance Company a corporation licensed for insurance purposes in the State of Florida, as Surety are held and firmly bound unto the Citrus County, Florida, a political subdivision of the State of Florida (County), as Obligee, in the sum of Three Hundred Thirteen Thousand Six Hundred Forty and 00/100 ($313,640.00) lawful money of the United States of America, for the payment of which will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the above bound Principal wishes to maintain a credit account with the County for its Landfill use.

WHEREAS, the Principal is required to deposit with the County a cash deposit the aforementioned amount or a surety bond conditioned as hereinafter set forth.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to the Obligee all amounts that may at any time be owing to it by the Principal, then this obligation shall be void, but otherwise this obligation shall remain in full force.

PROVIDED, that the Surety may cancel this bond and be released from all further liability hereunder by giving thirty (30) days written notice to this Obligee, copy of said notice to be mailed to the last known address of the Principal.

PROVIDED FURTHER, regardless of the number of years this bond shall continue or be continued in force or of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond.

Signed, sealed and dated this 14th day of October, 2021.

Advanced Disposal Services Solid Waste Southeast, Inc.
Name of Applicant

By: Misty Wright
Misty Wright, Attorney-in-Fact

Argonaut Insurance Company
Name of Bonding Company

By: Andrea M. Penaloza
Andrea M. Penaloza, Attorney-in-Fact

Attachment: Advanced Disposal Bond 21.22 (18547 : Advanced Disposal Services Solid Waste Southeast, Inc., Security Bond)

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint KD Conrad, Vanessa Dominguez, Melissa Fortier, Michael J. Herrod, Jennifer L. Jakaitis, Terri L. Morrison, Andrea M. Penaloza, Patricia A. Rambo, Lupe Tyler, Susan A. Welsh, Donna Williams, and Misty Wright of Aon Risk Services, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of October 14, 2021.

Witness:

On behalf of Waste Management, Inc. and each of the other WM Entities

David Reed
Vice President and Treasurer

Attachment: Advanced Disposal Bond 21.22 (18547 : Advanced Disposal Services Solid Waste Southeast, Inc., Security Bond)

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Michael J. Herrod, Tina McEwan, Robbi Morales, Lupe Tyler, Lisa A. Ward, Donna L. Williams, Misty Wright, Terri L. Morrison, Gina A. Rodriguez, Andrea M. Penaloza, Amanda George

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$95,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.

Argonaut Insurance Company

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

NOTARY PUBLIC STATE OF TEXAS
KATHLEEN M MEEKS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07/15/25
NOTARY ID 557902-8

Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 14th day of October, 2021.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

James Bluzard, Vice President-Surety

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

ARGO POWER OF ATTORNEY

Attachment: Advanced Disposal Bond 21.22 (18547 : Advanced Disposal Services Solid Waste Southeast, Inc., Security Bond)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

1/1/2022

DATE (MM/DD/YYYY): 12/14/2020

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	LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538
CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Indemnity Insurance Co of North America	43575
INSURER C : ACE Fire Underwriters Insurance Company	20702
INSURER D : ACE Property & Casualty Insurance Co	20699
INSURER E :	
INSURER F :	

INSURED 1484991
WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING:
ADVANCED DISPOSAL SERVICES, INC.
90 FORT WADE RD.
PONTE VEDRA FL 32081

COVERAGES **CERTIFICATE NUMBER:** 17147398 **REVISION NUMBER:** XXXXXXX

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 XCU INCLUDED X ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	HDO G71572985	1/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 5,000,000 $ 5,000,000 $ XXXXXXX $ 5,000,000 $ 6,000,000 $ 6,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X MCS-90	Y	Y	MMT H25308645	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
D	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	XOOG27929242 006	1/1/2021	1/1/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 15,000,000 $ 15,000,000 $ XXXXXXX
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WLR C6781180A (AOS) WLR C67811768 (AZ,CA & MA) SCF C67811847 (WI)	1/1/2021 1/1/2021 1/1/2021	1/1/2022 1/1/2022 1/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25308608	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT $9,000,000 (EACH ACCIDENT)	

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

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. Re: Contract ID: ITB 004-16/ITB 027-10. Additional Insured in favor of Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are included as Additional Insureds as respects to General Liability, where required by written contract. Waiver of Subrogation in favor of Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are (on all policies except Workers' Compensation/EL) where and to the extent required by written contract.

CERTIFICATE HOLDER

RECEIVED
JAN 7 2020
RISK MANAGEMENT

17147398
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

©1988-2015 ACORD CORPORATION. All r
The ACORD name and logo are registered marks of ACORD

Attachment: Advanced COI (18547 : Advanced Disposal Services Solid Waste Southeast, Inc., Security Bond)

CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

The Insurance afforded to the Additional Insured as described in this Certificate of Insurance for work performed by the Named Insured is primary and non-contributory to any similar coverage maintained by the Additional Insured where and to the extent required by contract.

Attachment: Advanced COI (18547 : Advanced Disposal Services Solid Waste Southeast, Inc., Security Bond)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/03/2021

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Dallas TX Office
5005 Lyndon B Johnson Freeway
Suite 1500
Dallas TX 75244 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Ironshore Specialty Insurance Company	25445
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Waste Management, Inc.
800 Capitol Street
Suite 3000
Houston TX 77002 USA

COVERAGES **CERTIFICATE NUMBER:** 570088686343 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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)	
A	☐ **UMBRELLA LIAB** ☐ OCCUR			IEELPLLCAS2F001	07/01/2021	07/01/2022	EACH OCCURRENCE	$24,000,000
	X **EXCESS LIAB** X CLAIMS-MADE						AGGREGATE	$24,000,000
	☐ 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	Env Site Liab			ISPILLSCAS2J001 Claims-Made	07/01/2021	07/01/2022	Each Incident Limit Aggregate Limit SIR	$1,000,000 $2,000,000 $5,000,000

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

Named Insured Site Location: Citrus County Solid Waste, 230 W. Gulf to Lake Highway, Lecanto, Florida 34461. RE: All sanitation operations provided in Citrus County, Florida by Citrus County Solid Waste, 230 W. Gulf to Lake Highway, Lecanto, Florida 34461.
Named Insured Includes: Waste Management National Holdings, Inc. and all Subsidiaries including Advanced Disposal Services, Inc.

CERTIFICATE HOLDER

Citrus County Florida
3600 West Sovereign Path, Suite 180
Lecanto FL 34461 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

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Attachment: COI-Pollution (18547 : Advanced Disposal Services Solid Waste Southeast, Inc., Security Bond)

CONTINUATION CERTIFICATE

Premium Amount: $1,490.00

The Argonaut Insurance Company (hereinafter called the Surety) hereby continues in force its Bond No. SUR0018338 in the sum of Three Hundred Thirteen Thousand Six Hundred Forty Dollars and 00/100 ($313,640.00) Dollars, on

behalf of ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC.

in favor of CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

subject to all the conditions and terms thereof through November 20, 2021 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 29 day of September, 2020.

Argonaut Insurance Company
Surety

By: Autumn Schneider
Autumn Schneider Attorney-in-Fact

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

Attachment: Advanced Disposal 2020-2021 Bond (18547 : Advanced Disposal Services Solid Waste Southeast, Inc., Security Bond)

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Richard C. Rose, Jeremy C. Rose, Autumn Schneider, Tina Foster, Amanda Loveday, Danielle D. Johnson

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company

by: _____

Joshua C. Betz , Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

KATHLEEN M. MEEKS
Notary Public, State of Texas
Comm. Expires 07-15-2021
Notary ID 557802-8

Kathleen M. Meeks
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 29th day of September, 2020.

James Bluzard , Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

ARGO POWER OF ATTORNEY

Attachment: Advanced Disposal 2020-2021 Bond (18547 : Advanced Disposal Services Solid Waste Southeast, Inc., Security Bond)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Veterans Administration Lease Amendment
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

The Lease Agreement between Citrus County, Florida, a political subdivision of the State of Florida and the United States of America (Government) for the Veterans Administration C-Wing was approved and authorized by the Chairman on September 27, 2016, for a period of ten years with a five-year firm term period.

The Veterans Administration presented a Lease Amendment to Citrus County. This is a funding action to obligate funding for rental payments for FY22 and for clarification on a few discrepancies in the Lease. The Amendment does not change the rental amount or the term of the lease.

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:

Approve and authorize the Chairman to execute the Lease Amendment between Citrus County, Florida, a political subdivision of the State of Florida and the United States of America (Government) for FY22 Funding.

US DEPARTMENT OF VETERANS AFFAIRS

LEASE AMENDMENT

LEASE AMENDMENT NO. P00006

TO LEASE NO. VA248-16-L-0175

ADDRESS OF PREMISES

CONSOLIDATED LECATNTO CBOC/MENTAL HEALTH CLINIC
2804 W. MARC KINGHTON CT
1ST A WING AND 1ST C WING

LECANTO FL 34461

THIS AMENDMENT is made and entered into between
CITRUS COUNTY, FLORIDA
whose address is

110 N APOPKA AVE

INVERNESS FL 34450

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective 10-01-2021 as follows:

This is a Funding only Action IAW GSA form L100 and pertaining lease exhibits for Lease # VA248-16-L-0175 dated October 1, 2016 to obligate funding for rental payments during FY22 as follows:

• 10/1/2021 – 9/30/2022: 12 MO @ Fixed Rate of $ 17,927.55/MO

Purchase Order # 673-C20048 has been funded in the amount of $215,130.60 accordingly

For Clarification Purposes:
There is a discrepancy as 1.14 (Op Cost Base) was written but the Operating cost adjustment sub-section 2.09 was intentionally deleted and 1.13 RE Tax base was deleted but 2.07 (RE Adjustment) was left in error. The Lease excluded Operational cost due to not being fully serviced and the building is owned by the County of Lecanto, who is exempt from paying RE Tax. Therefore, the Lease was negotiated at the Fixed price of $215,130.60/YR without any increase or adjustment of any kind during the 10 year Term

This Lease Amendment contains 1 pages.
All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: Javier Correa
Title: Lease Contracting Officer
Department of Veterans Affairs
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

Attachment: 1c Supporting Document Lease Amendment (18563 : Veterans Administration Lease Amendment)

CERTIFIED TO BE A TRUE COPY
ANGELA VICK
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
BY _____ D.C.
THIS 28 DAY OF Sept 20 16

RESOLUTION NO. 2016 – 154

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 UNITED STATES OF AMERICA TO UTILIZE PROPERTY OWNED BY CITRUS COUNTY LOCATED AT THE CITRUS COUNTY RESOURCE CENTER.

WHEREAS, Section 125.38, Florida Statutes, provides for the general provisions with regard to how the County leases real property to the United States of American or any department or agency thereof, and

WHEREAS, the Board of County Commissioners of Citrus County owns the property located at the Citrus County Resource Center which is described in Exhibit "A" attached hereto and made a part hereof, and

WHEREAS, the United States of America desires to lease the property described in Exhibit "A" for the purpose of medically related space in conjunction with services offered to Veterans on the Property, and

WHEREAS, the Board of County Commissioners of Citrus County finds the proposal is clearly within the community's best interest and welfare and such a cooperative venture will benefit Citrus County 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 United States of America, and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the County to negotiate a lease agreement for the property described in Exhibit "A" with the United States of America.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida, a political subdivision of the State of Florida, in regular session this 27th day of September, 2016, as follows:

1. The above "whereas clauses" are true and correct and incorporated herein by reference.

2. The property located at the Citrus County Resource Center as described in the attached Exhibit "A" is not needed at this time for County purposes.

3. The United States of America has applied to the Board of County Commissioners

Attachment: 1c Supporting Document Lease Amendment (18563 : Veterans Administration Lease Amendment)

for use of the property described in Exhibit "A" to promote the community interest and welfare by utilizing the property for the purpose of medically related space in conjunction with services offered to Veterans on the Property.

4. In consideration of a use agreement for the property, the United States of America has agreed to carry insurance coverage and to hold the County harmless for any liability for damages to any person or property of the United States of America.

5. The rate and term of the lease shall be in accordance with the lease agreement attached hereto and made a part hereof as Exhibit "B".

6. 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 the United States of America, to utilize the County owned property located at the Citrus County Resource Center as further described in Exhibit "A" for the purpose of medically related space in conjunction with services offered to Veterans on the Property. Said use is within the best interest and welfare of Citrus County and thus satisfies the requirements of Section 125.38, Florida Statutes.

7. The Chairman or the 1st Vice Chairman, respectively, of the Board of County Commissioners of Citrus County, Florida, shall be authorized to sign the Proposal to Lease Space, Lease and any amendments or modifications to the Lease with the United States of America.

OFFICE OF CIRCUIT COURT SEAL CITRUS COUNTY, FLORIDA

ATTEST:

Tyani L White, DC
for ANGELA VICK, CLERK

BOARD OF COUNTY COMMISIONERS OF 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

Attachment: 1c Supporting Document Lease Amendment (18563 : Veterans Administration Lease Amendment)

Resolution 2016-154

EXHIBIT "A"

PROPERTY DESCRIPTION

Due to Homeland Security, security rules the floor plan is available in the office of the Community Services Director to eligible individuals.

Attachment: 1c Supporting Document Lease Amendment (18563 : Veterans Administration Lease Amendment)

Resolution 2016-154

Exhibit "B"

LEASE AGREEMENT

Attachment: 1c Supporting Document Lease Amendment (18563 : Veterans Administration Lease Amendment)

LEASE NO. VA248-16-L-0175

Global Lease
VA FORM L100 (09/2015)

INSTRUCTIONS TO OFFEROR: Do not attempt to complete this lease form (VA Lease Form L100, hereinafter Lease Form). Upon selection for award, VA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (VA Lease Proposal Form 1364, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

Citrus County, Florida

(Lessor), whose principal place of business is 110 N. Apopka Avenue, Inverness, Florida 34450 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the Department of Veterans Affairs (VA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

2804 West Marc Knighton Court, Lecanto, Florida 34461 (1st A-Wing and 1st C-Wing)

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning either upon **October 1, 2016** or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: Ronald E. Kitchen Jr.

Title: Chairman, Board of County Commissioners

Entity Name: Citrus County, Florida

Date: _____

FOR THE GOVERNMENT:

Name: Earnest Jackson

Title: Lease Contracting Officer

Department of Veterans Affairs, Network Contracting Office-8

Date: 10/01/2016

ATTEST:

for Name: Angela Vick

Title: Clerk of Circuit Court and Comptroller

Date: _____

OFFICE OF CIRCUIT COURT SEAL CITRUS COUNTY, FLORIDA

The information collection requirements contained in this Solicitation/Contract that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

Attachment: 1c Supporting Document Lease Amendment (18563 : Veterans Administration Lease Amendment)

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Attachment: 1c Supporting Document Lease Amendment (18563 : Veterans Administration Lease Amendment)

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. Office and Related Space: 23,062 rentable square feet (RSF), yielding 17,083 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1 floor(s) and known as Suite(s) A-Wing and C-Wing, of the Building.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.35 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 88 parking spaces reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 88 shall be surface/outside parking spaces.

1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT[1]	$188,254.66	$188,254.66
TENANT IMPROVEMENTS RENT[2]	$ 0.00	$0.00
OPERATING COSTS[3]	$ 26,875.94	$ 26,875.94
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)[4]	$ 0.00	$0.00
PARKING[5]	$ 0.00	$ 0.00
TOTAL ANNUAL RENT	**$215,130.60**	**$215,130.60**

[1]Shell rent calculation:
(Firm Term) **$11.02** per NUSF multiplied by **17,083** NUSF
(Non Firm Term) **$11.02** per NUSF multiplied by **17,083** NUSF
[3]Operating Costs rent calculation: **$1.57** per NUSF multiplied by **17,083** NUSF

B. In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

C. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

D. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

E. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

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3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. Parking shall be provided at a rate of $0.00 per parking space per month (structured/inside), and $0.00 per parking space per month (surface/outside).

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)~~ INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 RENEWAL RIGHTS (SEP 2013)

Provided notice is given to the Lessor at least 90 days before the end of the original Lease firm term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during the non-firm term.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES
SECURITY REQUIREMENTS	4
VA FORM 3517B GENERAL CLAUSES	15

1.08 ~~TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)~~ INTENIONALLY DELETED

1.09 ~~TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)~~ INTENIONALLY DELETED

1.10 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)~~ INTENTIONALLY DELETED

1.11 ~~BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)~~ INTENTIONALLY DELETED

1.12 ~~PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)~~ INTENTIONALLY DELETED

1.13 ~~REAL ESTATE TAX BASE (SEP 2013)~~ INTENTIONALLY DELETED

1.14 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be $26,875.94/annum.

1.15 ~~RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES~~ (SEP 2013) INTENIONALLY DELETED

1.16 ~~HOURLY OVERTIME HVAC RATES (AUG 2011)~~ INTENIONALLY DELETED

1.17 ~~24-HOUR HVAC REQUIREMENT (SEP 2014)~~ INTENTIONALLY DELETED

1.18 ~~BUILDING IMPROVEMENTS (SEP 2012)~~ INTENIONALLY DELETED

1.19 ~~HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)~~ INTENTIONALLY DELETED

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SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.

B. Broker. If the VA awarded this Lease using a contract real estate broker, Broker shall refer to the VA's broker.

C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).

D. Commission Credit. If VA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.

E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

F. Contract. Contract and contractor means Lease and Lessor, respectively.

G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.

H. FAR/VAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the VAR shall be understood to mean the VA supplement to the FAR, codified at 48 CFR Chapter 5.

I. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.

J. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the lease term commences.

K. Lease Award Date. The Lease Award Date means the date of execution of the Lease by the LCO and the mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror (and on which the parties' obligations under the Lease begin).

L. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.

M. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.

N. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.

O. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

P. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.

Q. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

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2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)

The signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (SEP 2013)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, VA Form 300, Order for Supplies or Services, or, when specifically authorized to do so by the LCO, a tenant agency-approved form. The VAM clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in the VA or the tenant agency when specifically authorized to do so by the Lease Contracting Officer, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than $150,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (APR 2011)

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 ~~PAYMENT OF BROKER (JUL 2011)~~ INTENTIONALLY DELETED

2.06 CHANGE OF OWNERSHIP (APR 2015)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) (See FAR 52.232-33), and complete and sign the VA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisition of Leasehold Interests in Real Property).

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to accrue, subject to the Government's rights as provided for in this Lease. However, the Government's obligation to pay rent to the Transferee shall be suspended until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. So long as any delays in effecting the recognition of Transferee as Lessor are not the responsibility of the Government, no interest shall accrue on suspended rent.

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2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real

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Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in VA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (SEP 2013)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 ~~OPERATING COSTS ADJUSTMENT (JUN 2012)~~ INTENTIONALLY DELETED

2.10 ~~ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)~~ INTENTIONALLY DELETED

2.11 ~~RELOCATION ASSISTANCE ACT (APR 2011)~~ INTENTIONALLY DELETED

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SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (SEP 2013)

If the Lessor proposes to satisfy the requirements of this Lease through the construction of a new Building or the complete rehabilitation or reconstruction of an existing Building, and the Government will be the sole or predominant tenant such that any other use of the Building will be functionally or quantitatively incidental to the Government's use and occupancy, the following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the LCO. Full text versions are also available at https://www.acquisition.gov/far/.

52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
52.222-6 Davis–Bacon Act
52.222-7 Withholding of Funds
52.222-8 Payrolls and Basic Records
52.222-9 Apprentices and Trainees
52.222-10 Compliance with Copeland Act Requirements
52.222-11 Subcontracts (Labor Standards)
52.222-12 Contract Termination–Debarment
52.222-13 Compliance with Davis–Bacon and Related Act Regulations
52.222-14 Disputes Concerning Labor Standards
52.222-15 Certification of Eligibility

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2013)

A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this Lease and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at http://www.epa.gov/cpg.

B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit a Request for Waiver for each material to the LCO with the TI pricing submittal. The request for waiver shall be based on the following criteria:

1. The cost of the recommended product is unreasonable.
2. Inadequate competition exists.
3. Items are not available within a reasonable period.
4. Items do not meet Lease performance standards.

3.04 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2013)

A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.

B. Refer to EPA's environmentally preferable purchasing Web site, www.epa.gov/epp and USDA Bio-Preferred products Web site www.biopreferred.gov. In general, environmentally preferable products and materials do one or more of the following:

1. Contain recycled material, are bio-based, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes.
2. Minimize the consumption of resources, energy, and water.
3. Prevent the creation of solid waste, air pollution, or water pollution.
4. Promote the use of nontoxic substances and avoid toxic materials or processes.

C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

3.05 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the

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Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.06 CONSTRUCTION WASTE MANAGEMENT (SEP 2015)

A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

C. SUBMITTAL REQUIREMENT: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:

1. Ceiling grid and tile
2. Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs
3. Duct work and HVAC equipment
4. Wiring and electrical equipment
5. Aluminum and/or steel doors and frames
6. Hardware
7. Drywall
8. Steel studs
9. Carpet, carpet backing, and carpet padding
10. Wood
11. Insulation
12. Cardboard packaging
13. Pallets
14. Windows and glazing materials
15. All miscellaneous metals (as in steel support frames for filing equipment)
16. All other finish and construction materials.

E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.07 WOOD PRODUCTS (SEP 2013)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (www.certifiedwood.org), the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.sfiprograms.org).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at WWW.CITES.ORG/ENG/RESOURCES/SPECIES.HTML.

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.08 ADHESIVES AND SEALANTS (AUG 2008)

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All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible volatile organic compounds (VOC) content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.09 BUILDING SHELL REQUIREMENTS (SEP 2013)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.10 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

3.11 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

During the life of the Lease the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

3.12 ~~VESTIBULES (APR 2011)~~ INTENTIONALLY DELETED

3.13 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

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3.14 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.15 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.16 ~~ENERGY INDEPENDENCE AND SECURITY ACT (SEP 2015)~~ INTENTIONALLY DELETED

3.17 ~~ELEVATORS (SEP 2013)~~ INTENTIONALLY DELETED

3.18 ~~BUILDING DIRECTORY (APR 2011)~~ INTENTIONALLY DELETED

3.19 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear.

3.20 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.21 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.22 CEILINGS (APR 2015)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted

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light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.

2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain a minimum of 30% recycled content.

3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

E. For ceiling installations in new lease construction projects, tiles or panels (for restrooms, offices, conference rooms, corridors, and eating/gallery areas) must comply with the following environmental standards: a) California Section 01350 standard for low-VOC materials; b) recyclable in a closed loop process; c) USDA Certified Biopreferred; and d) Environmental Product Declaration (EPD) available.

3.23 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

3.24 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.25 WINDOWS (APR 2011)

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

3.26 PARTITIONS: GENERAL (APR 2015)

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.27 PARTITIONS: PERMANENT (APR 2015)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.28 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

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B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.29 WALL FINISHES – SHELL (SEP 2015)

A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.

3.30 PAINTING – SHELL (JUN 2012)

A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.31 FLOORS AND FLOOR LOAD (APR 2015)

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

C. For new lease construction projects, concrete material must have recycled content in the form of at least 25% fly ash or at least 15% ground granulated blast-furnace (GGBF) slag.

3.32 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.

C. Any alternate flooring must be pre-approved by the LCO.

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.33 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.34 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to the VA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.35 ELECTRICAL (JUN 2012)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

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B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.36 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED

3.37 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.38 DRINKING FOUNTAINS (APR 2011)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

3.39 RESTROOMS (SEP 2013)

A. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

B. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

3.40 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)

For new installations and whenever plumbing fixtures are being replaced (replacement per floor is required prior to Lease commencement in all instances of nonconformance where the Government occupies the full floor):

A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.

B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.

C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at http://www.epa.gov/watersense/.

3.41 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.42 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (SEP 2013)

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

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B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

F. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall have a Minimum Efficiency Reporting Value (MERV) efficiency of 8. Final filters shall have a MERV efficiency of 13.

G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

H. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:

1. An automatic air or water economizer cycle shall be provided to all air handling equipment, and

2. The Building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

3.43 ~~TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)~~ INTENTIONALLY DELETED

3.44 ~~TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)~~ INTENTIONALLY DELETED

3.45 LIGHTING: INTERIOR AND PARKING - SHELL (SEP 2013)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTERIOR FIXTURES: High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.
New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. BUILDING PERIMETER:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 5 foot-candles throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 10:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. PARKING STRUCTURES: The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. PARKING SENSORS: If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. EXTERIOR POWER BACKUP: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

Attachment: 1c Supporting Document Lease Amendment (18563 : Veterans Administration Lease Amendment)

3.46 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40
Offices: NIC 35

D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.47 ~~SECURITY FOR NEW CONSTRUCTION (NOV 2005)~~ INTENTIONALLY DELETED

3.48 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012)~~ INTENTIONALLY DELETED

3.49 ~~FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)~~ INTENTIONALLY DELETED

3.50 ~~LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR NEW CONSTRUCTION (LEED-NC) (SEP 2013)~~ INTENTIONALLY DELETED

3.51 LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN FOR COMMERCIAL INTERIORS (LEED-CI) (SEP 2013)

A. The tenant Space must meet the requirements of LEED®–CI (Leadership in Energy and Environmental Design for Commercial Interiors) at the Certified level, including, at a minimum, all credits (or their equivalent) that were identified in the RLP in the paragraph titled "Additional Submittals." The Lessor, at the Lessor's expense, shall obtain certification from the USGBC within 9 months of project occupancy. For requirements to achieve certification, Lessor must refer to latest version at the time of submittal of the LEED®–CI Reference Guide at http://www.usgbc.org. At completion of LEED® documentation and receipt of final certification, the Lessor must provide the Government two electronic copies on compact disks of all documentation submitted to USGBC. Acceptable file format is Adobe PDF copied to disk from the LEED®–Online workspace and templates. In addition, the Lessor will provide the Government viewing access to the LEED®–Online workspace during design and through the term of the Lease.

B. Prior to the end of the first 9 months of occupancy, if the Lessor fails to achieve LEED® certification, the Government may assist the Lessor in implementing a corrective action program to achieve LEED® certification and deduct its costs (including administrative costs) from the rent.

C. Any Building shell modifications necessary for the Space to meet the requirements of LEED®–CI (Leadership in Energy and Environmental Design for Commercial Interiors) certification by the USGBC, shall be noted and incorporated into the construction documents and shall be included as part of the Building shell costs. The Lessor must coordinate any such requirements to meet LEED®–CI Certified level for the TI's with the Building shell.

3.52 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2013)

A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.

D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal

Attachment: 1c Supporting Document Lease Amendment (18563 : Veterans Administration Lease Amendment)

Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
2. No permanent diffusers are used;
3. No plenum type return air system is employed;
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

G. Flush-Out Procedure:

1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before occupancy of the Space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).

2. After the 3-day period the Space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.

3. Any deviation from this ventilation plan must be approved by the LCO.

4. The Lessor is required to provide regularly occupied areas of the Space with new air filtration media before occupancy that provides a MERV of 13 or better.

5. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.

6. Protect stored onsite and installed absorptive materials from moisture damage.

3.53 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3.54 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)

A. Environmental Due Diligence

Lessor is responsible for performing all necessary "response" actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all "recognized environmental conditions," as that term is defined in ASTM Standard E1527-13, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

B. National Environmental Policy Act

The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

3.55 ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)~~ INTENTIONALLY DELETED

Attachment: 1c Supporting Document Lease Amendment (18563 : Veterans Administration Lease Amendment)

~~SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES~~ INTENIONALLY DELETED

4.01 ~~SCHEDULE FOR COMPLETION OF SPACE (SEP 2015)~~ INTENIONALLY DELETED

4.02 ~~CONSTRUCTION DOCUMENTS (SEP 2012)~~ INTENIONALLY DELETED

4.03 ~~TENANT IMPROVEMENTS PRICE PROPOSAL (SEP 2015)~~ INTENIONALLY DELETED

4.04 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)~~ INTENIONALLY DELETED

4.05 ~~GREEN LEASE SUBMITTALS (SEP 2015)~~ INTENIONALLY DELETED

4.06 ~~CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)~~ INTENIONALLY DELETED

4.07 ~~PROGRESS REPORTS (JUN 2012)~~ INTENIONALLY DELETED

4.08 ~~CONSTRUCTION INSPECTIONS (SEP 2015)~~ INTENIONALLY DELETED

4.09 ~~ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)~~ INTENIONALLY DELETED

4.10 ~~ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)~~ INTENIONALLY DELETED

4.11 ~~LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)~~ INTENIONALLY DELETED

4.12 ~~AS-BUILT DRAWINGS (JUN 2012)~~ INTENIONALLY DELETED

4.13 ~~LIQUIDATED DAMAGES (JUN 2012)~~ INTENIONALLY DELETED

4.14 ~~SEISMIC RETROFIT (SEP 2013)~~ INTENIONALLY DELETED

4.15 ~~LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)~~ INTENIONALLY DELETED

Attachment: 1c Supporting Document Lease Amendment (18563 : Veterans Administration Lease Amendment)

SECTION 5 ~~TENANT IMPROVEMENT COMPONENTS~~ INTENIONALLY DELETED

5.01 ~~TENANT IMPROVEMENT REQUIREMENTS (SEP 2013)~~ INTENIONALLY DELETED

5.02 ~~TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015)~~ INTENIONALLY DELETED

5.03 ~~FINISH SELECTIONS (SEP 2015)~~ INTENIONALLY DELETED

5.04 ~~WINDOW COVERINGS (JUN 2012)~~ INTENIONALLY DELETED

5.05 ~~DOORS: SUITE ENTRY (SEP 2013)~~ INTENIONALLY DELETED

5.06 ~~DOORS: INTERIOR (SEP 2013)~~ INTENIONALLY DELETED

5.07 ~~DOORS: HARDWARE (SEP 2013)~~ INTENIONALLY DELETED

5.08 ~~DOORS: IDENTIFICATION (JUN 2012)~~ INTENIONALLY DELETED

5.09 ~~PARTITIONS: SUBDIVIDING (SEP 2015)~~ INTENIONALLY DELETED

5.10 ~~WALL FINISHES (JUN 2012)~~ INTENIONALLY DELETED

5.11 ~~PAINTING – TI (SEP 2013)~~ INTENIONALLY DELETED

5.12 ~~FLOOR COVERINGS AND PERIMETERS (APR 2015)~~ INTENIONALLY DELETED

5.13 ~~HEATING AND AIR CONDITIONING (JUN 2012)~~ INTENIONALLY DELETED

5.14 ~~ELECTRICAL: DISTRIBUTION (SEP 2015)~~ INTENIONALLY DELETED

5.15 ~~TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)~~ INTENIONALLY DELETED

5.16 ~~TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)~~ INTENIONALLY DELETED

5.17 ~~DATA DISTRIBUTION (JUN 2012)~~ INTENIONALLY DELETED

5.18 ~~ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)~~ INTENIONALLY DELETED

5.19 ~~LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)~~ INTENTIONALLY DELETED

Attachment: 1c Supporting Document Lease Amendment (18563 : Veterans Administration Lease Amendment)

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as 6 AM to 6 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 ~~UTILITIES SEPARATE FROM RENTAL/BUILDING OPERATING PLAN (AUG 2011)~~ INTENTIONALLY DELETED

6.04 UTILITY CONSUMPTION REPORTING (SEP 2015)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter. Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: WWW.VA.GOV/UCR)

6.05 HEATING AND AIR CONDITIONING (SEP 2014)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

E. Normal HVAC systems' maintenance shall not disrupt tenant operations.

6.06 ~~OVERTIME HVAC USAGE (JUN 2012)~~ INTENIONALLY DELETED

6.07 JANITORIAL SERVICES (JUN 2012)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

B. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the VA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.08 ~~SELECTION OF CLEANING PRODUCTS (APR 2015)~~ INTENIONALLY DELETED

6.09 SELECTION OF PAPER PRODUCTS (APR 2015)

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The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) conforming to the Green Seal Standard (GS-1), or a substitute acceptable to the LCO.

6.10 ~~SNOW REMOVAL (APR 2011)~~ INTENTIONALLY DELETED

6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.12 MAINTENANCE OF PROVIDED FINISHES (SEP 2013)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

   a. Backing or underlayment is exposed;
   b. There are noticeable variations in surface color or texture;
   c. It has curls, upturned edges, or other noticeable variations in texture;
   d. Tiles are loose; or,
   e. Tears or tripping hazards are present.

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet in the Space every X years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.15 IDENTITY VERIFICATION OF PERSONNEL (SEP 2013)

A. The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

B. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased space throughout the term of the lease.

C. Upon request, the Lessor will notify the Government whether they will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the e-QIP system. This would be done for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.

Attachment: 1c Supporting Document Lease Amendment (18563 : Veterans Administration Lease Amendment)

1. MANUAL PROCESS: The Lessor shall provide Form FD 258, Fingerprint Chart (available from the Government Printing Office at http://bookstore.gpo.gov), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the Lease Contracting Officer (or the contracting officer's designated representative) within 30 days from receipt of the forms.

2. ELECTRONIC PROCESS: The electronic process will be done through the e-QIP system. The Lessor's contractor/personnel will receive an email along with instructions for completing the Office of Personnel Electronic Questionnaire (e-QIP). The contractor/personnel will have up to (7) seven business days to login and complete the e-QIP for the background investigation. The contractor/personnel will be instructed to access the website, and receive on screen instructions which include but it is not limited to:

a) How to Log In
b) How to Answer and Create New Golden Questions
c) What Additional Documents to Send
d) To Print and Sign two Signature Forms (Certification That My Answers Are True)
e) To complete the submission process, press the "Release /Request Transmit to the Agency" and exit the process
f) Where to Send.

The Lessor must ensure prompt input, and timely receipt of the following, from their contractor/personnel:

a) Two FBI Fingerprint Cards (Form FD-258) or one card produced by a livescan device,
b) Certification That My Answers Are True
c) Authorization for Release of Information.

D. The Lessor must ensure the contracting officer (or the contracting officer's designated representative) has all of the requested documentation to ensure the completion of the investigation.

E. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

F. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD 258 and Standard Form 85P for every employee covered by this paragraph on a 5 year basis.

G. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 LANDSCAPING (SEP 2015)

A. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;

2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and

3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.

C. If the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

6.18 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.19 RECYCLING (JUN 2012)

A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

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C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.21 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013)

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. MARKING SBU. Contractor-generated documents that contain Building information must be reviewed by the VA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. AUTHORIZED RECIPIENTS. Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with the VA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to the VA or performing work under a VA contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. DISSEMINATION OF SBU BUILDING INFORMATION:

1. BY ELECTRONIC TRANSMISSION. Electronic transmission of SBU information outside of the VA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the http://csrc.nist.gov/groups/STM/cmvp/validation.html#02. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at https://www.acquisition.gov that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES. Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. In person. Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. RECORD KEEPING. Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;

b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;

c. Contact information for the named individual; and

d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

D. RETAINING SBU DOCUMENTS. SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. DESTROYING SBU BUILDING INFORMATION. SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at http://csrc.nist.gov/publications/PubsTC.html#Forensics. At the Web site, locate SP 800-88, Guidelines for Media Sanitization,

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available at HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF.and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. NOTICE OF DISPOSAL. The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. INCIDENTS. All improper disclosures of SBU Building information must be reported immediately to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. SUBCONTRACTS. The Contractor must insert the substance of this paragraph in all subcontracts.

6.22 INDOOR AIR QUALITY (SEP 2013)

A. The Lessor shall control contaminants at the source and/or operate the Space in such a manner that the VA indicator levels for carbon monoxide (CO), carbon dioxide (CO2), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO2 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.23 RADON IN AIR (SEP 2013)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the VA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: http://www.epa.gov/radon/zonemap.html.

A. The radon concentration in the air of the Space shall be less than 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space, herein called "VA action levels."

B. INITIAL TESTING:

1. The Lessor shall:

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a. Test for radon that portion of Space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (Space on the third or higher floor above grade need not be measured);.

b. Report the results to the LCO upon award; and

c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the VA action levels.

2. Testing sequence. The Lessor shall measure radon by the standard test in sub-paragraph D.1, completing the test not later than 150 days after award, unless the LCO decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in sub-paragraph D.2.

3. If the Space offered for Lease to the Government is in a Building under construction or proposed for construction, the Lessor, if possible, shall perform the standard test during buildout before Government occupancy of the Space. If the LCO decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

C. CORRECTIVE ACTION PROGRAM:

1. Program Initiation and Procedures.

a. If either the Government or the Lessor detects radon at or above the VA action levels at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the VA action levels before Government occupancy.

b. If either the Government or the Lessor detects a radon concentration at or above the VA action levels at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the VA action levels.

c. If either the Government or the Lessor detects a radon concentration at or above the VA action levels at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the VA action levels and certifies the Space for re-occupancy.

d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in Building condition or operation which would affect the program or increase the radon concentration to or above the VA action levels.

2. The Lessor shall perform the standard test in sub-paragraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in sub-paragraph D.2 to determine whether the Space may be occupied but shall begin the standard test concurrently with the short test.

3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant re-occupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the VA action levels, the Government may implement a corrective action program and deduct its costs from the rent.

D. TESTING PROCEDURES:

1. Standard Test. Place alpha track detectors throughout the required area for 91 or more days so that each covers no more than 2,000 ABOA SF. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.

2. Short Test. Place alpha track detectors for at least 14 days, or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ABOA SF, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

6.24 ~~RADON IN WATER (JUN 2012)~~ INTENTIONALLY DELETED

6.25 HAZARDOUS MATERIALS (SEP 2013)

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

6.26 MOLD (SEP 2013)

A. Actionable mold is mold of types and concentrations in excess of that found in the local outdoor air.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators).

C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant (the Inspector) who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the Space for the presence of actionable mold or mold indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the Report) to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to

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Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of actionable mold or indicators in the leased Space.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

E. If the Report indicates that actionable mold or indicators are present in the leased Space, the Lessor, at its sole cost, expense, and risk, shall within 30 days after its receipt of the Report: (1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the Plan) and within 90 days after the Government's approval of the Plan, remediate the actionable mold or the indicators in the leased Space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the actionable mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased Space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and (2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased Space of the nature, location and schedule for the planned remediation and reasons therefore.

F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards and guidelines.

G. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable Federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

H. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

6.27 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.28 FLAG DISPLAY (SEP 2013)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff.

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SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY STANDARDS (JUN 2012)

The Lessor agrees to the requirements of Security Level I attached to this Lease.

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PROPOSAL TO LEASE SPACE	In Response to Request for Lease Proposals (RLP) Number→	VA-248-16-N-1301	DATED 07-05-2

SECTION I - DESCRIPTION OF PREMISES

1. BUILDING DESCRIPTION	a. Building Name	b. Building Street Address
	Citrus County Resource Center	2804 W. Marc Knighton Ct.

c. City	d. State	e. 9-Digit ZIP Code	f. Congressional District
Lecanto	FL	34461-6308	11

2a. FLOORS OFFERED	2b. TOTAL NUMBER OF FLOORS IN BUILDING	3. TOTAL RENTABLE SPACE IN OFFERED BUILDING		
		a. GENERAL PURPOSE (Office)	b. WAREHOUSE	c. OTHER
1	1	_____ SF	_____ SF	17,083 NUSF Hospital / Clinic

4. LIVE FLOOR LOAD	5. MEASUREMENT METHOD	6. YEAR OF LAST MAJOR RENOVATION (if applicable)	7. BUILDING AGE	8. SITE SIZE
_____ Pounds per SF	☒ ANSI/BOMA ☐ OTHER	_____	1986	_____ SF _____ Acres

SECTION II - SPACE OFFERED AND RATES

9. ANSI/BOMA OFFICE AREA SQUARE FEET (ABOA)	10. RENTABLE SQUARE FEET (RSF)	11. COMMON AREA FACTOR (CAF)
17,083	23,062	1.35 PERCENT

"Tenant Improvements" are all alterations for the Government-demised area above the building shell buildout, excluding costs identified as tenant improvements in the Security Unit List. Building Specific Amortized Capital (BSAC) is the sum of costs identified as such in the Security Unit Price List. Neither the Tenant Improvements as stated in Block 12, n BSAC as stated in Block 13, are to be included in the shell rent. It is expected that the tenant buildout will be fully amortized at the end of the firm term, and the rent will be re accordingly. Any desired rent increases or decreases beyond the firm term of the lease should be reflected in the shell rate and fully explained as part of this written proposal. If T Improvements or BSAC improvements are to be amortized beyond the firm term, those calculations must be itemized as part of this written proposal. The Offeror may attach add pages as necessary.

					Number of years each cost per squa is in effect. State any changes for an component.	
	a. BUILD-OUT COSTS PER CATEGORY	b. AMORTIZATION TERM	c. AMORTIZATION INTEREST RATE (%)	d. ANNUAL RENT $ PER RSF	e. ANNUAL RENT $ PER ABOA SF	f. NUMBER Y RATE I EFFECTI
12. TENANT IMPROVEMENTS (per RLP requirements)	$ 0	0	0	$ 0	$0	0
13. BSAC (per RLP requirements detailed on Security Unit Price List)	$ 0	0	0	$ 0	$0	0
14. SHELL BUILD-OUT (per RLP requirements)	$ 0					
15. TOTAL BUILD-OUT COSTS	$ 0					
16. SHELL RENT (Including real estate taxes. Refer to Line 28 on GSA Form 1217)				$ 10.32	$ 11.02	10
17. OPERATING COSTS (Refer to Line 27 on GSA Form 1217				$ 26,875.94	$ 26,875.94	10
18. TOTAL RATE/SF				$ 11.79	$ 12.59	10
19. TOTAL ANNUAL RENT				$	$ 215,130.60	10
	PER SF RATE	FOR YEARS	PER SF RATE	FOR YEARS	PER SF RATE	FOR YEA
20. STEP RENT (SHELL RATES)	$_____/RSF $_____/ABOA	_____ Thru _____	$_____/RSF $_____/ABOA	_____ Thru ____	$_____/RSF $_____/ABOA	_____ Thru ____

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21. PARKING	a. Number of parking spaces for the entire building/ facility which are under the control of the Offeror:	88	Surface	0	Structured
	b. Number of parking spaces required by local code:	0	Surface	0	Structured
	c. Number of parking spaces for Employee/Visitor Use (per RLP):	0	Surface	0	Structured
	d. Number of parking spaces for Official Government Vehicles (per RLP):	0	Surface	0	Structured
	e. Does the rental rate offered above include RLP-required parking costs? YES ☒ NO ☐ If NO, complete the following: Annual cost per space:	$ 0	Surface	$ 0	Structured

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SECTION III - LEASE TERMS AND CONDITIONS

22. INITIAL LEASE TERM October 1, 2016 – September 30, 2026 *(Full Term)*

a. Number of Years	b. Years Firm	c. Number of Days Notice for Government to Terminate Lease
10	5	90

23. RENEWAL OPTIONS

a. Shell Rate / RSF / Yr	b. Years Each	c. Number of Options	d. Number of Days to Exercise Optic
$			

24. OFFER GOOD UNTIL AWARD

25. Space will be altered and delivered in accordance with the Government's specifications and requirements in accordance with the Request for Lease Propo (RLP) and the lease.

26. COMMISSIONS *(If applicable)*, ATTACH COMMISSION AGREEMENT

a. Tenant Representative Commission:	b. Owner's Representative Commission:	c. Schedule of Commission Payments:
_____ %	_____ %	_____ % at lease award and _____ % at lease occup

27. OFFEROR'S TENANT IMPROVEMENT FEE SCHEDULE*

*Block 27 fees only applicable for TI subject to post-award pricing.; N/A for turnkey pricing

a. Architectural/Engineering fees will be (choose one):
- ☐ 1. $ _____ per ABOA SF
- ☐ 2. _____ % of Total TI construction costs
- ☐ 3. $ _____ flat fee

b. Lessor's Project Management Fee will be _____ percent of Total TI construction costs

c. If other fees are applicable, state as per ABOA square foot, or if using a percentage, the basis for determining the fee.

The Government will add the cost of the proposed TI fees to the net present value of the offered rental rate as described in the RLP's Present Value Price Evaluation paragraph. This schedule will be applicable for Tenant Improvements.

28. ADDITIONAL FINANCIAL ASPECTS OF THE LEASE

Adjustment for Vacant Premises: $_____ per ABOA SF

HVAC Overtime Rate: $_____ per hour per ☐zone ☐floor ☐ (choose one)

For rates based on a "per zone" basis, provide the following:

Number of zones in offered Space: _____

Areas requiring 24 hour HVAC (LAN, etc.) $_____ per ABOA SF*

*Only applies when the Government requires separate reimbursement for 24 hou HVAC as described under Section 1 of the Lease. Otherwise, include this cost i operating rent, as described under Section 6 of the Lease.

Building's Normal Hours of HVAC Operation:

Monday - Friday 6 AM to 6 PM

Saturday _____ AM to _____ PM

Sunday _____ AM to _____ PM

Percent of Government Occupancy: _____ %

Current Year Taxes: $_____

Based on fully assessed value? ☐Yes ☐No

Is the offered space part of multiple tax bills? ☐Yes ☐No

If so, provide tax ID numbers and SF for each. Attach the legal description o offered property.

If a site is offered, state the total land costs: $_____

29. FREE RENT INCLUDED IN OFFER
- ☒ 1. 0 months free rent (includes shell, operating, TI and BSAC rent)
- ☐ 2. Other rental concessions structured as follows _____
- ☐ 3. None

30. LIST OF ATTACHMENTS SUBMITTED WITH THIS OFFER *(See RLP requirem*

31. ADDITIONAL REMARKS OR CONDITIONS WITH RESPECT TO THIS OFFER

SECTION IV - OWNER IDENTIFICATION AND CERTIFICATION

32. RECORDED OWNER

Citrus County, Florida	110 N. Apopka Ave	Inverness	FL	34450-4245

33. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATE AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF AFOREMENTIONED RLP, WITH ATTACHMENTS.

☒ I have read the RLP with attachments in its entirety and am requesting no deviations.

34. Offeror's Interest in Property
☒ Owner ☐Agent ☐Other _____

35. OFFEROR ☐Check if same as Recorded Owner

Ronald E. Kitchen Jr.	110 N. Apopka Ave	Inverness	FL	34450-4245
Chairman	Ronald.Kitchen@citrusbocc.com		352-341-6560	

i. Offeror's Signature

j. Date Signed

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LEASE PROPOSAL DATA	In Response to Request for Lease Proposals (RLP) Number	DATE:

1 Offeror's Interest in the Property:
X Fee owner Other:

Attach evidence of Offeror's interest in property (e.g., deed) and representative's authority to bind Offeror.

2 Flood Plains:
The Property is in a base (100-year) flood plain in a 500-year flood plain X not in a flood plain.

(See RLP Section 2, Flood Plains.)

3 Seismic Safety: The Building
X RLP does not contain seismic requirements. No documentation required.
RLP contains seismic requirements. The Building
Fully meets seismic requirements or meets an exemption under the RLP
Does not meet seismic requirements, but will be retrofitted to meet seismic requirements
Will be constructed to meet seismic requirements
Will not meet seismic requirements

(See RLP Section 2, Seismic Safety.) Attach appropriate documentation.

4 Historic Preference: The Building is a
Historic property within a historic district.
Non-historic developed site or non-historic undeveloped site within a historic district.
Historic property outside of a historic district.
X None of the above.

(See RLP Section 2, Historic Preference.) Attach appropriate documentation.

5 Asbestos-Containing Material (ACM): The Property
Contains no ACM, or contains ACM in a stable, solid matrix that is not damaged or subject to damage.
X Contains ACM not in a stable, solid matrix.

(See RLP Section 2, Asbestos.)

6 Fire/Life Safety:
The Property X Meets Does not meet Lease fire/life safety standards.

(See RLP Section 2, Fire Protection and Life Safety.)

7 Accessibility:
The Property X Meets Does not meet Lease accessibility standards.

(See RLP Section 2, Accessibility.)

8 ENERGY STAR®: The Building
Has received the ENERGY STAR® Label within the past twelve months. Date (MM-DD-YYYY): _____
X Has not received the ENERGY STAR® Label within the past twelve months; the Offeror has evaluated energy savings measures and
X Determined that none are cost effective.
Determined that the following are cost effective (Attach additional pages):

(See RLP Section 2, Energy Independence and Security Act.)

9 Waiver of Price Evaluation Preference. A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation preference provided in Section 4 of the RLP. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable to a lease awarded to the HUBZone SBC Offeror under this solicitation. A HUBZone SBC desiring to waive the price evaluation preference should so indicate below.
I am a HUBZone SBC Offeror and I elect to waive the price evaluation preference.

(See RLP and Lease documents for more information)

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SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL I

THESE PARAGRAPHS CONTAIN SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SHELL. WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS ON THIS LEASE, THE STRICTEST SHALL APPLY.

DEFINITIONS:

CRITICAL AREAS - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

SENSITIVE AREAS – Sensitive areas include vaults, Sensitive Compartmented Information Facilities (SCIFs), evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

FACILITY ENTRANCES AND LOBBY

EMPLOYEE ACCESS CONTROL AT ENTRANCES (SHELL)
The Lessor shall provide key or electronic access control for the entrance to this building. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

PUBLIC RESTROOM ACCESS
The Government reserves the right to control access to public restrooms located within the Space.

SECURING CRITICAL AREAS
The Lessor shall secure areas designated as Critical Areas to restrict access:

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A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC plans and HVAC system labeling within mechanical areas.

B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

C. At a minimum, Lessor shall secure building mechanical and janitorial areas including sprinkler rooms, electrical closets, telecommunications rooms and janitor closets.

VISITOR ACCESS CONTROL

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Space.

INTERIOR (GOVERNMENT SPACE)

DESIGNATED ENTRANCES

The Government shall have a designated main entrance.

IDENTITY VERIFICATION

The Government reserves the right to verify the identity of persons requesting access to the Space prior to allowing entry.

FORMAL KEY CONTROL PROGRAM

The Government reserves the right to implement a formal key control program. The lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

SITES

SIGNAGE

POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

POSTING OF REGULATORY SIGNAGE

Attachment: 1c Supporting Document Lease Amendment (18563 : Veterans Administration Lease Amendment)

The Government may post or request the Lessor to post regulatory, statutory and site specific signage at the direction of the Government.

LANDSCAPING

LANDSCAPING REQUIREMENTS

Lessor shall maintain landscaping (trees, bushes, hedges, land contour, etc,) around the facility. Landscaping shall be neatly trimmed in order to minimize the opportunity for concealment of individuals and packages/containers. Landscaping shall not obstruct the views of security guards and CCTV cameras, or interfere with lighting or IDS equipment.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN

The Lessor shall separate from public access, restricted areas as designated by the Government, through the application of Crime Prevention Through Environmental Design (CPTED) principles by using trees, hedges, berms, or a combination of these or similar features, and by fences, walls, gates and other barriers, where feasible and acceptable to the Government.

SECURITY SYSTEMS

No requirements

STRUCTURE

Lessor shall provide written emergency shutdown procedures for air handlers.

OPERATIONS AND ADMINISTRATION

LESSOR TO WORK WITH FACILITY SECURITY COMMITTEE (FSC)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the lease.

ACCESS TO BUILDING INFORMATION

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record.

Attachment: 1c Supporting Document Lease Amendment (18563 : Veterans Administration Lease Amendment)

If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

Attachment: 1c Supporting Document Lease Amendment (18563 : Veterans Administration Lease Amendment)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	DEO Inverness Airport grant agreement
AGENDA DATE:	**November 09, 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. Legal has concerns about the provisions in the agreement that permit the State to modify the agreement at any time and to take back the funds, with interest and wishes that the BOCC be aware of these concerns.

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.

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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 **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

Attachment: HL141 DEO-Citrus County Agreement (18568 : DEO Inverness Airport grant agreement)

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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. MODIFICATION

If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. 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.

F. 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.**

G. 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**.**

H. 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.

I. 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.

J. 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.

K. RECOUPMENT OF FUNDS

1. Recoupment. Notwithstanding anything in this Agreement to the contrary, DEO has an absolute right to recoup Award Funds. DEO may refuse to reimburse Grantee for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of Award Funds if DEO terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of DEO's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. 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.

3. 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.

4. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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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V. 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.

W. 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.

X. 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*.

Y. 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.

Z. 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	_____	**By**	_____
	Signature		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 Appropriations Act, line 2236A, appropriated Five Million Eighty Thousand Dollars and Zero Cents ($5,080,000.00) to the Citrus County ("Grantee") for the Citrus Inverness Airport Business 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;

Attachment: HL141 DEO-Citrus County Agreement (18568 : DEO Inverness Airport grant agreement)

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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) -

-

Attachment: HL141 DEO-Citrus County Agreement (18568 : DEO Inverness Airport grant agreement)

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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: HL141 DEO-Citrus County Agreement (18568 : DEO Inverness Airport grant agreement)

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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

Attachment: HL141 DEO-Citrus County Agreement (18568 : DEO Inverness Airport grant agreement)

AGENDA MEMORANDUM

FROM:	Craig Stevens, Fire Chief
SUBJECT:	Memorandum Of Understanding for EMS E911 Services
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

This memorandum of understanding defines the roles and responsibilities between Citrus County Sheriff's Office and Citrus County, Florida for the Citrus County Sheriff's Office to provide emergency dispatch services at the Communications Center to perform the general functions of EMS dispatchers for Citrus County Fire Rescue.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
4180-54615	Software Maint/Support	$317,861	$16,222.66	$30,389.63	$271,248.71
4180-53400	Other Contractual Services	$562,226		$512,226	$50,000
4180-54100	Communications Services	$48,358	0	0	$48,358

RECOMMENDED ACTION:

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

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITRUS COUNTY SHERIFF'S OFFICE
AND
CITRUS COUNTY, FLORIDA

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the CITRUS COUNTY SHERIFF'S OFFICE, 1 Dr. Martin Luther King Jr. Avenue, Inverness, Florida 34450 ("SHERIFF'S OFFICE") and CITRUS COUNTY, FLORIDA, 110 N. Apopka Avenue, Inverness, Florida 34450 ("CITRUS COUNTY, FLORIDA"), collectively referred to herein as the Parties.

WHEREAS, the SHERIFF'S OFFICE operates an E911 System pursuant to Florida Statute 365.171 and F.A.C. 60FF-6.005; and

WHEREAS, CITRUS COUNTY, FLORIDA provides advanced life support 911 emergency responders and provides medical transportation; and

WHEREAS, CITRUS COUNTY, FLORIDA desires to pay for dispatch services located at the SHERIFF'S OFFICE's 911 Communications Center; and

WHEREAS, it is the desire of the SHERIFF'S OFFICE and CITRUS COUNTY, FLORIDA to cooperate as fully as possible in an effort to provide dispatchers at the Communications Center to perform the general functions of an EMS dispatcher for CITRUS COUNTY, FLORIDA

THEREFORE, in furtherance of the joint desires of the parties to cooperate, the parties have agreed to utilize the following procedures:

1. SHERIFF'S OFFICE shall provide dispatch services at the Communications Center to perform the general functions of EMS dispatchers.

2. SHERIFF'S OFFICE, in its sole discretion, shall determine which dispatchers shall be utilized as EMS dispatchers.

3. CITRUS COUNTY, FLORIDA shall reimburse SHERIFF'S OFFICE for dispatch services in the amount of $199,166.52 T-1 lines in the amount of $8,127.84 and CAD maintenance fees in the amount of $22,156.10 for a total amount of $229,450.46. The total amount of $229,450.46 shall be paid as follows: $19,120.89 due on or before October 31, 2021 and subsequent payments of $19,120.87 due on or before the last day of the month from November 2021 to September 30, 2022. Attachment 1 included.

4. SHERIFF'S OFFICE shall bill CITRUS COUNTY, FLORIDA monthly for reimbursement of the monies owed according to the schedule in paragraph 3.

Attachment: E911 EMS MOU (18590 : Memorandum Of Understanding for EMS E911 Services)

5. SHERIFF'S OFFICE shall notify CITRUS COUNTY, FLORIDA prior to June 1 , 2022 of any changes of dispatch services.

6. TERM. The term of this Agreement shall be for a period of one (1) year, beginning on the date the Agreement is executed by CITRUS COUNTY, FLORIDA.

7. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the Parties.

8. AMENDMENT. This Agreement may be amended in writing executed by both Parties in the same manner as this Agreement.

9. APPLICABLE LAW AND VENUE. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement and venue for any suit involving this Agreement shall be in Citrus County, Florida.

10. ASSIGNMENT. No assignment, delegation, transfer or novation of this Agreement or any part thereof shall be made unless approved in writing by both Parties.

11. RELATIONSHIP OF THE PARTIES. Nothing herein shall be deemed to constitute any Party or partner or joint venture, or to create any fiduciary relationship among the Parties.

12. THIRD PARTY BENEFICIARIES. No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly names as a Party in this Agreement.

13. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.

Attachment: E911 EMS MOU (18590 : Memorandum Of Understanding for EMS E911 Services)

14. NOTICES. All notices, demands, request and other communication hereunder shall be deemed sufficient and properly given, if in writing and delivered in person to the following address or sent by certified or registered mail or by overnight delivery, postage prepaid with return receipt requested, at such address; provided, if such notices, demands, request or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or a day on which United States mail is not delivered:

Citrus County Sheriff's Office
Attn: Justin Ferrara, Colonel, Bureau of Law Enforcement Operations
1 Dr. Martin Luther King Jr. Avenue
Inverness, Florida 34450

CITRUS COUNTY, FLORIDA
Attn: Randy Oliver, County Administrator
110 N. Apopka Avenue
Inverness, Florida 34450

15. The Parties may, by like notice, designate any further or different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

16. SECTION CAPTIONS AND REFERENCES. The section headings and captions contained herein are included for convenience only and shall not be considered part of this Agreement or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are sections of this Agreement.

17. SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of this Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

18. CONSENTS. To the extent the consent of any Party to this Agreement is required as condition to the action of other Parties, such consent shall not be unreasonably withheld.

Attachment: E911 EMS MOU (18590 : Memorandum Of Understanding for EMS E911 Services)

19. AMBIGUITY. The Parties agree that each one has played an equal part in the negotiation and drafting of this Agreement, and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

20. GOOD FAITH. The Parties agree to cooperate, adjust, initial, deliver, execute, re-execute and re-deliver any and all documents deemed necessary to effectuate this Agreement.

21. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

22. COUNSEL. All parties hereto acknowledge and represent to each other that each has had the opportunity to consult independent counsel in the review, negotiation and execution of this Agreement. Each party fully understands the facts and has been fully informed as to its legal rights and obligation about this Agreement.

By signing this Agreement, SHERIFF'S OFFICE and CITRUS COUNTY, FLORIDA acknowledge they will actively abide by the terms of this Agreement.

WITNESS:

Traci Beagan
Printed Name

Signature

CITRUS COUNTY SHERIFF'S OFFICE

By: _____

MIKE PRENDERGAST
Sheriff

Date: 10/26/24

WITNESS:

_____
Printed Name

_____
Signature

CITRUS COUNTY, FLORIDA

By: _____

SCOTT CARNAHAN
Chairman, Citrus County BOCC

Date: _____

Attachment: E911 EMS MOU (18590 : Memorandum Of Understanding for EMS E911 Services)

ATTACHMENT 1

EMS Billing for 4 dispatcher positions, T-1 lines, and CAD maintenance - October 1, 2021 - September 30, 2022

Discription	Amount
Amount for 4 Dispatch positions	199,166.52
Amount for T-1 Lines	8,127.84
Amount for CAD maintenance fees	22,156.10
Total Amount	229,450.46

Payment Schedule		Payment Due Date		
October	19,120.89	October	31	2021
November	19,120.87	November	30	2021
December	19,120.87	December	31	2021
January	19,120.87	January	31	2022
February	19,120.87	February	28	2022
March	19,120.87	March	31	2022
April	19,120.87	April	30	2022
May	19,120.87	May	31	2022
June	19,120.87	June	30	2022
July	19,120.87	July	31	2022
August	19,120.87	August	31	2022
September	19,120.87	September	30	2022
Total	229,450.46			

All payments should be submitted to:
Citrus County Sheriff's Office
Attn: Financial Services
1 Dr. MLK, Jr, Ave
Inverness, FL 34450

Attachment: E911 EMS MOU (18590 : Memorandum Of Understanding for EMS E911 Services)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Distinguished Budget Presentation Award
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

The Government Finance Officers Association of the United States and Canada (GFOA) has awarded Citrus County Board of County Commissioners, Florida the Distinguished Budget Presentation Award for the 2020-2021 fiscal year. This is the 16th consecutive year that the County has achieved this award.

The Distinguished Budget Presentation Award is the highest form of achievement in the area of governmental budgeting and the attainment represents a significant accomplishment by a government entity and its management. This reflects the professional commitment and cooperative efforts of numerous individuals.

In order to receive the budget award, the County had to publish a budget document that meets nationally recognized criteria as a policy document, as a financial plan, as an operations guide, and as a communications device.

According the letter sent by GFOA, this achievement “reflects the commitment of the governing body and staff to meeting the highest principles of government budgeting.” Budget documents must be rated “proficient” in all four categories and the fourteen mandatory criteria within those categories.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Acknowledge receipt of the Distinguished Budget Presentation Award to the Board of County Commissioners from the Government Finance Officers Association of the United States and Canada.

July 09, 2021

Colleen Scott
Director of Management and Budget
Citrus County Board of County Commissioners
3600 W. Sovereign Path, Suite 263
Lecanto, FL 34461

Dear Ms. Scott:

We are pleased to inform you, based on the examination of your budget by a panel of independent reviewers, that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA) for the current fiscal period. This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

The Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next annual budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption. Information about how to submit an application for the Distinguished Budget Program application is posted on GFOA's website.

Each program participant is provided with confidential comments and suggestions for possible improvements to the budget document. Your comments are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next budget.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award. Enclosed is a Certificate of Recognition for Budget Preparation for:

Finance Department

Continuing participants will receive a brass medallion that will be mailed separately. First-time recipients will receive an award plaque within eight to ten weeks. Enclosed is a camera-ready reproduction of the award for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria. The following standardized text should be used:

> Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to **Citrus County Board of County Commissioners, Florida**, for its Annual Budget for the fiscal year beginning **October 01, 2020**. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device.
>
> This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

Attachment: SKM_C36821100610590 (18495 : Distinguished Budget Presentation Award)

A press release is enclosed.

Upon request, GFOA can provide a video from its Executive Director congratulating your specific entity for winning the Budget Award.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

Michele Mark Levine

Michele Mark Levine
Director, Technical Services Center

Enclosure

Attachment: SKM_C36821100610590 (18495 : Distinguished Budget Presentation Award)

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

Citrus County Board of County Commissioners
Florida

For the Fiscal Year Beginning

October 01, 2020

Christopher P. Morrill

Executive Director

Attachment: SKM_C36821100610590 (18495 : Distinguished Budget Presentation Award)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Meeting Dates for 2022
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

2022 Board of County Commissioners meeting dates

Please Note:

FAC June 28 - July 1, 2022 - Orlando, FL.

Primary Election is on August 23, 2022

General Election is on November 8, 2022

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Board approval of the proposed 2022 Board of County Commissioner meeting dates.

2022 BOCC DATES & DEADLINES

BOCC BOARD DATES	DEADLINE DATES
January 4, 2022	December 16, 2021
January 18, 2022	December 30, 2021
February 8, 2022	January 20, 2022
February 22, 2022	February 3, 2022
March 8, 2022	February 17, 2022
March 22, 2022	March 3, 2022
April 12, 2022	March 24, 2022
April 26, 2022	April 7, 2022
May 10, 2022	April 21, 2022
May 24, 2022	May 5, 2022
June 14, 2022	May 19, 2022
MONDAY June 27, 2022	June 9, 2022
July 12, 2022	June 23, 2022
July 26, 2022	July 7, 2022
August 9, 2022	July 21, 2022
August 30, 2022	August 11, 2022
September 13, 2022	August 25, 2022
September 27, 2022	September 8, 2022
October 11, 2022	September 22, 2022
October 25, 2022	October 6, 2022
November 15, 2022	October 27, 2022
November 29, 2022	November 10, 2022
December 13, 2022	November 23, 2022

FAC – June 28 – July 1, 2022 – Orlando, FL

Primary Election – August 23, 2022

General Election – November 8, 2022

Attachment: 2022 BOCC DATES (18596 : Meeting Dates for 2022)

AGENDA MEMORANDUM

FROM:	Todd Dunn, Systems Management Director
SUBJECT:	Redistricting 2021
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

Following the completion of each National Decennial Census, all jurisdictions are required to evaluate election districts to restore an equitable distribution of population. Utilizing the 2020 Census data for Citrus County, staff adjusted the boundaries of the five Commission Districts to create five contiguous areas that are as nearly equal in population as practical. The proposed new Districts meet the following redistricting guidelines:

Compactness
Preservation of Municipal Boundaries
Preservation of Cores of Prior Districts
Maintaining Communities of Interest
Protection of Incumbents
Maintain the unification of the BOCC and School Board as identical district boundaries

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Review and approve the proposed new election Districts.

Board of County Commissioners

Department of Systems Management

3600 W. Sovereign Path, Suite 264
Lecanto, Florida 34461

(352) 527-5275 • FAX (352) 527-7668

MEMORANDUM

GIS-M-21-05

TO: Randy Oliver, County Administrator

FROM: Cynthia Skelhorn, Director, Geographic Information Systems, PhD Phys Geography, GISP

DATE: October 20, 2021

SUBJ: Redistricting 2021

After the 2000 Census the County adopted district maps which utilized Census tracts designed to match neighborhood/community boundaries and also incorporated common boundaries for both the County Commissioner and School Board members. These boundaries were updated in 2011 following the 2010 Census to balance population among districts and have been utilized for the past decade.
Following the completion of the US Census at the start of each decade, the new Census data is utilized to either affirm continued use of current boundaries or guide redistricting. The principles that guide redistricting are as follows:

- Districts should be as nearly equal in population as practicable
- Compactness
- Preservation of Municipal Boundaries
- Preservation of Cores of Prior Districts
- Maintaining Communities of Interest
- Protection of Incumbents
- Maintain the unification of the Board of County Commissioners and School Board as identical district boundaries.

The 2010 Census reflected a countywide population of 141,234. The 2020 Census estimates a population of 153,843 (an increase of 12,609).

Table 1 – Current Districts and 2020 Population

District	Population 2020 Census
County Commission District 1 – School Board 2	28,369
County Commission District 2 – School Board 4	30,882
County Commission District 3 – School Board 1	35,736
County Commission District 4 – School Board 3	27,534
County Commission District 5 – School Board 5	31,322

Dividing the total population evenly among the 5 districts would create a target population of 30,769.

Attachment: Redistricting 2021 (18562 : Redistricting 2021)

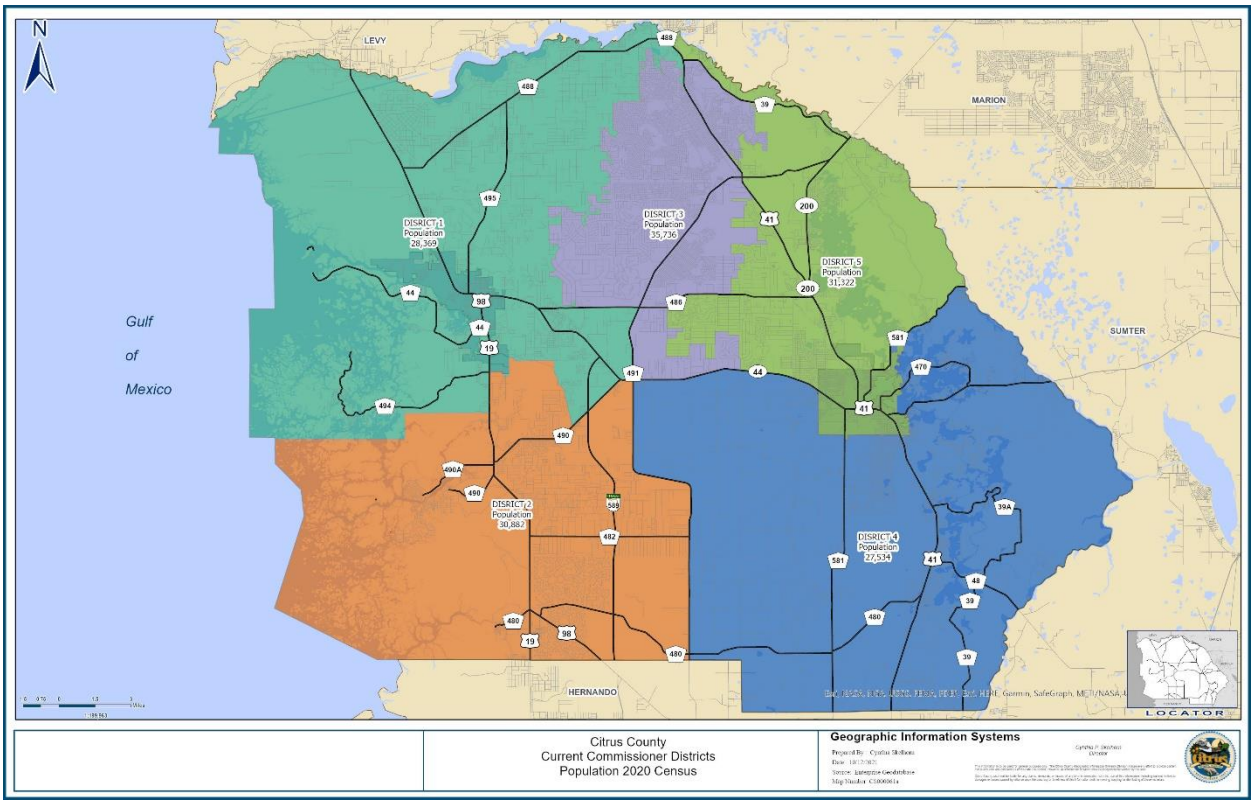
While districts 2 and 5 were quite close to the target, the remaining districts require adjustment in order to create a more equitable distribution of population. The primary goal for this rebalancing was to reduce the population represented by District 3, while also increasing the population represented in Districts 1 and 4. Therefore, staff first investigated areas of population that shared a border with District 3. First, an area near the intersection of CR491 and SR44 (north side), and second, an area sharing a border with District 1, in the vicinity of SR41 and CR39, were identified. Additional minor adjustments were made to Districts 1, 3 and 5 and around the boundary of the City of Inverness to bring districts into line with subdivision boundaries, small annexations, and minor changes to align with Census blocks.

By making these adjustments as described and outlined in the following maps, it was possible to bring all Districts into a reasonable and equitable distribution, with all districts having a relative deviation falling between -5.3% and +3.1% of the target population. U.S. Supreme Court case law suggests that a redistricting plan meets the "One Person, One Vote" mandate if the "maximum deviation" (the sum of the absolute value of highest and lowest relative deviation) does not exceed 10%.

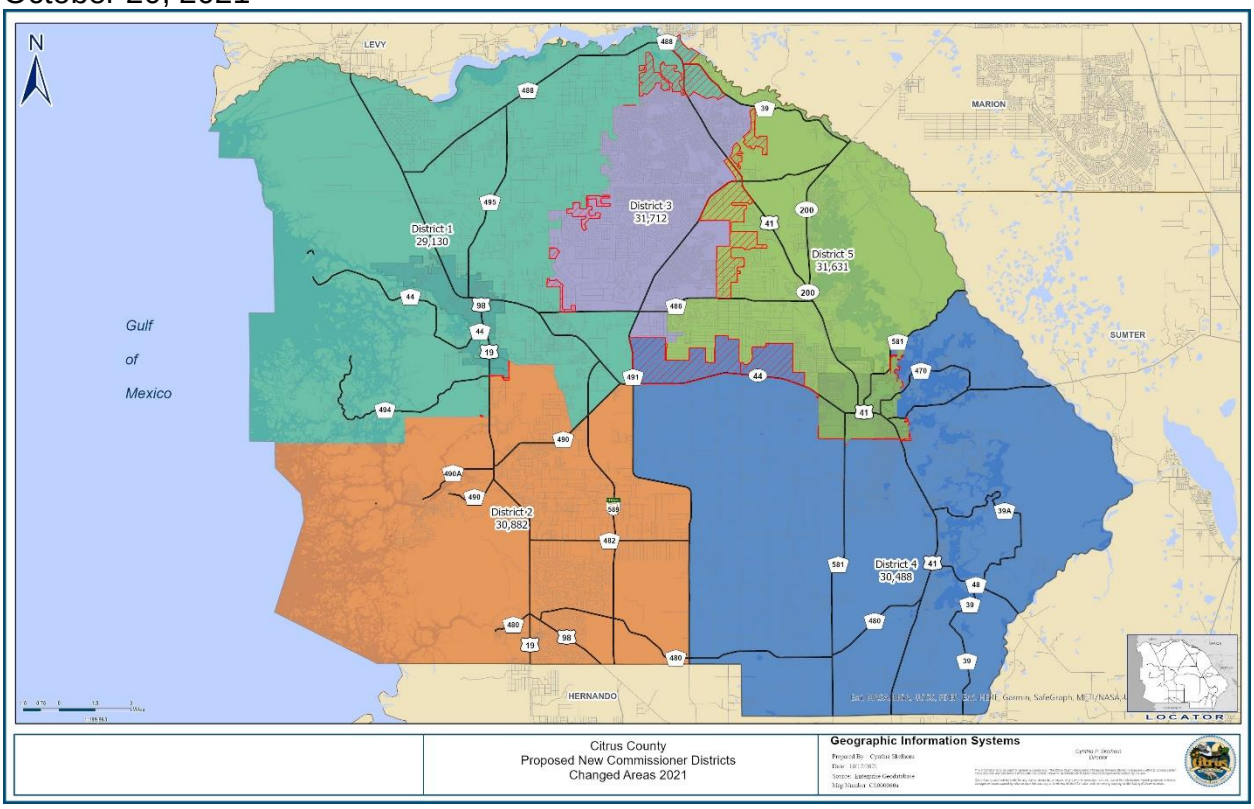
Table 2 – Proposed New Districts and 2020 Population

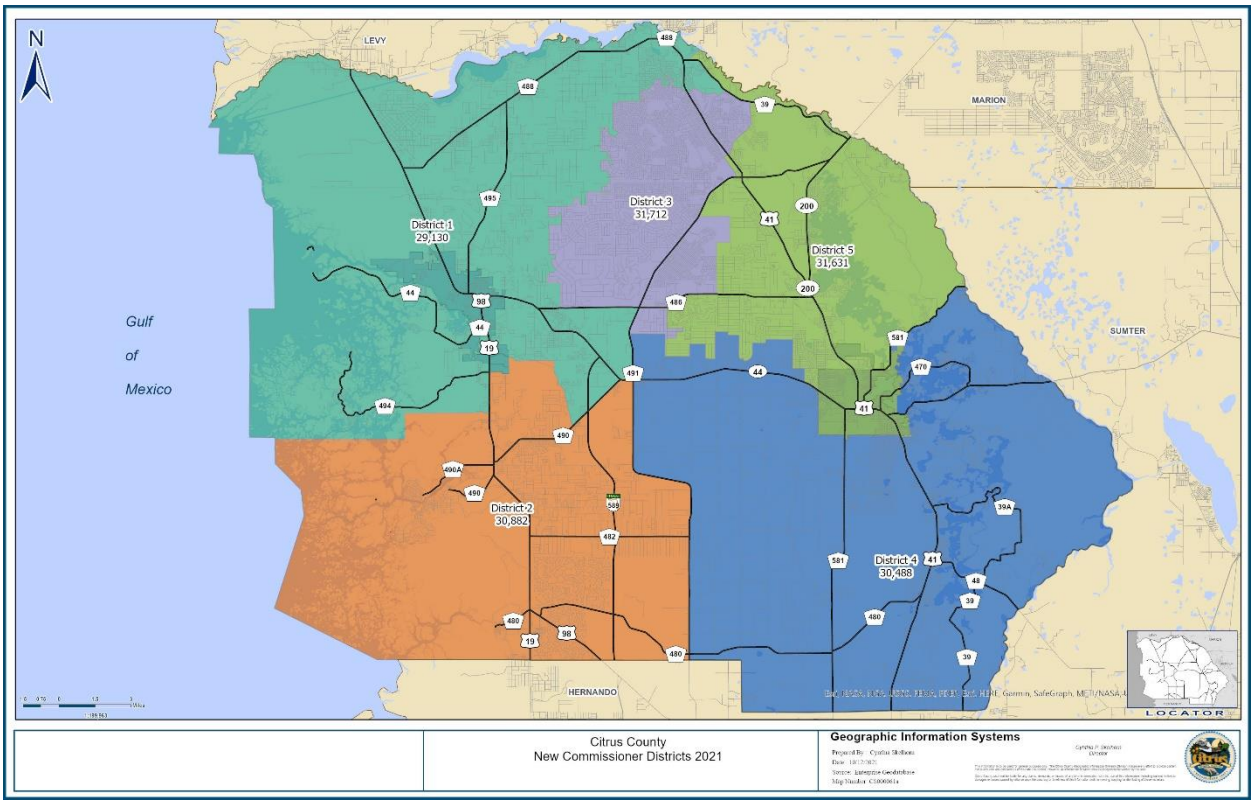
District	Population 2020 Census
County Commission District 1 – School Board 2	29,130
County Commission District 2 – School Board 4	30,882
County Commission District 3 – School Board 1	31,712
County Commission District 4 – School Board 3	30,488
County Commission District 5 – School Board 5	31,631

Proposed changes have been reviewed and discussed with Maureen Baird, Supervisor of Elections, and Chuck Dixon, Citrus County School District.



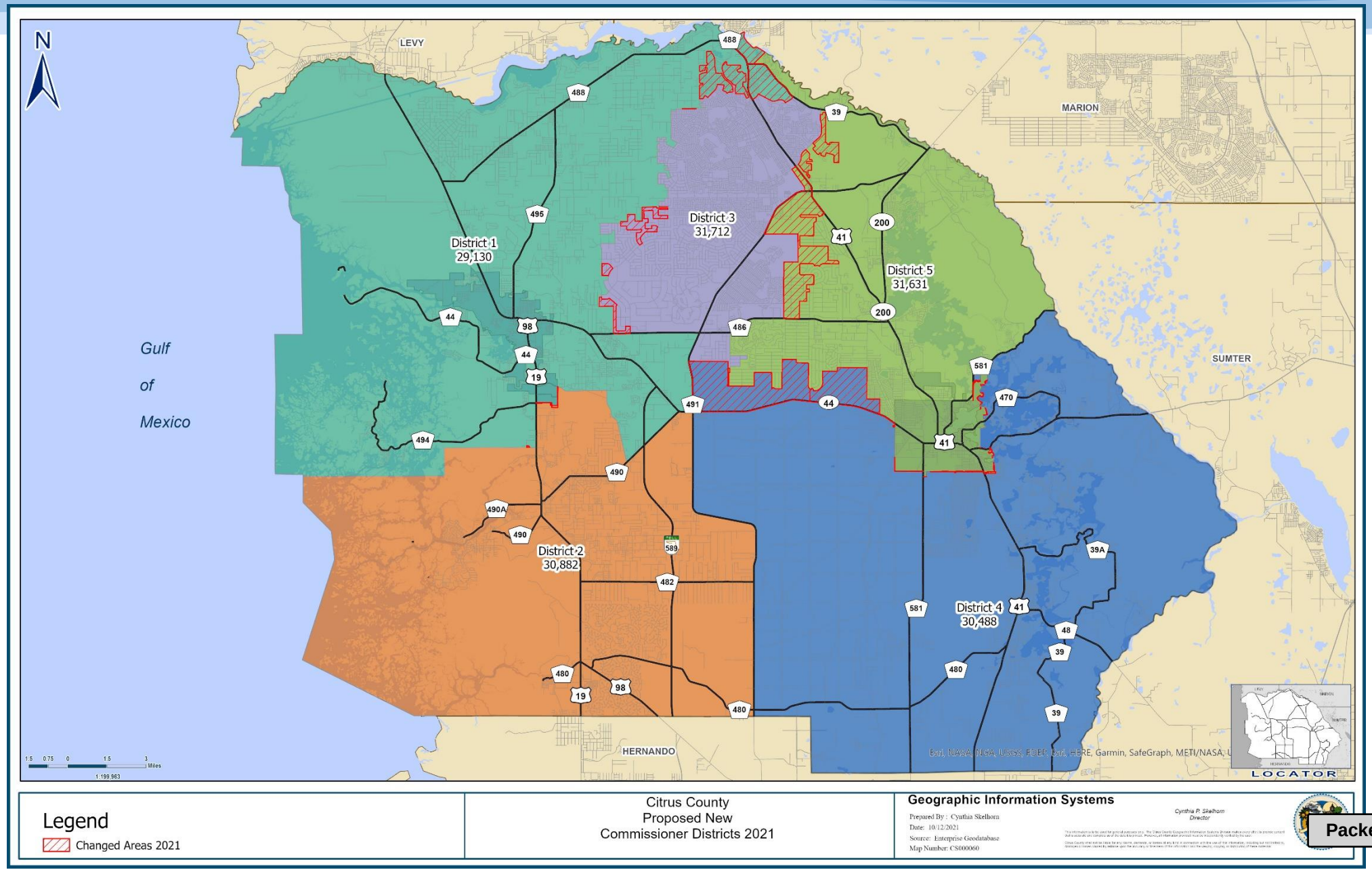
Attachment: Redistricting 2021 (18562 : Redistricting 2021)



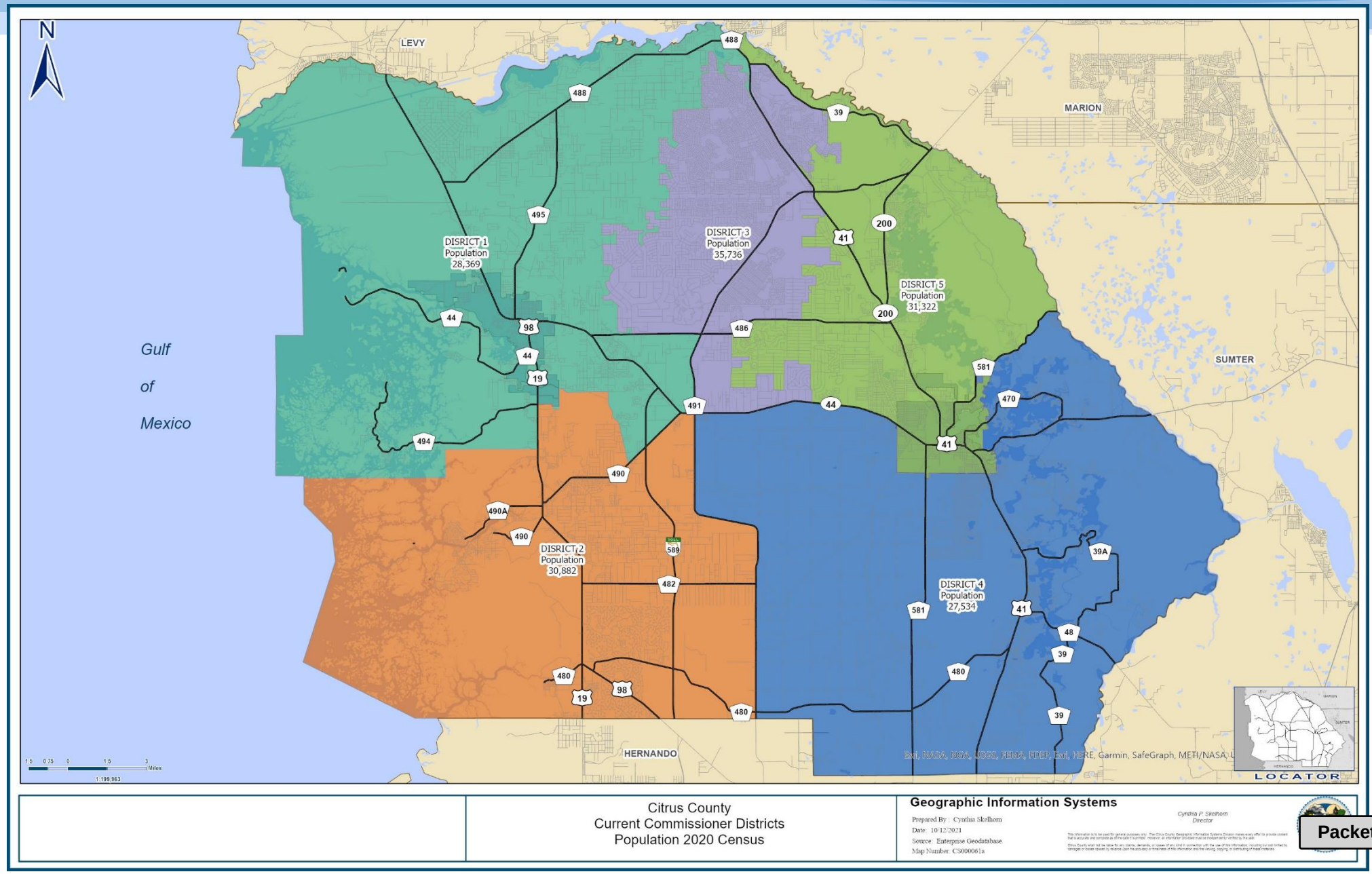


CPS

Attachment: Redistricting 2021 (18562 : Redistricting 2021)



Attachment: Agenda Item G3 20211109_G3_Redistricting2021 (18562 : Redistricting 2021)



Attachment: Agenda Item G3 20211109_G3_Redistricting2021 (18562 : Redistricting 2021)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	1:30 PM - PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

Conduct a 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 recommended approval of the request on October 7, 2021.

BUDGET IMPACT/FUNDING SOURCE:

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

N/A – applicant responsibility

RECOMMENDED ACTION:

a. Conduct a public hearing 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 and the Clerk to record the resolution for PV 21-05.

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: 7232E. 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 PLAZA REPLAT Lot(s): Block/Parcel:
Alternate Key #: 2970685 Parcel ID: 18E18S1101000040

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: 6/30
Time: 2:05 pm
Initials: [illegible]

Phone Company: O to be provided Cable TV: O Electric Service: ✓
Water Provider: County Sewer Provider: County Mosquito Control: ✓
Gas Provider: ✓ Ownership and Encumbrance Report:
Required for Plat Vacations: Proof of Publication: ✓ Proof of Paid Taxes:

* O & E to be submitted next week

PV-21-05

Attachment: Applicant Submittal (18502 : 1:30 PM - 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 (18502 : 1:30 PM - PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

MODELWOOD PARK PLAZA REPLAT

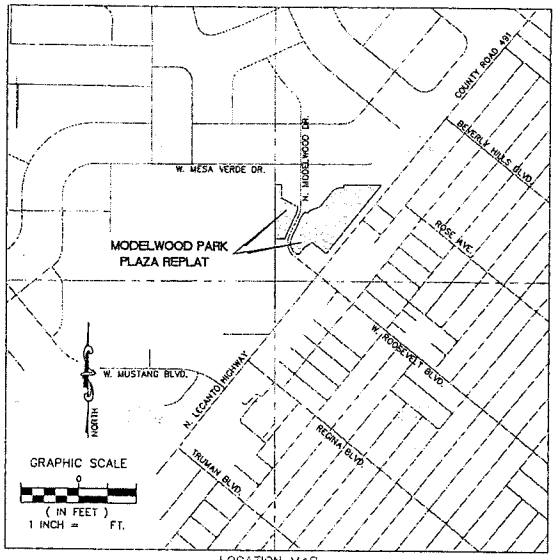
A REPLAT OF A PORTION OF MODELWOOD PARK PLAZA, A REPLAT OF MEDICAL OFFICE CENTER (PLAT BOOK 17, PAGE 113) AND A REPLAT OF TRACT 1, LOTS 1, 3 AND 5 OF GOLDEN GATE CENTER (PLAT BOOK 17, PAGE 36) AS RECORDED IN PLAT BOOK 18, PAGES 96 AND 97 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
LOCATED IN SECTION 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 512.69 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' 08" 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 33.78 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), AND ANY OTHER 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, Manager
PRINTED NAME AND TITLE
FOR: TTHE 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
Δ 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
Stella V Eiland
PRINTED NAME/TITLE
BY: Jerry Smalley
FOR GOLDEN GATE BH PARTNERS LLC
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
CLERK OF THE CIRCUIT COURT
SEAL
JEFF KINNARD, CC BRIAN COLEMAN
CHAIRMAN OF THE BOARD
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
#2020001984 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

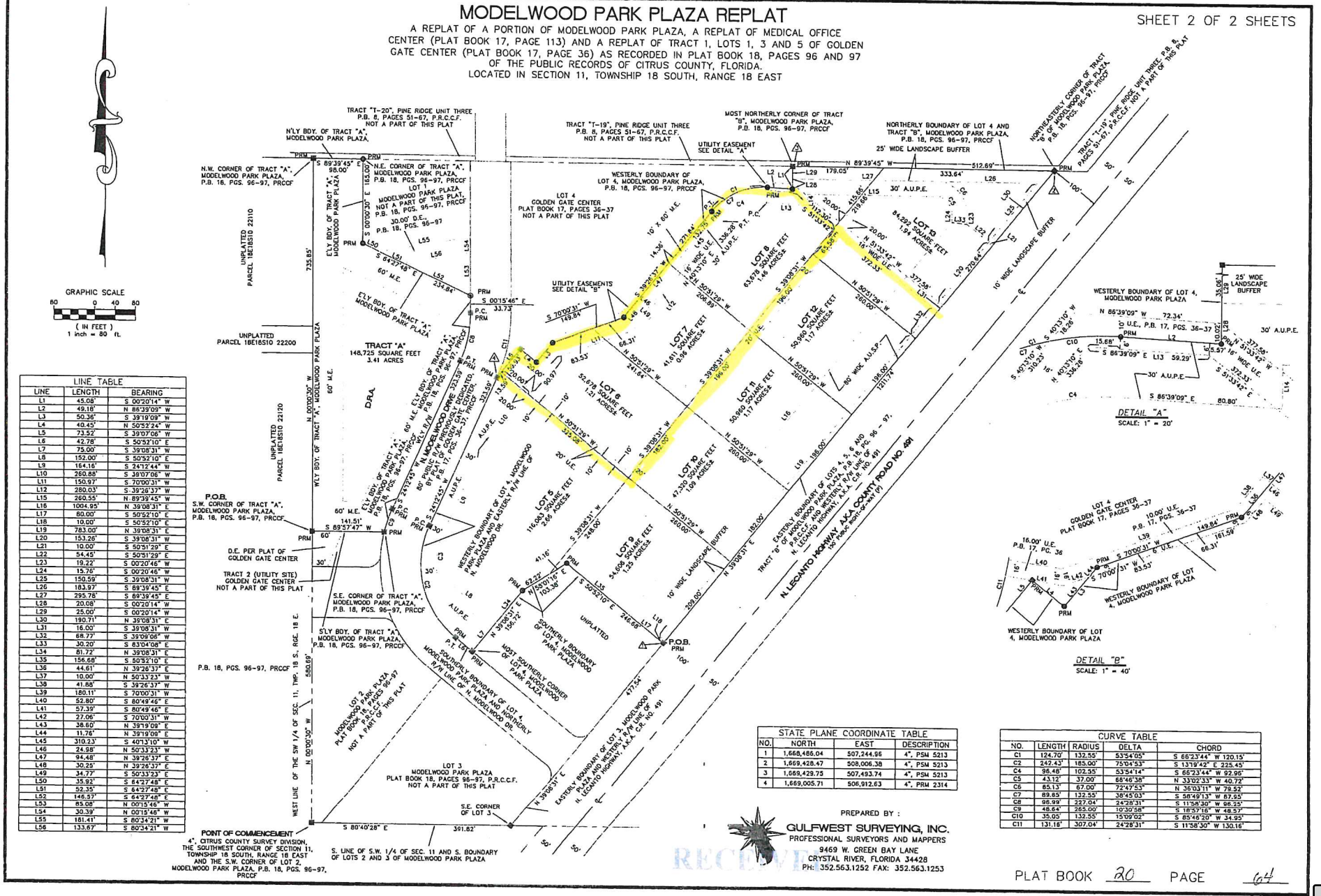
PLAT BOOK 20 PAGE 63

PV-21-05

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
L13	260.55'	N 89°39'45" W
L14	1004.95'	N 39°08'31" E
L15	60.00'	S 50°52'10" E
L16	10.00'	S 50°52'10" E
L17	783.00'	N 39°08'31" E
L18	153.26'	S 39°08'31" W
L19	10.00'	S 50°51'29" E
L20	54.45'	S 50°51'29" E
L21	19.22'	S 00°20'46" W
L22	15.76'	S 00°20'46" W
L23	150.59'	S 39°08'31" W
L24	183.97'	S 89°39'45" E
L25	295.76'	S 89°39'45" E
L26	20.08'	S 00°20'14" W
L27	25.00'	S 00°20'14" W
L28	190.71'	N 39°08'31" E
L29	16.00'	S 39°08'31" W
L30	68.77'	S 39°09'09" W
L31	30.20'	S 83°04'08" E
L32	81.72'	N 39°08'31" E
L33	156.68'	S 50°52'10" E
L34	44.61'	N 39°26'37" E
L35	10.00'	N 50°33'23" W
L36	41.88'	S 39°26'37" W
L37	180.11'	S 70°00'31" W
L38	52.80'	S 80°49'46" E
L39	57.39'	S 80°49'46" E
L40	27.06'	S 70°00'31" W
L41	38.60'	N 39°19'09" E
L42	11.76'	N 39°19'09" E
L43	310.23'	S 40°13'10" W
L44	24.98'	N 50°33'23" W
L45	94.48'	N 39°26'37" E
L46	30.25'	N 39°26'37" E
L47	34.77'	S 50°33'23" E
L48	35.92'	S 64°27'48" E
L49	52.35'	S 64°27'48" E
L50	146.57'	S 64°27'48" E
L51	85.08'	N 00°15'46" W
L52	30.39'	N 00°15'46" W
L53	181.41'	S 80°34'21" W
L54	133.67'	S 80°34'21" W
L55	30.00'	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	85.13'	67.00'	72°47'53"	N 36°03'11" W 79.52'
C7	89.65'	132.55'	38°45'03"	S 58°49'13" W 87.95'
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

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

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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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

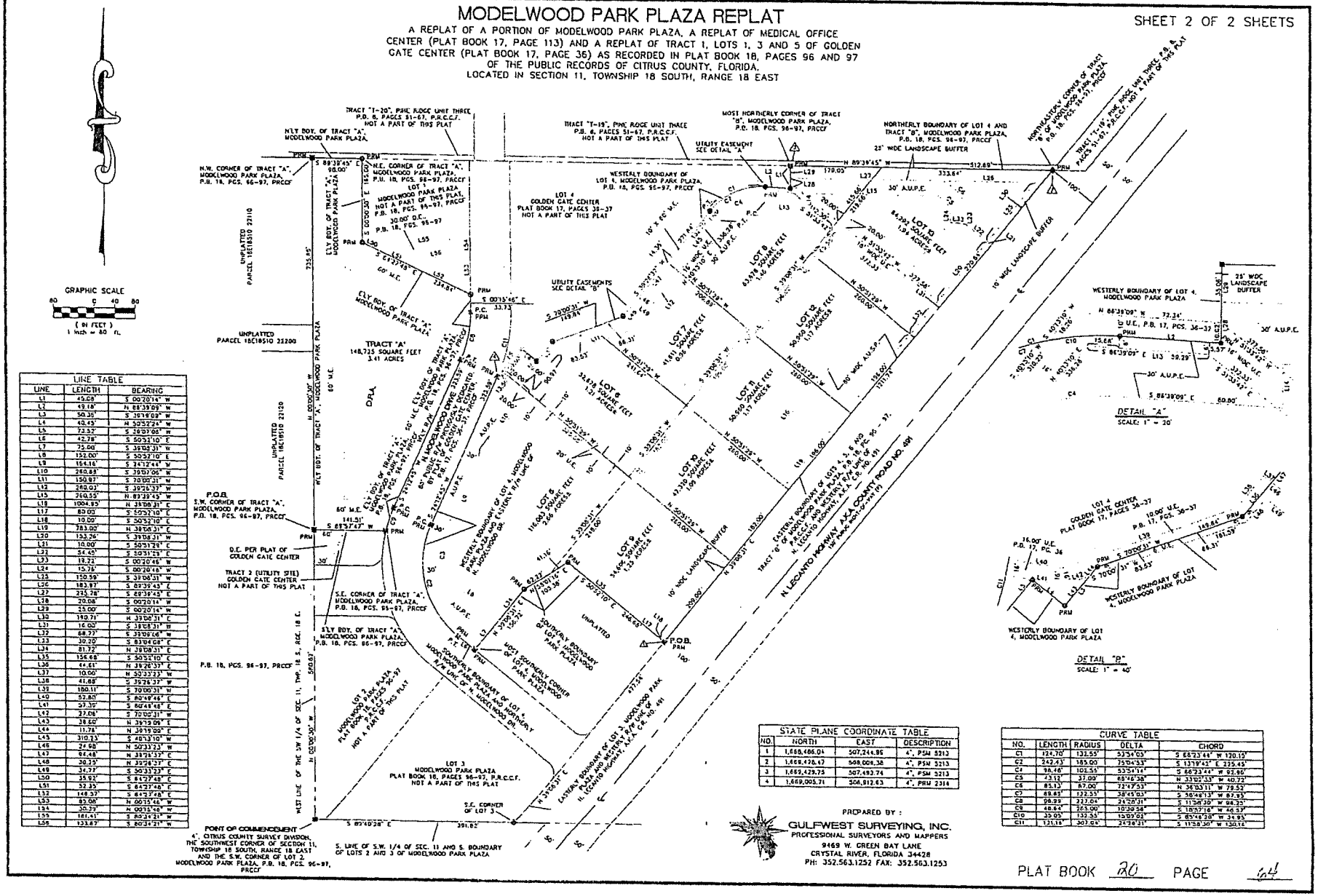
Attachment: Applicant Submittal (18502 : 1:30 PM - PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

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


GRAPHIC SCALE
(IN FEET)
1 inch = 80 ft.
TRACT "A"
148,715 SQUARE FEET
3.41 ACRES
P.O.B.
S.W. CORNER OF TRACT "A", MODELWOOD PARK PLAZA, P.B. 18, PGS. 96-97, PRCCF
P.O.C.
POINT OF COMMENCEMENT
N.W. CORNER OF TRACT "A", MODELWOOD PARK PLAZA, P.B. 18, PGS. 96-97, PRCCF
N.E. CORNER OF TRACT "A", MODELWOOD PARK PLAZA, P.B. 18, PGS. 96-97, PRCCF
S.E. CORNER OF TRACT "A", MODELWOOD PARK PLAZA, P.B. 18, PGS. 96-97, PRCCF
S.E. CORNER OF LOT 3
LOT 1 MODELWOOD PARK PLAZA NOT A PART OF THIS PLAT, P.B. 18, PGS. 96-97
LOT 3 MODELWOOD PARK PLAZA PLAT BOOK 18, PAGES 96-97, P.R.C.C.F. NOT A PART OF THIS PLAT
LOT 4 GOLDEN GATE CENTER PLAT BOOK 17, PAGES 36-37 NOT A PART OF THIS PLAT
TRACT 3 (UTILITY SITE) GOLDEN GATE CENTER NOT A PART OF THIS PLAT
TRACT "I-20", PINE RIDGE UNIT THREE P.B. 6, PAGES 51-67, P.R.C.C.F. NOT A PART OF THIS PLAT
TRACT "I-19", PINE RIDGE UNIT THREE P.B. 6, PAGES 51-67, P.R.C.C.F. NOT A PART OF THIS PLAT
MOST NORTHERLY CORNER OF TRACT "B", MODELWOOD PARK PLAZA, P.B. 18, PGS. 96-97, PRCCF
NORTHERLY BOUNDARY OF LOT 4 AND TRACT "B", MODELWOOD PARK PLAZA, P.B. 18, PGS. 96-97, PRCCF
NORTHEASTERLY CORNER OF TRACT "B" MODELWOOD PARK PLAZA, P.B. 18, PGS. 96-97, PRCCF
TRACT "I-18", PINE RIDGE UNIT THREE, P.B. 6, PAGES 51-67, P.R.C.C.F. NOT A PART OF THIS PLAT
WESTERLY BOUNDARY OF LOT 4, MODELWOOD PARK PLAZA P.B. 18, PGS. 96-97, PRCCF
WESTERLY BOUNDARY OF LOT 4, MODELWOOD PARK PLAZA P.B. 17, PGS. 36-37
EASTERLY BOUNDARY OF LOTS 4, 5, 6 AND TRACT "B" OF MODELWOOD PARK PLAZA, P.B. 18, PGS. 96-97, P.R.C.C.F. AND WESTERLY R/W LINE OF N. LECANTO HIGHWAY, A.K.A. C.R. NO. 491
N. LECANTO HIGHWAY A.K.A COUNTY ROAD NO. 491 (66' PUBLIC R.O.W.)
SOUTHERLY BOUNDARY OF LOT 3 MODELWOOD PARK PLAZA AND NORTHERLY R/W LINE OF N. MODELWOOD DR.
SOUTHERLY BOUNDARY OF LOT 4, MODELWOOD PARK PLAZA AND NORTHERLY R/W LINE OF N. MODELWOOD DR.
EASTERLY BOUNDARY OF LOT 3 MODELWOOD PARK PLAZA AND WESTERLY R/W LINE OF N. LECANTO HIGHWAY, A.K.A. C.R. NO. 491
W'LY BDY. OF TRACT "A", MODELWOOD PARK PLAZA
E'LY BDY. OF TRACT "A", MODELWOOD PARK PLAZA
N'LY BDY. OF TRACT "A", MODELWOOD PARK PLAZA
S'LY BDY. OF TRACT "A", MODELWOOD PARK PLAZA
UNPLATTED PARCEL 18CI8510 22110
UNPLATTED PARCEL 18CI8510 22200
UNPLATTED PARCEL 18CI8510 22120
WEST LINE OF THE S.W. 1/4 OF SEC. 11, TWP. 18 S., RGE. 18 E.
S. LINE OF S.W. 1/4 OF SEC. 11 AND S. BOUNDARY OF LOTS 2 AND 3 OF MODELWOOD PARK PLAZA
LOT 5 2.66 ACRES
LOT 6 1.21 ACRES
LOT 7 0.94 ACRES
LOT 8 1.40 ACRES
LOT 9 1.25 ACRES
LOT 10 1.09 ACRES
LOT 11 1.17 ACRES
LOT 12 1.17 ACRES
LOT 13 1.19 ACRES
LOT 14 1.19 ACRES
LOT 15 1.19 ACRES
LOT 16 1.19 ACRES
LOT 17 1.19 ACRES
LOT 18 1.19 ACRES
LOT 19 1.19 ACRES
LOT 20 1.19 ACRES
LOT 21 1.19 ACRES
LOT 22 1.19 ACRES
LOT

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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Order No.: 9646811
Customer Reference Number CR312107012

Attachment: O & E Report (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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. HURST

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 (18502 : 1:30 PM - PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

Attachment: O & E Report (18502 : 1:30 PM - PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

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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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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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:

Attachment: O & E Report (18502 : 1:30 PM - PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

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

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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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
(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)

NORMA M. STILES
Commission # FF 144358
Expires August 26, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

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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.

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"

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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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: 156 4/18/2016 10:40 AM 2 Receipt: 2016015003
RECORDING $27.00

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 (18502 : 1:30 PM - PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

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.

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.

Attachment: O & E Report (18502 : 1:30 PM - PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

PM2-21-127

DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
STAFF FINDINGS REPORT
TO THE
BOARD OF COUNTY COMMISSIONERS

PLAT VACATION APPLICATION NO.: PV-21-05
Brenda McKenzie for Diamond Self Storage Property I, LLC

DATE: October 11, 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 and locator map (18502 : 1:30 PM - 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.

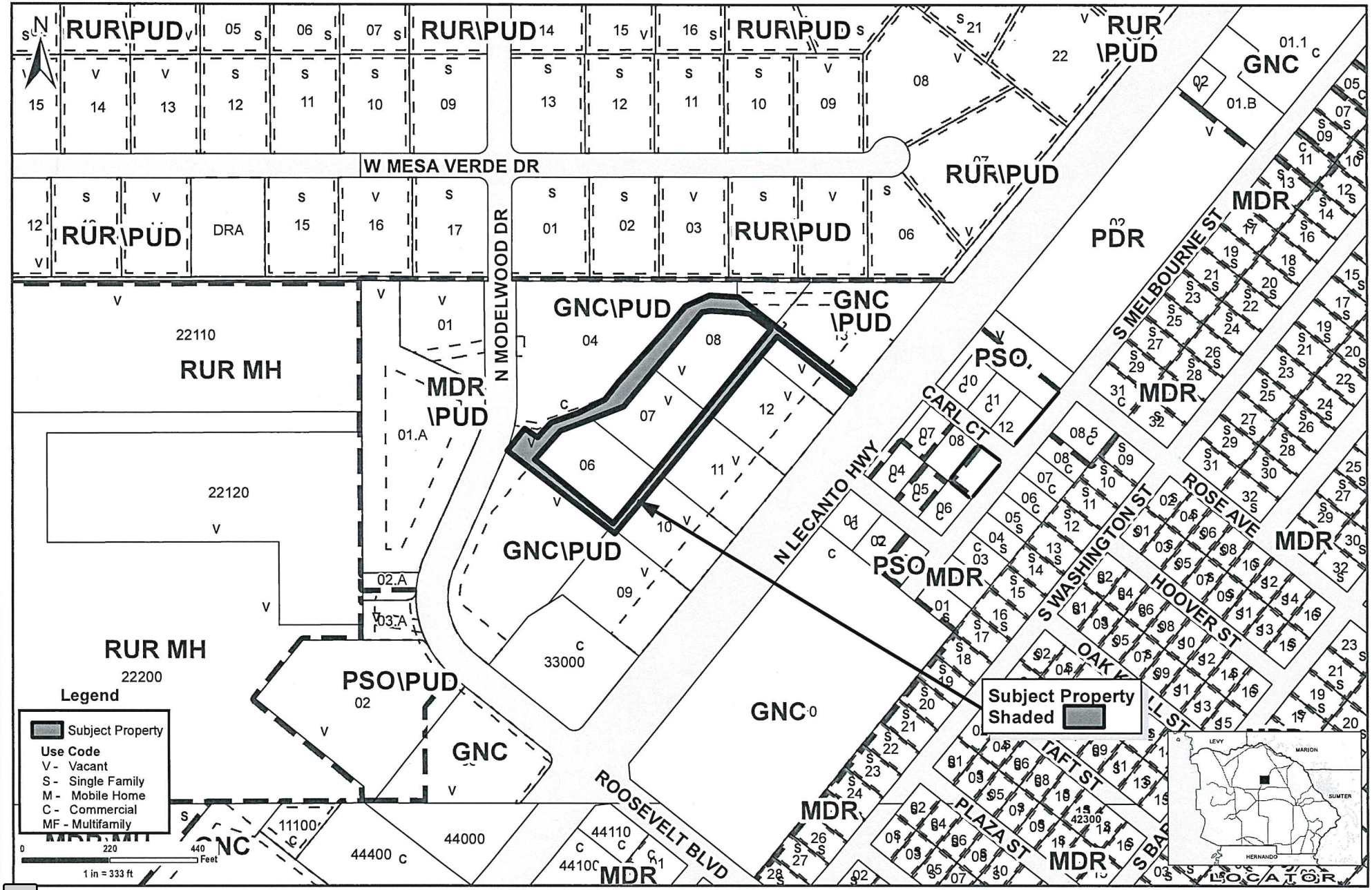
Utility companies that service the area had no concerns. The utility company comments are provided with this application.

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.

Planning and Development Commission Recommendation: The Planning and Development Commission discussed this application on October 7, 2021, and recommended approval.

JLC/cb

Attachment: Staff Report and locator map (18502 : 1:30 PM - PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)



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: CK Date: 8/25/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : William Braunsch
Date: August 09, 2021
Source: Enterprise Geodatabase
Map Number: WB0000641

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is printed. However, all information provided must be independently verified by the user.

Citrus County shall not be liable for any claims, demands, or losses of any kind in connection with the use of this information, including but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of the information and the viewing, copying, or distributing of these materials.

Attachment: Staff Report and locator map (18502 : 1:30 PM - PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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 (18502 : 1:30 PM - 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>
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Attachment: Agency Comments (18502 : 1:30 PM - PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat Vacation)

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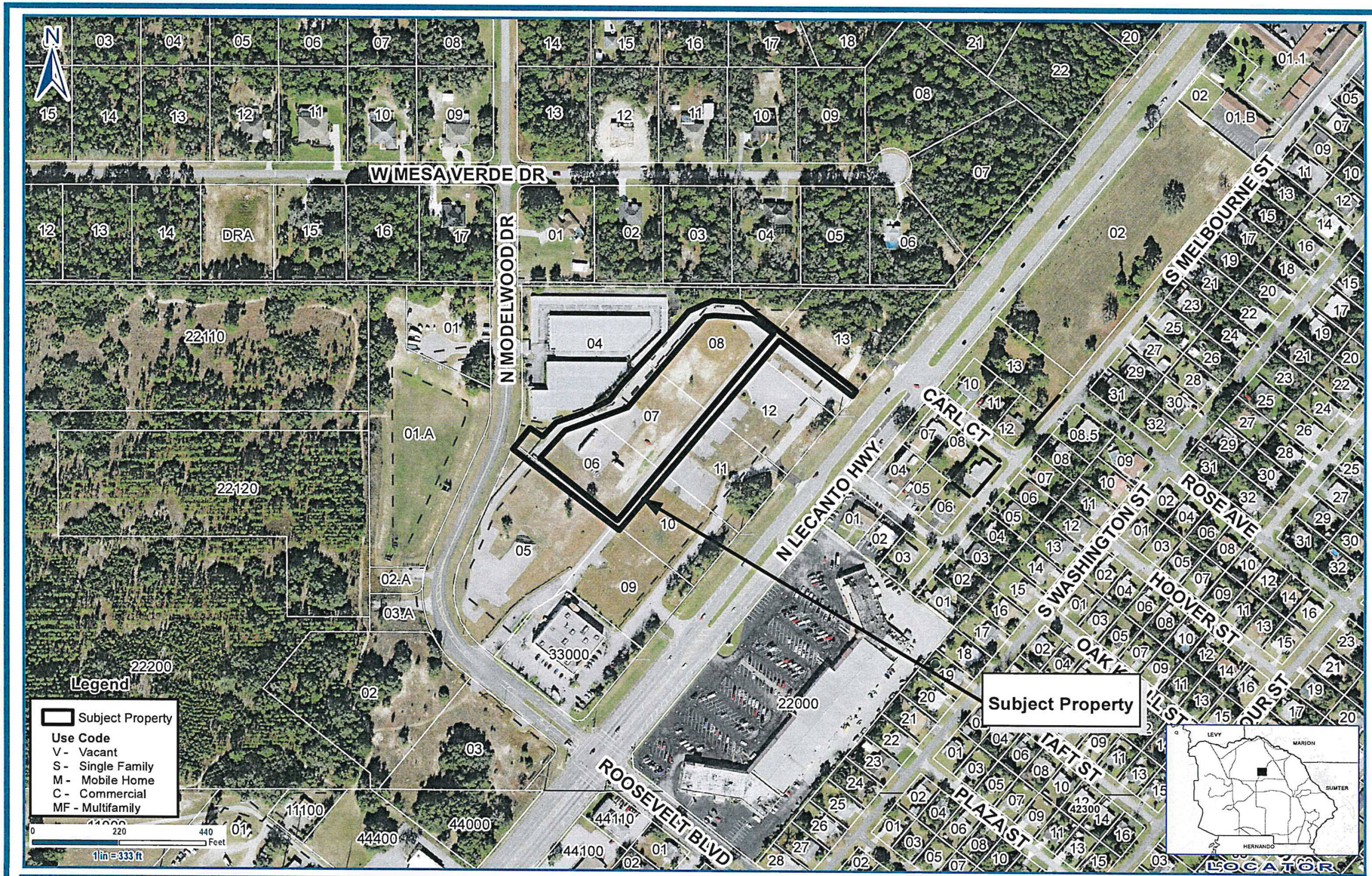

Application #: PV-21-05	**Applicant: Brenda McKenzie for Diamond Self Storage Property 1, LLC**
Proposal: To vacate a portion of the platted utility easements lying in the Modelwood Park Plaza Replat.	**Location: 4105 N. Modelwood Dr. Beverly Hills**
	S-T-R - 18-18-11 SW
Land Use Atlas: GNC/PUD General Commercial with a Planned Unit Development	**Planner Initials:** JL **Date:** 8/24/21

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 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.

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2

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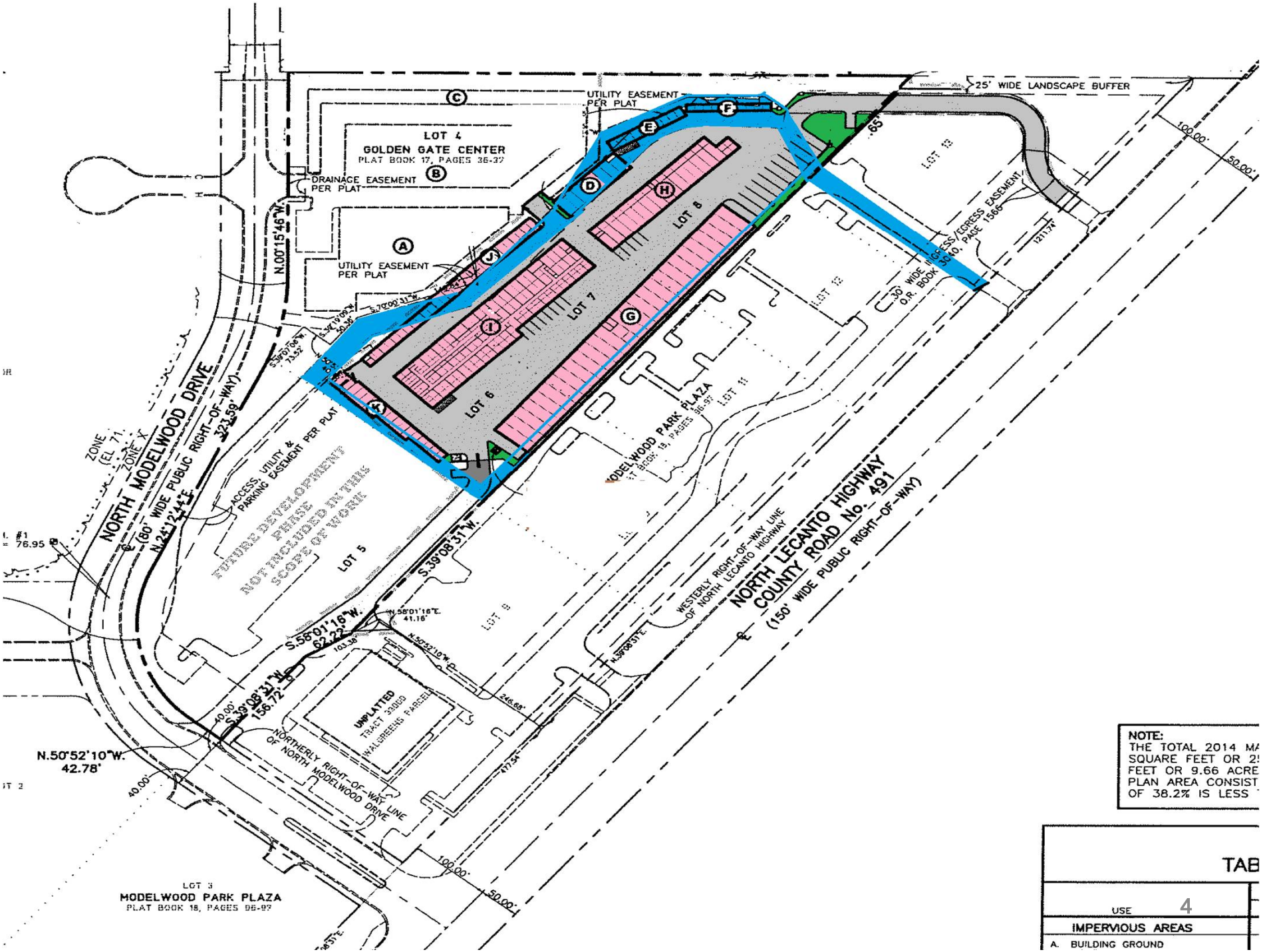


Attachment: BCC pp (18502 : 1:30 PM - PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for

At the meeting of the Board of County Commissioners of Citrus County, Florida, held in the County Commission Chambers located in the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida 34450, at 1:30 P.M. on the 9th day of November, 2021, Commissioner _____ introduced and moved for the adoption of the following:

RESOLUTION NO. 2021 – _____

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 requested this Board to remove, vacate, abandon and discontinue 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 renounce and disclaim any right and interest of the County and the public in and to the plat vacation and the lands in connection therewith, except as herein provided; and

WHEREAS, this Board adopted a Resolution calling for a public hearing to determine the advisability of vacating, abandoning and discontinuing the same to be held in the County Commission Chambers located in the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida 34450, at 1:30 PM on the 9th day of November, 2021; and

WHEREAS, Notice of such hearing was published in accordance with the law and at the expense of the Petitioner; and

WHEREAS, a hearing has been held in accordance with such Resolution, Notice, and the law pertaining thereto; and

WHEREAS, this Board has determined that 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; should be removed and vacated, discontinued and abandoned, and any right of Citrus County and the public in and to any lands delineated on the recorded plat, should be renounced and disclaimed.

IT IS, THEREFORE, RESOLVED by the Board of County Commissioners of Citrus County, Florida, as follows:

Attachment: PV-21-05 Diamond Self Storage Resolution--FINAL (18502 : 1:30 PM - PV-21-05 Brenda McKenzie for Diamond Self-Storage-

1. That the above-described portion of 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; is hereby removed, vacated, abandoned and discontinued, and any right of Citrus County or the public in and to the same, or in and to the lands delineated on the recorded plat of the same, is hereby renounced and disclaimed.

2. That this Resolution shall be signed by the Chairman of this Board, attested by the Clerk of this Board, and the seal of this Board shall be affixed hereto.

3. That this Resolution shall become effective when a certified copy of such has been filed in the office of the Circuit Court Clerk and duly recorded in the public records of Citrus County, Florida.

4. That the Clerk of the Board is hereby directed to forward a certified copy of this Resolution to all abutting property owners.

Motion seconded by Commissioner _____ and carried for adoption by the Board on this 9th day of November, 2021.

ATTEST:

_____
ANGELA VICK, CLERK

BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

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--FINAL (18502 : 1:30 PM - PV-21-05 Brenda McKenzie for Diamond Self-Storage-

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 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

ROP Ad# : 50015425
Description: 1655-1024 SUCRN Public Hearing for PV-21-05 Nov. 9, 2021
Legal Advertisement: to run 1 time(s)

Court, was published in said newspaper in the issue of
Date(s) of publication: October 24, 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 25th day of October 2021

By: Theresa Holland and/or Tonya Knight and/or Jeanne Ethridge

Who appeared by (✓) means of physical presence or ( ) via online notarization.

Maria A Parks

Notary Public

MARIA A. PARKS
Commission # HH 099773
Expires April 20, 2025
Bonded Thru Budget Notary Services

MISCELLANEOUS

1655-1024 SUCRN

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Citrus County, Florida, will hold a Public Hearing for Plat Vacation PV-21-05 in the County Commission Chambers, Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida 34450, at 1:30 PM, on November 9, 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 said plat vacation and the lands in connection therewith.

NOTICE TO THE PUBLIC

If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at this public hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record shall include the testimony and evidence upon which the appeal is to be based. 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.

SCOTT CARNAHAN, CHAIRMAN
Board of County Commissioners Citrus County, Florida

Published October 24, 2021

NOV 2'21 9:00

Attachment: Proof of Publication_H1_PV2105 (18502 : 1:30 PM - PV-21-05 Brenda McKenzie for Diamond Self-Storage- Request for Plat

H1

H.1.h

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: 11-9-21

Name: NEPHTHALI & NONILA CASTELAR

Address: 1814 W. MESA VERDE DR.
BEVERLY HILLS, FL 34465-3100

Telephone #: 352-527-0272

Item to be Addressed: PV-21-05 – BRENDA McKENZI

FOR DIAMOND SELF STORAGE PROPERT 1 LLC

? WHAT ARE THEY GOING TO BUILT ??

Attachment: Public Speaker Forms for item H1 (18502 :

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

1:35 p.m. Public hearing for the review and public participation of the SRF Septic Tank Phase Out Facilities Plan in the Homosassa Springs area.

BUDGET IMPACT/FUNDING SOURCE:

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

No Budget Impact

RECOMMENDED ACTION:

a. Conduct a public hearing to review and discuss the SRF Septic Tank Phase Out Facilities Plan for the Homosassa Springs area.

b. Approve and authorize Water Resources staff to submit the plan to the Florida Department of Environmental Protection (FDEP) for further discussion.

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

JonesEdmunds

HOMOSASSA SPRINGS
SEPTIC TANK PHASE-OUT
STATE REVOLVING FUND FACILITY PLAN

Citrus County Department of Water Resources | May 2021

HOMOSASSA SPRINGS SEPTIC TANK PHASE-OUT
STATE REVOLVING FUND FACILITY PLAN

Prepared for:

Citrus County Department of Water Resources

3600 W. Sovereign Path, Suite 291

Lecanto, Florida 34461

Prepared by:

Jones Edmunds & Associates, Inc.

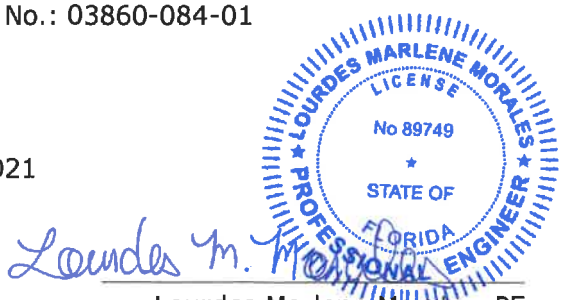
8657 Baypine Road, Suite 300

Jacksonville, Florida 32256-863432641

Certificate of Engineering Authorization #1841

Jones Edmunds Project No.: 03860-084-01

May 2021



Lourdes Marlene Morales, PE

Florida PE No.: 89749

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

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Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

1 INTRODUCTION

In 2016, the Florida Legislature identified 33 Outstanding Florida Springs (OFSs) in the Florida Springs and Aquifer Protection Act. The Act requires additional protection to ensure the springs' conservation and restoration for future generations. These protection measures are included in the Basin Management Action Plans (BMAPs), which were developed in response to the Total Maximum Daily Load (TMDL) requirements for each springs group. In 2018, the Florida Department of Environmental Protection (FDEP) approved the Homosassa and Chassahowitzka Group BMAP. This document provides a road map to address the nutrient-reduction plans for protection of these natural treasures.

Pollutants from septic tanks around the state have been studied and evaluated. FDEP has determined that Nitrogen and Phosphorus discharges from septic tanks are contributing to the pollutants in water bodies adjacent to the septic tanks. Citrus County is committed to taking the necessary steps to reduce the pollution threat to the estuary.

Jones Edmunds prepared this Facility Plan to evaluate options for constructing a sewer collection system and removing the septic tanks in the Old West Homosassa neighborhood in terms of cost, reliability, and constructability.

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

2 BACKGROUND

2.1 OLD HOMOSASSA SEPTIC TANK PHASE-OUT PLAN

Homosassa Springs and the Homosassa River are in west Citrus County, approximately 1 mile west of Homosassa Springs and parallel to US Highway 19. The Homosassa River originates in the Homosassa Main Springs Pool, starting from the Ellie Schiller Homosassa Springs Wildlife State Park, and extends 8 miles until it reaches the Gulf of Mexico. Eight springs that comprise the Homosassa Springs Group are the source waters for the Homosassa River. The Homosassa Springs Group is included in the Florida Springs and Aquifer Protection Act, which provides for the protection and restoration of the OFS. FDEP has identified the water quality of the OFSs as impaired with Nitrate-Nitrogen as a primary pollutant. The Nitrogen has produced an excessive growth of algae, causing adverse effects to the flora and fauna of the Springs.

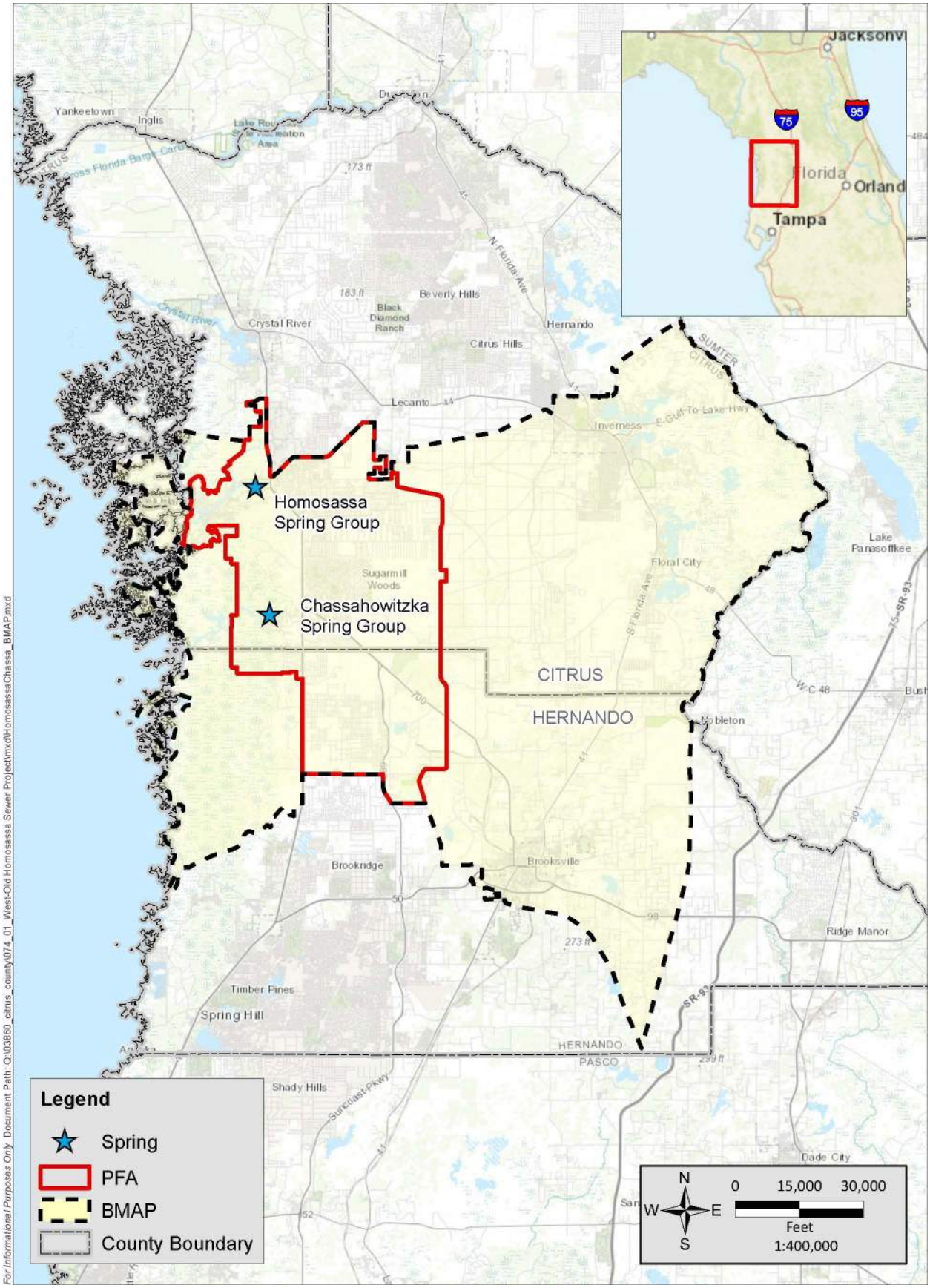
The Priority Focus Area (PFA) is within the Homosassa River BMAP area. According to the Homosassa and Chassahowitzka Springs Groups BMAP Order from the State of Florida (2018), the PFA is defined as the area of the basin where the Floridan aquifer is most vulnerable to pollutant inputs and a known connectivity exists between groundwater pathways and the Springs. The PFA (77,732 acres) partially consists of the west part of the Homosassa Springshed (36,961 acres), which contains the Homosassa Springs Group. Figure 2-1 shows the PFA and the Homosassa and Chassahowitzka Springs Groups.

As stated in the *Homosassa River Surface Water Improvement and Management Plan* (Southwest Florida Water Management District, 2017), achieving the TMDL of the Homosassa Springs Group will require reductions in Nitrate concentrations ranging from 63 to 76 percent. FDEP has adopted a monthly average Nitrate target of 0.23 milligram per liter (mg/L) as the TMDL. FDEP has also developed a Nitrogen Source Inventory Loading Tool (NSILT) to identify major sources of Nitrogen and estimate their loads to groundwater within the Homosassa River BMAP area. The tool provides estimates of the relative contribution of Nitrogen from major sources, while considering the processes affecting the various forms of Nitrogen as they move from the land surface through soil and geologic strata into the groundwater.

The BMAP report lists the major sources of Nitrogen loading for the Homosassa Springshed as:

- On-site sewage treatment and disposal systems (OSTDSs) or septic tanks.
- Urban turfgrass fertilizer.
- Atmospheric deposition.
- Farm fertilizer.
- Sports turfgrass fertilizer.
- Livestock waste.
- Wastewater treatment facility effluent.

Figure 2-1 PFA as Defined in the BMAP (2017)



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The septic tanks alone contribute 16 percent of the overall Nitrogen loading to the Homosassa River in the BMAP area and 24 percent in the PFA. The County is committed to providing the residents of Old Homosassa with reliable, environmentally safe wastewater disposal to aid in preventing groundwater and surface water contamination via Nitrate-Nitrogen and to achieve the required TMDL. In support of this goal, the County prepared a Septic Tanks Phase-Out (STPO) Plan for the Old Homosassa area that identifies nine project areas along the Homosassa River that currently have septic tanks. Jones Edmunds is assisting the County by evaluating and studying these areas for connection to a centralized wastewater system. These nine areas are part of the OSTDS Remediation Plan adopted in the Homosassa/Chassahowitzka BMAP. Several funding sources are available to support the County in constructing these projects.

The nine project areas in Old Homosassa comprise 2,295 lots; approximately 1,137 (49.5 percent) of the lots are improved lots containing residential and commercial buildings with septic tanks. The remaining 1,158 lots are classified as unimproved lots, which will be included in the analysis as a future scenario. Figure 2-2 presents a map of the areas included in the study.

Table 2-1 lists the nine project areas contained in the County's STPO Plan for Old Homosassa, along with the total improved lots and the scheduled year to be connected to the sewer system. According to the schedule, the areas will be connected to the sewer system in a rate of one per year, starting in 2021.

Table 2-1 Old Homosassa STPO Project Areas

Project Number	Area	Total Lots	No. of Improved Lots	Year to be Connected to the Sewer System
1	Downtown West	218	122	2021–2022
2	Downtown East	473	232	2022–2023
3	Downtown North	325	129	2023–2024
4	Homosassa Park	189	89	2024–2025
5	Rooks	269	163	2025–2026
6	Homosassa Retreats	201	104	2026–2027
7	Cedars	122	23	2027–2028
8	Mason Creek	263	160	2029–2030
9	Homosassa Ph-05	235	115	2030–2031
	Totals	2,295	1,137	

2.2 PROJECT SITE ASSESSMENT

The Homosassa Springs STPO Plan will provide a new wastewater collection system to nine areas in the Homosassa Springs vicinity. The construction will be through nine independent projects. The main purpose is to eliminate the discharge of nutrients and other septic tank pollutants from entering the groundwater and seeping into the Homosassa River.

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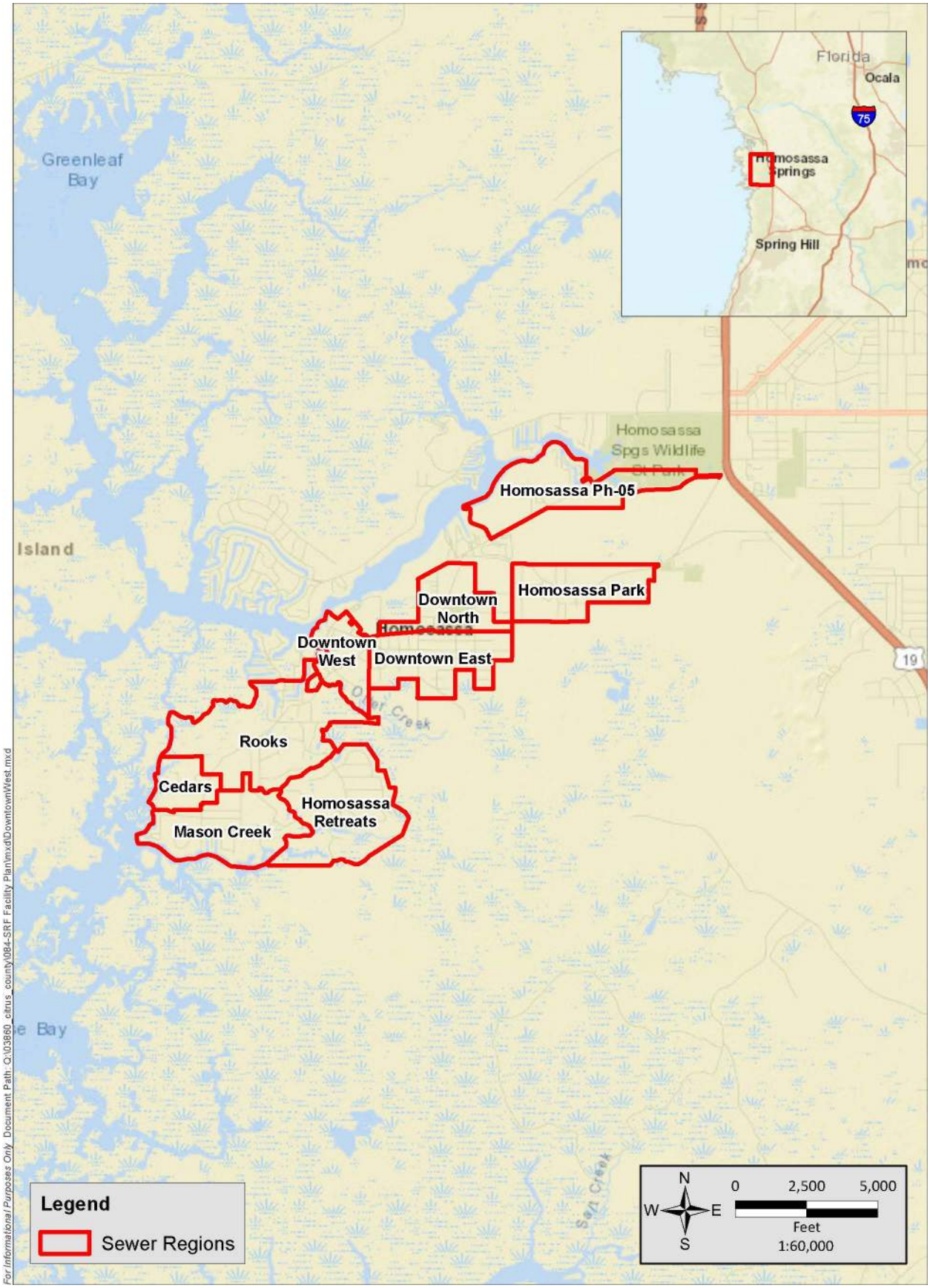
Figure 2-2 Old Homosassa STPO Project Areas



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2.3 EXISTING WASTEWATER INFRASTRUCTURE

Figure 2-3 shows the existing wastewater collection system in the Old Homosassa area into which the new sewer system will connect. The County's existing wastewater collection system is a combination of gravity sewer mains and force mains ranging from 2 inches to 24 inches diameter. The collected flows will be pumped via 19 public and private lift stations to the Southwest Regional Water Reclamation Facility (SWRWRF).

The Old Homosassa area is primarily served by three master lift stations, RH-11 and MC-21. RH-11 is in the immediate vicinity of the Downtown West project area; it collects wastewater from five upstream lift stations and has a small gravity collection system. RH-11 pumps west through an 8-inch force main and manifolds with several smaller public and private lift stations before discharging into MC-21. MC-21 pumps south along US Highway 19 through an 8-inch force main to another master lift station, CZ-11. CZ-11 was recently upgraded by the County, including the 12-inch force main along US 19 and County Road (CR) 480.

All wastewater flows from the Homosassa and Sugarmill Woods collection areas ultimately flow through a 24-inch influent force main to the newly expanded SWRWRF. The SWRWRF has a permitted capacity of 1.5-million gallons per day (MGD) annual average daily flow (AADF) and receives an average of 0.679-MGD AADF as stated in the monthly operating records (MORs) from August 2019 to July 2020. The SWRWRF is a newly expanded Type I facility operated to achieve secondary treatment with high-level disinfection. The following summarizes the major unit processes included with the recent SWRWRF expansion:

- Influent Pumping Station.
- Headworks with Mechanical Screening and Grit Removal.
- Four-Stage Biological Nutrient Removal Oxidation Ditch.
- Two Secondary Clarifiers.
- Effluent Filtration with Disc Filters.
- Chlorine Contact Tank with Sodium Hypochlorite (NaOCl) Disinfection.
- Effluent Disposal with Rapid Infiltration Basins (RIBs).

2.4 EXISTING SEPTIC INVENTORY

The Homosassa Springs area has 1,137 septic tanks based on the inventory included in the BMAP. Those septic tanks are planned to be eliminated with the connection of the nine study areas included in this Facility Plan to the County's sewer system.

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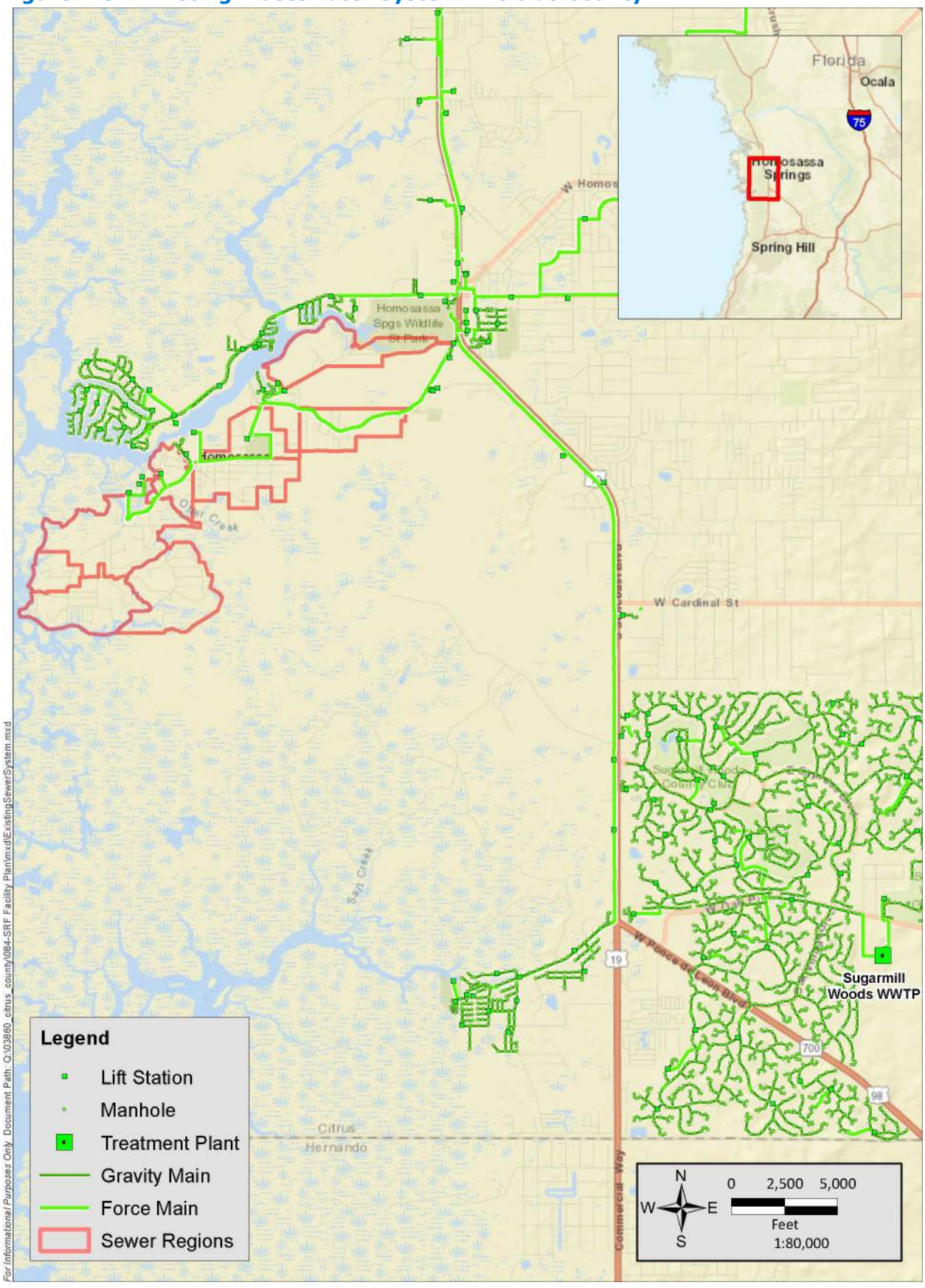
Figure 2-3 Existing Wastewater System in Citrus County



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2.5 PREVIOUS WASTEWATER MODELS

Jones Edmunds previously performed wastewater modeling studies of the Garcia Point collection system and the Chassahowitzka force main system. The studies evaluated the collection system upstream and downstream of the Downtown West project area. The results of these modeling studies are discussed in the following sections. An updated model was created combining the previous studies and adding the areas focused on in this study, including Downtown West. The expanded model will evaluate the impact of the additional areas being connected into the existing sewer system.

2.5.1 GARCIA POINT MODELING

The Garcia Point hydraulic model, developed in 2016, had the objective of evaluating alternatives to provide a wastewater collection system to the area. The model evaluated two alternatives; the first to provide a gravity wastewater collection system to the community, and the second evaluated the construction of low-pressure grinders at the connection points. The model provided information regarding the existing capacity of the wastewater infrastructure in Garcia Point.

2.5.2 CHASSAHOWITZKA FORCE MAIN MODELING

The Chassahowitzka hydraulic model was developed in 2017 to evaluate the impact of rebalancing two County wastewater treatment facilities upstream of the service area. As a result of the analysis, a new 12-inch force main was installed from CZ-11 to the existing 24-inch force main on CR 480.

This model is used as the base scenario for the wastewater model build for this Facility Plan. Chapter 3 describes the updates built into the model to validate the current operational data in the sewer system.

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3 HYDRAULIC MODEL DEVELOPMENT

The objective of the hydraulic model developed for this report is to understand the existing conditions of the wastewater collection system and evaluate the impacts of the additional wastewater flow generated by the nine project areas planned to be connected in the Old Homosassa area. Jones Edmunds combined two existing models from previous projects, as described in Section 2.6. The north area of the Homosassa Garcia Point model, from RH-23 to Turtle Creek, was added to the new model, as well as the south area of the Chassahowitzka model, from MC-21 to the SWRWRF. The new model evaluates the behavior of the wastewater system and the compliance with a certain level of service (LOS), based on population and wastewater flow projections. We used geographic information system (GIS) data provided by Citrus County to identify existing infrastructure, model calibration, and simulation of the proposed infrastructure.

3.1 HYDRAULIC MODEL UPDATES

3.1.1 HYDRAULIC MODEL ASSUMPTIONS AND EVALUATION CRITERIA

Jones Edmunds combined the hydraulic model from Homosassa Garcia Point and Chassahowitzka projects for use as a baseline for the current modeling effort. The model was successfully calibrated for current average daily flow (ADF) and maximum daily flow (MDF) conditions.

3.1.1.1 Average and Maximum Daily Flows

Jones Edmunds evaluated SWRWRF influent flow records from August 2019 to July 2020 to determine typical ADF and MDF conditions. Flow records on December 27, 2019, and August 19, 2019, were representative of ADF and MDF days, respectively.

Wastewater influent flows to SWRWRF on the selected days were:

- ADF: 0.679 MGD (December 27, 2019).
- MDF: 1.335 MGD (August 19, 2019).

The dates selected above result in an MDF-to-ADF Peaking Factor of 1.92.

The model was validated for ADF and MDF events in a 24-hour extended-period simulation (EPS) using Bentley's SewerGEMS® software.

3.1.1.2 Model Parameters

The following LOS criteria were chosen in collaboration with the County based on regulatory requirements and the County's preferred operational conditions. The following were established as the LOS criteria for evaluating the system under each future scenario:

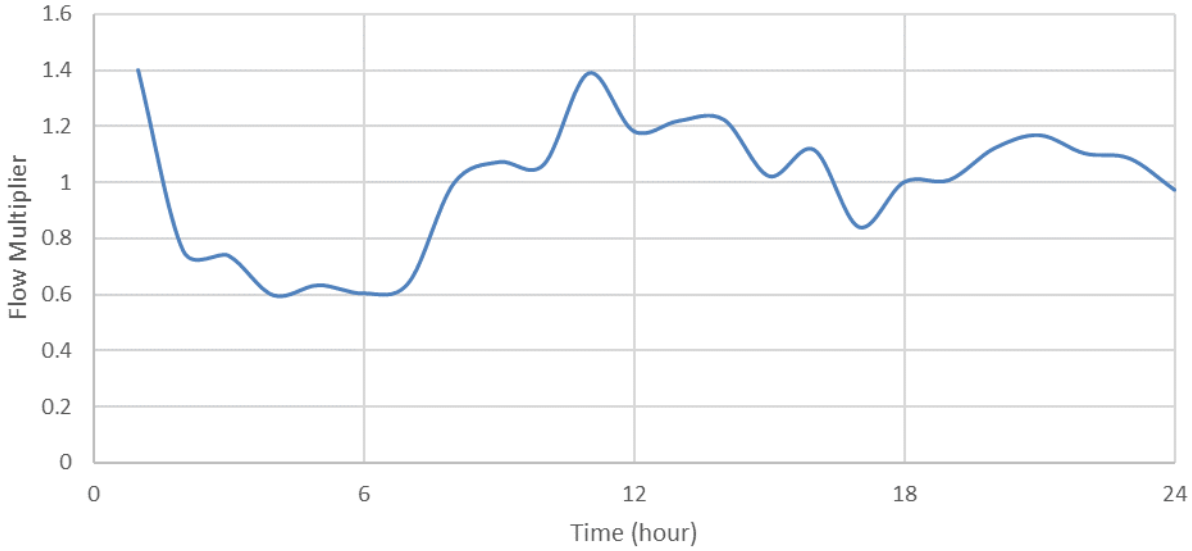
- No deadhead conditions within a 24-hour simulation.
- No stand-by pump-on conditions.
- No high-water-level (HWL) alarm at a wet well or lift station (LS) overflows.
- Force main velocity between 2 and 6 feet per second (fps).
- Pump runtime not to exceed 12 hours per day.

3.2 Model Calibration

The model parameters for pipe roughness, flow loadings, and pump performance were adjusted as part of the model calibration process until the model results for the ADF and MDF scenarios matched the observed data within an acceptable tolerance range of 5 to 10 percent. The following summarizes the model parameters modified as part of the calibration process:

- Adjusted Hazen-Williams C-factor roughness for force mains so that the drawdown testing matched the pump total dynamic head conditions at each lift station.
- Varied the sanitary flow loadings throughout the EPS using the normalized system diurnal curve developed from the SWRWRF influent flow data, as shown in Figure 3-1.
- Adjusted sanitary flows to match the December 27, 2019 ADF influent flow
- Adjusted sanitary flows to match the August 19, 2019 MDF influent flow.

Figure 3-1 SWRWRF Normalized Diurnal Curve



Jones Edmunds successfully calibrated ADF and MDF conditions in the hydraulic model for pump runtimes at both modeled RH-11 and MC-21 and the influent flows to SWRWRF.

3.2.1 Lift Station Drawdown Test

To calibrate the wastewater hydraulic model, pump performance assessments were conducted to determine the operating condition of the LSs. Based on input from the Citrus County Operations staff, the following six LSs were selected for pump testing and inspections:

- MC-21 (County owned)
- MC-24 (Privately owned)
- RH-11 (County owned)
- The Freezer (Privately owned)
- Tradewinds Resort (Privately owned)
- Turtle Creek (Privately owned)

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On October 15, 2020, each LS was visually inspected to assess the current condition. Drawdown testing was performed on the two County-owned LSs. The drawdown test was performed by measuring the volume of sewage pumped over 60 seconds, recording the pressure downstream of the pumps via a pressure gauge, and measuring the static head. The results were summarized, graphed, and compared to the manufacturer's pump curves. Overall, the LSs were determined to be in good operating condition with both pumps operating within 3 percent of the manufacturer's curve. The most common issue observed during the inspections was a lack of access to the private LSs. Appendix A provides the complete assessments and pump drawdown test results.

3.3 PROPOSED MODELING SCENARIOS

A future scenario was created to include the wastewater flow to be generated by the nine STPO project areas in Old Homosassa.

The future ADFs were determined using buildout equivalent residential connections (ERCs) and a flow rate of 50 gallons per capita per day (gpcd). The Bureau of Economic and Business Research (BEBR) lists the average household size for Citrus County is 2.2 persons per household based on population estimates for 2020. Thus, the estimated average flow per ERC is 110 gallons per day (gpd). Using an MDF-to-ADF peaking factor of 1.92, as determined in Section 3.1.1, the MDF per ERC would be 211 gallons per day (gpd). The peak hourly flows (PHFs) were calculated using the methodology dictated by the *Ten States Standards*, which relates ADF with PHF based on population. Table 3-1 presents the design wastewater flows used as the basis of design for the nine project areas.

Table 3-1 Projected Wastewater Flows

Development	Improved ERC	MDF Flows (GPD)	Full Buildout ERC	MDF Buildout Flows (GPD)
Downtown West	122	25,704	218	45,930
Downtown East	232	48,880	473	99,656
Downtown North	129	27,179	325	68,474
Homosassa Park	89	18,751	189	39,820
Rooks	163	34,342	269	56,675
Homosassa Retreats	104	21,912	201	42,348
Cedars	23	4,846	122	25,704
Mason Creek	160	33,710	263	55,411
Homosassa Ph-05	115	24,229	235	49,512
Totals	**1,137**	**239,553**	**2,295**	**483,530**

Jones Edmunds developed two scenarios for future conditions to evaluate the impact of future wastewater flows from the nine project areas on the existing infrastructure:

- Scenario 1 – Existing Infrastructure and Improved Lots at MDF: This scenario evaluates the impact from current improved lots being connected to the existing system, connecting the areas progressively (one at a time).

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- Scenario 2 – Existing Infrastructure and Full Buildout lots at MDF: This scenario includes the projected flows from the total lots (improved and unimproved) for all nine project areas. This scenario considers the connection of all project areas at the same time.

The model scenarios were run over a 24-hour EPS.

3.4 MODELING RESULTS

The ADF and MDF calibrations were evaluated for the LOS criteria described above. No LOS concerns were identified under ADF conditions. However, for MDF conditions the model predicts CZ-10 will experience deadhead for 22 minutes with current MDF flows. Dead heading in pumps occurs when the pump operates with no flow through the pump due to downstream restrictions. If a pump operates in a dead-head condition for extended periods, sanitary sewer overflows (SSOs) may occur due to the station's inability to pump influent flows. Also, the pumps may suffer damage if dead-head conditions are frequent and/or for extended periods. CZ-10 is not predicted to overflow or reach HWL conditions based on current flows; however, as the system flows increase, the likelihood of those conditions increases.

3.4.1 DOWNTOWN WEST RESULTS

Modeling results for the addition of the Downtown West neighborhood to the existing wastewater system suggest that sufficient capacity exists for adding the flows to RH-11 and that the system meets all LOS criteria for both scenarios for LSs and force mains listed in Section 3.1.1.2. No overflows were predicted in the LSs. Table 3-2 shows the run-time model results for Downtown West.

Table 3-2 Lift Station Run Time (Hours) Model Results – Downtown West

Lift Station	Current MDF	Scenario 1	Scenario 2
RH-11	4.2	5.5	6.5
MC-21	5.3	6.5	7.3
CZ-11	5.5	6.1	6.6

3.4.2 DOWNTOWN EAST RESULTS

The Downtown East development will connect to an existing 8-inch force main on W. Central Street. Modeling results for the addition of the Downtown East neighborhood to the existing wastewater system suggest that the existing system has sufficient capacity for adding the flows to MC-21 in Scenario 1 and Scenario 2. The system meets all LOS criteria in Scenario 1 and Scenario 2 for LSs and force mains listed in Section 3.1.1.2. No overflows were predicted in the LSs. The results for the Downtown East model consider the generated flows from Downtown West. Table 3-3 shows the LS run-time model results for Downtown East.

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Table 3-3 Lift Station Run Time (Hours) Model Results – Downtown East

Lift Station	Existing MDF	Scenario 1	Scenario 2
RH-11	4.2	5.9	7.8
MC-21	5.3	8.5	11.4
CZ-11	5.5	7.1	8.7

3.4.3 Downtown North Results

The Downtown North project will connect to an existing 8-inch force main on W. Anchorage Street. Modeling results for adding the Downtown East neighborhood to the existing wastewater system suggest that the existing system has sufficient capacity for adding the flows to MC-21 in Scenario 1 and Scenario 2. The system meets all LOS criteria in Scenario 1 for the LSs and force mains listed in Section 3.1.1.2. In Scenario 2, the system meets all LOS criteria for force mains; however, the model predicted a standby condition at LS MC-21 and a dead-head condition at LS CZ-10. No overflows were predicted in the LSs. The results consider the generated flows for Downtown West, East, and North. Table 3-4 shows the LS run time model results for Downtown North.

Table 3-4 Lift Station Run Time (Hours) Model Results – Downtown North

Lift Station	Existing MDF	Scenario 1	Scenario 2
RH-11	4.2	6.2	8.7
MC-21	5.3	9.7	16.2*
CZ-11	5.5	7.7	10.1
CZ-10	3.4	4.1	5.5

*Includes Pump 2 run time.

3.4.4 Homosassa Park Results

The Homosassa Park development will connect to an existing 8-inch force main on W. Yulee Drive. Modeling results suggest that the existing system has sufficient capacity for adding the flows from Downtown West, Downtown East, Downtown North, and Homosassa Park in Scenario 1 and Scenario 2. The system meets all LOS criteria in Scenario 1 for LSs and force mains. In Scenario 2, the system meets all LOS criteria for force mains; however, the model predicted a standby condition at LS MC-21 and a dead-head condition at LS CZ-10. No overflows were predicted in the LSs. Table 3-5 shows the LS run time model results for Homosassa Park. Table 3-5 shows the LS run-time model results for Homosassa Park.

Table 3-5 Lift Station Run Time (Hours) Model Results – Homosassa Park

Lift Station	Existing MDF	Scenario 1	Scenario 2
RH-11	4.2	6.25	9.0
MC-21	5.3	10.3	20.3*
CZ-11	5.5	8.1	10.8
CZ-10	3.4	4.7	5.8

*Includes Pump 2 run time.

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3.4.5 Rooks Model Results

The Rooks development will connect to an existing 4-inch force main at the intersection of S. Garcia Road and S. Mason Creek Road. This area was modeled including the flows from Downtown West, Downtown East, Downtown North, Homosassa Park, and Rooks. The system meets all LOS criteria for force mains; however, the model predicted a standby condition at LS MC-21 and a dead-head condition at LS CZ-10 in Scenario 1. No overflows were predicted in the LSs.

However, in Scenario 2 the model predicted a standby condition at LS MC-21 and a dead-head condition at LS CZ-10. An overflow was predicted in LS MC-21. Table 3-6 shows the LS run-time model results for Rooks.

Table 3-6 Lift Station Run Time (Hours) Model Results – Rooks

Lift Station	Existing MDF	Scenario 1	Scenario 2
RH-11	4.2	8.1	12.95
MC-21	5.3	11.8*	25.97*
CZ-11	5.5	8.8	12.0
CZ-10	3.4	5.3	6.5

*Includes pump 2 run time.

3.4.6 Homosassa Retreats Model Results

The Homosassa Retreats development is south of Rooks and will manifold with the force main constructed during the Rooks project. The model results suggest that force mains will still meet LOS criteria when adding flows from Downtown West, Downtown East, Downtown North, Homosassa Park, Rooks, and Homosassa Retreats. However, the model predicted a standby condition at LS MC-21 and a dead-head condition at LS CZ-10 in Scenario 1 and Scenario 2. No overflows were predicted in the LSs in Scenario 1; however, the model predicted overflow at LS MC-21 and standby condition at LS RH-11 in Scenario 2. Table 3-7 shows the LS run time model results for Homosassa Retreats.

Table 3-7 Lift Station Run Time (Hours) Model Results – Homosassa Retreats

Lift Station	Existing MDF	Scenario 1	Scenario 2
RH-11	4.2	9.4	19.9*
MC-21	5.3	13.0*	29.3*
CZ-11	5.5	9.3	12.8
CZ-10	3.4	5.3	7.1

*Includes Pump 2 run times.

3.4.7 Cedars Model Results

The Cedars development will manifold with the force main constructed during the Rooks project. The model results suggest that force mains will still meet LOS criteria even with the added flows from Downtown West, Downtown East, Downtown North, Homosassa Park, Rooks, Homosassa Retreats, and Cedars. However, the model predicted a standby condition at LS MC-21 and a dead-head condition at LSs CZ-10 and Black in Scenarios 1 and 2. No overflows were predicted in the LS systems in Scenario 1; however, an overflow was

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predicted in LS MC-21 and a standby condition at LS RH-11 and LS RH-23 in Scenario 2. Table 3-8 shows the LS run-time model results for Cedars.

Table 3-8 Lift Station Run Time (Hours) Model Results – Cedars

Lift Station	Existing MDF	Scenario 1	Scenario 2
RH-11	4.2	9.6	22.3*
MC-21	5.3	13.4*	31.3*
CZ-11	5.5	9.4	13.1
CZ-10	3.4	5.6	7.5
Black	0.3	0.4	0.3
RH-23	2.1	2.6	4.1*

*Includes Pump 2 run time.

3.4.8 Mason Creek Model Results

The Mason Creek development will manifold with the force main constructed during the Rooks project. The model results suggest that the LOS criteria will be exceeded for force mains and LSs in Scenario 1 and Scenario 2. The model predicted a standby condition at LSs MC-21 and RH-23, dead-head conditions at LSs CZ-10 and Black, and velocities over 6 fps in the force mains; however, overflows were not predicted in the LSs in Scenario 1. In Scenario 2, the model predicted standby conditions at LSs MC-21, RH-11, and RH-23, a dead-head condition at LSs CZ-10, RH-23, Black, and The Freezer. Overflows were predicted at LS MC-21 and LS RH-11. Table 3-9 shows the LS run-time model results for Mason Creek.

Table 3-9 Lift Station Run Time (Hours) Model Results – Mason Creek

Lift Station	Existing MDF	Scenario 1	Scenario 2
RH-11	4.2	11.5	28.3*
MC-21	5.3	15.4*	34.6*
CZ-11	5.5	10.0	13.9
CZ-10	3.4	5.6	7.7
Black	0.3	0.4	2.6
RH-23	2.1	3.0*	8.3*
The Freezer	0.4	0.6	1.3

*Includes Pump 2 run time.

3.4.9 Homosassa Ph-05 Model Results

The Homosassa Ph-05 development will connect directly into LS MC-21. Considering the flows generated at all nine areas, the model results suggest that the LOS criteria will be exceeded for force mains and LSs in Scenario 1 and Scenario 2. In Scenario 1, the model predicted a standby condition at LS MC-21 and LS RH-23, a dead-head condition at LSs CZ-10 and Black, and velocities over 6 fps in the force mains. However, overflows were not predicted in the LSs. In scenario 2, the model predicted a standby condition at LS MC-21, LS RH-11 and LS RH-23, a dead-head condition at LSs CZ-10, Black, RH-23, and The Freezer. Overflows were predicted at LSs MC-21 and RH-11. Table 3-10 shows the LS run-time model results for Homosassa Ph-05.

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Table 3-10 Lift Station Run Time (Hours) Model Results – Homosassa Ph-05

Lift Station	Existing MDF	Scenario 1	Scenario 2
RH-11	4.2	11.5	28.3*
MC-21	5.3	17.8*	35.7*
CZ-11	5.5	10.5	14.2
CZ-10	3.4	5.7	7.8
Black	0.3	0.4	2.6
RH-23	2.1	3.0*	8.3
The Freezer	0.4	0.6	1.3

*Includes Pump 2 run time.

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4 ALTERNATIVES ANALYSIS

This facility plan presents three alternatives to eliminate septic tank to achieve the required reduction on Nitrogen levels in the Homosassa River:

- No Action Alternative: The No Action Alternative is defined as the conversion of the existing septic tanks to on-site treatment units.
- Alternative 1: A low-pressure collection system with a simplex grinder pump station in the right-of-way (ROW) adjacent to each served property.
- Alternative 2: A hybrid system consisting of a combined gravity collection system and a duplex low-pressure pump station in the ROW.

This report will serve as the planning document for the project areas and includes a preliminary evaluation of the two alternatives described above. The evaluations considered the available space within the ROW, system-specific design requirements, capital costs for each system, disruption to residents during construction, land rights, and long-term operation and maintenance (O&M) of the system.

The following assumptions are common to Alternatives 1 and 2:

- All existing septic systems will be taken out of service and abandoned in accordance with Citrus County Department of Health requirements.
- Each homeowner will be required to have a gravity service lateral constructed from their abandoned septic tank to the service connection point in the ROW.
- The locations and depths of the existing septic systems and the depths of the existing residence sanitary services leading to the septic tank are unknown. For this Facility Plan, we have assumed a minimum depth of 4 feet for the gravity service connection from the property at the ROW line.

4.1 NO ACTION ALTERNATIVE

The No Action Alternative in this Facility Plan is for the home and business owners in the project areas to transition to aerobic treatment units, which are on-site treatment units similar to septic tanks but include additional treatment to allow for the reduction of Nitrogen content in the effluent of the system.

Maintaining the septic tank is not an option since it is required in the BMAP that all the residents must eliminate the septic tank to decrease the level of Nitrogen reaching the Homosassa area waters. Specifically, modification or repair permits issued by the Florida Department of Health (FDOH) for all OSTDS within the PFA on all lots will require enhanced treatment of Nitrogen, unless sewer connections will be available based on a BMAP-listed project. All OSTDS subject to the policy must include enhanced treatment of Nitrogen no later than 20 years after the BMAP adoption. Therefore, the No Action Alternative is to convert existing systems to aerobic treatment units on site to promote the removal of Nitrogen.

On BMAP adoption, the OSTDS Remediation Plan prohibits new systems on lots of less than 1 acre within the PFAs, unless the system includes enhanced treatment of Nitrogen as

defined by the OSTDS Remediation Plan. The unimproved lots will not be allowed to construct septic tanks.

An aerobic treatment unit is an on-site (or decentralized) wastewater treatment system that treats wastewater from a home or business and returns treated wastewater back into the receiving environment. These systems are a small-scale sewage treatment system similar to a septic tank system, but use an aerobic process for digestion rather than only the anaerobic process within the septic systems. These systems are commonly found in rural areas where public sewers are not available and may be used for a single residence or for a small group of homes.

Unlike the traditional septic system, the aerobic treatment system produces a better-quality secondary effluent that can be sterilized and used for surface irrigation and could potentially reduce the Nitrogen levels going to the Homosassa River. However, the reduction of Nitrogen in this kind of system highly depends on the operation of the system. The typical processes included in these systems are:

1. Pre-treatment stage to remove large solids and other undesirable substances.
2. Aeration stage, where aerobic bacteria digest biological wastes.
3. Settling stage to allow undigested solids to settle, which forms a sludge that must be periodically removed from the system.
4. Disinfecting stage, where chlorine or similar disinfectant is mixed with the water to produce an antiseptic output. The disinfecting stage is optional and is used where a sterile effluent is required, such as cases where the effluent is distributed above ground. The disinfectant typically used is calcium hypochlorite in form of tablets, which are specially made for waste treatment systems.

Table 4-1 lists some advantages and disadvantages of this systems.

Table 4-1 Aerobic Treatment Systems Advantages and Disadvantages

Advantages	Disadvantages
Higher level of effluent quality when compared to a septic tank.	High installation cost for an individual home.
Reduces Nitrogen to acceptable levels.	Too much water can overburden the system.
	Poorly maintained systems can cause contamination.
	Lack of technical knowledge to properly operate the system by homeowners.

These systems typically have a construction cost of approximately $35,000. Since this is a private system, the home or business owner will be the one responsible for this cost in addition to the normal annual O&M costs.

Jones Edmunds does not recommend installing this treatment system if the option of a centralized sewer system is feasible. This recommendation is based on a centralized sewer system that will be operated by a utility that has the capacity to properly maintain and operate a sewer system. Therefore, the likelihood of having compliance problems are

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significantly reduced compared to systems operated by home and business owners. Therefore, this alternative will not be further considered.

4.2 Alternative 1: Low-Pressure Grinder Pump System

The low-pressure grinder pump system alternative consists of having a simplex grinder pump station installed at each service connection (improved and unimproved lots) that then discharges through small-diameter force mains. These systems use a small underground 70-gallon high-density polyethylene (HDPE) or fiberglass tank at the point of connection for temporary storage of the wastewater. A semi-positive displacement pump with a 1-horsepower (Hp) motor in the wet well is controlled via a pressure transducer (water level) and a remotely mounted electrical and control panel. Each pump includes a chopper blade on the impeller that grinds the sewage into a slurry that is then pumped into the small-diameter force main at a rate of approximately 11.5 gallons per minute (gpm). Motors for these simplex pumps typically require single-phase 120/240V power. Above-grade components of grinder pump stations typically consist of an electrical panel containing disconnects and alarms. The power is provided by the County with the electrical panel installed on a pole.

Table 4-2 summarizes the advantages and disadvantages of low-pressure grinder pump stations for Alternative 1.

Table 4-2 Low-Pressure Grinder Pump Stations, Advantages and Disadvantages

Advantages	Disadvantages
Lower community disruption during construction compared to Alternative 2.	Higher number of pump stations require more O&M than Alternative 2.
Construction costs are less than Alternative 2 due to smaller pipe sizes (1.25- to 3-inch diameter) and the convenience of constructing the pipe to follow grade at shallow depths when compared with Alternative 2.	The electrical costs associated with keeping numerous small pumps/ systems operating. This cost is borne by the utility.
Low potential for infiltration. Grinder pump stations eliminate the majority of the infiltration since the collection mains are pressurized.	Higher number of underground structures that may cause conflicts with existing infrastructure.
No easement procurement necessary.	Increased wastewater retention time compared to Alternative 2, causing potential septic conditions in tanks.
	Does not provide backup in case of pump failure, which may cause environmental concerns.

The following sections present the proposed infrastructure for Alternative 1 for each of the nine project areas.

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4.2.1 Area 1: Downtown West

4.2.1.1 Proposed Infrastructure for Alternative 1 – Downtown West

Figure 4-1 shows the proposed layout for Alternative 1 for the Downtown West project. The design involves installing the following in the Old Homosassa Downtown West project area:

- 218 simplex grinder pump stations.
- Approximately 7,248 linear feet (LF) of 1.25-inch HDPE force main.
- Approximately 2,543 LF of 1.5-inch HDPE force main.
- Approximately 4,853 LF of 2-inch HDPE force main.
- Approximately 1,733 LF of 2.5-inch HDPE force main.
- Approximately 2,450 LF of 3-inch HDPE force main.

4.2.1.2 Capital Cost – Downtown West

Table 4-3 presents the Engineer's Opinion of Probable Construction Cost (EOPCC) for this alternative and summarizes the items; Appendix B provides a detailed cost breakdown and the Net Present Value (NPV) calculations.

Table 4-3 EOPCC for Alternative 1 on Downtown West

Item	Description	Cost
1	Construction of LSs (218 LSs, electrical work, and mechanical equipment)	$3,335,000
2	Installation of sewer pipes and horizontal directional drilling (1.25-, 1.5-, 2-, 2.5-, and 3-inch diameter)	$3,312,000
3	Performance Bond and Contingencies	$1,450,000
	Total Bid Amount With Contingency	**$8,097,000**

4.2.1.3 Operation and Maintenance Costs – Downtown West

O&M costs were estimated based on the following assumptions:

- Annual maintenance cost for the grinder pumps is approximately $144. This annual cost considers replacement of miscellaneous parts due to normal wear and tear and replacement of the grinder pumps every 10 years. During the planning period, the pumps will need to be replaced two times.
- Annual energy cost: The annual energy cost was estimated assuming a cost per kilowatt-hour ($/kWh) of $0.12. Table 4-4 shows the annual energy cost for Alternative 1.

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Table 4-4 Alternative 1 Energy Cost per Year for Downtown West

Item	Value
Flow (gpd)	110
Pump Discharge (gallons per minute [gpm])	11.5
Head (foot [ft])	80
Pump Efficiency	0.8
Theoretical Horsepower Required (Hp)	0.29
Hours of Operation of Pump	0.16
Cost of Electricity ($/kWh)	$0.12
Daily Cost of Electricity per Pump ($)	$0.004
Number of Pumps	218
Total Annual Electricity Cost for the Project	$329.33

Combining the annual maintenance and energy costs, Alternative 1 is expected to have an annual O&M cost of $31,729. To estimate the amount of the total annual maintenance during the planning horizon, we used an inflation rate of 3 percent and 20 years of annual payments in maintenance. The present value of the annual O&M cost for Alternative 1 is $471,933 for the entire Downtown West project.

Therefore, the NPV for Alternative 1 is $8.57 million. Table 4-5 shows the NPV calculation of Alternative 1.

Table 4-5 Alternative 1 Net Present Value for Downtown West

Item	Value
Annual maintenance cost per LS	$144
Annual energy cost per LS	$36.26
Total annual O&M cost for Alternative 1	$31,729
Inflation	3%
Planning Period	20 years
O&M Present Value	$471,933
Capital Cost	$8,097,000
NPV	$8,569,000

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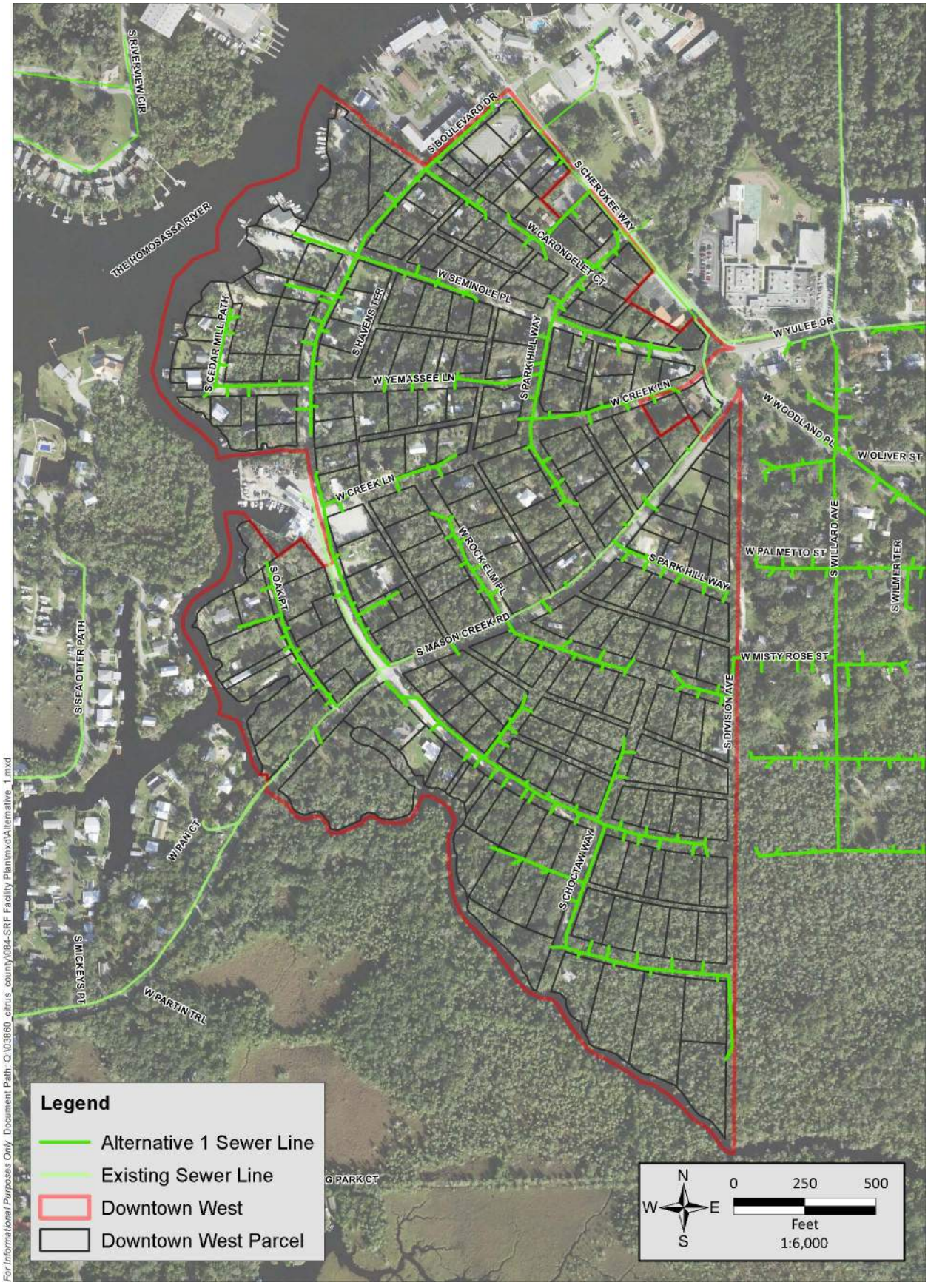
Figure 4-1 Alternative 1 Layout and Proposed Infrastructure – Downtown West



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4.2.2 Area 2: Downtown East

4.2.2.1 Proposed Infrastructure for Alternative 1 – Downtown East

Figure 4-2 shows the proposed layout for Alternative 1 for the Downtown East project. The design involves installing the following in the Homosassa Downtown East project area:

- 473 simplex grinder pump stations.
- Approximately 15,900 LF of 1.25-inch HDPE force main.
- Approximately 6,525 LF of 1.5-inch HDPE force main.
- Approximately 12,150 LF of 2-inch HDPE force main.
- Approximately 6,140 LF of 2.5-inch HDPE force main.
- Approximately 6,110 LF of 3-inch HDPE force main.
- Approximately 1,931 LF of 4-inch HDPE force main.

4.2.2.2 Capital Cost – Downtown East

Table 4-6 presents the EOPCC for this alternative and summarizes the items; Appendix B provides a detailed cost breakdown and the NPV calculations.

Table 4-6 EOPCC for Alternative 1 on Downtown East

Item	Description	Cost
1	Construction of LSs (473 LSs, electrical work, and mechanical equipment)	$7,236,900
2	Installation of sewer pipes and horizontal directional drilling (1.25-, 1.5-, 2-, 2.5-, 3-, and 4-inch diameter)	$4,552,014
3	Performance Bond and Contingencies	$2,569,983
	Total Bid Amount With Contingency	**$14,359,000**

4.2.2.3 Operation and Maintenance Costs – Downtown East

O&M costs were estimated based on the following assumptions:

- Annual maintenance cost for the grinder pumps is approximately $144. This annual cost considers replacement of miscellaneous parts due to normal wear and tear and replacement of the grinder pumps every 10 years. During the planning period, the pumps will need to be replaced two times.
- Annual energy cost: The annual energy cost was estimated assuming a cost per kilowatt-hour ($/kWh) of $0.12. Table 4-7 shows the annual energy cost for Alternative 1.

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Table 4-7 Alternative 1 Energy Cost per Year – Downtown East

Item	Value
Flow (gpd)	110
Pump Discharge (gpm)	11.5
Head (ft)	80
Pump Efficiency	0.8
Theoretical Horsepower Required (Hp)	0.29
Hours of Operation of Pump	0.16
Cost of Electricity ($/kWh)	$0.12
Daily Cost of Electricity per Pump ($)	$0.004
Number of Pumps	473
Total Annual Electricity Cost for the Project ($)	$714.56

Combining the annual maintenance and energy costs, Alternative 1 is expected to have an annual O&M cost of $68,826. To estimate the amount of the total annual maintenance during the planning horizon, we used an inflation rate of 3 percent and 20 years of annual payments in maintenance. The present value of the annual O&M cost for Alternative 1 is $1,023,965 for the entire Downtown East project.

Therefore, the NPV for Alternative 1 is $15.4 million. Table 4-8 shows the NPV calculation of Alternative 1.

Table 4-8 Alternative 1 Net Present Value – Downtown East

Item	Value
Annual Maintenance Cost per LS	$144
Annual Energy Cost per LS	$1.51
Total Annual O&M Cost for Alternative 1	$68,826
Inflation	3%
Planning Period	20 years
O&M Present Value	$1,023,965
Capital Cost	$14,359,000
NPV	$15,383,000

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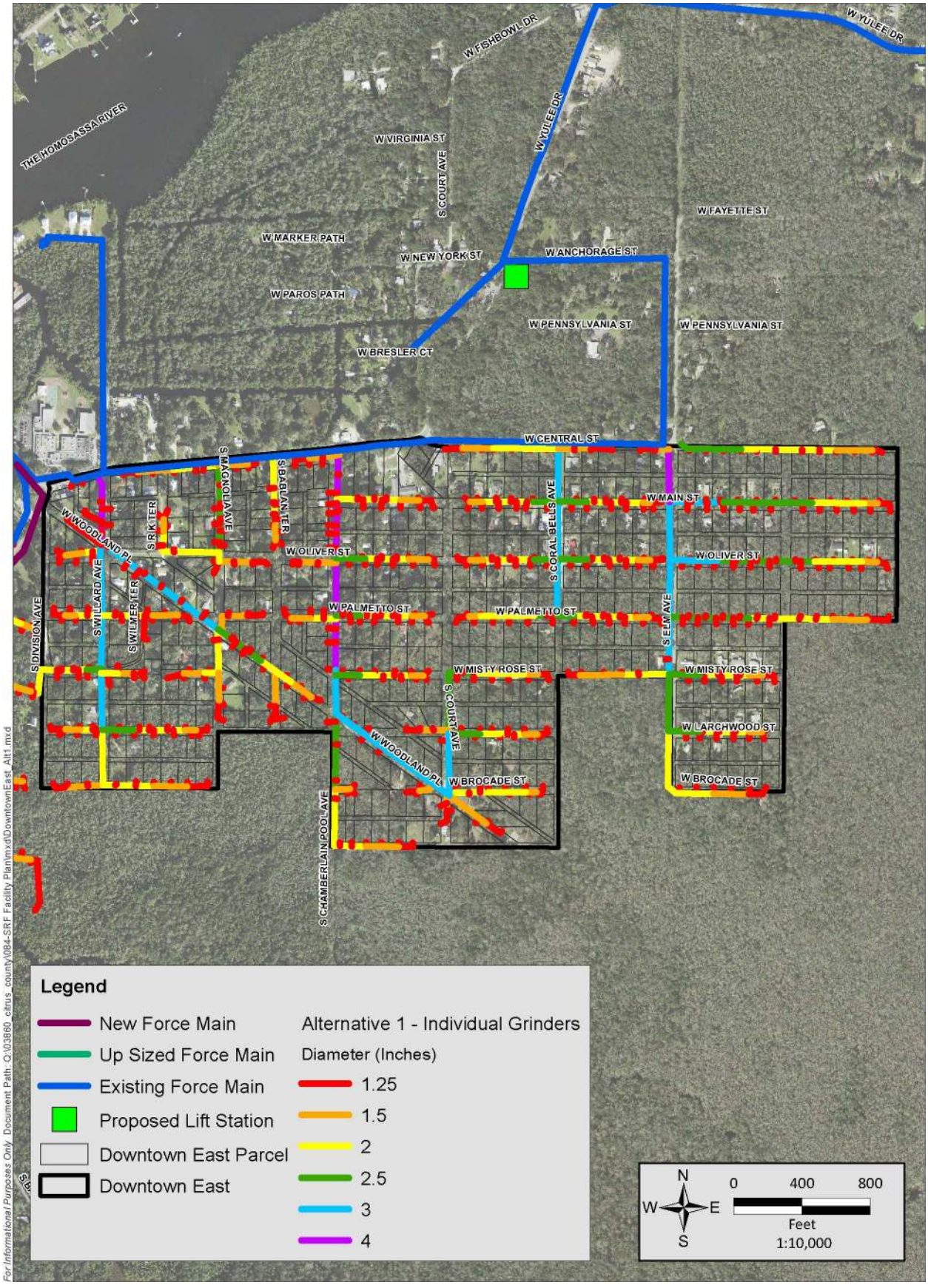
Figure 4-2 Alternative 1 Layout and Proposed Infrastructure – Downtown East



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4.2.3 Area 3: Downtown North

4.2.3.1 Proposed Infrastructure for Alternative 1 – Downtown North

Figure 4-3 shows the proposed layout for Alternative 1 for Downtown North project. The design involves installing the following in the Homosassa Downtown North project area:

- 129 simplex grinder pump stations.
- Approximately 16,121 LF of 1.25-inch HDPE pipe.
- Approximately 6,716 LF of 1.5-inch HDPE pipe.
- Approximately 12,150 LF of 2-inch HDPE pipe.
- Approximately 6,140 LF of 2.5-inch HDPE pipe.
- Approximately 6,010 LF of 3-inch HDPE pipe.
- Approximately 1,937 LF of 4-inch HDPE pipe.

4.2.3.2 Capital Cost – Downtown North

Table 4-9 presents the EOPCC for this alternative and summarizes the items; Appendix B provides a detailed cost breakdown and the NPV calculations.

Table 4-9 EOPCC for Alternative 1 on Downtown North

Item	Description	Cost
1	Construction of LSs (129 LSs, electrical work, and mechanical equipment)	$1,973,700
2	Installation of sewer pipes and horizontal directional drilling (1.25-, 1.5-, 2-, 2.5-, 3-, and 4-inch diameter)	$3,339,780
3	Performance Bond and Contingencies	$1,158,339
	Total Bid Amount With Contingency (Rounded)	**$6,472,000**

4.2.3.3 Operation and Maintenance Costs – Downtown North

O&M costs were estimated based on the following assumptions:

- Annual maintenance cost for the grinder pumps is approximately $144. This annual cost considers replacement of miscellaneous parts due to normal wear and tear and replacement of the grinder pumps every 10 years. During the planning period, the pumps will need to be replaced two times.
- Annual energy cost. The annual energy cost was estimated assuming a cost per kWh of $0.12. Table 4-10 shows the annual energy cost for Alternative 1.

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Table 4-10 Alternative 1 Energy Cost per Year – Downtown North

Item	Value
Flow (gpd)	110
Pump Discharge (gpm)	11.5
Head (ft)	80
Pump Efficiency	0.8
Theoretical Horsepower Required (Hp)	0.29
Hours of Operation of Pump	0.16
Cost of Electricity ($/kWh)	$0.12
Daily Cost of Electricity per Pump ($)	$0.004
Number of Pumps	129
Total Annual Electricity Cost for the Project	$195

Combining the annual maintenance and energy costs, Alternative 1 is expected to have an annual O&M cost of $18,771. To estimate the amount of the total annual maintenance during the planning horizon, we used an inflation rate of 3 percent and 20 years of annual payments in maintenance. The present value of the annual O&M cost for Alternative 1 is $279,263 for the entire Downtown North project.

Therefore, the NPV for Alternative 1 is $6.75 million. Table 4-11 shows the NPV calculation of Alternative 1.

Table 4-11 Alternative 1 Net Present Value – Downtown North

Item	Value
Annual Maintenance Cost per LS	$144
Annual Energy Cost per LS	$1.51
Total Annual O&M Cost for Alternative 1	$18,771
Inflation	3%
Planning Period	20 years
O&M Present Value	$279,263
Capital Cost	$6,472,000
NPV	$6,751,000

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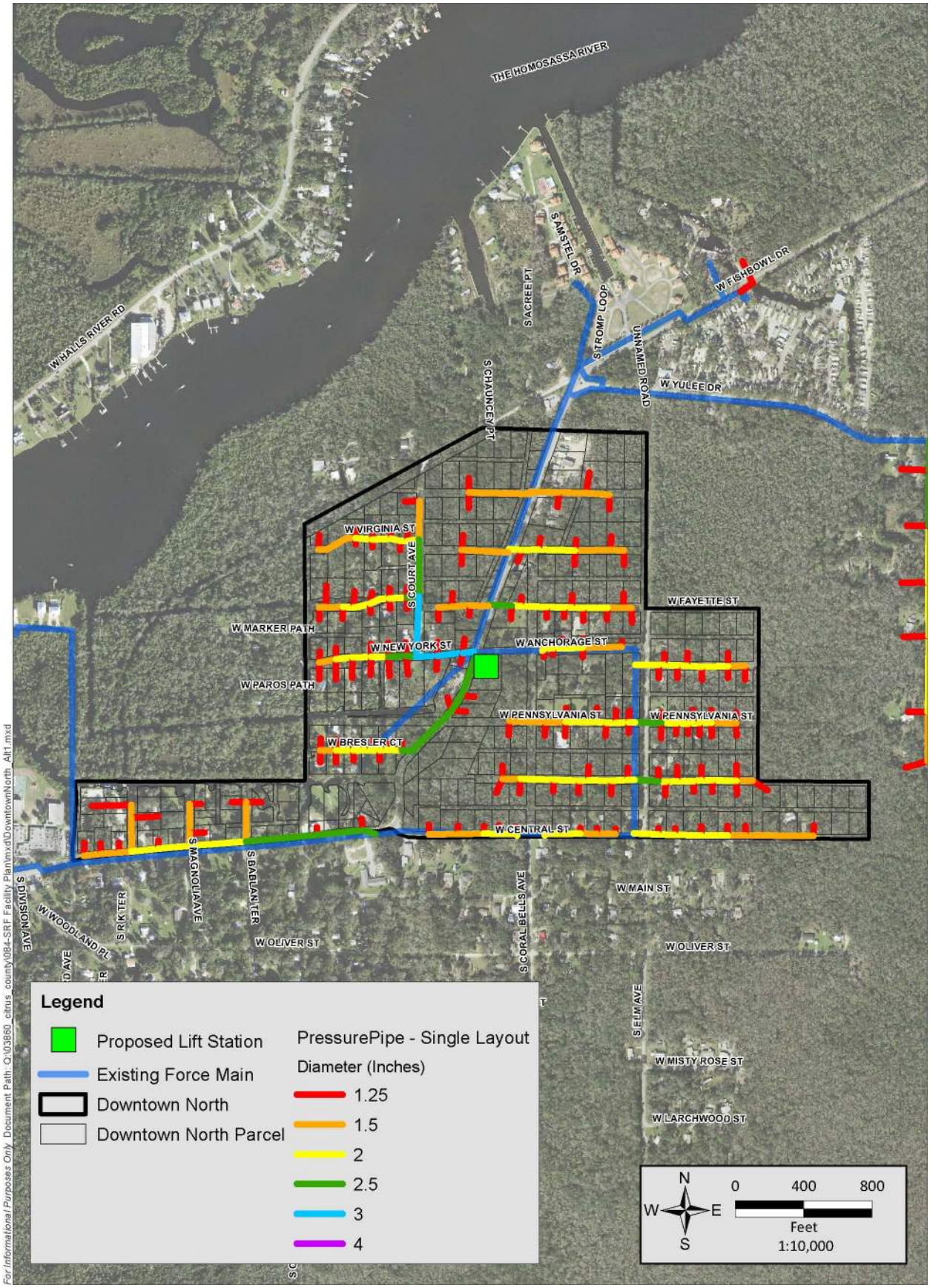
Figure 4-3 Alternative 1 Layout and Proposed Infrastructure – Downtown North



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4.2.4 Area 4: Homosassa Park

4.2.4.1 Proposed Infrastructure for Alternative 1 – Homosassa Park

Figure 4-4 shows the proposed layout for Alternative 1 for the Homosassa Park project. The design involves installing the following in the Homosassa Park project area:

- 89 simplex grinder pump stations.
- Approximately 7,881 LF of 1.25-inch HDPE pipe.
- Approximately 2,572 LF of 1.5-inch HDPE pipe.
- Approximately 3,530 LF of 2-inch HDPE pipe.
- Approximately 1,851 LF of 2.5-inch HDPE pipe.
- Approximately 470 LF of 3-inch HDPE pipe.

4.2.4.2 Capital Cost – Homosassa Park

Table 4-12 presents the EOPCC for this alternative and summarizes the items; Appendix B provides a detailed cost breakdown and the NPV calculations.

Table 4-12 EOPCC for Alternative 1 on Homosassa Park

Item	Description	Cost
1	Construction of LSs (89 LSs, electrical work, and mechanical equipment)	$1,361,700
2	Installation of sewer pipes and horizontal directional drilling (1.25-, 1.5-, 2-, 2.5-, and 3-inch diameter)	$1,914,378
3	Performance Bond and Contingencies	$714,185
	Total Bid Amount With Contingency	**$3,990,263**

4.2.4.3 Operation and Maintenance Costs – Homosassa Park

O&M costs were estimated based on the following assumptions:

- Annual maintenance cost for the grinder pumps is approximately $144. This annual cost considers replacement of miscellaneous parts due to normal wear and tear and replacement of the grinder pumps every 10 years. During the planning period, the pumps will need to be replaced two times.
- Annual energy cost. The annual energy cost was estimated assuming a cost per kWh of $0.12. Table 4-13 shows the annual energy cost for Alternative 1.

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Table 4-13 Alternative 1 Energy Cost per Year – Homosassa Park

Item	Value
Flow (gpd)	110
Pump Discharge (gpm)	11.5
Head (ft)	80
Pump Efficiency	0.8
Theoretical Horsepower Required (Hp)	0.29
Hours of Operation of Pump	0.16
Cost of Electricity ($/kWh)	$0.12
Daily Cost of Electricity per Pump ($)	$0.004
Number of Pumps	89
Total Annual Electricity Cost for the Project	$134

Combining the annual maintenance and energy costs, Alternative 1 is expected to have an annual O&M cost of $12,950. To estimate the amount of the total annual maintenance during the planning horizon, we used an inflation rate of 3 percent and 20 years of annual payments in maintenance. The present value of the annual O&M cost for Alternative 1 is $192,670 for the entire Homosassa Park project.

Therefore, the NPV for Alternative 1 is $4.18 million. Table 4-14 shows the NPV calculation of Alternative 1.

Table 4-14 Alternative 1 Net Present Value – Homosassa Park

Item	Value
Annual Maintenance Cost per LS	$144
Annual Energy Cost per LS	$1.51
Total annual O&M Cost for Alternative 1	$12,950
Inflation	3%
Planning Period	20 years
O&M Present Value	$192,670
Capital Cost	$3,990,263
NPV	$4,183,000

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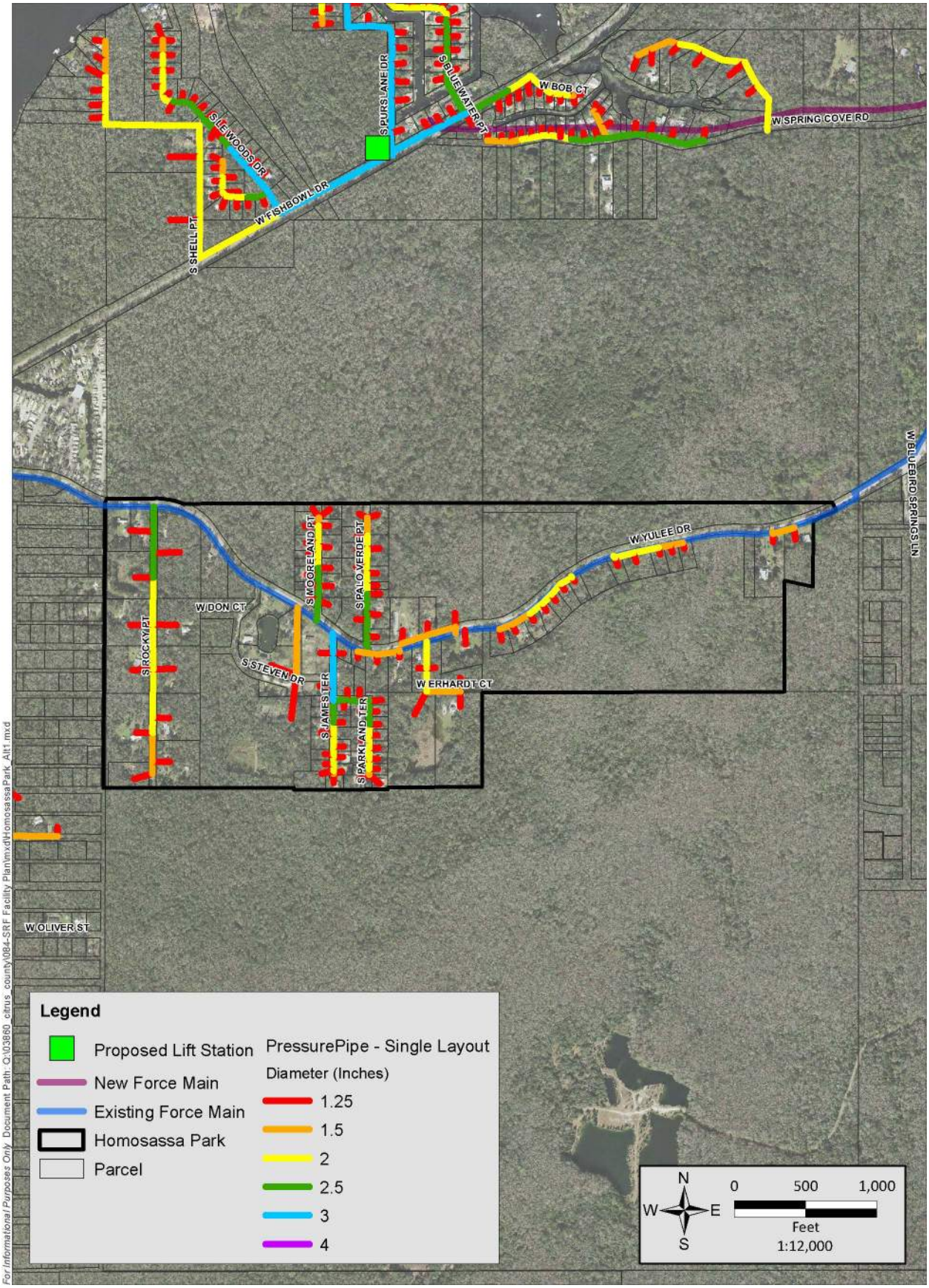
Figure 4-4 Alternative 1 Layout and Proposed Infrastructure – Homosassa Park



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4.2.5 Area 5: Rooks

4.2.5.1 Proposed Infrastructure for Alternative 1 –Rooks

Figure 4-5 shows the proposed layout for Alternative 1 for the Rooks project. The design involves installing the following in the Rooks project area:

- 163 simplex grinder pump stations.
- Approximately 15,784 LF of 1.25-inch HDPE pipe.
- Approximately 6,351 LF of 1.5-inch HDPE pipe.
- Approximately 4,874 LF of 2-inch HDPE pipe.
- Approximately 3,440 LF of 2.5-inch HDPE pipe.
- Approximately 2,964 LF of 3-inch HDPE pipe.

4.2.5.2 Capital Cost – Rooks

Table 4-15 presents the EOPCC for this alternative and summarizes the items; Appendix B provides a detailed cost breakdown and the NPV calculations.

Table 4-15 EOPCC for Alternative 1 – Rooks

Item	Description	Cost
1	Construction of LSs (163 LSs, electrical work, and mechanical equipment)	$2,493,900
2	Installation of sewer pipes and horizontal directional drilling (1.25-, 1.5-, 2-, 2.5-, and 3-inch diameter)	$3,209,739
3	Performance Bond and Contingencies	$1,243,393
	Total Bid Amount With Contingency	**$6,947,000**

4.2.5.3 Operation and Maintenance Costs – Rooks

O&M costs were estimated based on the following assumptions:

- Annual maintenance cost for the grinder pumps is approximately $144. This annual cost considers replacement of miscellaneous parts due to normal wear and tear and replacement of the grinder pumps every 10 years. During the planning period, the pumps will need to be replaced two times.
- Annual energy cost. The annual energy cost was estimated assuming a cost per $/kWh of $0.12. Table 4-16 shows the annual energy cost for Alternative 1.

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Table 4-16 Alternative 1 Energy Cost per Year – Rooks

Item	Value
Flow (gpd)	110
Pump Discharge (gpm)	11.5
Head (ft)	80
Pump Efficiency	0.8
Theoretical Horsepower Required (Hp)	0.29
Hours of Operation of Pump	0.16
Cost of Electricity ($/kWh)	$0.12
Daily Cost of Electricity per Pump ($)	$0.004
Number of Pumps	163
Total Annual Electricity Cost for the Project	$246

Combining the annual maintenance and energy costs, Alternative 1 is expected to have an annual O&M cost of $23,718. To estimate the amount of the total annual maintenance during the planning horizon, we used an inflation rate of 3 percent and 20 years of annual payments in maintenance. The present value of the annual O&M cost for Alternative 1 is $352,868 for the entire Rooks project.

Therefore, the NPV for Alternative 1 is $7.30 million. Table 4-17 shows the NPV calculation of Alternative 1.

Table 4-17 Alternative 1 Net Present Value – Rooks

Item	Value
Annual Maintenance Cost per LS	$144
Annual Energy Cost per LS	$1.51
Total Annual O&M Cost for Alternative 1	$23,718
Inflation	3%
Planning Period	20 years
O&M Present Value	$352,868
Capital Cost	$6,947,032
NPV	$7,300,000

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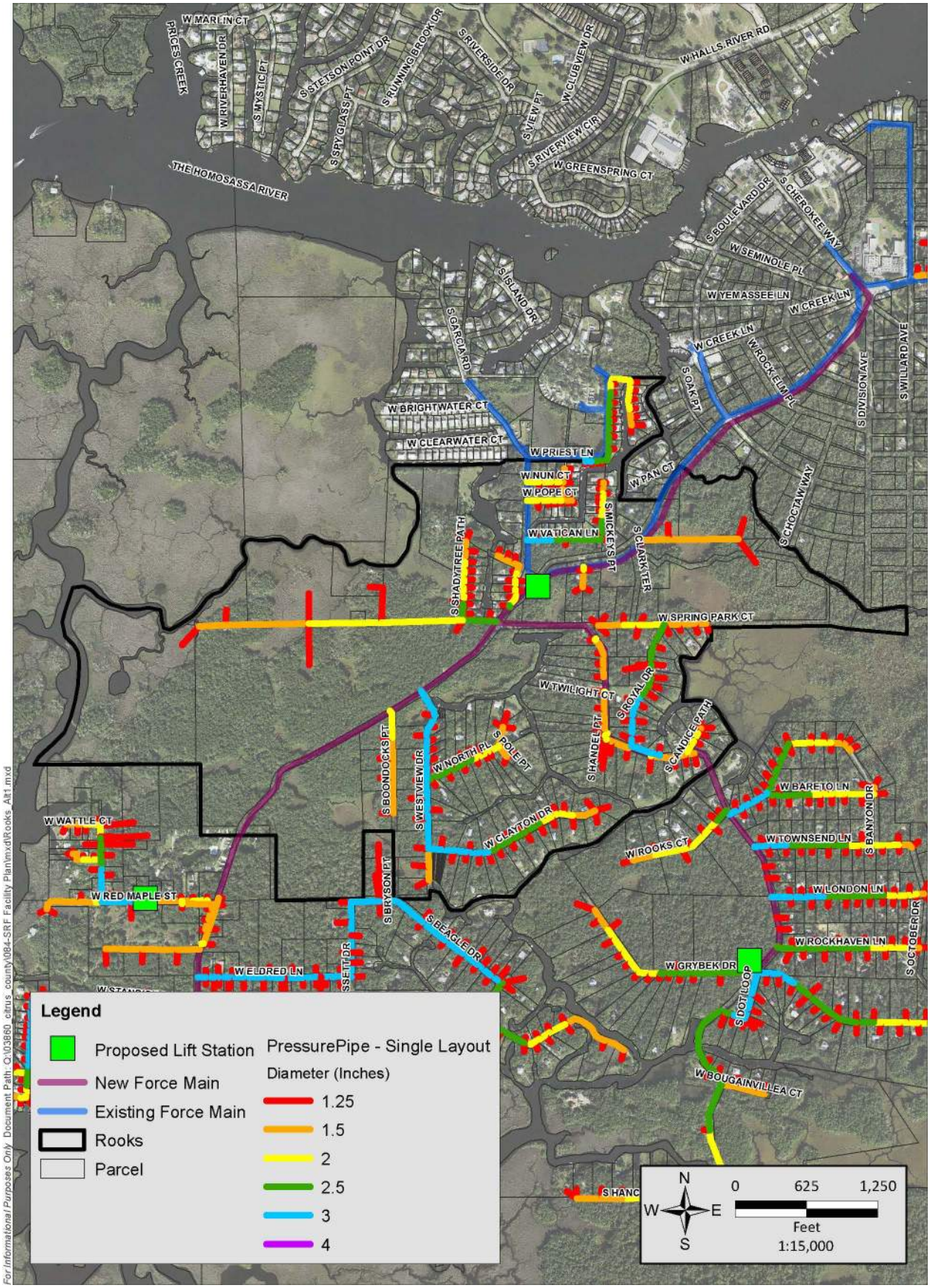
Figure 4-5 Alternative 1 Layout and Proposed Infrastructure – Rooks



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4.2.6 Area 6: Homosassa Retreats

4.2.6.1 Proposed Infrastructure for Alternative 1 – Homosassa Retreats

Figure 4-6 shows the proposed layout for Alternative 1 for the Homosassa Retreats project. The design involves installing the following in the Homosassa Retreats project area:

- 104 simplex grinder pump stations.
- Approximately 12,954 LF of 1.25-inch HDPE pipe.
- Approximately 2,113 LF of 1.5-inch HDPE pipe.
- Approximately 5,218 LF of 2-inch HDPE pipe.
- Approximately 5,761 LF of 2.5-inch HDPE pipe.
- Approximately 1,988 LF of 3-inch HDPE pipe.

4.2.6.2 Capital Cost – Homosassa Retreats

Table 4-18 presents the EOPCC for this alternative and summarizes the items; Appendix B provides a detailed cost breakdown and the NPV calculations.

Table 4-18 EOPCC for Alternative 2 on Homosassa Retreats

Item	Description	Cost
1	Construction of LSs (104 LSs, electrical work, and mechanical equipment)	$1,591,200
2	Installation of sewer pipes and horizontal directional drilling (1.25-, 1.5-, 2-, 2.5-, and 3-inch diameter)	$2,968,362
3	Performance Bond and Contingencies	$993,984
	Total Bid Amount With Contingency	**$5,554,000**

4.2.6.3 Operation and Maintenance Costs – Homosassa Retreats

O&M costs were estimated based on the following assumptions:

- Annual maintenance cost for the grinder pumps is approximately $144. This annual cost considers replacement of miscellaneous parts due to normal wear and tear and replacement of the grinder pumps every 10 years. During the planning period, the pumps will need to be replaced two times.
- Annual energy cost. The annual energy cost was estimated assuming a cost per $/kWh of $0.12. Table 4-19 shows the annual energy cost for Alternative 1.

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Table 4-19 Alternative 1 Energy Cost per Year – Homosassa Retreats

Item	Value
Flow (gpd)	110
Pump Discharge (gpm)	11.5
Head (ft)	80
Pump Efficiency	0.8
Theoretical Horsepower Required (Hp)	0.29
Hours of Operation of Pump	0.16
Cost of Electricity ($/kWh)	$0.12
Daily Cost of Electricity per Pump ($)	$0.004
Number of Pumps	104
Total Annual Electricity Cost for the Project	$157

Combining the annual maintenance and energy costs, Alternative 1 is expected to have an annual O&M cost of $15,133. To estimate the amount of the total annual maintenance cost during the planning horizon, we used an inflation rate of 3 percent and 20 years of annual payments in maintenance. The present value of the annual O&M cost for Alternative 1 is $225,142 for the entire Homosassa Retreats project.

Therefore, the NPV for Alternative 1 is $5.77 million. Table 4-20 shows the NPV calculation of Alternative 1.

Table 4-20 Alternative 1 Net Present Value – Homosassa Retreats

Item	Value
Annual Maintenance Cost per LS	$144
Annual Energy Cost per LS	$1.51
Total Annual O&M Cost for Alternative 1	$15,133
Inflation	3%
Planning Period	20 years
O&M Present Value	$225,142
Capital Cost	$5,554,000
NPV	$5,765,000

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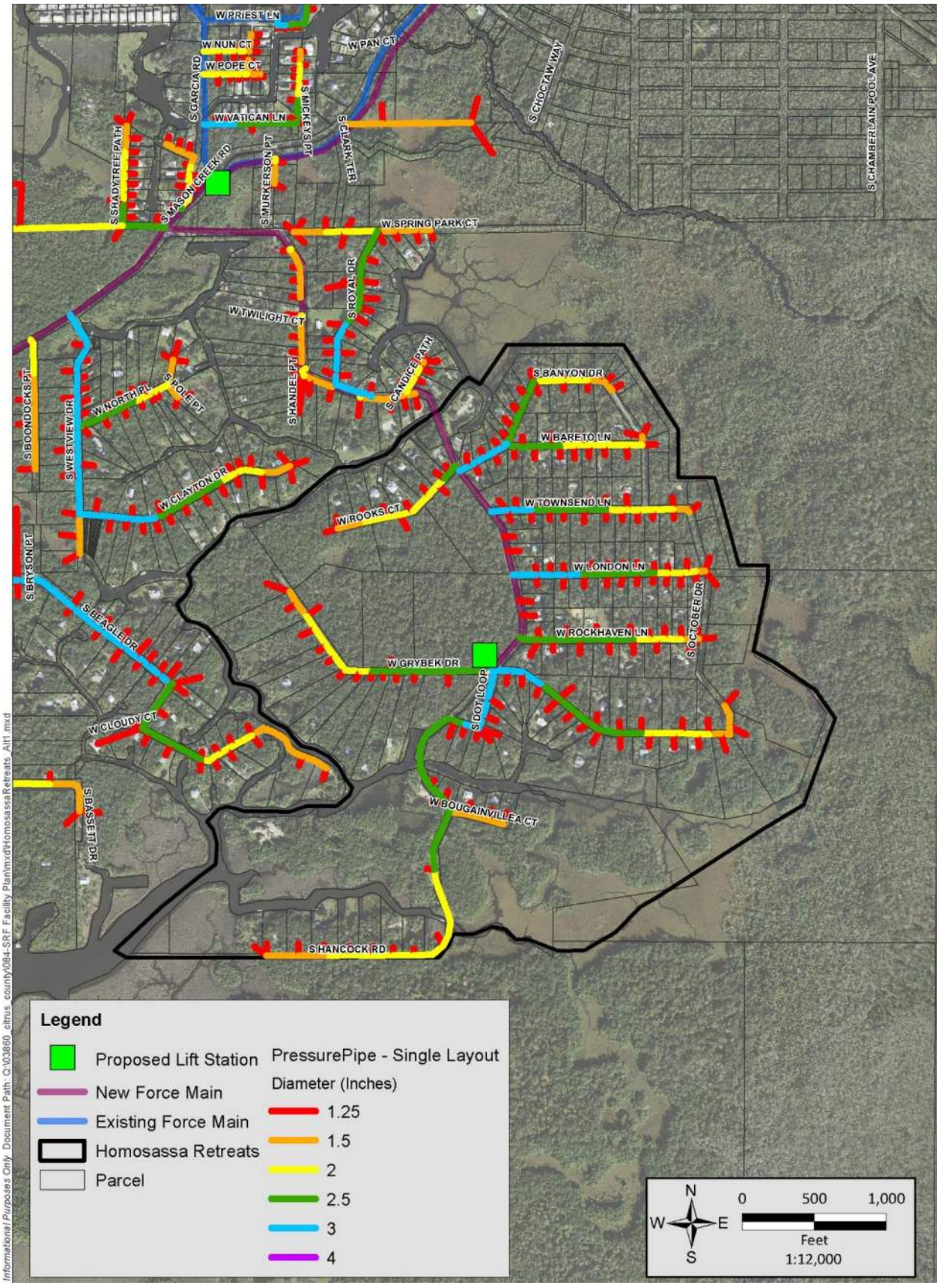
Figure 4-6 Alternative 1 Layout and Proposed Infrastructure – Homosassa Retreats



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4.2.7 AREA 7: CEDARS

4.2.7.1 Proposed Infrastructure for Alternative 1 – Cedars

Figure 4-7 shows the proposed layout for Alternative 1 for the Cedars project. The design involves installing the following in the Cedars project area:

- 23 simplex grinder pump stations.
- Approximately 3,551 LF of 1.25-inch HDPE pipe.
- Approximately 2,866 LF of 1.5-inch HDPE pipe.
- Approximately 611 LF of 2-inch HDPE pipe.
- Approximately 277 LF of 2.5-inch HDPE pipe.
- Approximately 664 LF of 3-inch HDPE pipe.

4.2.7.2 Capital Cost – Cedars

Table 4-21 presents the EOPCC for this alternative and summarizes the items; Appendix B provides a detailed cost breakdown and the NPV calculations.

Table 4-21 EOPCC for Alternative 1 on Homosassa Cedars

Item	Description	Cost
1	Construction of LSs (23 LSs, electrical work, and mechanical equipment)	$351,900
2	Installation of sewer pipes and horizontal directional drilling (1.25-, 1.5-, 2-, 2.5-, and 3-inch diameter)	$769,272
3	Performance Bond and Contingencies	$244,416
	Total Bid Amount With Contingency	**$1,366,000**

4.2.7.3 Operation and Maintenance Costs – Cedars

O&M costs were estimated based on the following assumptions:

- Annual maintenance cost for the grinder pumps is approximately $144. This annual cost considers replacement of miscellaneous parts due to normal wear and tear and replacement of the grinder pumps every 10 years. During the planning period, the pumps will need to be replaced two times.
- Annual energy cost. The annual energy cost was estimated assuming a cost per $/kWh of $0.12. Table 4-22 shows the annual energy cost for Alternative 1.

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Table 4-22 Alternative 1 Energy Cost per Year – Cedars

Item	Value
Flow (gpd)	110
Pump Discharge (gpm)	11.5
Head (ft)	80
Pump Efficiency	0.8
Theoretical Horsepower Required (Hp)	0.29
Hours of Operation of Pump	0.16
Cost of Electricity ($/kWh)	$0.12
Daily Cost of Electricity per Pump ($)	$0.004
Number of Pumps	23
Total Annual Electricity Cost for the Project	$35

Combining the annual maintenance and energy costs, Alternative 1 is expected to have an annual O&M cost of $3,347. To estimate the amount of the total annual maintenance during the planning horizon, we used an inflation rate of 3 percent and 20 years of annual payments in maintenance. The present value of the annual O&M cost for Alternative 1 is $49,791 for the entire Cedars project.

Therefore, the NPV for Alternative 1 is $1.42 million. Table 4-23 shows the NPV calculation of Alternative 1.

Table 4-23 Alternative 1 Net Present Value – Cedars

Item	Value
Annual Maintenance Cost per LS	$144
Annual Energy Cost per LS	$1.51
Total Annual O&M Cost for Alternative 1	$3,347
Inflation	3%
Planning Period	20 years
O&M Present Value	$49,791
Capital Cost	$1,366,000
NPV	$1,416,000

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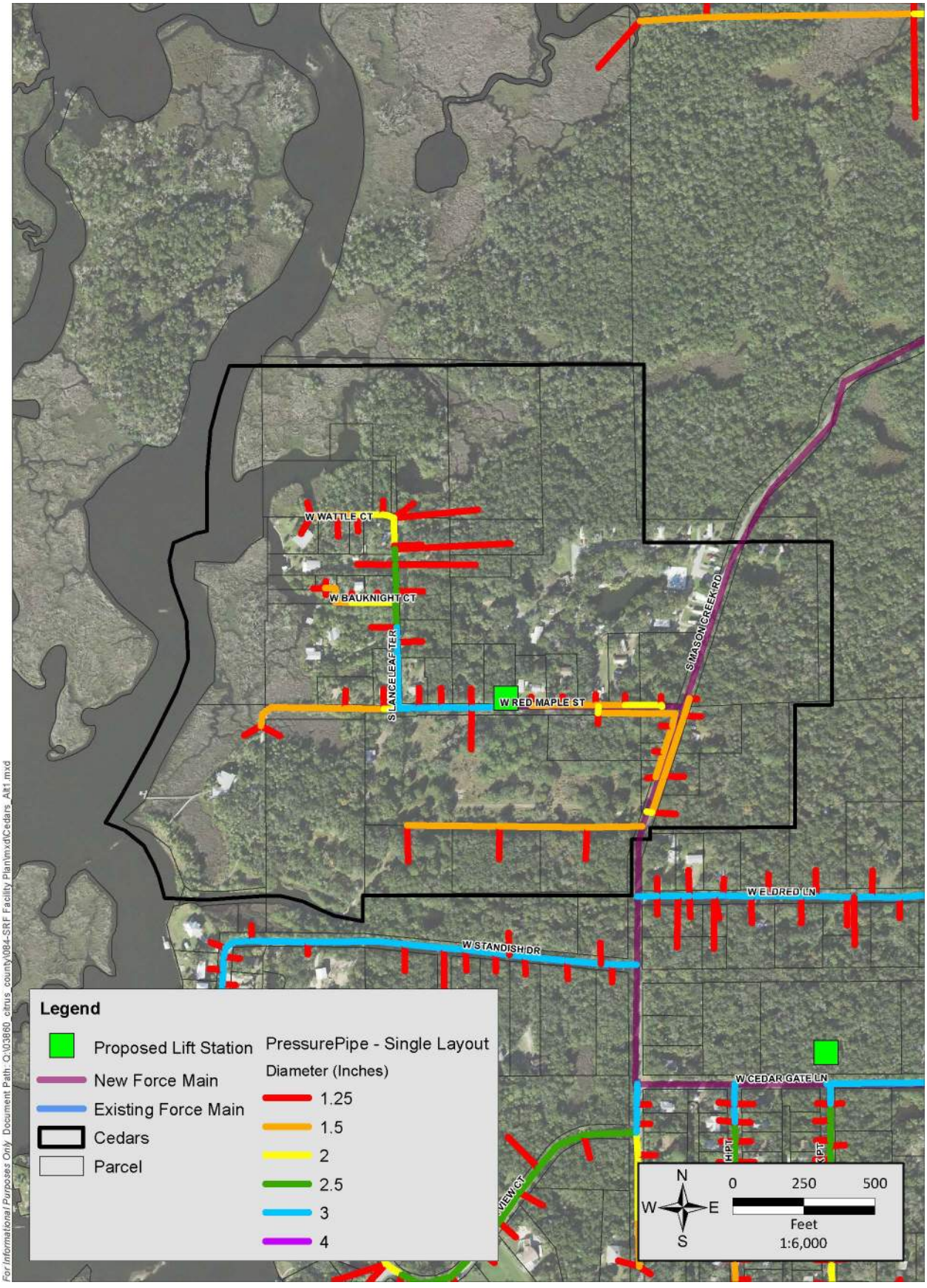
Figure 4-7 Alternative 1 Layout and Proposed Infrastructure – Cedars



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4.2.8 Area 8: Mason Creek

4.2.8.1 Proposed Infrastructure for Alternative 1 – Mason Creek

Figure 4-8 shows the proposed layout for Alternative 1 for the Mason Creek project. The design involves installing the following in the Mason Creek project area:

- 160 simplex grinder pump stations.
- Approximately 15,501 LF of 1.25-inch HDPE pipe.
- Approximately 2,055 LF of 1.5-inch HDPE pipe.
- Approximately 3,424 LF of 2-inch HDPE pipe.
- Approximately 3,525 LF of 2.5-inch HDPE pipe.
- Approximately 5,971 LF of 3-inch HDPE pipe.

4.2.8.2 Capital Cost – Mason Creek

Table 4-24 presents the EOPCC for this alternative and summarizes the items; Appendix B provides a detailed cost breakdown and the NPV calculations.

Table 4-24 EOPCC for Alternative 1 on Mason Creek

Item	Description	Cost
1	Construction of LSs (160 LSs, electrical work, and mechanical equipment)	$2,448,000
2	Installation of sewer pipes and horizontal directional drilling (1.25-, 1.5-, 2-, 2.5-, and 3-inch diameter)	$2,863,811
3	Performance Bond and Contingencies	$1,157,975
	Total Bid Amount With Contingency	**$6,470,000**

4.2.8.3 Operation and Maintenance Costs – Mason Creek

O&M costs were estimated based on the following assumptions:

- Annual maintenance cost for the grinder pumps is approximately $144. This annual cost considers replacement of miscellaneous parts due to normal wear and tear and replacement of the grinder pumps every 10 years. During the planning period, the pumps will need to be replaced two times.
- Annual energy cost. The annual energy cost was estimated assuming a cost per $/kWh of $0.12. Table 4-25 shows the annual energy cost for Alternative 1.

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Table 4-25 Alternative 1 Energy Cost per Year – Mason Creek

Item	Value
Flow (gpd)	110
Pump Discharge (gpm)	11.5
Head (ft)	80
Pump Efficiency	0.8
Theoretical Horsepower Required (Hp)	0.29
Hours of Operation of Pump	0.16
Cost of Electricity ($/kWh)	$0.12
Daily Cost of Electricity per Pump ($)	$0.004
Number of Pumps	160
Total Annual Electricity Cost for the Project	$242

Combining the annual maintenance and energy costs, Alternative 1 is expected to have an annual O&M cost of $23,282. To estimate the amount of the total annual maintenance during the planning horizon, we used an inflation rate of 3 percent and 20 years of annual payments in maintenance. The present value of the annual O&M cost for Alternative 1 is $346,373 for the entire Mason Creek project.

Therefore, the NPV for Alternative 1 is $6.82 million. Table 4-26 shows the NPV calculation of Alternative 1.

Table 4-26 Alternative 1 Net Present Value – Mason Creek

Item	Value
Annual Maintenance Cost per LS	$144
Annual energy Cost per LS	$1.51
Total Annual O&M Cost for Alternative 1	$23,282
Inflation	3%
Planning Period	20 years
O&M Present Value	$346,373
Capital Cost	$6,470,000
NPV	$6,816,000

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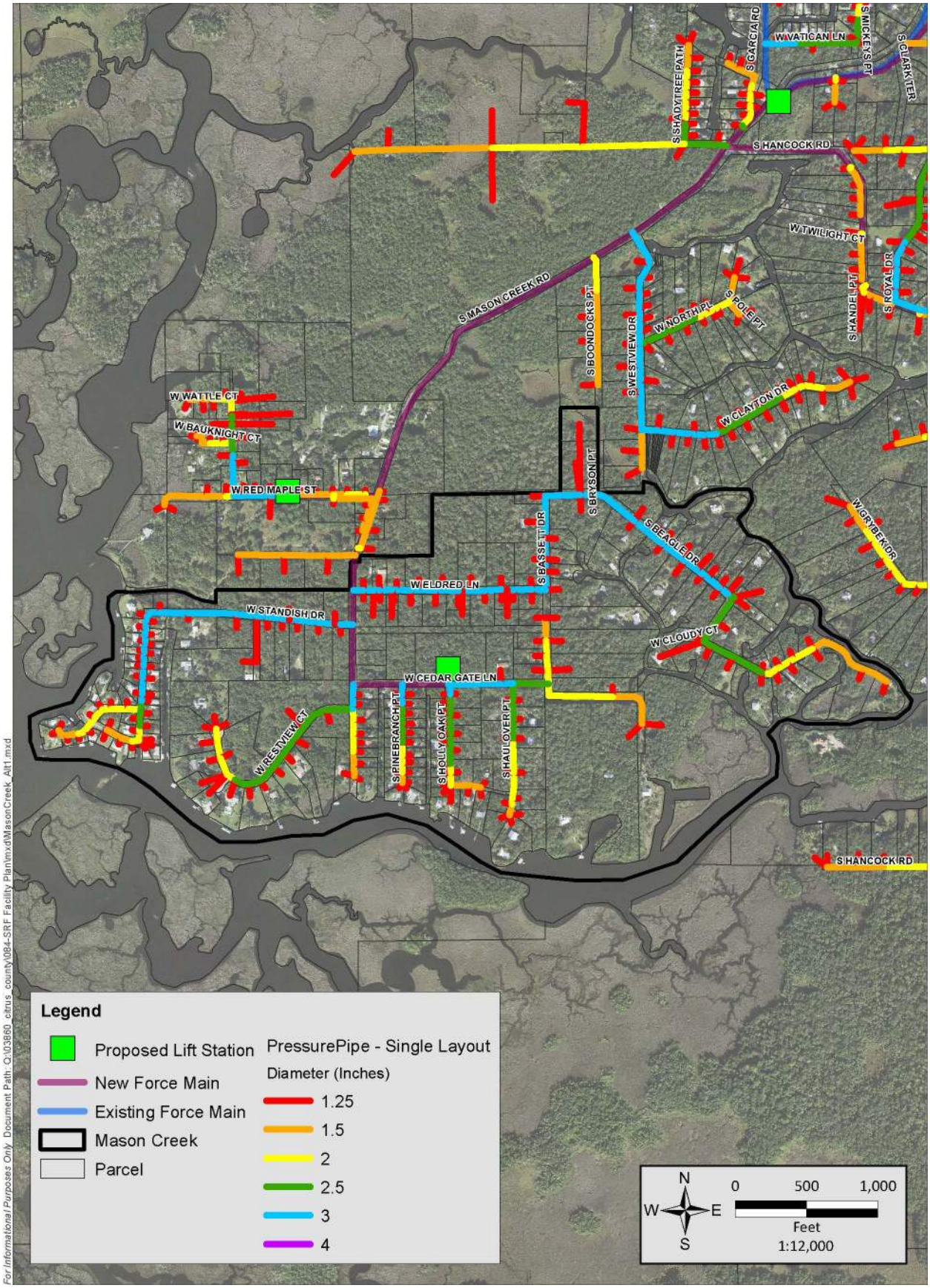
Figure 4-8 Alternative 1 Layout and Proposed Infrastructure – Mason Creek



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4.2.9 AREA 9: HOMOSASSA PH-05

4.2.9.1 Proposed Infrastructure for Alternative 1 – Homosassa Ph-05

Figure 4-9 shows the proposed layout for Alternative for the Homosassa Ph-05 project. The design involves installing the following in the Homosassa Ph-05 project area:

- 115 simplex grinder pump stations.
- Approximately 9,141 LF of 1.25-inch HDPE pipe.
- Approximately 1,635 LF of 1.5-inch HDPE pipe.
- Approximately 6,435 LF of 2-inch HDPE pipe.
- Approximately 2,784 LF of 2.5-inch HDPE pipe.
- Approximately 3,800 LF of 3-inch HDPE pipe.

4.2.9.2 Capital Cost – Homosassa Ph-05

Table 4-27 presents the EOPCC for this alternative and summarizes the items; Appendix B provides a detailed cost breakdown and the NPV calculations.

Table 4-27 EOPCC for Alternative 1 on Homosassa Ph-05

Item	Description	Cost
1	Construction of LSs (115 LSs, electrical work, and mechanical equipment)	$1,759,500
2	Installation of sewer pipes and horizontal directional drilling (1.25-, 1.5-, 2-, 2.5-, and 3-inch diameter)	$2,734,348
3	Performance Bond and Contingencies	$979,659
	Total Bid Amount With Contingency	**$5,474,000**

4.2.9.3 Operation and Maintenance Costs – Homosassa Ph-05

O&M costs were estimated based on the following assumptions:

- Annual maintenance cost for the grinder pumps is approximately $144. This annual cost considers replacement of miscellaneous parts due to normal wear and tear and replacement of the grinder pumps every 10 years. During the planning period, the pumps will need to be replaced two times.
- Annual energy cost. The annual energy cost was estimated assuming a cost per $/kWh of $0.12. Table 4-28 shows the annual energy cost for Alternative 1.

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Table 4-28 Alternative 1 Energy Cost per Year – Homosassa Ph-05

Item	Value
Flow (gpd)	110
Pump Discharge (gpm)	11.5
Head (ft)	80
Pump Efficiency	0.8
Theoretical Horsepower Required (Hp)	0.29
Hours of Operation of Pump	0.16
Cost of Electricity ($/kWh)	$0.12
Daily Cost of Electricity per Pump ($)	$0.004
Number of Pumps	115
Total Annual Electricity Cost for the Project	$174

Combining the annual maintenance and energy costs, Alternative 1 is expected to have an annual O&M cost of $16,734. To estimate the amount of the total annual maintenance cost during the planning horizon, we used an inflation rate of 3 percent and 20 years of annual payments in maintenance. The present value of the annual O&M cost for Alternative 1 is $248,956 for the entire Homosassa Ph-05 project.

Therefore, the NPV for Alternative 1 is $5.72 million. Table 4-29 shows the NPV calculation of Alternative 1.

Table 4-29 Alternative 1 Net Present Value – Homosassa Ph-05

Item	Value
Annual Maintenance Cost per LS	$144
Annual Energy Cost per LS	$1.51
Total Annual O&M Cost for Alternative 1	$16,734
Inflation	3%
Planning Period	20 years
O&M Present Value	$248,956
Capital Cost	$5,474,000
NPV	$5,723,000

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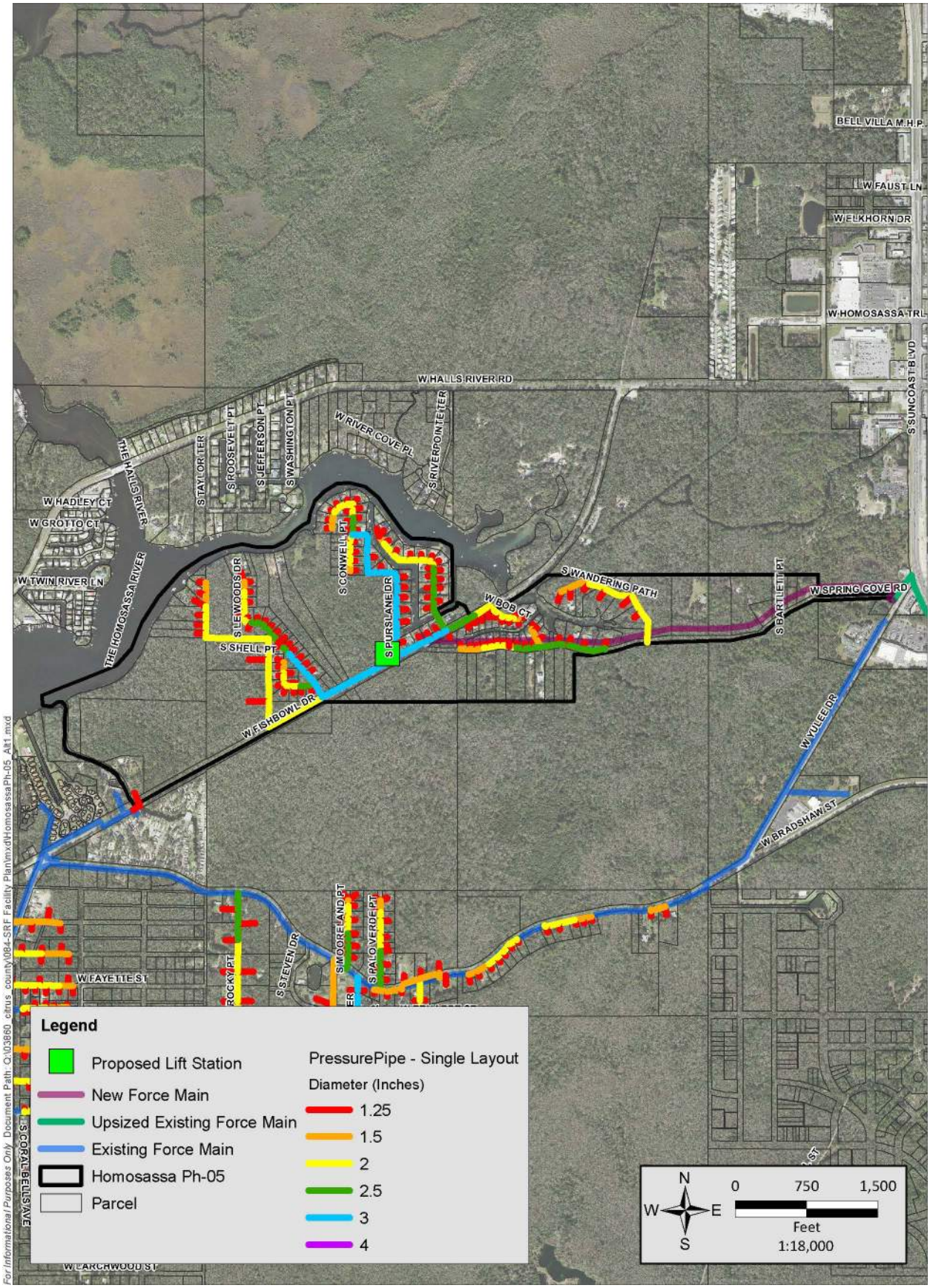
Figure 4-9 Alternative 1 Layout and Proposed Infrastructure – Homosassa Ph-05



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4.3 Alternative 2: Hybrid Gravity Collection System and Duplex Low-Pressure Pump Stations

Alternative 2 is a combined gravity and low-pressure collection system. This system uses shallow 6-inch gravity laterals mains to collect and transfer wastewater flows from multiple homes to a common duplex LS.

Wastewater from the residents flows through gravity service lines and continues through gravity transmission mains within the ROWs to the duplex grinder pump station within the ROWs. This duplex grinder pump station arrangement will have one pump in stand-by. The waste is ground into slurry and then pumped through small-diameter force mains to treatment facilities. Above-grade components for the duplex grinder pump stations consist of a pole-mounted electrical panel containing disconnects and alarms. Typical floats are used to control the pumps operation.

Each duplex grinder pump station basin serves up to nine single-family residences, including improved and unimproved lots. The basin is 42-inch diameter, has an H-20 rated composite cover, and requires a varying depth based on slope constraints.

The final depths will be determined during design using a 1-percent slope for 4-inch-diameter gravity yard pipes and laterals. These slopes maintain self-scouring velocities while not allowing the liquids and solids to separate.

Table 4-30 summarizes the advantages and disadvantages of gravity sewers combined with duplex grinder pump stations.

Table 4-30 Alternative 2 – Combined Gravity and Low-Pressure, Advantages and Disadvantages

Advantages	Disadvantages
The combined gravity/low-pressure system has 189 fewer LSs for the County's maintenance personnel to operate and maintain.	The depth required for installing the pipe ranges from 4 to 6 feet, making the gravity portion of the system relatively expensive to construct and disruptions to homeowners significant during construction (while installing the system and repaving the streets).
Pumps can be more efficient and reduce overall O&M costs compared to Alternative 1.	Potential conflicts between the wastewater lines and other utilities (e.g., storm sewers).
A pump backup is provided in case of lead pump failure.	Higher likelihood of infiltration and inflow due to increased quantities of the gravity collection system.
Reduces septic conditions during periods of low flow compared to Alternative 1.	Flows are conveyed using more piping, which add complexity to the network.

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4.3.1 Area 1: Downtown West

4.3.1.1 Proposed Infrastructure for Alternative 2

Figure 4-10 shows a layout of the preliminary design for Old Homosassa Downtown West with Alternative 2. The design involves installing the following in the Downtown West neighborhood:

- 32 duplex grinder pump stations.
- Approximately 4,800 LF of 1.5-inch HDPE force main pipe.
- Approximately 5,700 LF of 2-inch HDPE force main pipe.
- Approximately 705 LF of 3-inch HDPE force main pipe.
- Approximately 50 LF of 4-inch HDPE force main pipe.
- Approximately 14,210 LF of 6-inch PVC gravity sewer lateral pipe.

4.3.1.2 Capital Cost – Downtown West

Table 4-31 presents the EOPCC for this alternative and summarizes the items; Appendix B provides a detailed cost breakdown and the NPV calculations.

Table 4-31 EOPCC for Alternative 2 on Downtown West

Item	Description	Cost
1	Construction of LSs (32 duplex LSs, electrical work, and mechanical equipment)	$3,008,000
2	Installation of sewer pipes and horizontal directional drilling (1.5-, 2-, 3-, and 4-inch diameter force main and 6-inch gravity sewer)	$3,681,037
3	Performance Bond and Contingencies	$1,458,210
	Total Bid Amount With Contingency	**$8,147,000**

4.3.1.3 O&M Cost – Downtown West

O&M costs were estimated based on the following assumptions:

- Annual maintenance cost for the grinder pumps is about $144; therefore, considering that this project has two pumps per LS, the annual maintenance cost will be $288. This annual cost considers replacing minor pieces due to normal wear and tear and replacing the grinder pumps every 10 years. During the planning period, the pumps will need to be replaced two times.
- Annual energy cost: The annual energy cost was estimated assuming a cost per $/kWh of $0.12. Table 4-32 shows the annual energy cost for Alternative 2.

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Table 4-32 Alternative 2 Energy Cost

Item	Value
Flow (gpd)	990
Pump Discharge (gpm)	11.5
Head (ft)	80
Pump Efficiency	0.8
Theoretical Horsepower Required (Hp)	0.29
Hours of Operation of Pump	1.43
Cost of Electricity ($/kw.hr)	0.12
Total Annual Electricity Cost for the Project	$435

Combining the annual maintenance and energy costs, Alternative 2 is expected to have an annual O&M cost of $9,651. To estimate the amount of the total annual maintenance during the planning horizon, we used an inflation rate of 3 percent and 20 years of annual payments in maintenance. The present value of the annual O&M cost for Alternative 2 is $143,584 for the entire Downtown West project.

Therefore, the NPV for Alternative 2 is $8.29 million. Table 4-33 shows the NPV calculation of Alternative 2.

Table 4-33 Alternative 2 Net Present Value for Downtown West

Item	Value
Annual Maintenance Cost per LS	$288
Annual Energy Cost per LS	$13.60
Total Annual O&M Cost for Alternative 2	$9,651
Inflation	3%
Planning Period	20 years
O&M Present Value	$143,584
Capital Cost	$8,147,000
NPV	$8,291,000

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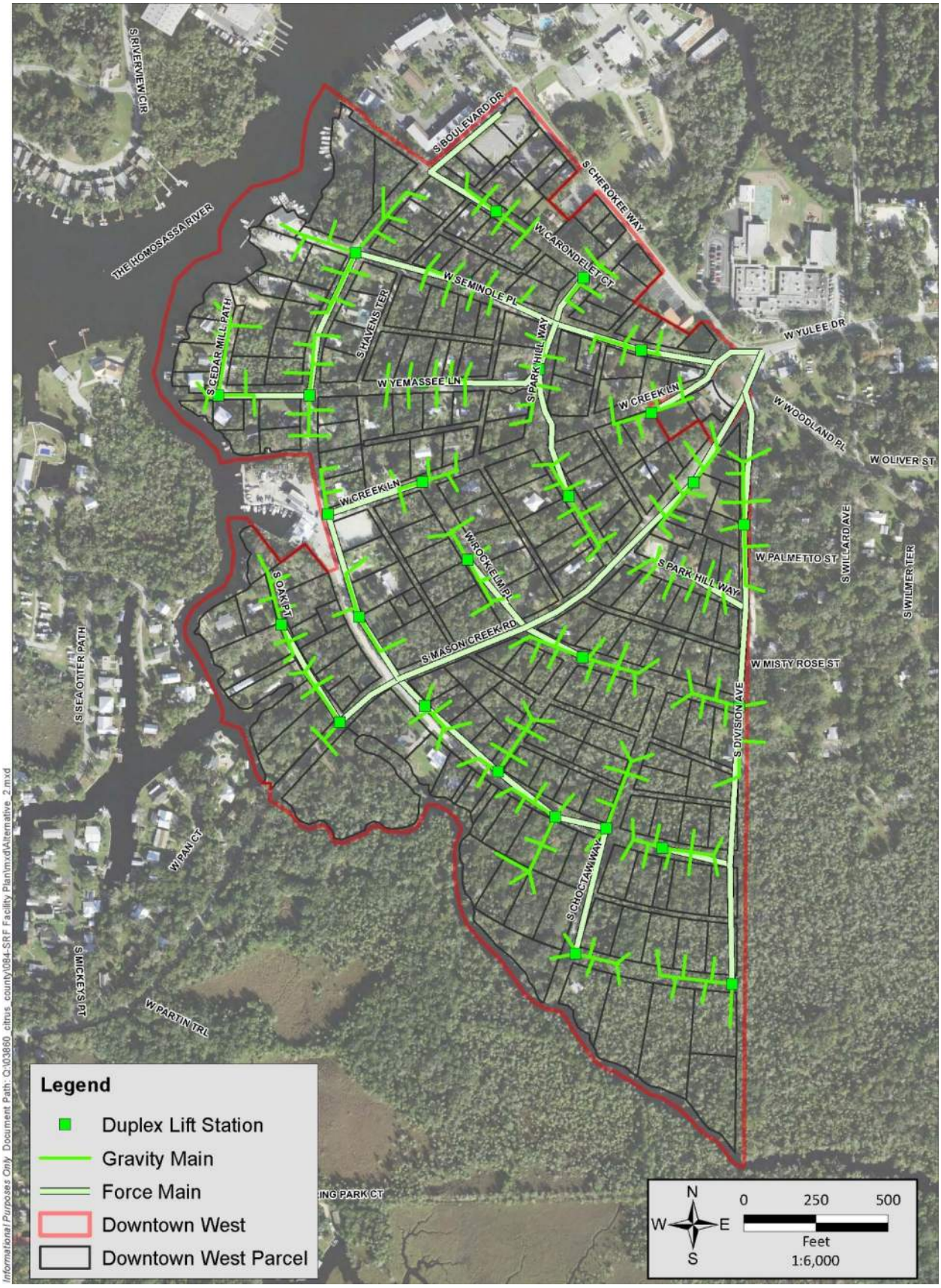
Figure 4-10 Alternative 2 Layout and Proposed Infrastructure for Downtown West



4.3.2 Area 2: Downtown East

4.3.2.1 Proposed Infrastructure for Alternative 2 – Downtown East

Figure 4-11 shows a layout of the preliminary design for Homosassa Downtown East with Alternative 2. The design involves installing the following in the Downtown East neighborhood:

- 54 duplex grinder pump stations.
- Approximately 13,179 LF of 1.5-inch HDPE pipe.
- Approximately 9,159 LF of 2-inch HDPE pipe.
- Approximately 2,866 LF of 3-inch HDPE pipe.
- Approximately 322 LF of 4-inch HDPE pipe.
- Approximately 23,250 LF of 6-inch PVC gravity sewer lateral pipe.

4.3.2.2 Capital Cost

Table 4-34 presents the EOPCC for this alternative and summarizes the items; Appendix B provides a detailed cost breakdown and the NPV calculations.

Table 4-34 EOPCC for Alternative 2 on Downtown East

Item	Description	Cost
1	Construction of LSs (54 duplex LSs, electrical work, and mechanical equipment)	$5,076,000
2	Installation of sewer pipes and horizontal directional drilling (1.5-, 2-, 3-, and 4-inch diameter force main and 6-inch gravity sewer)	$4,872,500
3	Performance Bond and Contingencies	$2,168,773
	Total Bid Amount With Contingency	**$12,117,000**

4.3.2.3 O&M Cost

O&M costs were estimated based on the following assumptions:

- Annual maintenance cost for the grinder pumps is about $144; therefore, considering that this project has two pumps per LS, the annual maintenance cost will be $288. This annual cost considers replacing minor pieces due to normal wear and tear and replacing the grinder pumps every 10 years. During the planning period, the pumps will need to be replaced two times.
- Annual energy cost: The annual energy cost was estimated assuming a cost per $/kWh of $0.12. Table 4-35 shows the annual energy cost for Alternative 2.

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Table 4-35 Alternative 2 Energy Cost – Downtown East

Item	Value
Flow (gpd)	990
Pump Discharge (gpm)	11.5
Head (ft)	80
Pump Efficiency	0.8
Theoretical Horsepower Required (Hp)	0.29
Hours of Operation of Pump	1.43
Cost of Electricity ($/kWh)	0.12
Total Annual Electricity Cost for the Project	$734

Combining the annual maintenance and energy costs, Alternative 2 is expected to have an annual O&M cost of $16,286. To estimate the amount of the total annual maintenance during the planning horizon, we used an inflation rate of 3 percent and 20 years of annual payments in maintenance. The present value of the annual O&M cost for Alternative 2 is $242,297 for the entire Downtown East project.

Therefore, the NPV for Alternative 2 is $12.4 million. Table 4-36 shows the NPV calculation of Alternative 2.

Table 4-36 Alternative 2 Net Present Value for Downtown East

Item	Value
Annual Maintenance Cost per LS	$288
Annual Energy Cost per LS	$13.60
Total Annual O&M Cost for Alternative 2	$16,286
Inflation	3%
Planning Period	20 years
O&M Present Value	$242,297
Capital Cost	$12,117,000
NPV	$12,359,000

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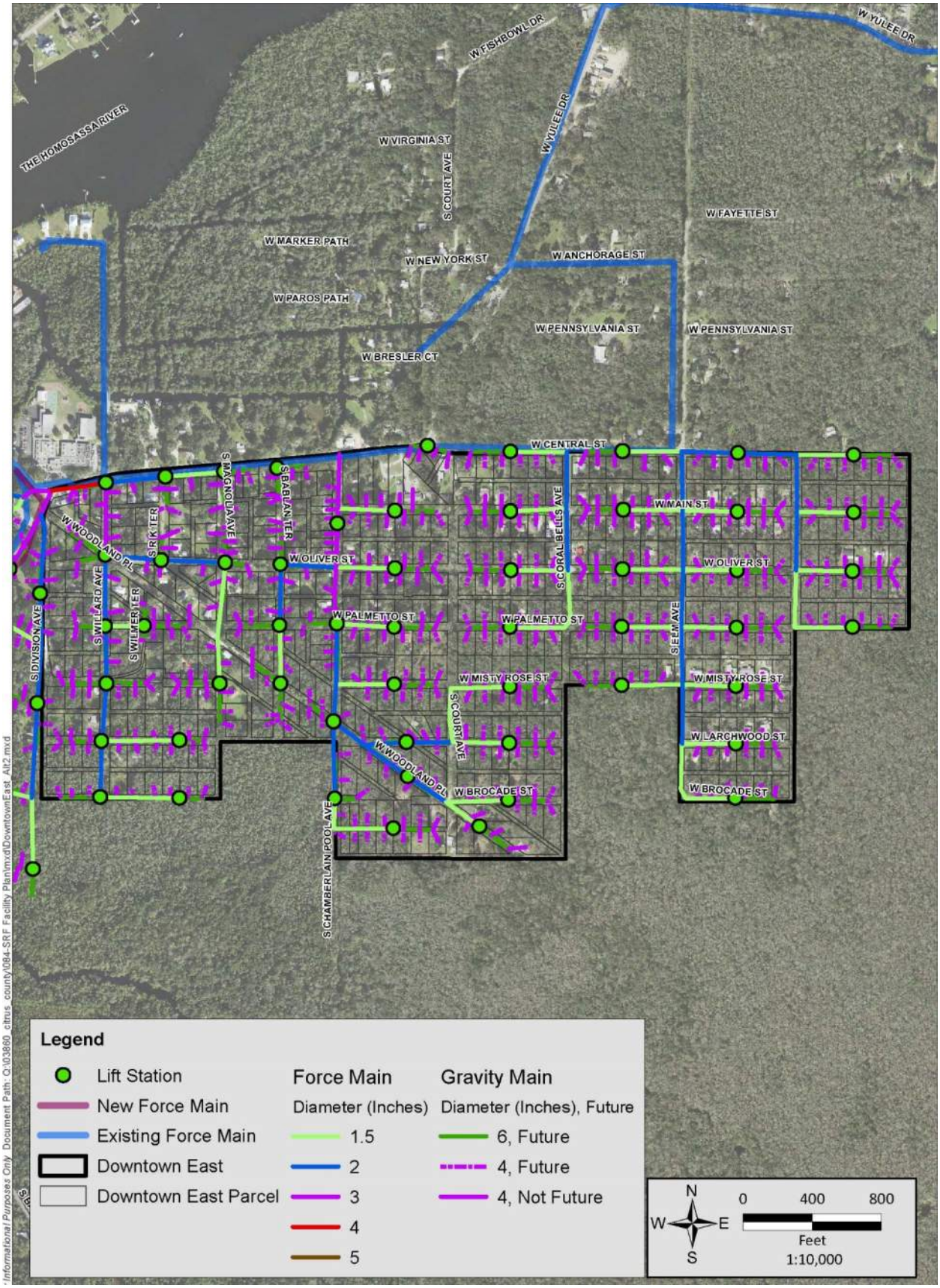
Figure 4-11 Alternative 2 Layout and Proposed Infrastructure – Downtown East



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4.3.3 Area 3: Downtown North

4.3.3.1 Proposed Infrastructure for Alternative 2 – Downtown North

Figure 4-12 shows a layout of the preliminary design for Downtown North with Alternative 2. The design involves installing the following in the Downtown North neighborhood:

- 17 duplex grinder LSs.
- Approximately 7,982 LF of 1.5-inch HDPE pipe.
- Approximately 1,251 LF of 2-inch HDPE pipe.
- Approximately 11,145 LF of 6-inch PVC gravity sewer lateral pipe.

4.3.3.2 Capital Cost

Table 4-37 presents the EOPCC for this alternative and summarizes the items; Appendix B provides a detailed cost breakdown and the NPV calculations.

Table 4-37 EOPCC for Alternative 2 on Downtown North

Item	Description	Cost
1	Construction of LSs (17 duplex LSs, electrical work, and mechanical equipment)	$1,598,000
2	Installation of sewer pipes and horizontal directional drilling (1.5- and 2-inch diameter force main and 6-inch gravity sewer)	$2,601,599
3	Performance Bond and Contingencies	$915,513
	Total Bid Amount With Contingency	**$5,115,000**

4.3.3.3 O&M Cost

O&M costs were estimated based on the following assumptions:

- Annual maintenance cost for the grinder pumps is about $144; therefore, considering that this project has two pumps per LS, the annual maintenance cost will be $288. This annual cost considers replacing minor pieces due to normal wear and tear and replacing the grinder pumps every 10 years. During the planning period, the pumps will need to be replaced two times.
- Annual energy cost: The annual energy cost was estimated assuming a cost per $/kWh of $0.12. Table 4-38 shows the annual energy cost for Alternative 2.

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Table 4-38 Alternative 2 Energy Cost – Downtown North

Item	Value
Flow (gpd)	990
Pump Discharge (gpm)	11.5
Head (ft)	80
Pump Efficiency	0.8
Theoretical Horsepower Required (Hp)	0.29
Hours of Operation of Pump	1.43
Cost of Electricity ($/kWh)	0.12
Total Annual Electricity Cost for the Project	$231

Combining the annual maintenance and energy costs, Alternative 2 is expected to have an annual O&M cost of $5,127. To estimate the amount of the total annual maintenance during the planning horizon, we used an inflation rate of 3 percent and 20 years of annual payments in maintenance. The present value of the annual O&M cost for Alternative 2 is $76,279 for the entire Downtown West project.

Therefore, the NPV for Alternative 2 is $5.19 million. Table 4-39 shows the NPV calculation of Alternative 2.

Table 4-39 Alternative 2 Net Present Value – Downtown North

Item	Value
Annual Maintenance Cost per LS	$288
Annual Energy Cost per LS	$13.60
Total Annual O&M Cost for Alternative 2	$5,127
Inflation	3%
Planning Period	20 years
O&M Present Value	$76,279
Capital Cost	$5,115,000
NPV	$5,191,000

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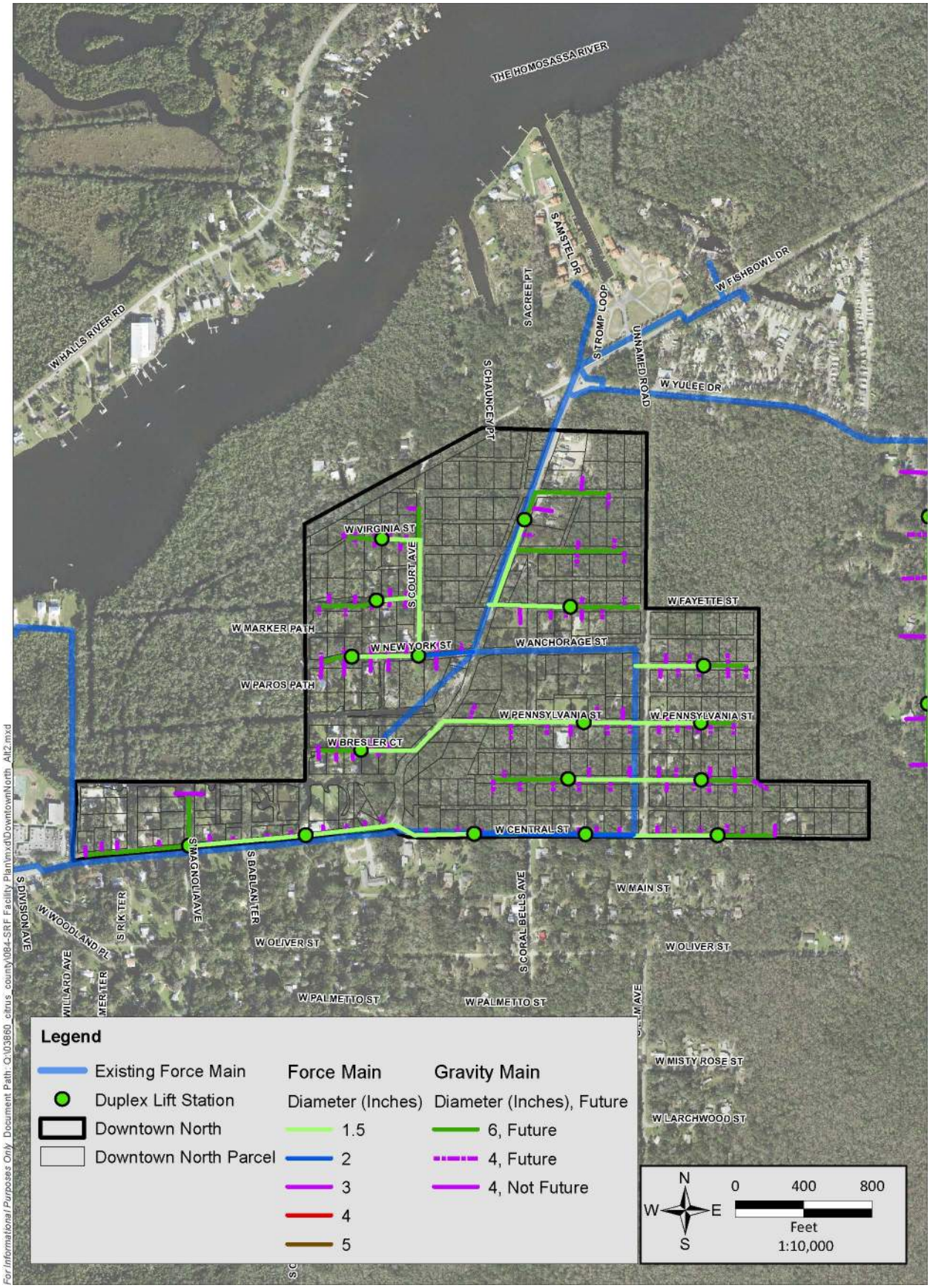
Figure 4-12 Alternative 2 Layout and Proposed Infrastructure – Downtown North



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4.3.4 Area 4: Homosassa Park

4.3.4.1 Proposed Infrastructure for Alternative 2 – Homosassa Park

Figure 4-13 shows a layout of the preliminary design for Homosassa Park with Alternative 2. The design involves installing the following in the Homosassa Park neighborhood:

- 12 duplex grinder LSs.
- Approximately 5,998 LF of 1.5-inch HDPE pipe.
- Approximately 30 LF of 2-inch HDPE pipe.
- Approximately 7,777 LF of 6-inch PVC gravity sewer lateral pipe.

4.3.4.2 Capital Cost

Table 4-40 presents the EOPCC for this alternative and summarizes the items; Appendix B provides a detailed cost breakdown and the NPV calculations.

Table 4-40 EOPCC for Alternative 2 on Homosassa Park

Item	Description	Cost
1	Construction of LSs (12 duplex LSs, electrical work, and mechanical equipment)	$1,128,000
2	Installation of sewer pipes and horizontal directional drilling (1.5- and 2-inch diameter force main and 6-inch gravity sewer)	$1,923,317
3	Performance Bond and Contingencies	$665,187
	Total Bid Amount With Contingency	**$3,717,000**

4.3.4.3 O&M Cost – Homosassa Park

O&M costs were estimated based on the following assumptions:

- Annual maintenance cost for the grinder pumps is about $144; therefore, considering that this project has two pumps per LS, the annual maintenance cost will be $288. This annual cost considers replacing minor pieces due to normal wear and tear and replacing the grinder pumps every 10 years. During the planning period, the pumps will need to be replaced two times.
- Annual energy cost: The annual energy cost was estimated assuming a cost per $/kWh of $0.12. Table 4-41 shows the annual energy cost for Alternative 2.

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Table 4-41 Alternative 2 Energy Cost – Homosassa Park

Item	Value
Flow (gpd)	990
Pump Discharge (gpm)	11.5
Head (ft)	80
Pump Efficiency	0.8
Theoretical Horsepower Required (Hp)	0.29
Hours of Operation of Pump	1.43
Cost of Electricity ($/kWh)	0.12
Total Annual Electricity Cost for the Project	$163

Combining the annual maintenance and energy costs, Alternative 2 is expected to have an annual O&M cost of $3,619. To estimate the amount of the total annual maintenance will cost during the planning horizon, we used an inflation rate of 3 percent and 20 years of annual payments in maintenance. The present value of the annual O&M cost for Alternative 2 is $53,844 for the entire Homosassa Park project.

Therefore, the NPV for Alternative 2 is $3.77 million. Table 4-42 shows the NPV calculation of Alternative 2.

Table 4-42 Alternative 2 Net Present Value – Homosassa Park

Item	Value
Annual Maintenance Cost per LS	$288
Annual Energy Cost per LS	$13.60
Total Annual O&M Cost for Alternative 2	$3,619
Inflation	3%
Planning Period	20 years
O&M Present Value	$53,844
Capital Cost	$3,716,504
NPV	$3,770,000

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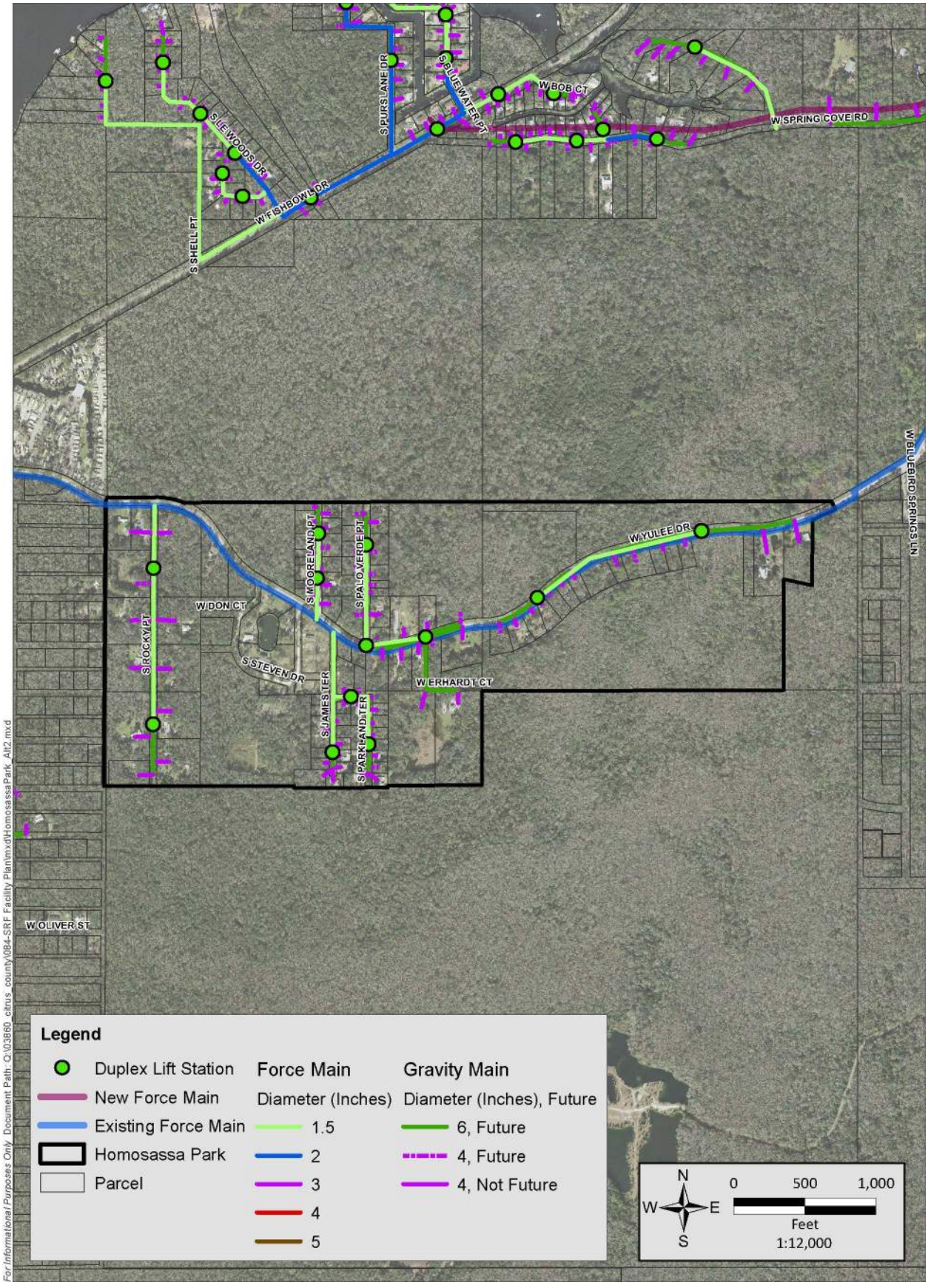
Figure 4-13 Alternative 2 Layout and Proposed Infrastructure – Homosassa Park



Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

4.3.5 AREA 5: ROOKS

4.3.5.1 Proposed Infrastructure for Alternative 2 – Rooks

Figure 4-14 shows a layout of the preliminary design for Rooks with Alternative 2. The design involves installing the following in the Rooks neighborhood:

- 28 duplex grinder LS.
- Approximately 10,119 LF of 1.5-inch HDPE pipe.
- Approximately 3,539 LF of 2-inch HDPE pipe.
- Approximately 13,098 LF of 6-inch PVC gravity sewer lateral pipe.

4.3.5.2 Capital Cost

Table 4-43 presents the EOPCC for this alternative and summarizes the items; Appendix B provides a detailed cost breakdown and the NPV calculations.

Table 4-43 EOPCC for Alternative 2 on Rooks

Item	Description	Cost
1	Construction of LSs (28 duplex LSs, electrical work, and mechanical equipment)	$2,632,000
2	Installation of sewer pipes and horizontal directional drilling (1.5- and 2-inch diameter force main and 6-inch gravity sewer)	$3,164,447
3	Performance Bond and Contingencies	$1,263,625
	Total Bid Amount With Contingency	**$7,060,000**

4.3.5.3 O&M Cost – Rooks

O&M costs were estimated based on the following assumptions:

- Annual maintenance cost for the grinder pumps is about $144; therefore, considering that this project has two pumps per LS, the annual maintenance cost will be $288. This annual cost considers replacing minor pieces due to normal wear and tear and replacing the grinder pumps every 10 years. During the planning period, the pumps will need to be replaced two times.
- Annual energy cost: The annual energy cost was estimated assuming a cost per $/kWh of $0.12. Table 4-44 shows the annual energy cost for Alternative 2.

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Table 4-44 Alternative 2 Energy Cost – Rooks

Item	Value
Flow (gpd)	990
Pump Discharge (gpm)	11.5
Head (ft)	80
Pump Efficiency	0.8
Theoretical Horsepower Required (Hp)	0.29
Hours of Operation of Pump	1.43
Cost of Electricity ($/kWh)	0.12
Total Annual Electricity Cost for the Project	$380

Combining the annual maintenance and energy costs, Alternative 2 is expected to have an annual O&M cost of $8,445. To estimate the amount of the total annual maintenance during the planning horizon, we used an inflation rate of 3 percent and 20 years of annual payments in maintenance. The present value of the annual O&M cost for Alternative 2 is $125,636 for the entire Rooks project.

Therefore, the NPV for Alternative 2 is $7.19 million. Table 4-45 shows the NPV calculation of Alternative 2.

Table 4-45 Alternative 2 Net Present Value – Rooks

Item	Value
Annual Maintenance Cost per LS	$288
Annual energy cost per LS	$13.60
Total Annual O&M Cost for Alternative 2	$8,445
Inflation	3%
Planning Period	20 years
O&M Present Value	$125,636
Capital Cost	$7,060,000
NPV	$7,186,000

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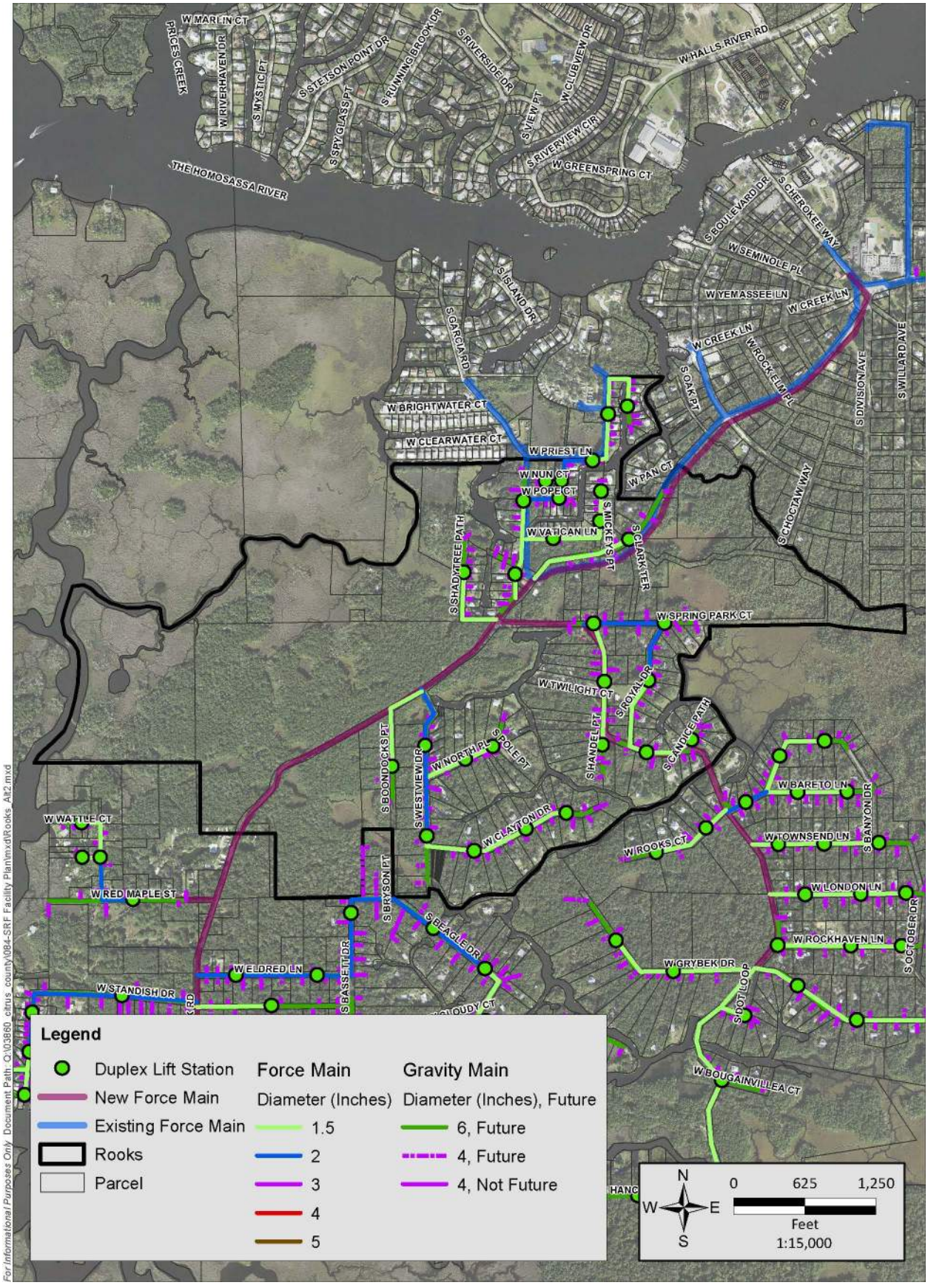
Figure 4-14 Alternative 2 Layout and Proposed Infrastructure – Rooks



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4.3.6 Area 6: Homosassa Retreats

4.3.6.1 Proposed Infrastructure for Alternative 2 – Homosassa Retreats

Figure 4-15 shows a layout of the preliminary design for Homosassa Retreats with Alternative 2. The design involves installing the following in the Homosassa Retreats neighborhood:

- 24 duplex grinder LSs.
- Approximately 11,958 LF of 1.5-inch HPDE pipe.
- Approximately 390 LF of 2-inch HDPE pipe.
- Approximately 11,311 LF of 6-inch PVC gravity sewer lateral pipe.

4.3.6.2 Capital Cost

Table 4-46 presents the EOPCC for this alternative and summarizes the items; Appendix B provides a detailed cost breakdown and the NPV calculations.

Table 4-46 EOPCC for Alternative 2 on Homosassa Retreats

Item	Description	Cost
1	Construction of LSs (24 duplex LSs, electrical work, and mechanical equipment)	$2,256,000
2	Installation of sewer pipes and horizontal directional drilling (1.5- and 2-inch diameter force main and 6-inch gravity sewer)	$2,943,571
3	Performance Bond and Contingencies	$1,133,506
	Total Bid Amount with Contingency	**$6,333,000**

4.3.6.3 O&M Cost – Homosassa Retreats

O&M costs were estimated based on the following assumptions:

- Annual maintenance cost for the grinder pumps is about $144; therefore, considering that this project has two pumps per LS, the annual maintenance cost will be $288. This annual cost considers replacing minor pieces due to normal wear and tear and replacing the grinder pumps every 10 years. During the planning period, the pumps will need to be replaced two times.
- Annual energy cost: The annual energy cost was estimated assuming a cost per $/kWh of $0.12. Table 4-47 shows the annual energy cost for Alternative 2.

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Table 4-47 Alternative 2 Energy Cost – Homosassa Retreats

Item	Value
Flow (gpd)	990
Pump Discharge (gpm)	11.5
Head (ft)	80
Pump Efficiency	0.8
Theoretical Horsepower Required (Hp)	0.29
Hours of Operation of Pump	1.43
Cost of Electricity ($/kWh)	0.12
Total Annual Electricity Cost for the Project	$326

Combining the annual maintenance and energy costs, Alternative 2 is expected to have an annual O&M cost of $7,238. To estimate the amount of the total annual maintenance will cost during the planning horizon, we used an inflation rate of 3 percent and 20 years of annual payments in maintenance. The present value of the annual O&M cost for Alternative 2 is $107,688 for the entire Rooks project.

Therefore, the NPV for Alternative 2 is $6.44 million. Table 4-48 shows the NPV calculation of Alternative 2.

Table 4-48 Alternative 2 Net Present Value – Homosassa Retreats

Item	Value
Annual Maintenance Cost per LS	$288
Annual Energy Cost per LS	$13.60
Total Annual O&M Cost for Alternative 2	$7,238
Inflation	3%
Planning Period	20 years
O&M Present Value	$107,688
Capital Cost	$6,333,000
NPV	$6,441,000

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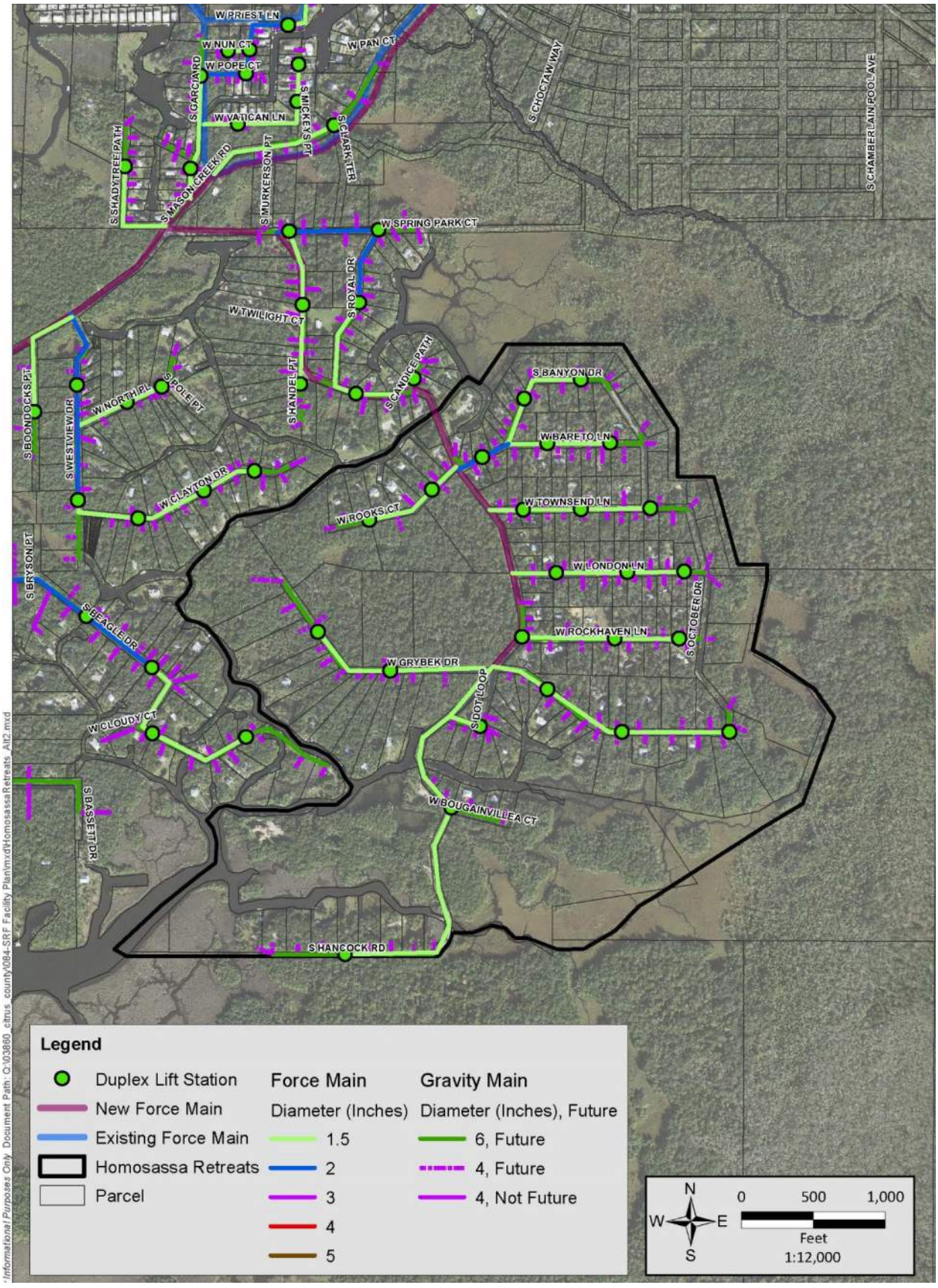
Figure 4-15 Alternative 2 Layout and Proposed Infrastructure – Homosassa Retreats



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4.3.7 AREA 7: CEDARS

4.3.7.1 Proposed Infrastructure for Alternative 2 – Cedars

Figure 4-16 shows a layout of the preliminary design for Cedars with Alternative 2. The design involves installing the following in the Cedars neighborhood:

- 4 duplex grinder LSs.
- Approximately 629 LF of 1.5-inch HDPE pipe.
- Approximately 648 LF of 2-inch HDPE pipe.
- Approximately 2,177 LF of 6-inch PVC gravity sewer lateral pipe.

4.3.7.2 Capital Cost

Table 4-49 presents the EOPCC for this alternative and summarizes the items; Appendix B provides a detailed cost breakdown and the NPV calculations.

Table 4-49 EOPCC for Alternative 2 on Cedars

Item	Description	Cost
1	Construction of LSs (4 duplex LSs, electrical work, and mechanical equipment)	$376,000
2	Installation of sewer pipes and horizontal directional drilling (1.5- and 2-inch diameter force main and 6-inch gravity sewer)	$657,393
3	Performance Bond and Contingencies	$225,280
	Total Bid Amount With Contingency	**$1,259,000**

4.3.7.3 O&M Cost – Cedars

O&M costs were estimated based on the following assumptions:

- Annual maintenance cost for the grinder pumps is about $144; therefore, considering that this project has two pumps per LS, the annual maintenance cost will be $288. This annual cost considers replacing minor pieces due to normal wear and tear and replacing the grinder pumps every 10 years. During the planning period, the pumps will need to be replaced two times.
- Annual energy cost: The annual energy cost was estimated assuming a cost per $/kWh of $0.12. Table 4-50 shows the annual energy cost for Alternative 2.

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Table 4-50 Alternative 2 Energy Cost – Cedars

Item	Value
Flow (gpd)	990
Pump Discharge (gpm)	11.5
Head (ft)	80
Pump Efficiency	0.8
Theoretical Horsepower Required (Hp)	0.29
Hours of Operation of Pump	1.43
Cost of Electricity ($/kWh)	0.12
Total Annual Electricity Cost for the Project	$54

Combining the annual maintenance and energy costs, Alternative 2 is expected to have an annual O&M cost of $1,206. To estimate the amount of the total annual maintenance will cost during the planning horizon, we used an inflation rate of 3 percent and 20 years of annual payments in maintenance. The present value of the annual O&M cost for Alternative 2 is $17,948 for the entire Cedars project.

Therefore, the NPV for Alternative 1 is $1.28 million. Table 4-51 shows the NPV calculation of Alternative 2.

Table 4-51 Alternative 2 Net Present Value – Cedars

Item	Value
Annual Maintenance Cost per LS	$288
Annual Energy Cost per LS	$13.60
Total Annual O&M Cost for Alternative 2	$1,206
Inflation	3%
Planning Period	20 years
O&M Present Value	$17,948
Capital Cost	$1,258,000
NPV	$1,276,000

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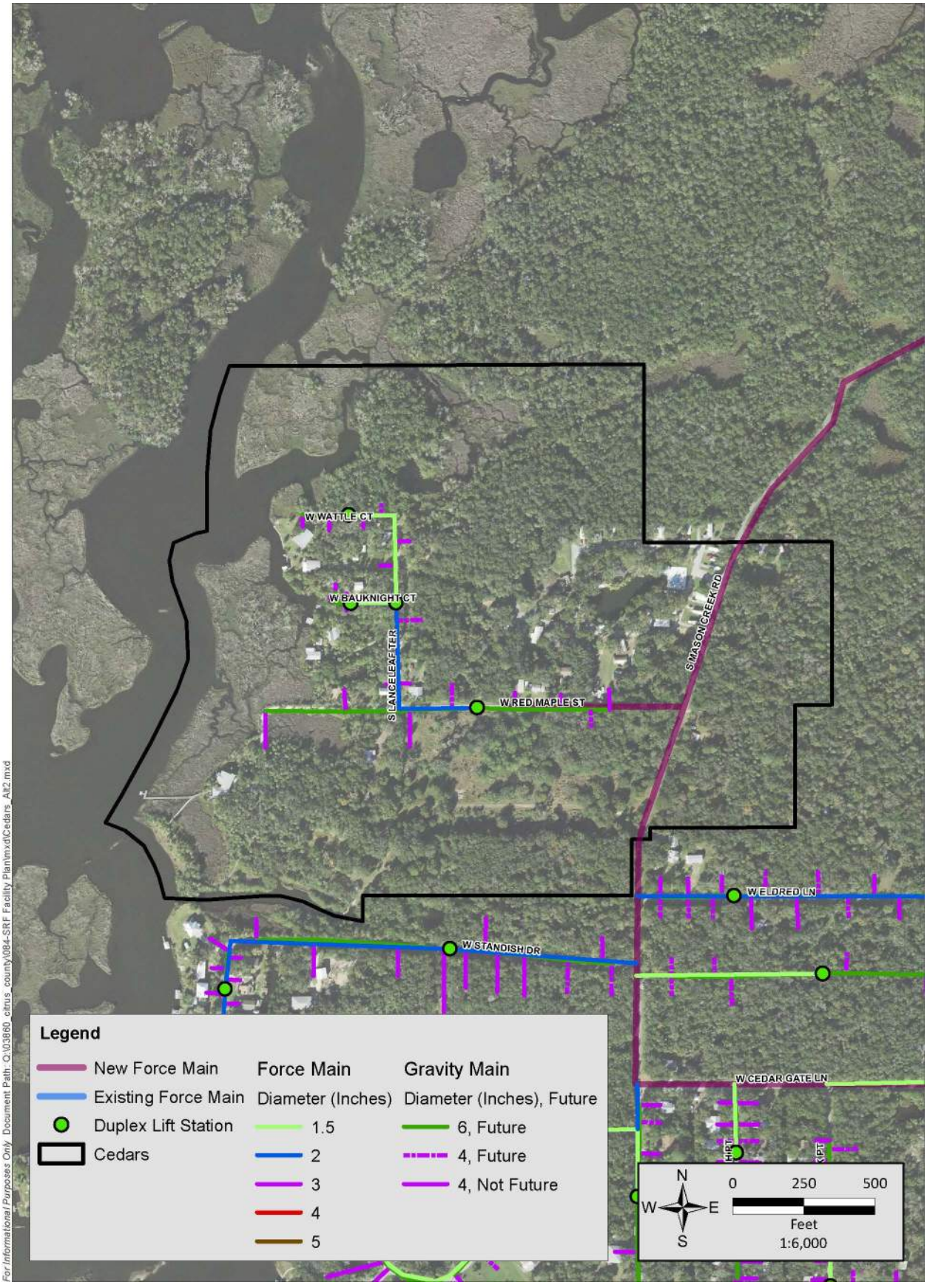
Figure 4-16 Alternative 2 Layout and Proposed Infrastructure – Cedars



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4.3.8 AREA 8: MASON CREEK

4.3.8.1 Proposed Infrastructure for Alternative 2 – Mason Creek

Figure 4-17 shows a layout of the preliminary design for Mason Creek with Alternative 2. The design involves installing the following in the Mason Creek neighborhood:

- 22 duplex grinder LSs.
- Approximately 6,447 LF of 1.5-inch HDPE pipe.
- Approximately 5,533 LF of 2-inch HDPE pipe.
- Approximately 12,865 LF of 6-inch PVC gravity sewer lateral pipe.

4.3.8.2 Capital Cost

Table 4-52 presents the EOPCC for this alternative and summarizes the items; Appendix B provides a detailed cost breakdown and the NPV calculations.

Table 4-52 EOPCC for Alternative 2 on Mason Creek

Item	Description	Cost
1	Construction of LSs (22 duplex LSs, electrical work, and mechanical equipment)	$2,068,000
2	Installation of sewer pipes and horizontal directional drilling (1.5- and 2-inch diameter force main and 6-inch gravity sewer)	$2,823,828
3	Performance Bond and Contingencies	$1,066,418
	Total Bid Amount With Contingency	**$5,958,000**

4.3.8.3 O&M Cost – Mason Creek

O&M costs were estimated based on the following assumptions:

- Annual maintenance cost for the grinder pumps is about $144; therefore, considering that this project has two pumps per LS, the annual maintenance cost will be $288. This annual cost considers replacing minor pieces due to normal wear and tear and replacing the grinder pumps every 10 years. During the planning period, the pumps will need to be replaced two times.
- Annual energy cost: The annual energy cost was estimated assuming a cost per $/kWh of $0.12. Table 4-53 shows the annual energy cost for Alternative 2.

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Table 4-53 Alternative 2 Energy Cost – Mason Creek

Item	Value
Flow (gpd)	990
Pump Discharge (gpm)	11.5
Head (ft)	80
Pump Efficiency	0.8
Theoretical Horsepower Required (Hp)	0.29
Hours of Operation of Pump	1.43
Cost of Electricity ($/kWh)	0.12
Total Annual Electricity Cost for the Project	$299

Combining the annual maintenance and energy costs, Alternative 2 is expected to have an annual O&M cost of $6,635. To estimate the amount of the total annual maintenance will cost during the planning horizon, we used an inflation rate of 3 percent and 20 years of annual payments in maintenance. The present value of the annual O&M cost for Alternative 2 is $98,714 for the entire Rooks project.

Therefore, the NPV for Alternative 1 is $6.06 million. Table 4-54 shows the NPV calculation of Alternative 1.

Table 4-54 Alternative 2 Net Present Value – Mason Creek

Item	Value
Annual Maintenance Cost per LS	$288
Annual Energy Cost per LS	$13.60
Total Annual O&M Cost for Alternative 2	$6,635
Inflation	3%
Planning Period	20 years
O&M Present Value	$98,714
Capital Cost	$5,958,000
NPV	$6,057,000

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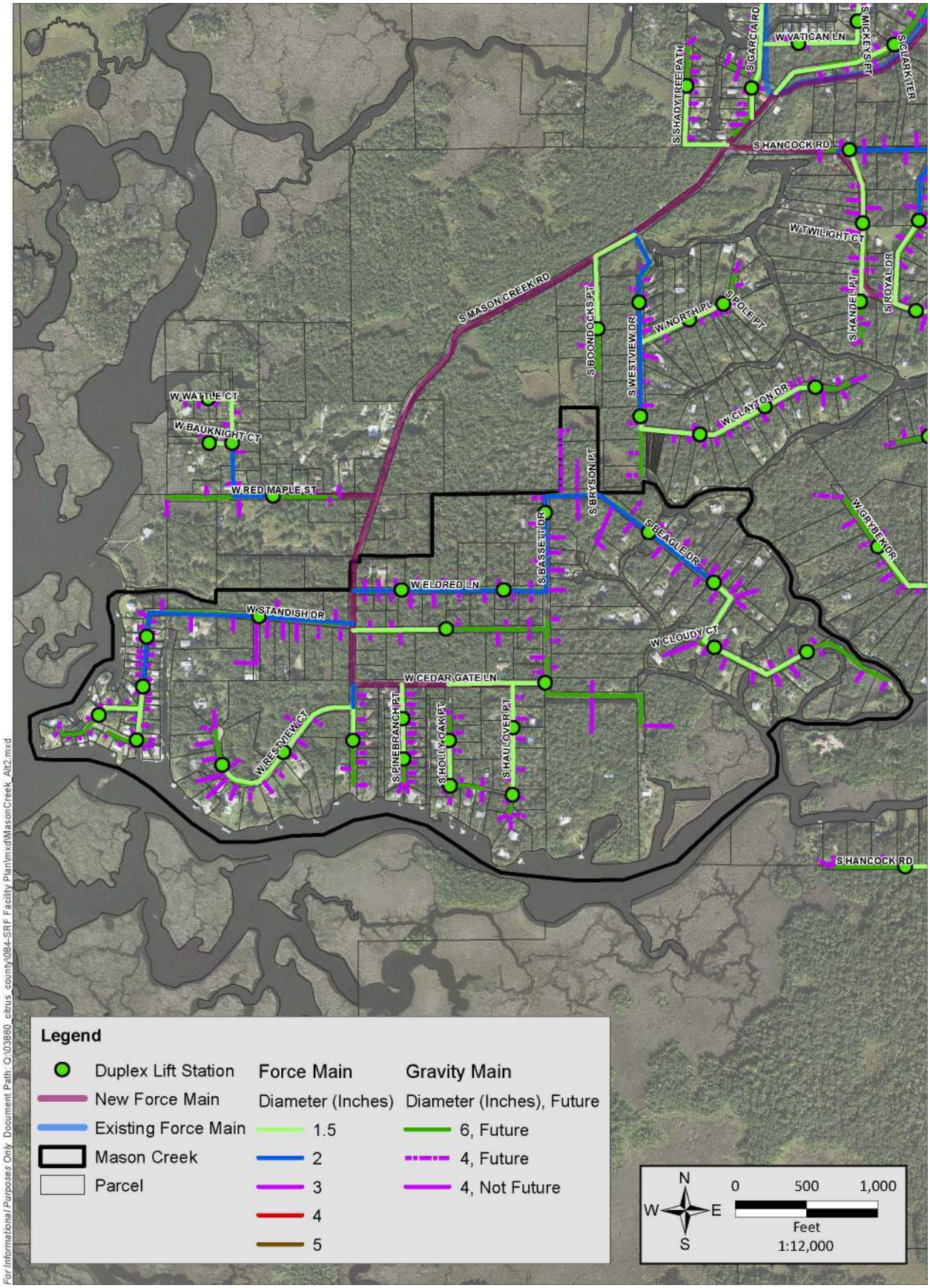
Figure 4-17 Alternative 2 Layout and Proposed Infrastructure – Mason Creek



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4.3.9 AREA 9: HOMOSASSA PH-05

4.3.9.1 Proposed Infrastructure for Alternative 2 – Homosassa Ph-05

Figure 4-18 shows a layout of the preliminary design for Homosassa Ph-05 with Alternative 2. The design involves installing the following in the Homosassa Ph-05 neighborhood:

- 23 duplex grinder LSs.
- Approximately 8,094 LF of 1.5-inch HDPE pipe.
- Approximately 4,167 LF of 2-inch HDPE pipe.
- Approximately 8,989 LF of 6-inch PVC gravity sewer lateral pipe.

4.3.9.2 Capital Cost

Table 4-55 presents the EOPCC for this alternative and summarizes the items; Appendix B provides a detailed cost breakdown and the NPV calculations.

Table 4-55 EOPCC for Alternative 2 on Homosassa Ph-05

Item	Description	Cost
1	Construction of LSs (23 duplex LSs, electrical work, and mechanical equipment)	$2,162,000
2	Installation of sewer pipes and horizontal directional drilling (1.5- and 2-inch diameter force main and 6-inch gravity sewer)	$2,741,133
3	Performance Bond and Contingencies	$1,068,883
	Total Bid Amount With Contingency	**$5,972,000**

4.3.9.3 O&M Cost – Homosassa Ph-05

O&M costs were estimated based on the following assumptions:

- Annual maintenance cost for the grinder pumps is about $144; therefore, considering that this project has two pumps per LS, the annual maintenance cost will be $288. This annual cost considers replacing minor pieces due to normal wear and tear and replacing the grinder pumps every 10 years. During the planning period, the pumps will need to be replaced two times.
- Annual energy cost: The annual energy cost was estimated assuming a cost per $/kWh of $0.12. Table 4-56 shows the annual energy cost for Alternative 2.

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Table 4-56 Alternative 2 Energy Cost – Homosassa Ph-05

Item	Value
Flow (gpd)	990
Pump Discharge (gpm)	11.5
Head (ft)	80
Pump Efficiency	0.8
Theoretical Horsepower Required (Hp)	0.29
Hours of Operation of Pump	1.43
Cost of Electricity ($/kWh)	0.12
Total Annual Electricity Cost for the Project ($)	$313

Combining the annual maintenance and energy costs, Alternative 2 is expected to have an annual O&M cost of $6,937. To estimate the amount of the total annual maintenance during the planning horizon, we used an inflation rate of 3 percent and 20 years of annual payments in maintenance. The present value of the annual O&M cost for Alternative 2 is $103,201 for the entire Homosassa Ph-05 project.

Therefore, the NPV for Alternative 1 is $6.08 million. Table 4-57 shows the NPV calculation of Alternative 2.

Table 4-57 Alternative 2 Net Present Value – Homosassa Ph-05

Item	Value
Annual Maintenance Cost per LS	$288
Annual Energy Cost per LS	$13.60
Total Annual O&M Cost for Alternative 2	$6,937
Inflation	3%
Planning Period	20 years
O&M Present Value	$103,201
Capital Cost	$5,972,000
NPV	$6,075,000

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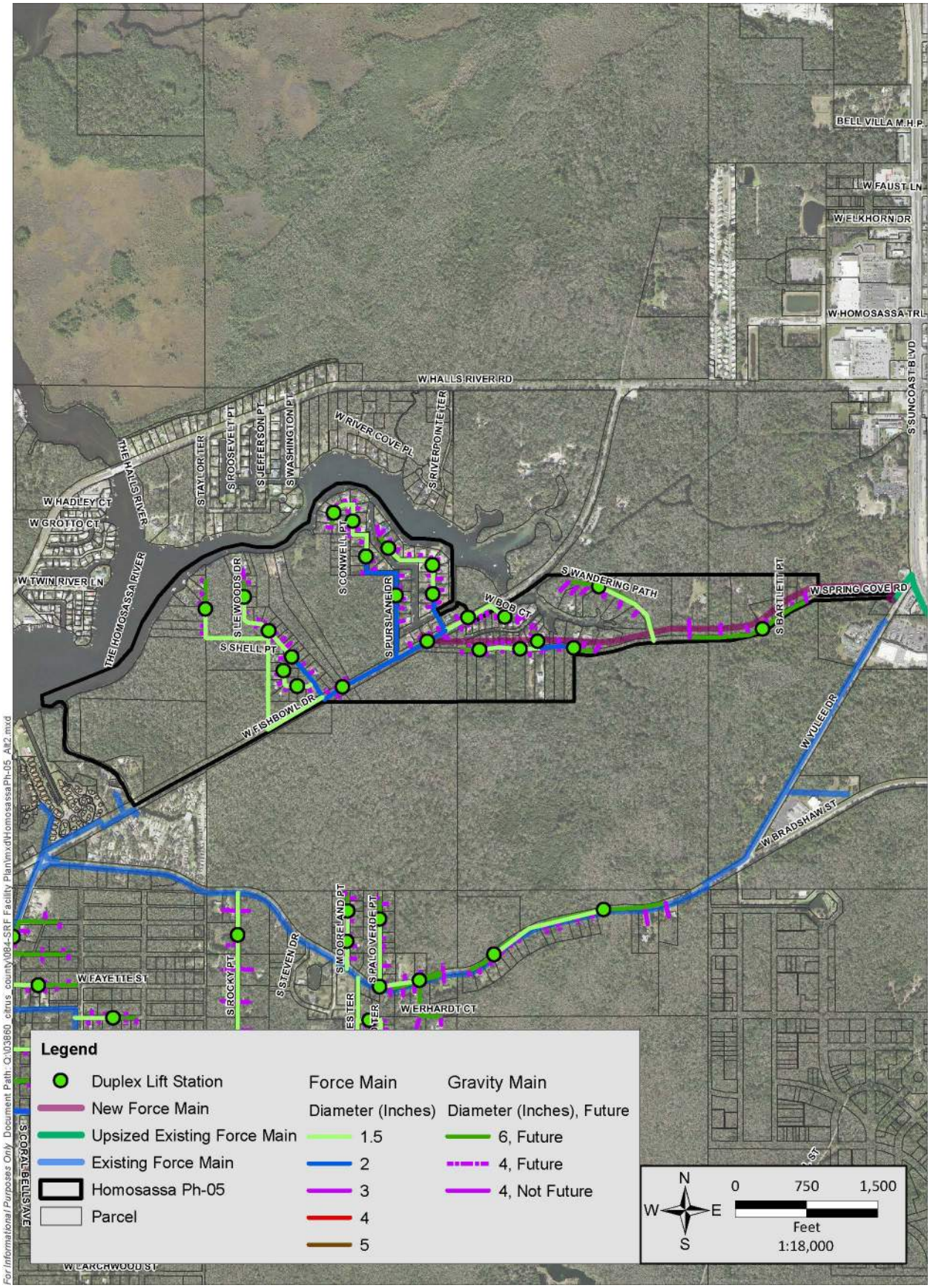
Figure 4-18 Alternative 2 Layout and Proposed Infrastructure – Homosassa Ph-05



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4.4 Additional Improvements to the Existing Sewer System

Jones Edmunds evaluated the impact on the existing sewer system of the additional flow that will be added as part of the connection of the nine areas included in this Facility Plan. As mentioned in Chapter 3, the existing system starts to present capacity problems to handle the flow generated after connecting the Rooks area. Therefore, additional improvements to the existing system are necessary to manage the flow generated in the Homosassa Retreats, Cedars, Mason Creek, and Homosassa Ph-05 areas.

As part of this Facility Plan, an additional modeling scenario was created to determine the necessary improvements to manage all the projected flows. However, no alternatives were developed to compare options to determine the best project to address the needed improvements. Therefore, a more detailed analysis is necessary to evaluate the improvements proposed in this section. The proposed improvements are shown in Figure 4-19 and are described as follow:

- Upgrade the pumps at LS RH-11 to the recommended conditions (Table 4-58); a preliminary pump selection was made based in the design pumping rate.
- Install a new Master LS at the intersection of W. Spring Park Court and S. Mason Creek Road with the operating conditions based on a design pump rate of 180 gpm and a head of 29 feet. The LS will intercept flow from Rooks, Cedars, Mason Creek, and Homosassa Retreats and pump it through a proposed 6-inch force main to LS RH-11.
- Install approximately 4,800 LF of 6-inch force main from the new Master LS north along S. Mason Creek Road up to an existing manhole in the intersection of S. Mason Creek Road and S. Cherokee Way.
- Install approximately 26,400 LF of 12-inch force main along S. Suncoast Boulevard from LS MC-21 to LS CZ-11. This pipeline will replace the existing 8-inch force main.
- LS CZ-10 and LS Tradewind are predicted to experience dead-head and will be unable to pump PHFs during high-head conditions. We recommend upsizing these pumps with higher head models capable of pumping build-out PHFs under high-head conditions.
- LS SMW-20, LS SMW-36, LS Sunny Day, LS Janack, LS MC-21, LS Black, LS RH-22, LS Turtle Creek, and LS Camp+Water are predicted to experience low head conditions causing the existing pumps to run out of their curves. Our recommendation is to replace these pumps with a lower head model.

Table 4-58 LS RH-11 Pump Selection Criteria

Design Pump Rate (gpm)	354
TDH (ft)	145
Preliminary Flygt Pump Selection	NP3202 IMP 468
Motor Power (Hp)	45
Minimum downstream FM velocity at high TDH (fps)	2.46
Maximum downstream FM velocity at low TDH (fps)	3.5

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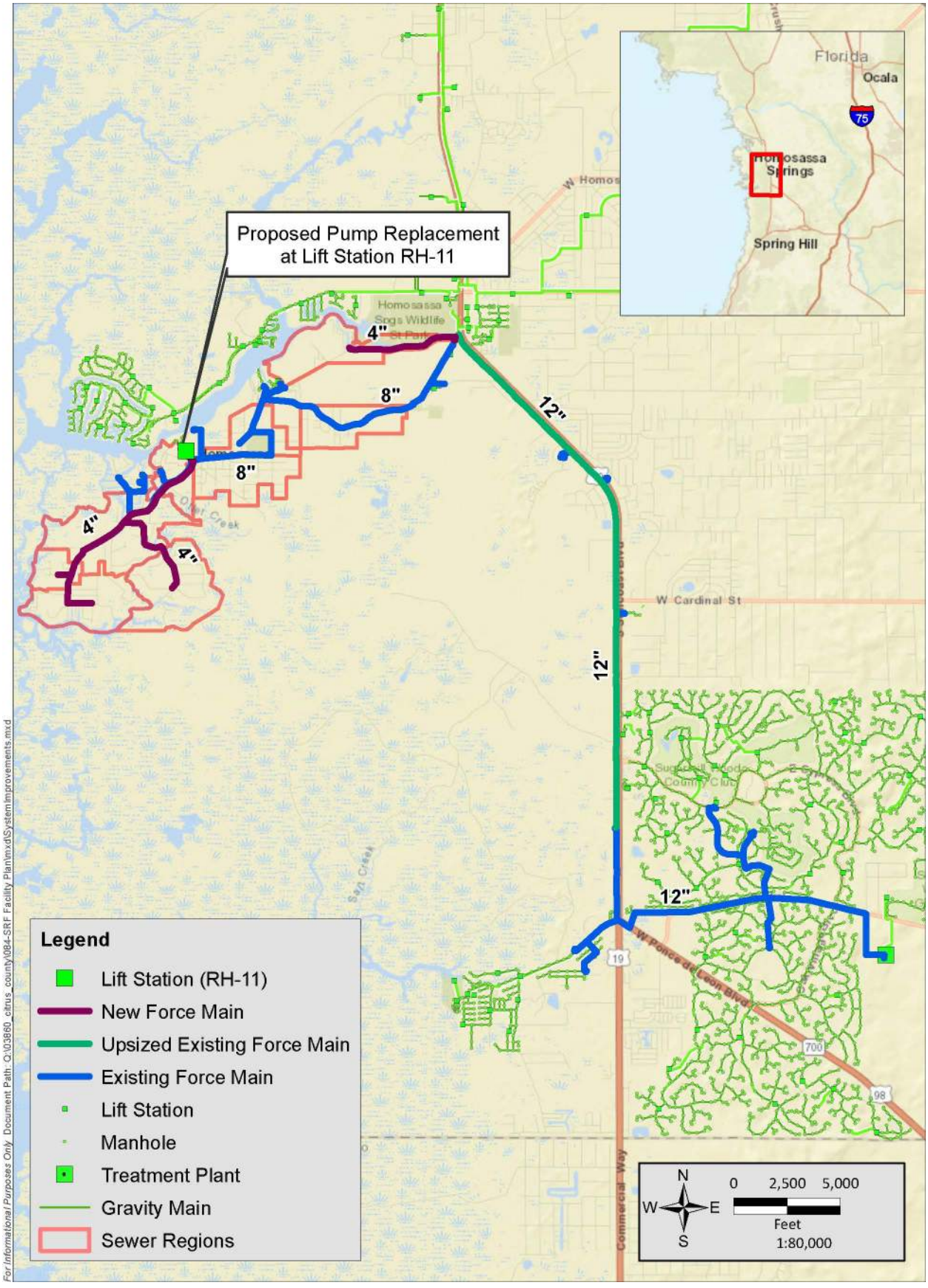
Figure 4-19 Additional Improvements to Manage the Projected Generated Flows



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5 SELECTION OF AN ALTERNATIVE

To achieve the objective of reducing the nutrient loads going into the Homosassa Springs, Jones Edmunds evaluated two alternatives to eliminate the septic tanks in the nine areas to be connected to the existing sewer system.

To ensure the objectivity and uniformity of the analysis, the mean-weighted-average method has been used to select the recommended alternative. The criteria considered in the comparison were:

- Capital Cost.
- O&M Cost.
- Reliability.
- Constructability.

A scale from 0 through 2 was used, with 2 meaning fully compliant to the criterion and 0 meaning no compliance. An individual evaluation was made for each neighborhood.

5.1 ALTERNATIVES EVALUATION FOR DOWNTOWN WEST AREA

Table 5-1 summarizes the methodology used for comparing the alternatives in Downtown West and the results of the analysis for each alternative.

Table 5-1 Alternatives Evaluation – Downtown West

Criterion	Weight (%)	Score		Weighted Score	
		Alternative 1	Alternative 2	Alternative 1	Alternative 2
Capital Cost	30	2	1	0.60	0.30
Present Value of the O&M Cost	30	1	2	0.30	0.60
Reliability	25	1	2	0.25	0.50
Constructability	15	2	1	0.30	0.15
			Total Score	**1.45**	**1.55**

The following describes each criterion used for the evaluation:

- Capital Cost: Alternative 1 has the lowest capital cost. The main reason for Alternative 1 having the lowest capital cost is the lower cost of the grinder pump stations compared to the duplex pump stations. Although Alternative 1 requires a higher number of grinder pumps, the unit cost for these is relatively low.
- O&M Cost: O&M cost for Alternative 2 is significantly lower than Alternative 1 due to fewer pumps being used.
- Reliability: This criterion considered the reliability of the system to manage the projected flows in a consistent manner with minimal consequences in case of an operational disruption. Alternative 2 received the highest score because it offers pump redundancy. In case of a malfunction in one of the pumps, the stand-by pump can manage the expected flows and allow time to resolve the issue without causing a service interruption.

Based on the analysis above, Alternative 2 obtained the highest score. Therefore, Jones Edmunds recommends that Alternative 2 be implemented to fulfill the objective of eliminating the septic tanks in the Downtown West area.

5.2 Alternatives Evaluation for Downtown East Area

Table 5-2 summarizes the methodology used for comparing the alternatives in Downtown East and the results of the analysis for each alternative.

Table 5-2 Alternatives Evaluation – Downtown East

Criterion	Weight (%)	Score		Weighted Score	
		Alternative 1	Alternative 2	Alternative 1	Alternative 2
Capital Cost	30	1	2	0.30	0.60
Present Value of the O&M Cost	30	1	2	0.30	0.60
Reliability	25	1	2	0.25	0.50
Constructability	15	2	1	0.30	0.15
			Total Score	**1.15**	**1.85**

The following describes each criterion used for the evaluation:

- Capital Cost: Alternative 2 results in the lowest capital cost. The main reason for Alternative 2 having the lowest capital cost is the fewer grinder pump stations. Although Alternative 2 proposes installing a more complex LS, the substantially higher number of LSs in Alternative 1 makes a significant difference.
- O&M Cost: The O&M cost for Alternative 2 is significantly lower than Alternative 1 due to fewer pumps being used.
- Reliability: This criterion considered the reliability of the system to manage the projected flows in a consistent manner with minimal consequences in case of an operational disruption. Alternative 2 received the highest score because it offers pump redundancy. In case of a malfunction in one of the pumps, the stand-by pump can manage the expected flows and allow time to resolve the issue without causing a service interruption.
- Constructability: For this criterion, both alternatives present similar challenges (work within the ROW); however, the highest ranking was awarded to Alternative 1 due to the reduced amount of open-cut pipe installation/construction.

Based on the analysis above, Alternative 2 obtained the highest score. Therefore, Jones Edmunds recommends that Alternative 2 be implemented to fulfill the objective of eliminating the septic tanks in the Downtown East area.

5.3 Alternatives Evaluation for Downtown North Area

Table 5-3 summarizes the methodology used for comparing the alternatives in the Downtown North area and the results of the analysis for each alternative.

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

Table 5-3 Alternatives Evaluation – Downtown North

Criterion	Weight (%)	Score		Weighted Score	
		Alternative 1	Alternative 2	Alternative 1	Alternative 2
Capital Cost	30	1	2	0.30	0.60
Present Value of the O&M Cost	30	1	2	0.30	0.60
Reliability	25	1	2	0.25	0.50
Constructability	15	2	1	0.30	0.15
			Total Score	**1.15**	**1.85**

The following describes each criterion used for the evaluation:

- Capital Cost: Alternative 2 results with the lowest capital cost. The main reason for Alternative 2 having the lowest capital cost is the fewer grinder pump stations. Although Alternative 2 proposes installing a more complex LD, the substantially higher number of lift stations in Alternative 1 makes a significant difference.
- O&M Cost: The O&M cost for Alternative 2 is significantly lower than in Alternative 1 due to fewer pumps being used.
- Reliability: This criterion considered the reliability of the system to manage the projected flows in a consistent manner with minimal consequences in case of an operational disruption. Alternative 2 received the highest score because it offers pump redundancy. In case of a malfunction in one of the pumps, the stand-by pump can manage the expected flows and allow time to resolve the issue without causing a service interruption.
- Constructability: For this criterion, both alternatives present similar challenges (work within the ROW); however, the highest ranking was awarded to Alternative 1 due to the reduced amount of open-cut pipe installation/construction.

Based on the analysis performed, Alternative 2 obtained the highest score. Therefore, Jones Edmunds recommends that Alternative 2 be implemented to fulfill the objective of eliminating the septic tanks in the Downtown North area.

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

5.4 ALTERNATIVES EVALUATION FOR HOMOSASSA PARK

Table 5-4 summarizes the methodology used for comparing the alternatives in Homosassa Park and the results of the analysis for each alternative.

Table 5-4 Alternatives Evaluation – Homosassa Park

Criterion	Weight (%)	Score		Weighted Score	
		Alternative 1	Alternative 2	Alternative 1	Alternative 2
Capital Cost	30	1	2	0.30	0.60
Present Value of the O&M Cost	30	1	2	0.30	0.60
Reliability	25	1	2	0.25	0.50
Constructability	15	2	1	0.30	0.15
			Total Score	**1.15**	**1.85**

The following describes each criterion used for the evaluation:

- Capital Cost: Alternative 2 results in the lowest capital cost. The main reason for Alternative 2 having the lowest capital cost is fewer grinder pump stations. Although Alternative 2 proposes installing a more complex LS, the substantially higher number of LSs in Alternative 1 makes a significant difference.
- O&M Cost: The O&M cost for Alternative 2 is significantly lower than Alternative 1 due to fewer pumps being used.
- Reliability: This criterion considered the reliability of the system to manage the projected flows in a consistent manner with minimal consequences in case of an operational disruption. Alternative 2 received the highest score because it offers pump redundancy. In case of a malfunction in one of the pumps, the stand-by pump can manage the expected flows and allow time to resolve the issue without causing a service interruption.
- Constructability: For this criterion, both alternatives present similar challenges (work within the ROW); however, the highest ranking was awarded to Alternative 1 due to the reduced amount of open-cut pipe installation/construction.

Based on the analysis above, Alternative 2 obtained the highest score. Therefore, Jones Edmunds recommends that Alternative 2 be implemented to fulfill the objective of eliminating the septic tanks in the Homosassa Park area.

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

5.5 ALTERNATIVES EVALUATION FOR ROOKS AREA

Table 5-5 summarizes the methodology used for comparing the alternatives in the Rooks area and the results of the analysis for each alternative.

Table 5-5 Alternatives Evaluation – Rooks

Criterion	Weight (%)	Score		Weighted Score	
		Alternative 1	Alternative 2	Alternative 1	Alternative 2
Capital Cost	30	2	1	0.60	0.30
Present Value of the O&M Cost	30	1	2	0.30	0.60
Reliability	25	1	2	0.25	0.50
Constructability	15	2	1	0.30	0.15
			Total Score	**1.45**	**1.55**

The following describes each criterion used for the evaluation:

- Capital Cost: Alternative 1 has the lowest capital cost. The main reason for Alternative 1 having the lowest capital cost is the lower cost of the grinder pump stations compared to the duplex pump stations. Although Alternative 1 requires more grinder pumps, the unit cost for these is relatively low.
- O&M Cost: O&M cost for Alternative 2 is significantly lower than Alternative 1 due to fewer pumps being used.
- Reliability: This criterion considered the reliability of the system to manage the projected flows in a consistent manner with minimal consequences in case of an operational disruption. Alternative 2 received the highest score because it offers pump redundancy. In case of a malfunction in one of the pumps, the stand-by pump can manage the expected flows and allow time to resolve the issue without causing a service interruption.
- Constructability: For this criterion, both alternatives present similar challenges (work within the ROW); however, the highest ranking was awarded to Alternative 1 due to the reduced amount of open-cut pipe installation/construction.

Based on the analysis performed, Alternative 2 obtained the highest score. Therefore, Jones Edmunds recommends that Alternative 2 be implemented to fulfill the objective of eliminating the septic tanks in the Rooks area.

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

5.6 ALTERNATIVES EVALUATION FOR HOMOSASSA RETREATS

Table 5-6 summarizes the methodology used for comparing the alternatives in Homosassa Retreats and the results of the analysis for each alternative.

Table 5-6 Alternatives Evaluation – Homosassa Retreats

Criterion	Weight (%)	Score		Weighted Score	
		Alternative 1	Alternative 2	Alternative 1	Alternative 2
Capital Cost	30	2	1	0.60	0.30
Present Value of the O&M Cost	30	1	2	0.30	0.60
Reliability	25	1	2	0.25	0.50
Constructability	15	2	1	0.30	0.15
			Total Score	**1.45**	**1.55**

The following describes each criterion used for the evaluation:

- Capital Cost: Alternative 1 has the lowest capital cost. The main reason for Alternative 1 having the lowest capital cost is the lower cost of the grinder pump stations compared to the duplex pump stations. Although Alternative 1 requires more grinder pumps, the unit cost for these is relatively low.
- O&M Cost: O&M cost for Alternative 2 is significantly lower than Alternative 1 due to fewer pumps being used.
- Reliability: This criterion considered the reliability of the system to manage the projected flows in a consistent manner with minimal consequences in case of an operational disruption. Alternative 2 received the highest score because it offers pump redundancy. In case of a malfunction in one of the pumps, the stand-by pump can manage the expected flows and allow time to resolve the issue without causing a service interruption.
- Constructability: For this criterion, both alternatives present similar challenges (work within the ROW); however, the highest ranking was awarded to Alternative 1 due to the less amount of open cut pipe installation/construction.

Based on the analysis above, Alternative 2 obtained the highest score. Therefore, Jones Edmunds recommends that Alternative 2 be implemented to fulfill the objective of eliminating the septic tanks in the Homosassa Retreats area.

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

5.7 ALTERNATIVES EVALUATION FOR CEDARS AREA

Table 5-7 summarizes the methodology used for comparing the alternatives in Cedars and the results of the analysis for each alternative.

Table 5-7 Alternatives Evaluation – Cedars

Criterion	Weight (%)	Score		Weighted Score	
		Alternative 1	Alternative 2	Alternative 1	Alternative 2
Capital Cost	30	1	2	0.30	0.60
Present Value of the O&M Cost	30	1	2	0.30	0.60
Reliability	25	1	2	0.25	0.50
Constructability	15	2	1	0.30	0.15
			Total Score	**1.15**	**1.85**

The following describes each criterion used for the evaluation:

- Capital Cost: Alternative 2 results in the lowest capital cost. The main reason for Alternative 2 having the lowest capital cost is the fewer amount of grinder pump stations. Although Alternative 2 proposes installing a more complex LS, the substantially higher number of LSs in Alternative 1 makes a significant difference.
- O&M Cost: The O&M cost for Alternative 2 is significantly lower than Alternative 1 due to fewer pumps being used.
- Reliability: This criterion considered the reliability of the system to manage the projected flows in a consistent manner with minimal consequences in case of an operational disruption. Alternative 2 received the highest score because it offers pump redundancy. In case of a malfunction in one of the pumps, the stand-by pump can manage the expected flows and allow time to resolve the issue without causing a service interruption.
- Constructability: For this criterion, both alternatives present similar challenges (work within the ROW); however, the highest ranking was awarded to Alternative 1 due to the reduced amount of open-cut pipe installation/construction.

Based on the analysis above, Alternative 2 obtained the highest score. Therefore, Jones Edmunds recommends that Alternative 2 be implemented to fulfill the objective of eliminating the septic tanks in the Cedars area.

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

5.8 ALTERNATIVES EVALUATION FOR MASON CREEK AREA

Table 5-8 summarizes the methodology used for the comparison of the alternatives in Mason Creek and the results of the analysis for each alternative.

Table 5-8 Alternatives Evaluation – Mason Creek

Criterion	Weight (%)	Score		Weighted Score	
		Alternative 1	Alternative 2	Alternative 1	Alternative 2
Capital Cost	30	1	2	0.30	0.60
Present Value of the O&M Cost	30	1	2	0.30	0.60
Reliability	25	1	2	0.25	0.50
Constructability	15	2	1	0.30	0.15
			Total Score	**1.15**	**1.85**

The following describes each criterion used for the evaluation:

- Capital Cost: Alternative 2 results in the lowest capital cost. The main reason for Alternative 2 having the lowest capital cost is the fewer number of grinder pump stations. Although Alternative 2 proposes installing a more complex LS, the substantially higher number of LSs in Alternative 1 makes a significant difference.
- O&M Cost: The O&M cost for Alternative 2 is significantly lower than Alternative 1 due to fewer pumps being used.
- Reliability: This criterion considered the reliability of the system to manage the projected flows in a consistent manner with minimal consequences in case of an operational disruption. Alternative 2 received the highest score because it offers pump redundancy. In case of a malfunction in one of the pumps, the stand-by pump can manage the expected flows and allow time to resolve the issue without causing a service interruption.
- Constructability: For this criterion, both alternatives present similar challenges (work within the ROW); however, the highest ranking was awarded to Alternative 1 due to the reduced amount of open-cut pipe installation/construction.

Based on the analysis above, Alternative 2 obtained the highest score. Therefore, Jones Edmunds recommends that Alternative 2 be implemented to fulfill the objective of eliminating the septic tanks in the Mason Creek area.

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

5.9 ALTERNATIVES EVALUATION FOR HOMOSASSA PH-05 AREA

Table 5-9 summarizes the methodology used for comparing the alternatives in Homosassa Ph-05 and the results of the analysis for each alternative.

Table 5-9 Alternatives Evaluation – Ph-05

Criterion	Weight (%)	Score		Weighted Score	
		Alternative 1	Alternative 2	Alternative 1	Alternative 2
Capital Cost	30	2	1	0.60	0.30
Present Value of the O&M Cost	30	1	2	0.30	0.60
Reliability	25	1	2	0.25	0.50
Constructability	15	2	1	0.30	0.15
			Total Score	**1.45**	**1.55**

The following describes each criterion used for the evaluation:

- Capital Cost: Alternative 1 has the lowest capital cost. The main reason for Alternative 1 having the lowest capital cost is the lower cost of the grinder pump stations compared to the duplex pump stations. Although Alternative 1 requires more grinder pumps, the unit cost for these is relatively low.
- O&M Cost: O&M cost for Alternative 2 is significantly lower than Alternative 1 due to fewer pumps being used.
- Reliability: This criterion considered the reliability of the system to manage the projected flows in a consistent manner with minimal consequences in case of an operational disruption. Alternative 2 received the highest score because it offers pump redundancy. In case of a malfunction in one of the pumps, the stand-by pump can manage the expected flows and allow time to resolve the issue without causing a service interruption.
- Constructability: For this criterion, both alternatives present similar challenges (work within the ROW); however, the highest ranking was awarded to Alternative 1 due to the reduced amount of open-cut pipe installation/construction.

Based on the analysis above, Alternative 2 obtained the highest score. Therefore, Jones Edmunds recommends that Alternative 2 be implemented to fulfill the objective of eliminating the septic tanks in the Homosassa Ph-05 area.

Table 5-10 summarizes the recommended alternative and the estimated capital cost per area.

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Table 5-10 Summary of Recommended Alternative per Area

Area	Recommended Alternative	Capital Cost
Downtown West	2	$8,147,000
Downtown East	2	$12,117,000
Downtown North	2	$5,115,000
Homosassa Park	2	$3,717,000
Rooks	2	$7,060,000
Homosassa Retreats	2	$6,333,000
Cedars	2	$1,259,000
Mason Creeks	2	$5,958,000
Homosassa Ph-05	2	$5,972,000
Total Capital Cost for the Homosassa STPO Plan		$55,678,000

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6 ENVIRONMENTAL REVIEW

Appendix C provides an Environmental Review Report that presents the methods and results for an environmental assessment completed for the project area that assessed existing land use, listed wildlife species, and floodplains. The following briefly summarizes the results of this assessment:

- The installation of the proposed wastewater pipe network and pump stations will occur within existing ROW and is not expected to have any significant adverse effects on critical habitat or threatened or endangered animal species.
- Jurisdictional wetlands and surface waters do occur within the road ROW in some areas. However, impacts to wetlands and surface waters will be limited to a narrow area and will be temporary in nature. The necessary state and federal permits will be obtained authorizing jurisdictional wetland and surface water impacts before construction.
- Floodplains do occur within the project area. However, no net fill of floodplains is proposed since wastewater infrastructure will be installed underground.

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7 PUBLIC PARTICIPATION

A County Commission public hearing for the Facilities Plan is expected to be held at the Citrus County Courthouse in May 2021. The hearing advertisement, agenda and meeting minutes will be provided to FDEP after the hearing is held.

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

8 FINANCIAL FEASIBILITY

Citrus County plans to repay the State Revolving Fund (SRF) loan using development-capacity charges assessed to new connections to the wastewater system, as well as net operating revenues of the County's water and sewer fund if the development capacity fees do not cover the repayment cost. The current wastewater treatment development capacity charge is $2,745 per Equivalent Residential Unit (ERU). The County has the legal authority to adjust water and sewer rates to ensure revenue availability for repaying the loan. A Capital Financing Plan will be provided to FDEP in May 2021. Appendix D includes a Fiscal Sustainability Plan.

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

9 SCHEDULE

Table 9-1 summarizes the expected schedule for design, permitting, and construction of a typical project since completion of the Preliminary Engineering Report (PER) for each project. Each project is expected to take approximately 30 months until construction closeout.

Table 9-1 Expected Schedule

Task	Task Duration (Months)	Timeline (Finish Month from approval of PER)
Completion of Permits	5	5
100% Design Drawings and Specifications	7	12
Advertisement, 60-day Bid, Bid Opening, Selection, Board Review, and Notice to Proceed	1	13
Construction of Sewer Wastewater System	14	27
Startup	1	28
Final Punchlist and Project Closeout	2	30
Total		**30 Months**

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10 ADOPTING RESOLUTION

A certified resolution of the adopted projects will be provided to FDEP by end of July 2021.

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Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

Appendix A

Drawdown Test Results

Citrus County

Lift Station Drawdown Testing

Lift Station Name:	RH11		
Date:	10/15/2020	**Time Tested:**	11:00
Tested By:	DJS/TJL		

Station Info			
	Wetwell Ø (equivalent diameter)	10.0	ft
	FM Length From Pump to Pressure Gauge	30.7	ft
	Height to Pressure Gauge*	-6	in
	Wetwell Volume/ft	587.52	gal/ft

	Discharge FM Ø	4	in
	Friction "C" Factor	120	
-0.5	**∑[Resistance Coeff. (K)]**	3.25	

		Pump 1			Pump 2			Pump 3		
Pump Info	**Manufacturer**	Hydromatic			Hydromatic					
	Model	NCLOG-4-1800	S4P		NCLOG-4-1800	S4P				
	Impeller	9.1875	in		9.1875	in				in
	Horsepower	15			15					
Pump Test	**Static Pressure**	2	psi	4.62	2	psi	4.62			psi
	Running Pressure	21	psi	48.51	21	psi	48.51			psi
	Drawdown Initial Depth**	ft 192.5	in	16.04	ft 197.5	in	16.46	ft		in
	Drawdown Final Depth**	ft 198.5	in	16.54	ft 202	in	16.83	ft		in
	Drawdown Time	min 60	sec	1	min 60	sec	1	min		sec
	Inflow Initial Depth**	ft 194	in	16.17	ft 198	in	16.50	ft		in
	Inflow Final Depth**	ft 193.1	in	16.09	ft 197	in	16.42	ft		in
	Fill Time	min 60	sec	1.00	60	sec	1.00	min		sec
	Measure from wet well top down to ground level		in							
	Drawdown Flow	294	gpm		220	gpm		#DIV/0!		gpm
	Inflow	44	gpm		49	gpm		#DIV/0!		gpm
	Discharge Velocity	8.63	fps		6.88	fps		#DIV/0!		fps
	Pipe Friction to Gauge	6.32	ft		4.07	ft		#DIV/0!		ft
	Pump Head	**71.8**	**ft**		**69.5**	**ft**		**#DIV/0!**		**ft**
	Pump Flow	**338**	**gpm**		**269**	**gpm**		**#DIV/0!**		**gpm**

*Measured from top of wetwell. Use negative numbers for measurements below top of wetwell.

**Measured from top of wetwell.

-Information only. Numerical values are not used in calculations.

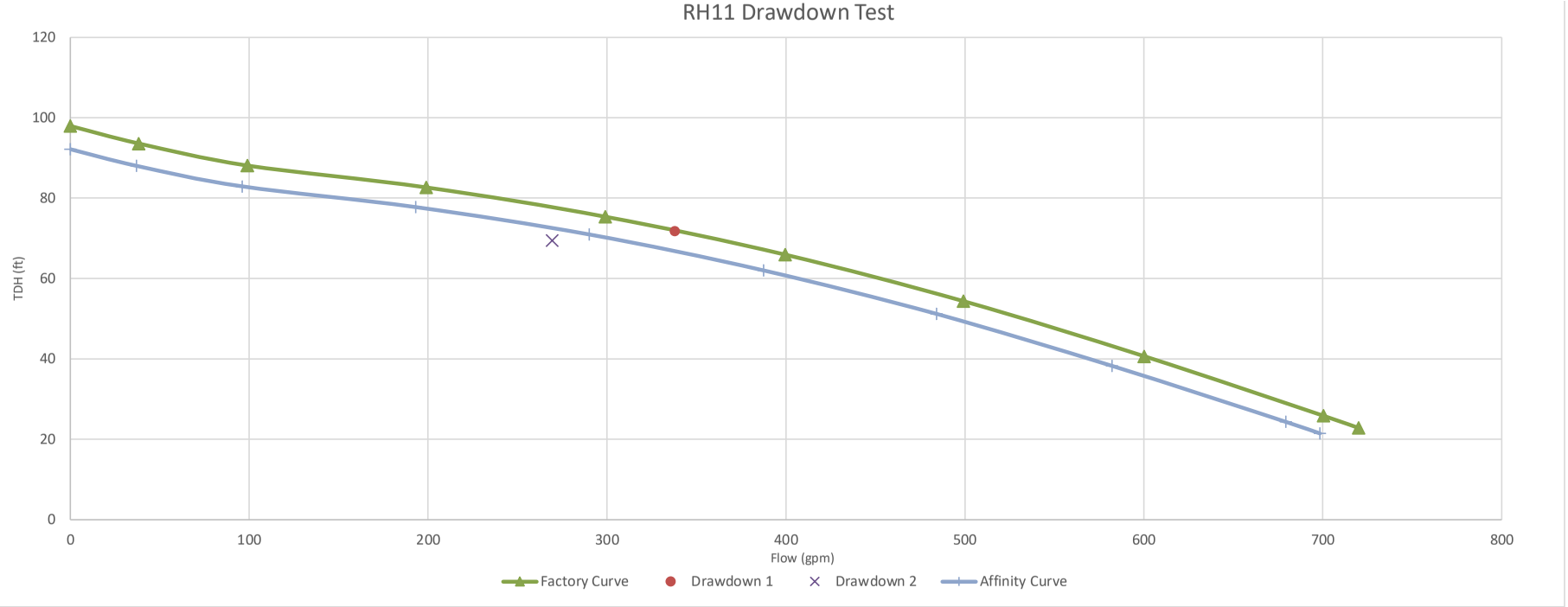
-Select input using dropdown list.

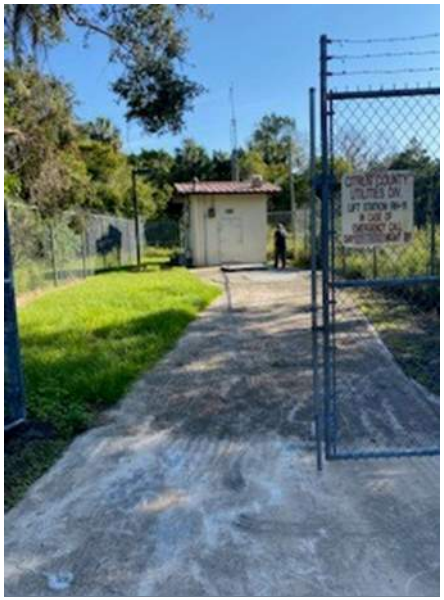
-Input used in calculations.

!!!!!!! **At NO TIME can the Influent Pipe (invert) be at or under the Sewage level. Take pictures of pump cabinet for LS# and wet well with influent pipe flowing and manifold with press. gauge showing.**

ADDITIONAL NOTES

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)


RH11 Drawdown Test
120
100
80
60
40
20
0
TDH (ft)
0
100
200
300
400
500
600
700
800
Flow (gpm)
Factory Curve
Drawdown 1
Drawdown 2
Affinity Curve



Volts 480
Amps 22.1

Citrus County

Lift Station Drawdown Testing

Lift Station Name:	MC21		
Date:	10/15/2020	**Time Tested:**	11:45
Tested By:	DJS/TJL		

Station Info								
	Wetwell Ø (equivalent diameter)	10.0	ft		**Discharge FM Ø**	4	in
	FM Length From Pump to Pressure Gauge	20	ft		**Friction "C" Factor**	120	
	Height to Pressure Gauge*	-28	in	-2.333333333	**∑[Resistance Coeff. (K)]**	3.25	
	Wetwell Volume/ft	587.52	gal/ft				

		Pump 1			Pump 2			Pump 3		
Pump Info	**Manufacturer**	Hydromatic			Hydromatic					
	Model	NCLOG-4-1800	S4K		NCLOG-4-1800	S4K				
	Impeller	10.125	in		10.125	in				in
	Horsepower	25			25					
Pump Test	**Static Pressure**	0	psi	0	0	psi	0			psi
	Running Pressure	30	psi	69.3	42	psi	97.02			psi
	Drawdown Initial Depth**	ft 104	in	8.67	ft 102	in	8.50	ft		in
	Drawdown Final Depth**	ft 111	in	9.25	ft 110	in	9.17	ft		in
	Drawdown Time	min 60	sec	1	min 60	sec	1	min		sec
	Inflow Initial Depth**	ft 111	in	9.25	ft 101.5	in	8.46	ft		in
	Inflow Final Depth**	ft 108.5	in	9.04	ft 99	in	8.25	ft		in
	Fill Time	min 60	sec	1.00	60	sec	1.00	min		sec
	Measure from wet well top down to ground level		in			in				in
	Drawdown Flow	343	gpm		392	gpm		#DIV/0!		gpm
	Inflow	122	gpm		122	gpm		#DIV/0!		gpm
	Discharge Velocity	11.88	fps		13.13	fps		#DIV/0!		fps
	Pipe Friction to Gauge	10.14	ft		12.33	ft		#DIV/0!		ft
	Pump Head	**88.3**	**ft**		**118.5**	**ft**		**#DIV/0!**		**ft**
	Pump Flow	**465**	**gpm**		**514**	**gpm**		**#DIV/0!**		**gpm**

*Measured from top of wetwell. Use negative numbers for measurements below top of wetwell.

**Measured from top of wetwell.

-Information only. Numerical values are not used in calculations.

-Select input using dropdown list.

-Input used in calculations.

!!!!!!! **At NO TIME can the Influent Pipe (invert) be at or under the Sewage level. Take pictures of pump cabinet for LS# and wet well with influent pipe flowing and manifold with press. gauge showing.**

ADDITIONAL NOTES

Pump 2 had a lot of debris clogged in the riser pipe near the pressure gauge. Test was performed twice, both above the manufacture's curve.

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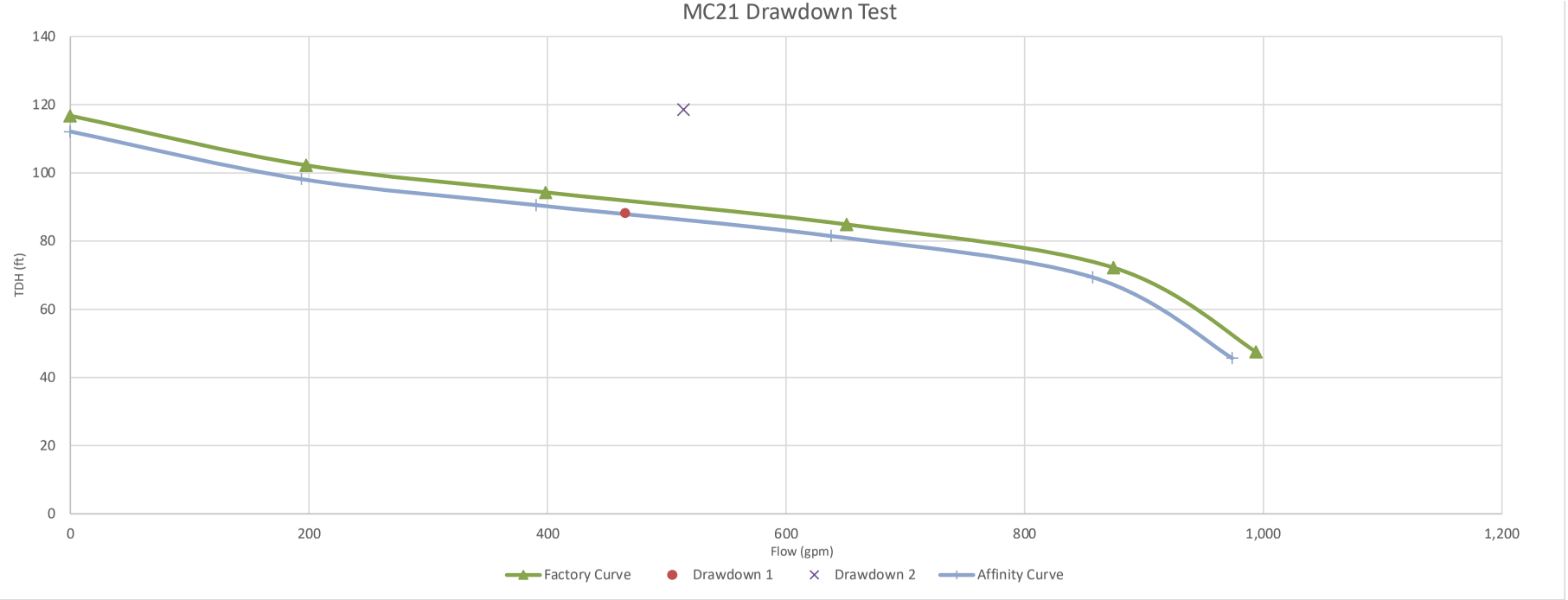

MC21 Drawdown Test
140
120
100
80
60
40
20
0
TDH (ft)
0
200
400
600
800
1,000
1,200
Flow (gpm)
Factory Curve
Drawdown 1
Drawdown 2
Affinity Curve

Citrus County

Lift Station Drawdown Testing

Lift Station Name: MC24
Date: 10/15/2020 **Time Tested:**
Tested By: DJS/TJL

Station Info			
	Wetwell Ø (equivalent diameter)	4.0	ft
	FM Length From Pump to Pressure Gauge	20	ft
	Height to Pressure Gauge*		in
	Wetwell Volume/ft	94.00	gal/ft

	Discharge FM Ø	2	in
	Friction "C" Factor	120	
0	∑[Resistance Coeff. (K)]	3.62	

		Pump 1		Pump 2		Pump 3	
Pump Info	Manufacturer	Hydromatic		Hydromatic			
	Model	HPGF 500 M3-4	1750RPM	HPGF 500 M3-4	1750 RPM		
	Impeller	10.13 in		10.13 in			in
	Horsepower	5		5			
Pump Test	Static Pressure	psi	0	psi	0		psi
	Running Pressure	psi	0	psi	0		psi
	Drawdown Initial Depth**	ft	in 0.00	ft	in 0.00	ft	in
	Drawdown Final Depth**	ft	in 0.00	ft	in 0.00	ft	in
	Drawdown Time	min	sec 0	min	sec 0	min	sec
	Inflow Initial Depth**	ft	in 0.00	ft	in 0.00	ft	in
	Inflow Final Depth**	ft	in 0.00	ft	in 0.00	ft	in
	Fill Time	min	sec 0.00		sec 0.00	min	sec
	Measure from wet well top down to ground level		in				
	Drawdown Flow	#DIV/0!	gpm	#DIV/0!	gpm	#DIV/0!	gpm
	Inflow	#DIV/0!	gpm	#DIV/0!	gpm	#DIV/0!	gpm
	Discharge Velocity	#DIV/0!	fps	#DIV/0!	fps	#DIV/0!	fps
	Pipe Friction to Gauge	#DIV/0!	ft	#DIV/0!	ft	#DIV/0!	ft
	Pump Head	**#DIV/0!**	**ft**	**#DIV/0!**	**ft**	**#DIV/0!**	**ft**
	Pump Flow	**#DIV/0!**	**gpm**	**#DIV/0!**	**gpm**	**#DIV/0!**	**gpm**

*Measured from top of wetwell. Use negative numbers for measurements below top of wetwell.

**Measured from top of wetwell.

-Information only. Numerical values are not used in calculations.

-Select input using dropdown list.

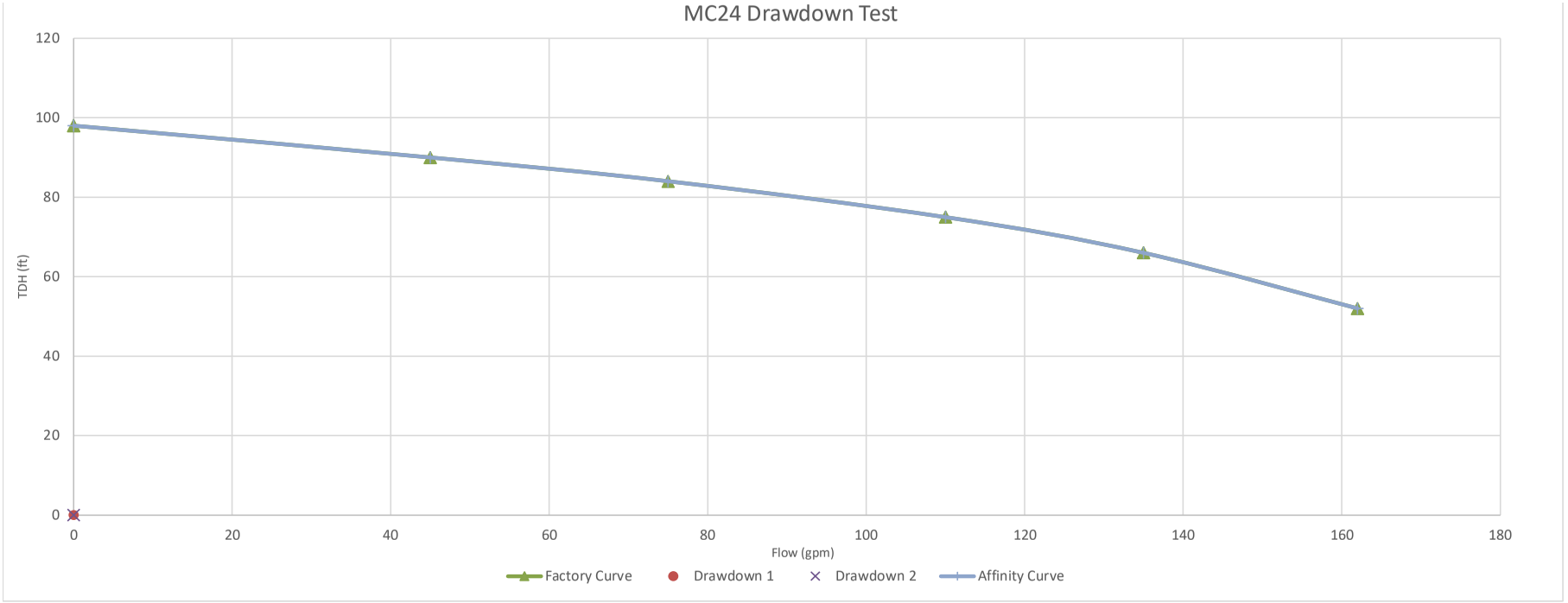
-Input used in calculations.

!!!!!!! **At NO TIME can the Influent Pipe (invert) be at or under the Sewage level. Take pictures of pump cabinet for LS# and wet well with influent pipe flowing and manifold with press. gauge showing.**

ADDITIONAL NOTES

Private Station: Drawdown test could not be performed.

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)


MC24 Drawdown Test
120
100
80
60
40
20
0
TDH (ft)
0
20
40
60
80
100
120
140
160
180
Flow (gpm)
Factory Curve
Drawdown 1
Drawdown 2
Affinity Curve

Citrus County

Lift Station Drawdown Testing

Lift Station Name: Tradewind Resort
Date: 10/15/2020 **Time Tested:**
Tested By: DJS/TJL

Station Info			
	Wetwell Ø (equivalent diameter)	4.0	ft
	FM Length From Pump to Pressure Gauge	14	ft
	Height to Pressure Gauge*	-18	in
	Wetwell Volume/ft	94.00	gal/ft

	Discharge FM Ø	3	in
	Friction "C" Factor	120	
-1.5	∑[Resistance Coeff. (K)]	3.38	

		Pump 1		Pump 2		Pump 3	
Pump Info	Manufacturer	Hydromatic		Hydromatic			
	Model	S3HRC	3450 RPM	S3HRC	3450 RPM		
	Impeller	5	in	5	in		in
	Horsepower	7.5		7.5			
Pump Test	Static Pressure		psi 0		psi 0		psi
	Running Pressure		psi 0		psi 0		psi
	Drawdown Initial Depth**	ft	in 0.00	ft	in 0.00	ft	in
	Drawdown Final Depth**	ft	in 0.00	ft	in 0.00	ft	in
	Drawdown Time	min	sec 0	min	sec 0	min	sec
	Inflow Initial Depth**	ft	in 0.00	ft	in 0.00	ft	in
	Inflow Final Depth**	ft	in 0.00	ft	in 0.00	ft	in
	Fill Time	min	sec 0.00		sec 0.00	min	sec
	Measure from wet well top down to ground level		in				
	Drawdown Flow	#DIV/0!	gpm	#DIV/0!	gpm	#DIV/0!	gpm
	Inflow	#DIV/0!	gpm	#DIV/0!	gpm	#DIV/0!	gpm
	Discharge Velocity	#DIV/0!	fps	#DIV/0!	fps	#DIV/0!	fps
	Pipe Friction to Gauge	#DIV/0!	ft	#DIV/0!	ft	#DIV/0!	ft
	Pump Head	**#DIV/0!**	**ft**	**#DIV/0!**	**ft**	**#DIV/0!**	**ft**
	Pump Flow	**#DIV/0!**	**gpm**	**#DIV/0!**	**gpm**	**#DIV/0!**	**gpm**

*Measured from top of wetwell. Use negative numbers for measurements below top of wetwell.

**Measured from top of wetwell.

-Information only. Numerical values are not used in calculations.

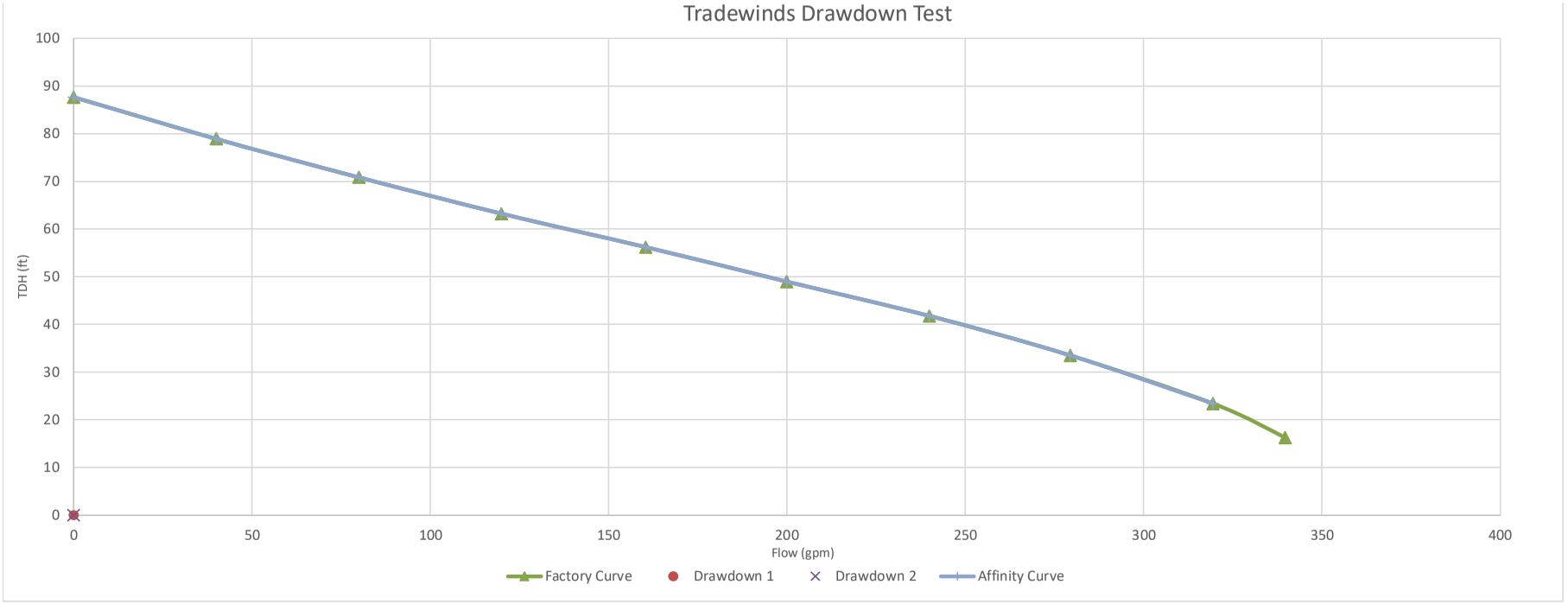
-Select input using dropdown list.

-Input used in calculations.

!!!!!!! **At NO TIME can the Influent Pipe (invert) be at or under the Sewage level. Take pictures of pump cabinet for LS# and wet well with influent pipe flowing and manifold with press. gauge showing.**

ADDITIONAL NOTES

Private Station: Drawdown test could not be performed.


Tradewinds Drawdown Test
TDH (ft)
100
90
80
70
60
50
40
30
20
10
0
0
50
100
150
200
250
300
350
400
Flow (gpm)
Factory Curve
Drawdown 1
Drawdown 2
Affinity Curve

Citrus County

Lift Station Drawdown Testing

NOTE: Provided data was limited and should be field verified. No impeller diameter provided.

Lift Station Name: Homosassa River RV (Turtle Creek)
Date: 10/15/2020 **Time Tested:**
Tested By: DJS/TJL

Station Info	Wetwell Ø (equivalent diameter)	4.0	ft			Discharge FM Ø	2	in
	FM Length From Pump to Pressure Gauge	13	ft			Friction "C" Factor	120	
	Height to Pressure Gauge*	-20	in	-1.666666667		∑[Resistance Coeff. (K)]	3.62	
	Wetwell Volume/ft	94.00	gal/ft					

		Pump 1		Pump 2		Pump 3	
Pump Info	Manufacturer	Ebara		Ebara			
	Model	50DGF		50DGF			
	Impeller	5.75	in	5.75	in		in
	Horsepower	5		5			
Pump Test	Static Pressure		psi 0		psi 0		psi
	Running Pressure		psi 0		psi 0		psi
	Drawdown Initial Depth**	ft	in 0.00	ft	in 0.00	ft	in
	Drawdown Final Depth**	ft	in 0.00	ft	in 0.00	ft	in
	Drawdown Time	min	sec 0	min	sec 0	min	sec
	Inflow Initial Depth**	ft	in 0.00	ft	in 0.00	ft	in
	Inflow Final Depth**	ft	in 0.00	ft	in 0.00	ft	in
	Fill Time	min	sec 0.00		sec 0.00	min	sec
	Measure from wet well top down to ground level		in				
	Drawdown Flow	#DIV/0!	gpm	#DIV/0!	gpm	#DIV/0!	gpm
	Inflow	#DIV/0!	gpm	#DIV/0!	gpm	#DIV/0!	gpm
	Discharge Velocity	#DIV/0!	fps	#DIV/0!	fps	#DIV/0!	fps
	Pipe Friction to Gauge	#DIV/0!	ft	#DIV/0!	ft	#DIV/0!	ft
	Pump Head	**#DIV/0!**	**ft**	**#DIV/0!**	**ft**	**#DIV/0!**	**ft**
	Pump Flow	**#DIV/0!**	**gpm**	**#DIV/0!**	**gpm**	**#DIV/0!**	**gpm**

*Measured from top of wetwell. Use negative numbers for measurements below top of wetwell.

**Measured from top of wetwell.

-Information only. Numerical values are not used in calculations.

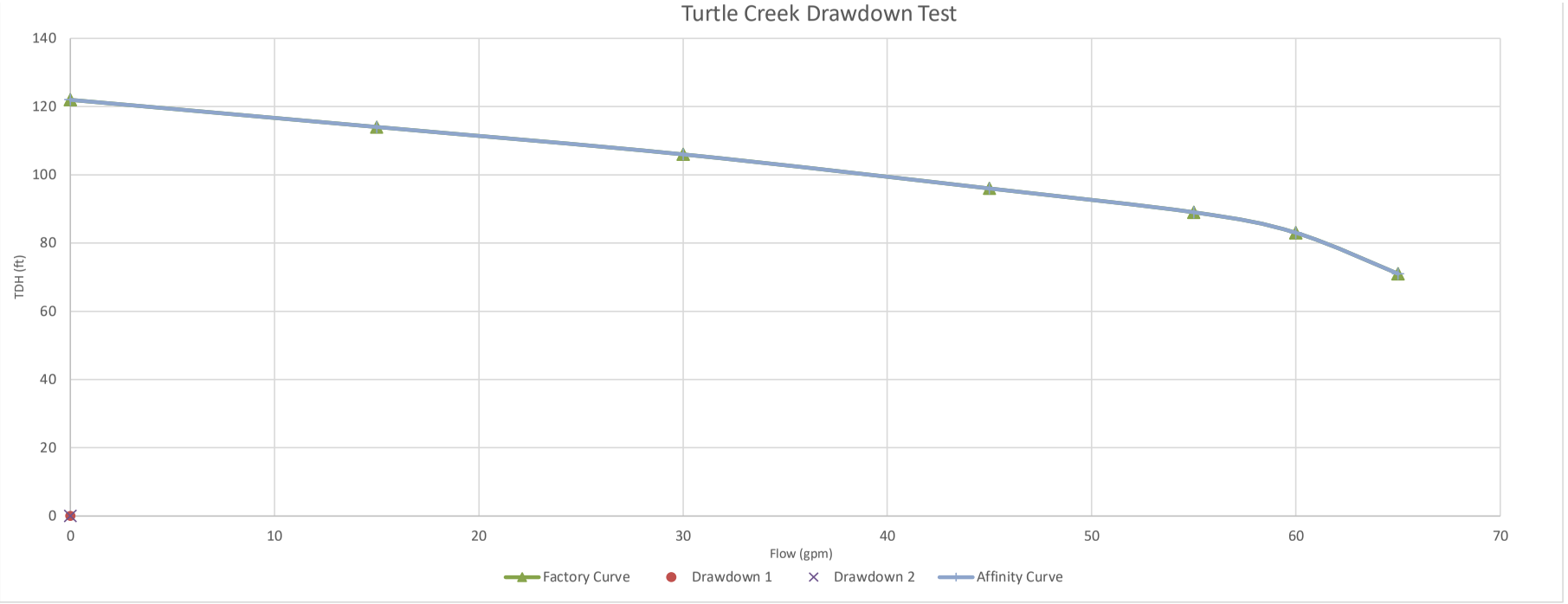
-Select input using dropdown list.

-Input used in calculations.

!!!!!!! **At NO TIME can the Influent Pipe (invert) be at or under the Sewage level. Take pictures of pump cabinet for LS# and wet well with influent pipe flowing and manifold with press. gauge showing.**

ADDITIONAL NOTES

Private Station: Drawdown test could not be performed.


Turtle Creek Drawdown Test
140
120
100
80
60
40
20
0
TDH (ft)
0
10
20
30
40
50
60
70
Flow (gpm)
Factory Curve
Drawdown 1
Drawdown 2
Affinity Curve

Citrus County

Lift Station Drawdown Testing

Information based on model of Garcia Point PER (03860-049-01)

Lift Station Name: The Freezer
Date: 10/15/2020 **Time Tested:**
Tested By: DJS/TJL

Station Info							
	Wetwell Ø (equivalent diameter)	4.0	ft		Discharge FM Ø	3	in
	FM Length From Pump to Pressure Gauge	16.1	ft		Friction "C" Factor	120	
	Height to Pressure Gauge*		in	#VALUE!	∑[Resistance Coeff. (K)]	3.38	
	Wetwell Volume/ft	94.00	gal/ft				

		Pump 1		Pump 2		Pump 3	
Pump Info	Manufacturer	Flygt		Flygt			
	Model	MP3102.170	3455 rpm	MP3102.170	3455 rpm		
	Impeller	5.87 in		5.87 in			in
	Horsepower	3		3			
Pump Test	Static Pressure		psi 0		psi 0		psi
	Running Pressure		psi 0		psi 0		psi
	Drawdown Initial Depth**	ft	in 0.00	ft	in 0.00	ft	in
	Drawdown Final Depth**	ft	in 0.00	ft	in 0.00	ft	in
	Drawdown Time	min	sec 0	min	sec 0	min	sec
	Inflow Initial Depth**	ft	in 0.00	ft	in 0.00	ft	in
	Inflow Final Depth**	ft	in 0.00	ft	in 0.00	ft	in
	Fill Time	min	sec 0.00		sec 0.00	min	sec
	Measure from wet well top down to ground level		in				
	Drawdown Flow	#DIV/0!	gpm	#DIV/0!	gpm	#DIV/0!	gpm
	Inflow	#DIV/0!	gpm	#DIV/0!	gpm	#DIV/0!	gpm
	Discharge Velocity	#DIV/0!	fps	#DIV/0!	fps	#DIV/0!	fps
	Pipe Friction to Gauge	#DIV/0!	ft	#DIV/0!	ft	#DIV/0!	ft
	Pump Head	**#VALUE!**	**ft**	**#VALUE!**	**ft**	**#VALUE!**	**ft**
	Pump Flow	**#DIV/0!**	**gpm**	**#DIV/0!**	**gpm**	**#DIV/0!**	**gpm**

*Measured from top of wetwell. Use negative numbers for measurements below top of wetwell.

**Measured from top of wetwell.

-Information only. Numerical values are not used in calculations.

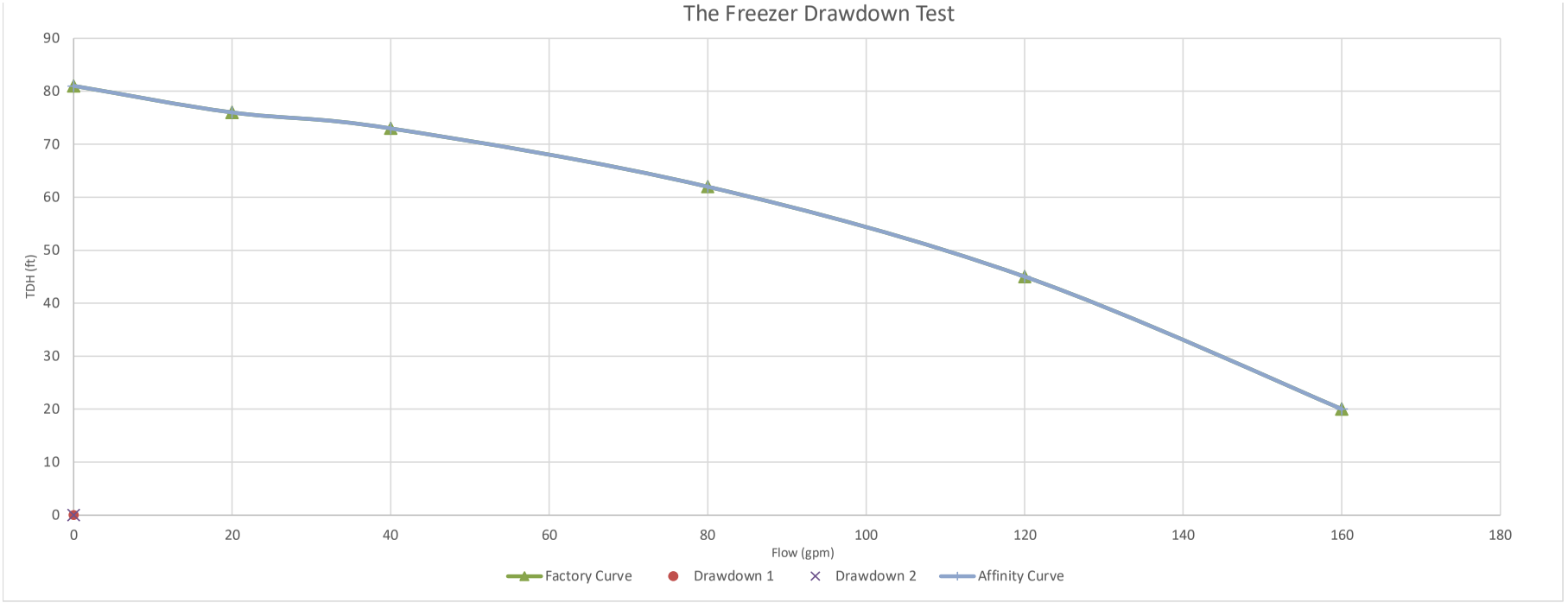
-Select input using dropdown list.

-Input used in calculations.

!!!!!!! **At NO TIME can the Influent Pipe (invert) be at or under the Sewage level. Take pictures of pump cabinet for LS# and wet well with influent pipe flowing and manifold with press. gauge showing.**

ADDITIONAL NOTES

Private Station: Drawdown test could not be performed.


The Freezer Drawdown Test
TDH (ft)
90
80
70
60
50
40
30
20
10
0
0
20
40
60
80
100
120
140
160
180
Flow (gpm)
Factory Curve
Drawdown 1
Drawdown 2
Affinity Curve

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

Appendix B

Engineer's Opinion of Probable Construction Costs

APPENDIX B

Net Present Value - Downtown West

	Alternative 1	Alternative 2
Present Value (Maintenace plus Energy Cost for the project per year)	$ (31,721.33)	$ (9,651.08)
Interest	0.03	0.03
Number of Years	20	20
O&M Present value	$471,933.31	$143,583.70
Net Present Value (Capital Cost + O&M Presetn Value)	$8,569,000.00	$8,291,000.00
Energy Cost Calculation		
Flow (GPD)	110	990
Pump Rate (gpm)	11.5	11.5
Height of water (ft)	80.00	80.00
Pump Efficiency	0.8	0.8
Theoretical horsepower required (hp)	0.29	0.29
Hour of operation of Pump	0.16	1.43
Cost of Electricity ($/kw.hr)	$0.12	$0.12
Daily Cost of Electricity($/day)	$0.00	$0.04
Total Annual Electricity Cost per Pump($)	$1.51	$13.60
Total Annual Electricity Cost for the Alternate($)	$329.33	$435.08
Net Present Value Calculations		
Annual Maintenance Cost per lift station	$ 144.00	288.00
Annual Energy Cost per lift station	$ 1.51	13.60
Total Annual O&M+Energy Cost for Alternative per year	$ 31,721.00	$ 9,651.00
Inflation	3%	3%
Planning Period	20 years	20 years
O&M Present Value	$ 471,933	$143,584
Capital Cost	$ 8,097,000	$ 8,147,000
Net Present Value	$ 8,569,000	$ 8,291,000

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

APPENDIX B

Net Present Value - Downtown East

	Alternative 1	Alternative 2
Present Value (Maintenace plus Energy Cost for the project per year)	$ (68,826.56)	$ (16,286.20)
Interest	0.03	0.03
Number of Years	20	20
O&M Present value	$1,023,965.39	$242,297.49
Net Present Value (Capital Cost + O&M Presetn Value)	$15,383,000.00	$12,359,000.00
Energy Cost Calculation		
Flow (GPD)	110	990
Pump Rate (gpm)	11.5	11.5
Height of water (ft)	80.00	80.00
Pump Efficiency	0.8	0.8
Theoretical horsepower required (hp)	0.29	0.29
Hour of operation of Pump in a day	0.16	1.43
Cost of Electricity ($/kw.hr)	$0.12	$0.12
Daily Cost of Electricity($/day)	$0.004	$0.04
Total Annual Electricity Cost per Pump($)	$1.51	$13.60
Total Annual Electricity Cost for the Alternate($)	$714.56	$734.20
Net Present Value Calculations		
Annual Maintenance Cost per lift station	$ 144.00	288.00
Annual Energy Cost per lift station	$ 1.51	13.60
Total Annual O&M+Energy Cost for Alternative per year	$ 68,826.56	$ 16,286.20
Inflation	3%	3%
Planning Period	20 years	20 years
O&M Present Value	$ 1,023,965	$242,297
Capital Cost	$ 14,359,000	$ 12,117,000
Net Present Value	$ 15,383,000	$ 12,359,000

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

APPENDIX B

Net Present Value - Downtown North

	Alternative 1	Alternative 2
Present Value (Maintenace plus Energy Cost for the project per year)	$ (18,770.88)	$ (5,127.14)
Interest	0.03	0.03
Number of Years	20	20
O&M Present value	$279,263.29	$76,278.84
Net Present Value (Capital Cost + O&M Presetn Value)	$6,751,000.00	$5,191,000.00
Energy Cost Calculation		
Flow (GPD)	110	990
Pump Rate (gpm)	11.5	11.5
Height of water (ft)	80.00	80.00
Pump Efficiency	0.8	0.8
Theoretical horsepower required (hp)	0.29	0.29
Hour of operation of Pump in a day	0.16	1.43
Cost of Electricity ($/kw.hr)	$0.12	$0.12
Daily Cost of Electricity($)	$0.00	$0.04
Total Annual Electricity Cost per Pump($)	$1.51	$13.60
Total Annual Electricity Cost for the Alternate($)	$194.88	$231.14
Net Present Value Calculations		
Annual Maintenance Cost per lift station	$ 144.00	288.00
Annual Energy Cost per lift station	$ 1.51	13.60
Total Annual O&M+Energy Cost for Alternative per year	$ 18,770.88	$ 5,127.14
Inflation	3%	3%
Planning Period	20 years	20 years
O&M Present Value	$ 279,263	$76,279
Capital Cost	$ 6,472,000	$ 5,115,000
Net Present Value	$ 6,751,000	$ 5,191,000

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

APPENDIX B

Net Present Value - Homosassa Park

	Alternative 1	Alternative 2
Present Value (Maintenace plus Energy Cost for the project per year)	$ (12,950.45)	$ (3,619.16)
Interest	0.03	0.03
Number of Years	20	20
O&M Present value	$192,670.02	$53,843.89
Net Present Value (Capital Cost + O&M Presetn Value)	$4,183,000.00	$3,770,000.00
Energy Cost Calculation		
Flow (GPD)	110	990
Pump Rate (gpm)	11.5	11.5
Height of water (ft)	80.00	80.00
Pump Efficiency	0.8	0.8
Theoretical horsepower required (hp)	0.29	0.29
Hour of operation of Pump in a day	0.16	1.43
Cost of Electricity ($/kw.hr)	$0.12	$0.12
Daily Cost of Electricity($)	$0.00	$0.04
Total Annual Electricity Cost per Pump($)	$1.51	$13.60
Total Annual Electricity Cost for the Alternate($)	$134.45	$163.16
Net Present Value Calculations		
Annual Maintenance Cost per lift station	$ 144.00	288.00
Annual Energy Cost per lift station	$ 1.51	13.60
Total Annual O&M+Energy Cost for Alternative per year	$ 12,950.45	$ 3,619.16
Inflation	3%	3%
Planning Period	20 years	20 years
O&M Present Value	$ 192,670	$53,844
Capital Cost	$ 3,990,263	$ 3,716,504
Net Present Value	$ 4,183,000	$ 3,770,000

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

APPENDIX B

Net Present Value - Rooks

	Alternative 1	Alternative 2
Present Value (Maintenace plus Energy Cost for the project per year)	$ (23,718.24)	$ (8,444.70)
Interest	0.03	0.03
Number of Years	20	20
O&M Present value	$352,867.57	$125,635.74
Net Present Value (Capital Cost + O&M Presetn Value)	$7,300,000.00	$7,186,000.00
Energy Cost Calculation		
Flow (GPD)	110	990
Pump Rate (gpm)	11.5	11.5
Height of water (ft)	80.00	80.00
Pump Efficiency	0.8	0.8
Theoretical horsepower required (hp)	0.29	0.29
Hour of operation of Pump in a day	0.16	1.43
Cost of Electricity ($/kw.hr)	$0.12	$0.12
Daily Cost of Electricity($)	$0.00	$0.04
Total Annual Electricity Cost per Pump($)	$1.51	$13.60
Total Annual Electricity Cost for the Alternate($)	$246.24	$380.70
Net Present Value Calculations		
Annual Maintenance Cost per lift station	$ 144.00	288.00
Annual Energy Cost per lift station	$ 1.51	13.60
Total Annual O&M+Energy Cost for Alternative per year	$ 23,718.24	$ 8,444.70
Inflation	3%	3%
Planning Period	20 years	20 years
O&M Present Value	$ 352,868	$125,636
Capital Cost	$ 6,947,032	$ 7,060,000
Net Present Value	$ 7,300,000	$ 7,186,000

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

APPENDIX B

Net Present Value - Homosassa Retreats

	Alternative 1	Alternative 2
Present Value (Maintenace plus Energy Cost for the project per year)	$ (15,133.11)	$ (7,238.31)
Interest	0.03	0.03
Number of Years	20	20
O&M Present value	$225,142.50	$107,687.78
Net Present Value (Capital Cost + O&M Presetn Value)	$5,765,000.00	$6,441,000.00
Energy Cost Calculation		
Flow (GPD)	110	990
Pump Rate (gpm)	11.5	11.5
Height of water (ft)	80.00	80.00
Pump Efficiency	0.8	0.8
Theoretical horsepower required (hp)	0.29	0.29
Hour of operation of Pump in a day	0.16	1.43
Cost of Electricity ($/kw.hr)	$0.12	$0.12
Daily Cost of Electricity($)	$0.00	$0.04
Total Annual Electricity Cost per Pump($)	$1.51	$13.60
Total Annual Electricity Cost for the Alternate($)	$157.11	$326.31
Net Present Value Calculations		
Annual Maintenance Cost per lift station	$ 144.00	288.00
Annual Energy Cost per lift station	$ 1.51	13.60
Total Annual O&M+Energy Cost for Alternative per year	$ 15,133.11	$ 7,238.31
Inflation	3%	3%
Planning Period	20 years	20 years
O&M Present Value	$ 225,142	$107,688
Capital Cost	$ 5,540,000	$ 6,333,000
Net Present Value	$ 5,765,000	$ 6,441,000

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

APPENDIX B

Net Present Value - Cedars

	Alternative 1	Alternative 2
Present Value (Maintenace plus Energy Cost for the project per year)	$ (3,346.75)	$ (1,206.39)
Interest	0.03	0.03
Number of Years	20	20
O&M Present value	$49,791.13	$17,947.96
Net Present Value (Capital Cost + O&M Presetn Value)	$1,416,000.00	$8,165,000.00
Energy Cost Calculation		
Flow (GPD)	110	990
Pump Rate (gpm)	11.5	11.5
Height of water (ft)	80.00	80.00
Pump Efficiency	0.8	0.8
Theoretical horsepower required (hp)	0.29	0.29
Hour of operation of Pump in a day	0.16	1.43
Cost of Electricity ($/kw.hr)	$0.12	$0.12
Daily Cost of Electricity($)	$0.00	$0.04
Total Annual Electricity Cost per Pump($)	$1.51	$13.60
Total Annual Electricity Cost for the Alternate($)	$34.75	$54.39
Net Present Value Calculations		
Annual Maintenance Cost per lift station	$ 144.00	288.00
Annual Energy Cost per lift station	$ 1.51	13.60
Total Annual O&M+Energy Cost for Alternative per year	$ 3,346.75	$ 1,206.39
Inflation	3%	3%
Planning Period	20 years	20 years
O&M Present Value	$ 49,791	$17,948
Capital Cost	$ 1,366,000	$ 1,258,000
Net Present Value	$ 1,416,000	$ 1,276,000

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

APPENDIX B

Net Present Value - Mason Creek

	Alternative 1	Alternative 2
Present Value (Maintenace plus Energy Cost for the project per year)	$ (23,281.71)	$ (6,635.12)
Interest	0.03	0.03
Number of Years	20	20
O&M Present value	$346,373.07	$98,713.79
Net Present Value (Capital Cost + O&M Presetn Value)	$6,816,000.00	$6,057,000.00
Energy Cost Calculation		
Flow (GPD)	110	990
Pump Rate (gpm)	11.5	11.5
Height of water (ft)	80.00	80.00
Pump Efficiency	0.8	0.8
Theoretical horsepower required (hp)	0.29	0.29
Hour of operation of Pump in a day	0.16	1.43
Cost of Electricity ($/kw.hr)	$0.12	$0.12
Daily Cost of Electricity($)	$0.00	$0.04
Total Annual Electricity Cost per Pump($)	$1.51	$13.60
Total Annual Electricity Cost for the Alternate($)	$241.71	$299.12
Net Present Value Calculations		
Annual Maintenance Cost per lift station	$ 144.00	288.00
Annual Energy Cost per lift station	$ 1.51	13.60
Total Annual O&M+Energy Cost for Alternative per year	$ 23,281.71	$ 6,635.12
Inflation	3%	3%
Planning Period	20 years	20 years
O&M Present Value	$ 346,373	$98,714
Capital Cost	$ 6,470,000	$ 5,958,000
Net Present Value	$ 6,816,000	$ 6,057,000

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

APPENDIX B

Net Present Value - Homosassa PH_05

	Alternative 1	Alternative 2
Present Value (Maintenace plus Energy Cost for the project per year)	$ (16,733.73)	$ (6,936.71)
Interest	0.03	0.03
Number of Years	20	20
O&M Present value	$248,955.65	$103,200.78
Net Present Value (Capital Cost + O&M Presetn Value)	$5,723,000.00	$6,075,000.00
Energy Cost Calculation		
Flow (GPD)	110	990
Pump Rate (gpm)	11.5	11.5
Height of water (ft)	80.00	80.00
Pump Efficiency	0.8	0.8
Theoretical horsepower required (hp)	0.29	0.29
Hour of operation of Pump in a day	0.16	1.43
Cost of Electricity ($/kw.hr)	$0.12	$0.12
Daily Cost of Electricity($)	$0.00	$0.04
Total Annual Electricity Cost per Pump($)	$1.51	$13.60
Total Annual Electricity Cost for the Alternate($)	$173.73	$312.71
Net Present Value Calculations		
Annual Maintenance Cost per lift station	$ 144.00	288.00
Annual Energy Cost per lift station	$ 1.51	13.60
Total Annual O&M+Energy Cost for Alternative per year	$ 16,733.73	$ 6,936.71
Inflation	3%	3%
Planning Period	20 years	20 years
O&M Present Value	$ 248,956	$103,201
Capital Cost	$ 5,474,000	$ 5,972,000
Net Present Value	$ 5,723,000	$ 6,075,000

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

Appendix C

Environmental Review Report

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

JonesEdmunds

HOMOSASSA WASTEWATER SERVICE AREA
SEPTIC SYSTEM-TO-SEWER CONVERSION PROJECT
ENVIRONMENTAL REPORT

Citrus County Utility Authority | March 2021

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

HOMOSASSA WASTEWATER SERVICE AREA
SEPTIC SYSTEM-TO-SEWER CONVERSION PROJECT
ENVIRONMENTAL REPORT

Prepared for:

Citrus County Utility Authority

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Jones Edmunds Project No.: 03860-084-01

March 2021

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1 PROJECT BACKGROUND

The Homosassa River is in west Citrus County approximately 1 mile west of Homosassa Springs on US Highway 19. The Homosassa River originates in the Homosassa Main Springs Pool in the Ellie Schiller Homosassa Springs Wildlife State Park and flows 8 miles to the Gulf of Mexico. The source waters for the Homosassa River consist of eight springs called the Homosassa Springs Group. The Homosassa Springs Group are included in the Florida Springs and Aquifer Protection Act, which provides for the protection and restoration of Outstanding Florida Springs (OFS). The Florida Department of Environmental Protection (FDEP) has identified the water quality of the OFS as impaired for the existence of nitrate-nitrogen as a primary pollutant. The nitrate-nitrogen has produced an excessive growth of algae that has caused adverse effects on the flora and fauna of these springs.

As stated in the Homosassa River Surface Water Improvement and Management Plan, 2017, the Homosassa River springs total maximum daily loads (TMDLs) will require reductions in nitrate concentrations ranging from 63 percent to 76 percent. FDEP has developed a draft Nitrogen Source Inventory Loading Tool (NSILT) to identify major sources of nitrogen and estimate their loads to groundwater within the Homosassa River Basin Management Action Plan (BMAP) area. The tool determined that 16 percent of the nutrient content in the Homosassa River comes from septic tanks. As a result, Citrus County identify areas along the Homosassa river that currently have septic tanks and plans to phase out septic tanks in a 5-Year Plan as part of the Onsite Sewage Treatment and Disposal System (OSTDS) Remediation Plan in the adopted BMAP. This phase-out program is essential to the prevention of the groundwater and surface-water contamination via nitrate-nitrogen to achieve the required TMDL previously mentioned.

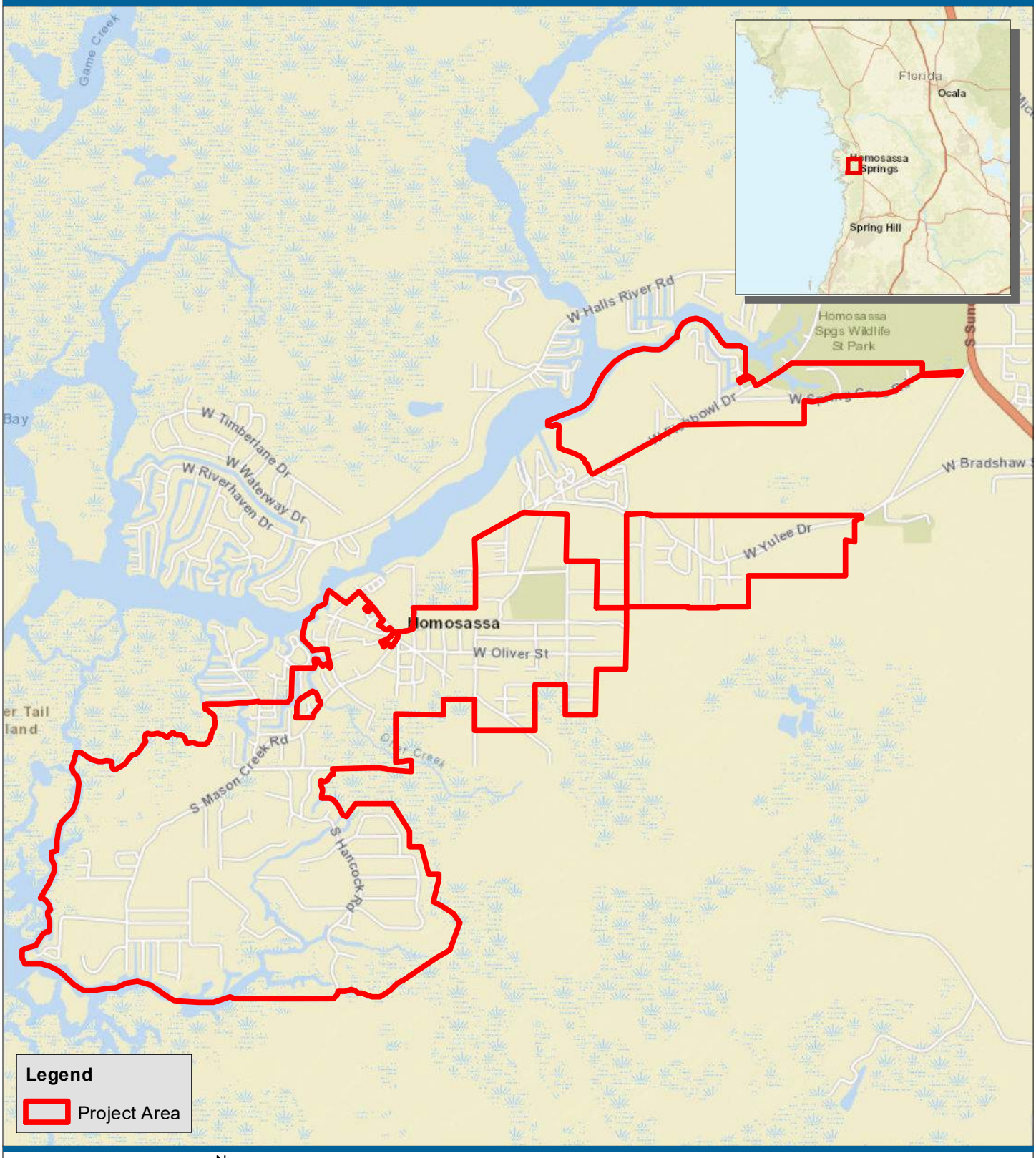
2 PROJECT DESCRIPTION

This project consists of nine areas in Old Homosassa of approximately 1,140 improved lots, which will be connected to the central sewer system (Figure 1). Several force mains will be upgraded and numerous pump stations will be installed. This infrastructure will be installed within existing road right-of-way (ROW).

3 ENVIRONMENTAL BENEFITS

The current and future Homosassa wastewater treatment plan (WWTP) service area is in a karst region within the Chassahowitzka springshed. Nitrogen loading to groundwater and surface waters by septic systems has been identified as a major threat to the water quality in the watershed. Expansion of the Homosassa WWTP, decommissioning of over 1,100 septic systems, and the ability to accommodate future growth with a centralized wastewater system within the current and future service area will protect the groundwater quality and springshed from the threat posed by nutrients from septic tank drainfields.

Figure 1
Project Location Map
Homosassa Septic System-To-Sewer Conversion Project



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4 ENVIRONMENTAL EFFECTS

Most of the project activities will occur within maintained road ROWs within residential subdivisions (Photographs 1 and 2). The wastewater pipes are to be installed using the open-pit method, which requires a temporary disturbance area of approximately 10 to 15 feet in width depending on the size of the proposed pipe.

Photograph 1 Typical Residential Dirt ROW Within Project Limits

Photograph 2 Typical Residential Paved ROW Within Project Limits

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Jones Edmunds staff performed a biological survey and habitat assessment for the proposed Homosassa Wastewater Service Area (WSA) Septic-to-Sewer Conversion Project in March 2021. This assessment was to characterize the native vegetative communities present on site, identify the presence or likely presence of listed wildlife species, and assess the area for floodplains. Listed species are those animals formally listed as Endangered, Threatened, or Species of Special Concern by the US Fish and Wildlife Service (USFWS) or the Florida Fish and Wildlife Conservation Commission (FWC). The following presents the results of this assessment.

4.1 Land Use

Jones Edmunds characterized land use within the project area using the Florida Land Use, Cover, and Forms Classification System (FLUCFCS). Land uses in the project area include Urban and Built-Up (FLUCFCS 1000), Open Land (FLUCFCS 1900), Upland Forest (FLUCFCS 4000), Surface Waters (FLUCFCS Code 5000), and Wetlands (FLUCFCS 6000) (Figures 2a and 2b).

Urban and Built-Up (FLUCFCS 1000) areas consist of residential land with varying degrees of density and infrastructure development including commercial, retail, industrial, religious, military, and governmental facilities throughout the project area. Vegetation is dominated by turf grasses and a wide variety of ornamentals and native species that receive regular maintenance and mowing.

Open Land (FLUCFCS 1900) areas are characterized as inactive land with street patterns but without structures and are in the southwest region of the project limits. These areas appear to be inactive land dominated by grasses and shrubs and may be in a transitional state, ultimately to be developed into one of the typical urban land uses, although at the time of the assessment the intended use may not be clear.

Upland Forest (FLUCFCS 4000) areas are found throughout the project area and consist of upland forest dominated by a diversity of species such as pines and hardwoods. A wide variety of trees are within these communities depending on the location, but in all cases the habitat is considered an upland, not wetland, vegetative association. No xeric or other critical upland habitat is within the project area.

Surface Waters (FLUCFCS 5000) areas include primarily rivers, creeks, canals, ditches, roadside swales, ponds, and man-made reservoirs that are within the project area. The dominant surface waters are roadside swales that are in the road ROWs. Several creek systems will be crossed with the proposed wastewater lines. These lines will be directionally drilled under some surface waters and/or installed using an open-cut trench, which will result in only a temporary impact.

Wetlands (FLUCFCS 6000) areas are throughout the project area and range from forested to herbaceous. In some areas, the ROW contains jurisdictional wetlands. If the wetlands cannot be avoided, temporary impacts will likely occur to some of these wetlands resulting from the pipe installation. However, these wetlands will be backfilled to grade and seeded. Before construction, the necessary state and federal permits will be obtained authorizing activities in wetlands and any compensatory mitigation.

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Figure 2a
Landuse Map - North Section

Homosassa Septic System-To-Sewer Conversion Project

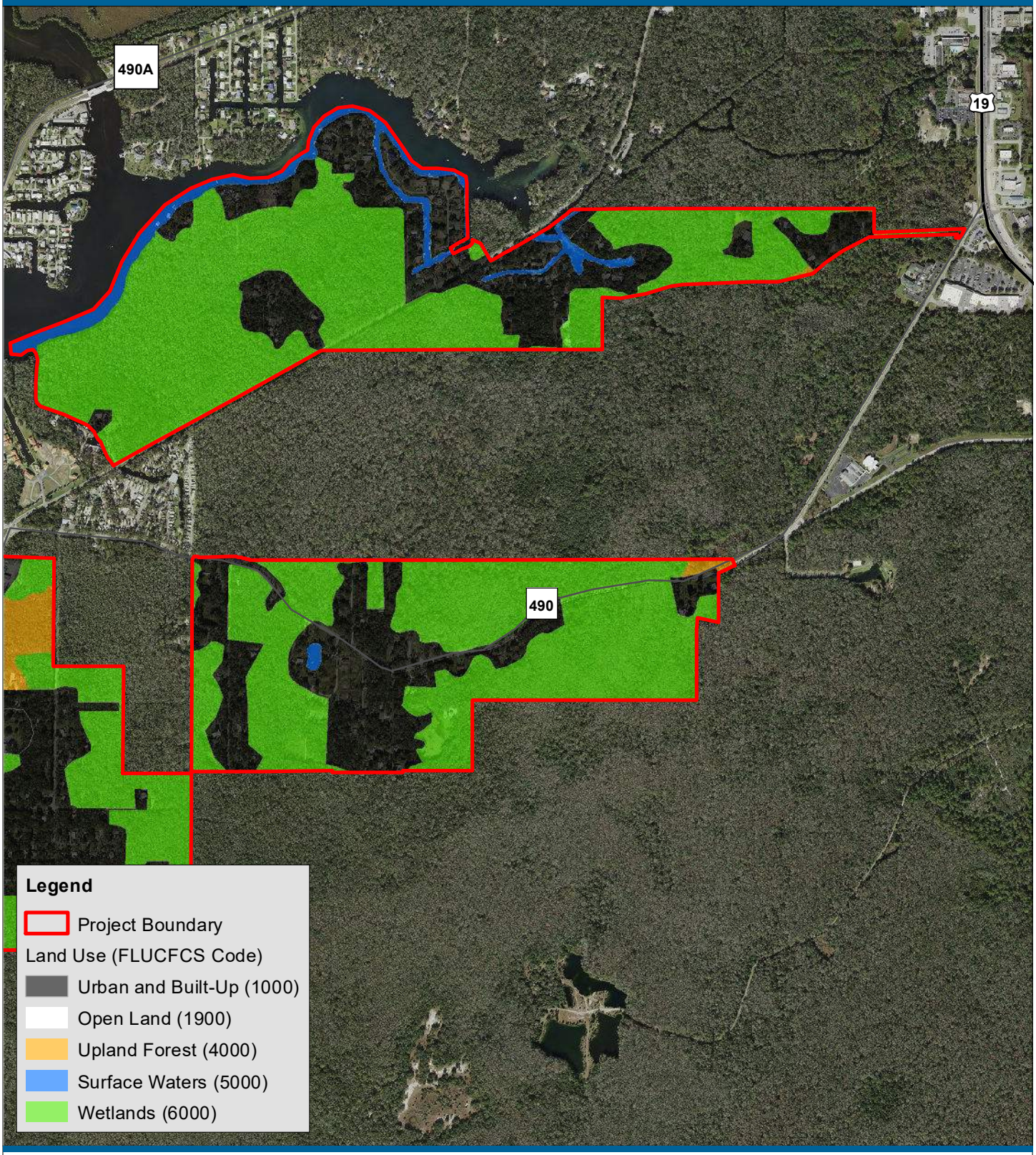

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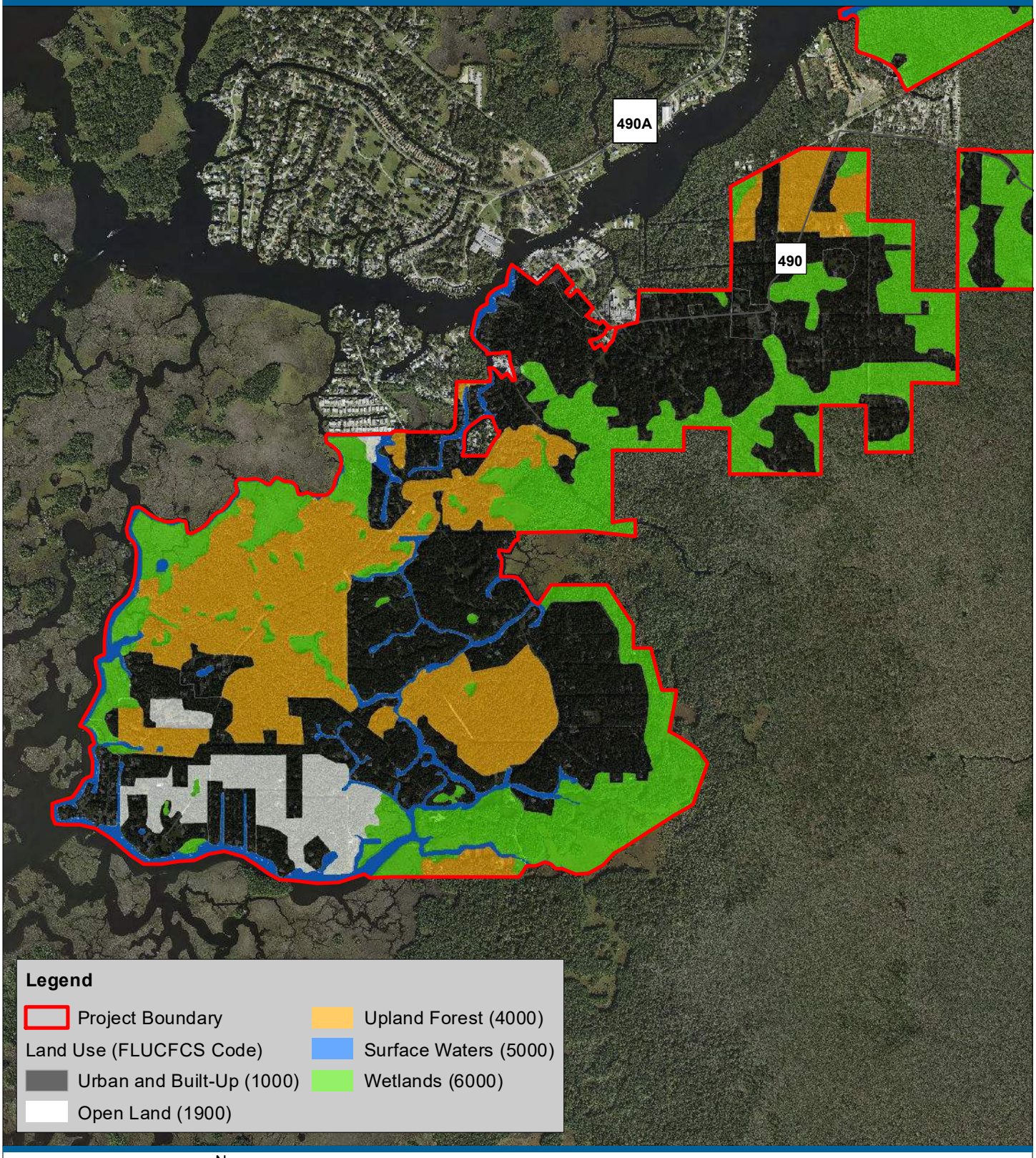
Figure 2b
Landuse Map - South Section

Homosassa Septic System-To-Sewer Conversion Project



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4.2 THREATENED AND ENDANGERED SPECIES

4.2.1 FEDERALLY LISTED WILDLIFE SPECIES

Before field investigations, Jones Edmunds used the USFWS Information, Planning, and Consultation System (IPaC) webtool to complete a desktop assessment of federally listed wildlife species and critical habitat that could occur within the project area. The USFWS IPaC system determined that the following listed wildlife species that could occur in the area include the following:

- Eastern Black Rail (*Laterallus jamaicensis spp. jamaicensis*).
- Florida Scrub-Jay (*Aphelocoma coerulescens*).
- Red-Cockaded Woodpecker (*Picoides borealis*).
- Wood Stork (*Mycteria americana).*
- Eastern Indigo Snake (*Drymarchon corais couperi*).
- Gopher Tortoise (*Gopherus polyphemus*).

Attachment 1 provides the results of the IPaC consultation. The bald eagle was also considered.

Using IPaC results, in March 2021 Jones Edmunds conducted a preliminary site assessment of the project area to document the presence/absence of listed wildlife species or critical habitat. No federally listed wildlife species were observed during field investigations. Table 1 summarizes the wildlife species observed at the site during the March 2021 Environmental Assessment.

Table 1 Wildlife Species Observed at the Homosassa WSA

Common Name	Scientific Name	Direct Observation/Signs
Birds		
Cardinal	*Cardinalis cardinalis*	Observed
Mockingbird	*Mimus polyglottos*	Observed
Blue Jay	*Cyanocitta cristata*	Observed
Red-Eyed Vireo	*Vireo olivaceus*	Observed
Osprey	*Pandion haliaetus*	Observed
Black Vulture	*Coragyps atratus*	Observed
Snowy Egret	*Egretta thula*	Observed
Pileated Woodpecker	*Dryocopus pileatus*	Observed
Brown Thrasher	*Toxostoma rufrum*	Observed
Belted Kingfisher	*Megaceryle alcyon*	Observed
Mammals		
Racoon	*Procyon lotor*	Scat
Possum	*Didelphis virginiana*	Tracks
Hog	*Sus scrofa*	Damage

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The following provides potential effects and environmental considerations for these species.

4.2.1.1 Eastern Black Rail

Coastal marsh habitat does exist adjacent to road ROWs where wastewater pipes will be installed. However, impacts to these areas are not expected since all pipes will be installed in the road ROWs. Therefore, no adverse impacts are expected to this species.

4.2.1.2 Florida Scrub-Jay, Red-Cockaded Woodpecker

These species require high-quality scrub or pine flatwoods habitat to survive. These habitats are not within the road ROW where pipes will be installed. Therefore, no adverse impacts are expected to these species.

4.2.1.3 Wood Stork

No wood stork core foraging areas as delineated by the USFWS are within the project area. However, this species could potentially forage in some of the roadside ditches and swales within or adjacent to the ROW. However, any impacts that are proposed to these ditches and swales will be temporary and the surface waters will be backfilled to grade and stabilized. Therefore, installing the wastewater lines is not expected to adversely affect this species.

4.2.1.4 Eastern Indigo Snake

The Eastern indigo snake prefers xeric habitat that contains gopher tortoise burrows. This habitat is not in the road ROW or adjacent areas. Eastern indigo snakes are also averse to the noise and disturbance associated with roadways and rarely forage alongside roads. Therefore, it is very unlikely that this species utilizes the project limits. However, USFWS Eastern indigo snake protective measures will be implemented by the Contractor performing the work.

4.2.1.5 Gopher Tortoise

No gopher tortoise burrows were observed during field investigations. However, this species could occur within the project area as it could forage along the grassy ROW in maintained upland areas. Before construction activities begin, a formal pedestrian gopher tortoise survey of the project areas will be completed in accordance with FWC guidelines. If any gopher tortoise burrows are to be impacted, the County will obtain the necessary gopher tortoise relocation permit from the FWC and perform the relocations before construction.

4.2.1.6 Bald Eagle

One Bald Eagle nest, listed as CL001, is within the project area. This nest is less than 660 linear feet from the proposed construction area (Figure 3). A confirmation of an active nest will be addressed during the design phase of this project. If work is proposed within the 660-foot protection zone of an active bald eagle nest, construction will be limited to May through October when eagles are not actively nesting.

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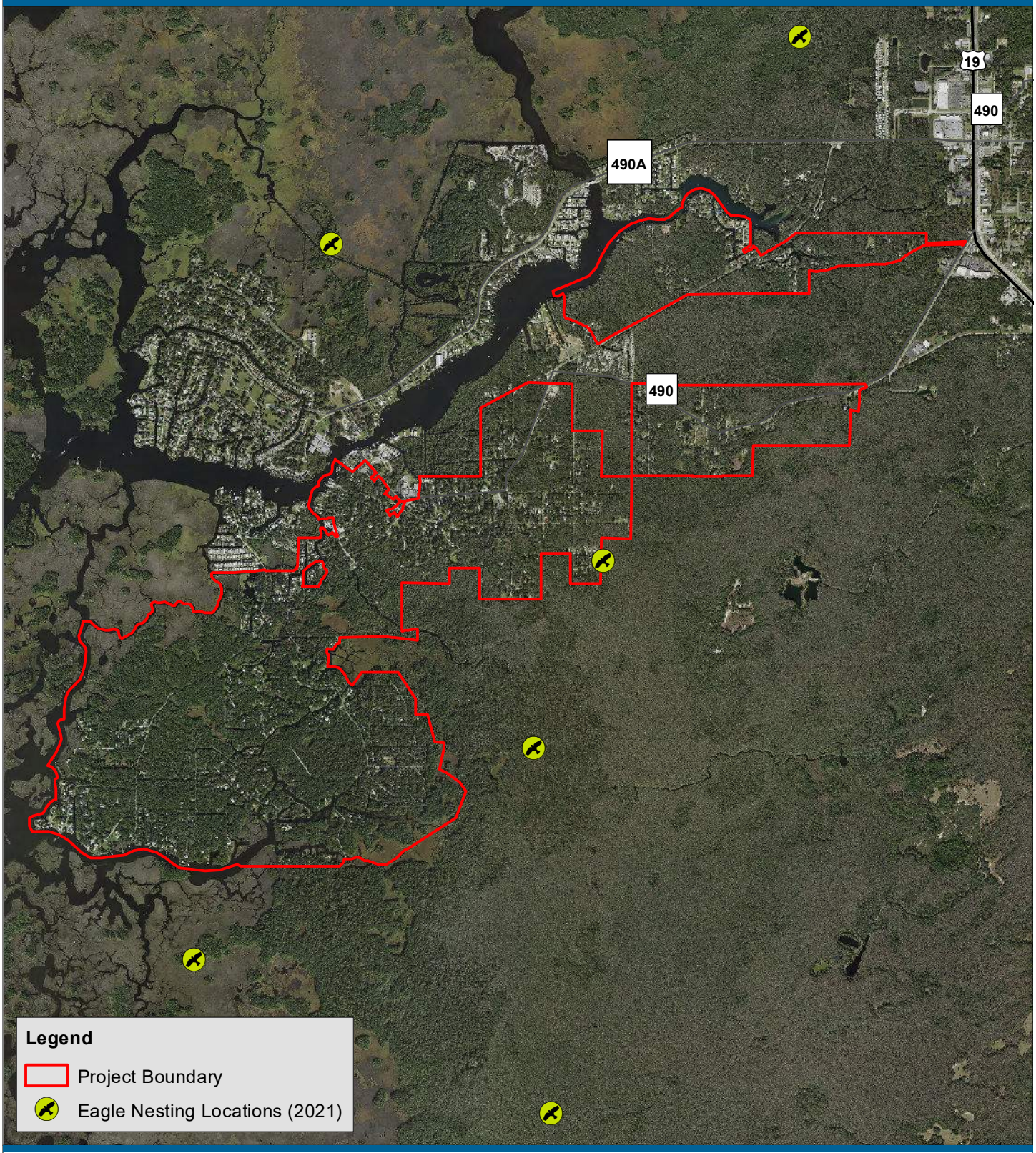
Figure 3

Bald Eagle Location Map

Homosassa Septic System-To-Sewer Conversion Project



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4.2.2 State-Listed Wildlife Species

In addition to Federally listed species, the Florida Pine Snake (*Pituophis melanoleucus mugitus*) and the Sandhill Crane (*Grus canadensis pratensis*) are State-listed species that may have potential to forage on-site. Both species would likely be occasional foragers along the edge of the ROW, but no nesting or suitable living habitat was observed on-site. Therefore, no adverse impacts to this species are expected.

Based on the results of our assessment, this project will likely not negatively affect Federal or State-listed threatened and endangered species.

5 FLOODPLAINS

Portions of this project do occur within Zone AE and Zone VE Floodplains (Figure 4). However, permanent filling of floodplains is not expected as this project consists of installing wastewater lines, and areas will be backfilled to natural grade.

6 CONCLUSIONS

The installation of the proposed wastewater pipe network and pump stations will occur within an existing ROW and is not expected to have any significant adverse effects on critical habitat or threatened or endangered animal species.

Jurisdictional wetlands and surface waters are within the road ROW in some areas. However, impacts to wetlands and surface waters will be limited to a narrow area and will be temporary. The necessary state and federal permits will be obtained authorizing jurisdictional wetland and surface-water impacts before construction.

Floodplains are within the project area. However, no net fill of floodplains is proposed as wastewater infrastructure will be installed underground.

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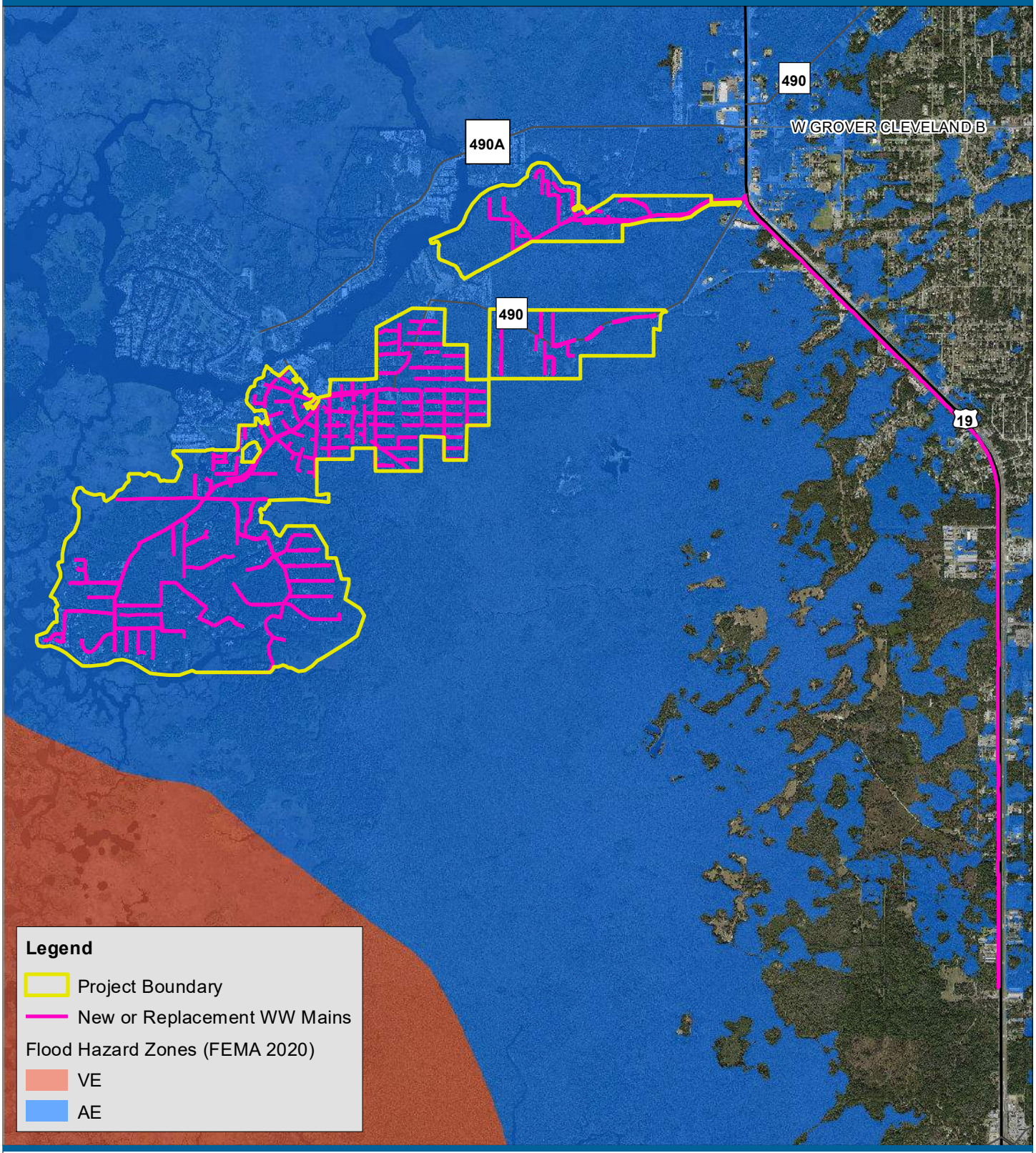
Figure 4

Flooplain Map

Homosassa Septic System-To-Sewer Conversion Project



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Attachment 1

USFWC IPaC Report

United States Department of the Interior

FISH AND WILDLIFE SERVICE
North Florida Ecological Services Field Office
7915 Baymeadows Way, Suite 200
Jacksonville, FL 32256-7517
Phone: (904) 731-3336 Fax: (904) 731-3045

In Reply Refer To:
Consultation Code: 04EF1000-2021-SLI-0700
Event Code: 04EF1000-2021-E-01165
Project Name: Homosassa Facility

March 18, 2021

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)

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(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF

Please be aware that bald and golden eagles are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 *et seq.*), and projects affecting these species may require development of an eagle conservation plan (http://www.fws.gov/windenergy/eagle_guidance.html). Additionally, wind energy projects should follow the wind energy guidelines (http://www.fws.gov/windenergy/) for minimizing impacts to migratory birds and bats.

Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at: http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm; http://www.towerkill.com; and http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List
- Migratory Birds

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Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

North Florida Ecological Services Field Office
7915 Baymeadows Way, Suite 200
Jacksonville, FL 32256-7517
(904) 731-3336

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Project Summary

Consultation Code: 04EF1000-2021-SLI-0700
Event Code: 04EF1000-2021-E-01165
Project Name: Homosassa Facility
Project Type: WATER QUALITY MODIFICATION
Project Description: INSTALLATION OF SEWER MAINS AND LIFT STATIONS
Project Location:

Approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@28.774485249999998,-82.61514087901756,14z

Counties: Citrus County, Florida

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Endangered Species Act Species

There is a total of 8 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

Mammals

NAME	STATUS
West Indian Manatee *Trichechus manatus* There is **final** critical habitat for this species. The location of the critical habitat is not available. ***This species is also protected by the Marine Mammal Protection Act, and may have additional consultation requirements.*** Species profile: https://ecos.fws.gov/ecp/species/4469	Threatened

Birds

NAME	STATUS
Eastern Black Rail *Laterallus jamaicensis ssp. jamaicensis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10477	Threatened
Florida Scrub-jay *Aphelocoma coerulescens* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6174	Threatened
Red-cockaded Woodpecker *Picoides borealis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/7614	Endangered
Wood Stork *Mycteria americana* Population: AL, FL, GA, MS, NC, SC No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/8477	Threatened

Reptiles

NAME	STATUS
Eastern Indigo Snake *Drymarchon corais couperi*	Threatened
No critical habitat has been designated for this species.	
Species profile: https://ecos.fws.gov/ecp/species/646	
Gopher Tortoise *Gopherus polyphemus*	Candidate
Population: eastern	
No critical habitat has been designated for this species.	
Species profile: https://ecos.fws.gov/ecp/species/6994	
Loggerhead Sea Turtle *Caretta caretta*	Threatened
Population: Northwest Atlantic Ocean DPS	
There is **final** critical habitat for this species. The location of the critical habitat is not available.	
Species profile: https://ecos.fws.gov/ecp/species/1110	

Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

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Migratory Birds

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

---

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the E-bird data mapping tool (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
American Kestrel *Falco sparverius paulus* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds Apr 1 to Aug 31
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Sep 1 to Jul 31

NAME	BREEDING SEASON
Black Skimmer *Rynchops niger* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/5234	Breeds May 20 to Sep 15
Bonaparte's Gull *Chroicocephalus philadelphia* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds elsewhere
Brown Pelican *Pelecanus occidentalis* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/6034	Breeds Jan 15 to Sep 30
Clapper Rail *Rallus crepitans* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds Apr 10 to Oct 31
Common Ground-dove *Columbina passerina exigua* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds Feb 1 to Dec 31
Common Loon *gavia immer* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/4464	Breeds Apr 15 to Oct 31
Double-crested Cormorant *phalacrocorax auritus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/3478	Breeds Apr 20 to Aug 31
Dunlin *Calidris alpina arcticola* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds elsewhere
Herring Gull *Larus argentatus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds Apr 20 to Aug 31
Limpkin *Aramus guarauna* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Jan 15 to Aug 31

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NAME	BREEDING SEASON
Prairie Warbler *Dendroica discolor* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 1 to Jul 31
Prothonotary Warbler *Protonotaria citrea* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Apr 1 to Jul 31
Red-breasted Merganser *Mergus serrator* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds elsewhere
Red-headed Woodpecker *Melanerpes erythrocephalus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Sep 10
Ring-billed Gull *Larus delawarensis* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds elsewhere
Royal Tern *Thalasseus maximus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds Apr 15 to Aug 31
Ruddy Turnstone *Arenaria interpres morinella* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds elsewhere
Seaside Sparrow *Ammodramus maritimus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 10 to Aug 20
Swallow-tailed Kite *Elanoides forficatus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8938	Breeds Mar 10 to Jun 30
Whimbrel *Numenius phaeopus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9483	Breeds elsewhere
Willet *Tringa semipalmata* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Apr 20 to Aug 5
Yellow Warbler *Dendroica petechia gundlachi* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds May 20 to Aug 10

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Probability Of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

No Data (–)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

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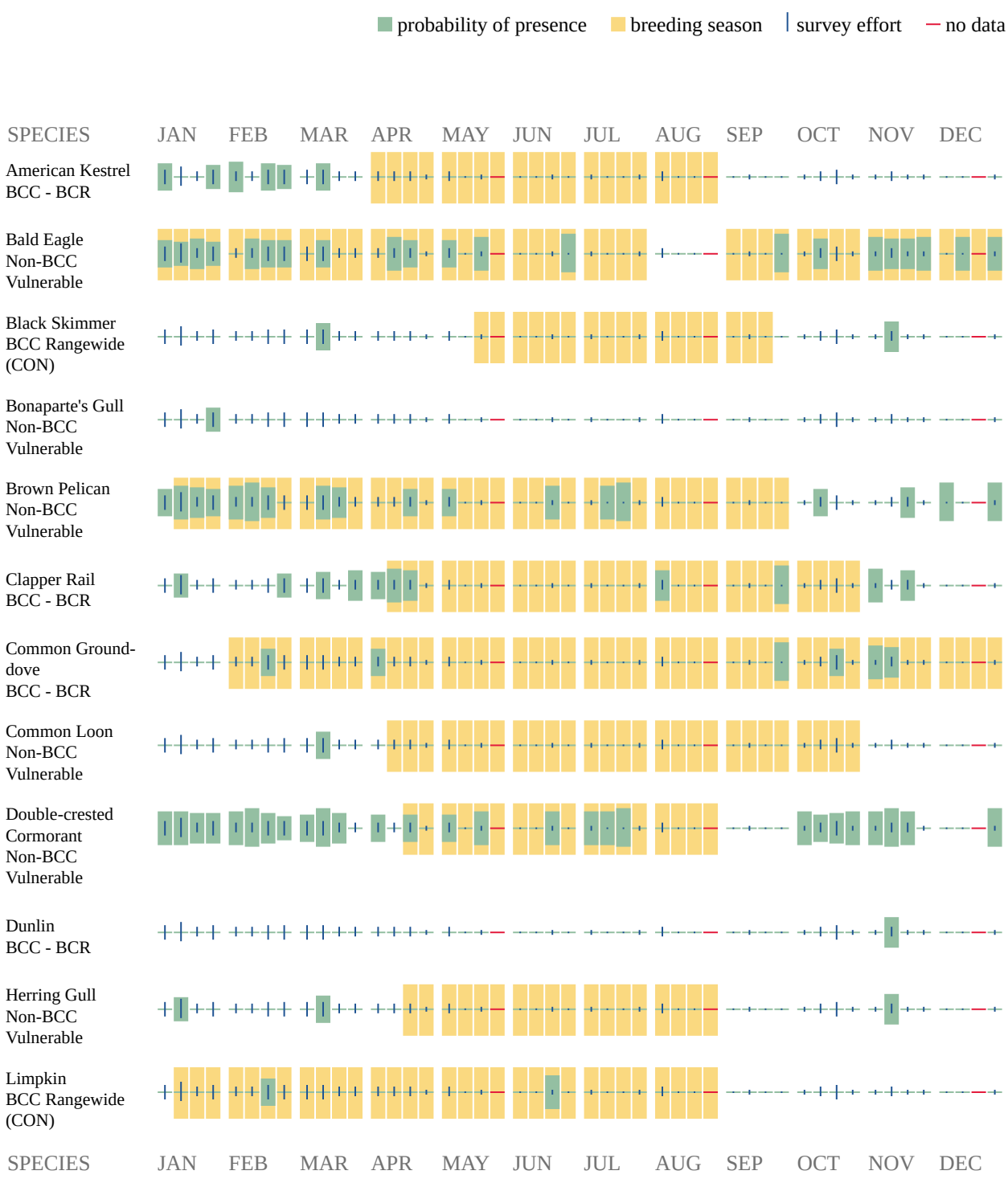
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



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Additional information can be found using the following links:

- Birds of Conservation Concern http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php
- Measures for avoiding and minimizing impacts to birds http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php
- Nationwide conservation measures for birds http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf

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Migratory Birds FAQ

Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the AKN Phenology Tool.

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets .

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: The Cornell Lab of Ornithology All About Birds Bird Guide, or (if you are unsuccessful in locating the bird of interest there), the Cornell Lab of Ornithology Neotropical Birds guide. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your

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project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?
Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects
For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact Caleb Spiegel or Pam Loring.

What if I have eagles on my list?
If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report
The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no

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data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

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Appendix D

Fiscal Sustainability Plan

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

JonesEdmunds

HOMOSASSA FACILITY PLAN
FISCAL SUSTAINABILITY PLAN

Citrus County Department of Water Resources | May 2021

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

HOMOSASSA FACILITY PLAN
FISCAL SUSTAINABILITY PLAN

Prepared for:

Citrus County Department of Water Resources

3600 W. Sovereign Path, Suite 291

Lecanto, Florida 34461

Prepared by:

Jones Edmunds & Associates, Inc.

8657 Baypine Road, Suite 300

Jacksonville, Florida 32256-863432641

May 2021

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3 EVALUATION OF ENERGY CONSERVATION EFFORTS 2
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Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

1 INTRODUCTION

This Fiscal Sustainability Plan (FSP) has been prepared as required by the State of Florida State Revolving Fund (SRF) project's sponsor certification for the Homosassa Septic to Sewer Phase Out Projects. The objective of this document is to develop a list of critical assets and plan for maintaining, repairing, and replacing the assets along with a plan for funding those activities.

2 CRITICAL ASSETS

This project includes connecting nine areas that currently use septic tanks for managing sewage to an existing sewer system. The objective of this project is to eliminate the discharge of nutrients and other septic tank pollutants from entering into the groundwater and seeping into the Homosassa River.

The nine project areas in Old Homosassa that are part of this project contain a total of 2,295 lots. Of those, 1,137 are estimated to be improved lots containing residential and commercial buildings with septic tanks. The remaining 1,158 lots are classified as unimproved lots.

Table 2-1 lists the nine project areas in the County's Septic to Sewer Phase Out Plan for Old Homosassa, along with the total improved lots and the scheduled year to be connected to the sewer system, as obtained from Citrus County.

Table 2-1 Old Homosassa STPO Project Areas

Project Number	Area	Total Lots	No. of Improved Lots	Year to be Connected to the Sewer System
1	Downtown West	218	122	21/22
2	Downtown East	473	232	22/23
3	Downtown North	325	129	23/24
4	Homosassa Park	189	89	24/25
5	Rooks	269	163	25/26
6	Homosassa Retreats	201	104	26/27
7	Cedars	122	23	27/28
8	Mason Creek	263	160	29/30
9	Homosassa Ph-05	235	115	30/31
	TOTAL	2,295	1,137	

The proposed projects include duplex grinder pump stations and 6-inch gravity sewer and force mains of diameter ranging from 1.5 to 4-inch. Table 2-2 lists the critical assets for these projects.

Table 2-2 Critical Assets for the Homosassa STPO Projects

Asset	Quantity	Condition	Probability of Failure	Consequence of Failure
1.5-inch	69,206 linear feet (LF)	New	Low	Low
2-inch	30,417 LF	New	Low	Low
3-inch	3,571 LF	New	Low	Low
4-inch	372	New	Low	Low
216	Duplex grinder lift stations composed of two 1 hp grinder pumps	New	Low	Low

The probability of failure of the force main pipes is low due to the new condition, materials, and inspection and testing during construction. The low probability of failure of the duplex grinder pumps is due to the startup protocol that will follow construction and the preventive maintenance protocol to be implemented.

3 EVALUATION OF ENERGY CONSERVATION EFFORTS

Energy conservation measure that will be incorporated into the project include the following:

- Selection of quality grinder pumps with high efficiency, saving in operation and maintenance cost.
- The use of duplex grinder lift stations to be able to decrease the amount of lift stations needed.

4 FISCAL PLANNING

The objective of a fiscal plan is for the Citrus County to account for the expenses in their annual budgets of future replacements by planning their Capital Improvement Plan accordingly. To plan for these expenses, we considered future replacement cost. The annual maintenance cost for the grinder pumps is approximately $144 per pump. This annual cost considers replacement of miscellaneous parts due to normal wear and tear and replacement of the grinder pumps every 10 years. During the planning period, the pumps will need to be replaced two times. The total annual maintenance cost will be $31,104 after all projects are constructed.

Attachment: Final_SRF_Facility Plan Homosassa_050321-signed (18612 : 1:35 PM Public Hearing SRF Septic Tank Phase Out Facilities Plan)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Beverly Hills Advisory Council-Accept with Regret Member Resignation & Announce Expiration of Terms
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

Announce the terms of expiration for two regular member positions on the Beverly Hills Advisory Council. The current terms expire on 01/31/2022, the new terms will be for two years and will expire on 01/31/2024.

Beverly Hills Advisory Council requests that the BOCC announce that two positions of membership are available on Beverly Hills Advisory Council and applications will be received in the County Administrators Office until December 9, 2021. The terms for the regular member positions will be through January 31, 2024. Once the Board acknowledges the member vacancies a Press Release will be distributed.

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. Announce the terms of expiration for two regular member positions on the Beverly Hills Advisory Council. The current terms expire on 01/31/22. The new terms will be for two years and expire on 01/31/2024.

b. Announce terms of membership available and the taking of applications for two regular member positions on the Beverly Hills Advisory Council. The terms will begin on 02/01/2022 (or the next scheduled Beverly Hills Advisory Council meeting) and expire on January 31, 2024.

Office of the County Administrator

Board of County Commissioners

Public Information Office

3600 W. Sovereign Path, Lecanto, FL 34461

Phone: 352-527-5484 Fax: 352-527-5204

"We are a user-friendly and common sense organization dedicated to responsive citizen services."

For immediate release

Tuesday, November 9, 2021

Contact: Veronica Kampschroer, Public Information Officer
352-527-5484
Veronica.kampschroer@citrusbocc.com

Seeking applications for seat on the Beverly Hills Advisory Council

The Citrus County Board of County Commissioners is seeking applications for the Beverly Hills Advisory Council. This Advisory Council is seeking two qualified regular members to fill the two-year terms that will expire on January 31, 2024.

Eligible applicants must reside full time and own property within the boundaries of the Beverly Hills Municipal Service Benefit Unit as approved by the Board of County Commissioners.

The Beverly Hills Advisory Council meets the second Monday of every month at 10:00am at the Beverly Hills Civic Center, located at One Civic Circle in Beverly Hills. The purpose of this board is to provide street lighting and landscaping services for the Beverly Hills area.

Applications are due by December 9, 2021 and can be accessed at:

https://www.citrusbocc.com/commissioners/advboards/advisory-board-application.pdf

Completed applications should be sent to Citrus County Administration, 3600 W. Sovereign Path Suite 267, Lecanto, FL 34461.

# # #

Attachment: Seeking applications for seat on the Beverly Hills Advisory Board (18527 : Beverly Hills Advisory Council-Accept with Regret

BEVERLY HILLS ADVISORY COUNCIL

Name	Address	Appointed	Expiration
Ronald C. Linton **CHAIR**	3954 N. Passion Flower Beverly Hills, FL 34465 hd.ron1955@gmail.com	A-03/10/2020	01/31/2022
Donald Osterhoudt	4622 N Jademoor Dr Beverly Hills, FL 34465-4720 (352) 527-1878 home donaldosterhoudt78@outlook.com	R-02/01/2021 R-01/22/2019 R-01/10/2017 R-01/13/2015 R-02/12/2013 R-01/11/2011 * -07/28/2009 A-07/28/2009	01/31/2023
Richard G. Fontaine	518 S. Adams St. Beverly Hills, FL 34465 (352)513-4252 home rnjfontaine@gmail.com	A-11/17/2020	01/31/2023
James I. Barrows	P.O. Box 640595 Beverly Hills, FL 34464 (352) 746-9487 home Jimbo7235@yahoo.com	R-02/01/2021 R-01/22/2019 R-01/10/2017 R-01/13/2015 R-01/22/2013 A-01/11/2011	01/31/2023
Constance Martin-Carter Note: Exempt Personal Contact Info	Connieus1@yahoo.com	R-01/21/2020 R-01/09/2018 A-01/12/2016	01/31/2022

A = Appoint R = Reappoint * = Expiration extended, by Resolution, to the last day of Jan.

County Liaison:	Council Secretary:
Larry Brock, Asst. Public Works Director Citrus County Public Works Administration Work Phone: (352) 527-5466 Larry.Brock@citrusbocc.com	Kristine Sumner, Senior Secretary Citrus County Public Works Administration Work Phone: (352) 527-5435 Kristine.Sumner@citrusbocc.com
Board Members - 2 year Term	**Revised: 10/18/2021**

Attachment: Roster BH - 10 18 2021 - CURRENT (18527 : Beverly Hills Advisory Council-Accept with Regret Member Resignation & Announce

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Citrus Springs Advisory Council - Announce Expiration of Terms
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

Announce the terms of expiration for three regular member positions on the Citrus Springs Advisory Council. The current terms expire on 01/31/2022, the new terms will be for two years and will expire on 01/31/2024.

Citrus Springs Advisory Council requests that the BOCC announce that three positions of membership are available on Citrus Springs Advisory Council and applications will be received in the County Administrators Office until December 9, 2021. The terms for the regular member positions will be through January 31, 2024.Once the Board acknowledges the member vacancies a Press Release will be distributed.

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. Announce the terms of expiration for three regular member positions on the Citrus Springs Advisory Council. The current terms expire on 01/31/22. The new terms will be for two years and expire on 01/31/2024.

b. Announce terms of membership available and the taking of applications for three regular member positions on the Citrus Springs Advisory Council. The terms will begin on 02/01/2022 (or the next scheduled Citrus Springs Advisory Council meeting) and expire on January 31, 2024.

CITRUS SPRINGS ADVISORY COUNCIL

NAME	ADDRESS	APPOINTED	EXPIRATION
Thomas Mize	9902 N. Cortlandt Drive Citrus Springs, FL 34434 (352) 897-4899 jlmize40@gmail.com	R-01/21/2020 A-05/28/2019	01/31/2022
Pamela Williamson	7232 N. Ripley Drive Citrus Springs, FL 34433 (813) 928-6406 fladjpam@gmail.com	A-01/21/2020	01/31/2022
Joan C. Dias **CHAIR** Note – Exempt Personal Contact Info	ricknjoand@msn.com	R-01/21/2020 R-01/09/2018 R-01/12/2016 R-01/14/2014 R-01/10/2012 R-01/12/2010 * -07/28/2009 A-09/25/2007	01/31/2022
Edwin Roberts	8919 N. Creek Way Citrus Springs, FL 34434 (352)462-7054 home Robertsnc2004@aol.com	A-02/01/2021	01/31/2023
Louise Bono	2461 W. Fairway Loop Citrus Springs, FL 34434 (352)812-2768 mobile bonorealty@aol.com	A-02/01/2021	01/31/2023

A = Appoint R = Reappoint * = Expiration extended, by Resolution, to the last day of Jan.

County Liaison: Larry Brock, Asst. Public Works Director Citrus County Public Works Administration Work Phone: (352) 527-5466 Larry.Brock@citrusbocc.com	Council Secretary: Kristine Sumner, Senior Secretary Citrus County Public Works Administration Work Phone: (352) 527-5435 Kristine.Sumner@citrusbocc.com
Board Members - 2-year term	**Revised: 06/07/2021**

Attachment: Roster CS 2021 06 07 2021 - CURRENT (18528 : Citrus Springs Advisory Council - Announce Expiration of Terms)

Office of the County Administrator

Board of County Commissioners

Public Information Office

3600 W. Sovereign Path, Lecanto, FL 34461

Phone: 352-527-5484 Fax: 352-527-5204

"We are a user-friendly and common sense organization dedicated to responsive citizen services."

For immediate release

Tuesday, November 9, 2021
10:59am

Contact: Veronica Kampschroer, Public Information Officer
352-527-5484
Veronica.kampschroer@citrusbocc.com

Seeking applications for seat on the Citrus Springs Advisory Board

The Citrus County Board of County Commissioners is seeking applications for the Citrus Springs Advisory Board. This Advisory Board is seeking three qualified regular members to fill the two-year terms that will expire on January 31, 2024.

Eligible applicants must reside full time and own property within the boundaries of the Citrus Springs Municipal Service Benefit Unit as approved by the Board of County Commissioners.

The Citrus Springs Advisory Board meets the first Wednesday of every month at 9:00am at the Citrus Springs Community Building, located at 1570 W. Citrus Springs Blvd in Citrus Springs. The purpose of this board is to provide facilities, street lighting, beautification and other essential facilities and municipal services for the Citrus Springs area.

Applications are due by December 9, 2021 and can be accessed at:

https://cms5.revize.com/revize/citrusfl//document_center/Department/Commissioners/Advisory%20Board%20Application.pdf

Completed applications should be sent to Citrus County Administration, 3600 W. Sovereign Path Suite 267, Lecanto, FL 34461.

# # #

Attachment: Seeking applications for seat on the Citrus Springs Advisory Board 11 2021 (18528 : Citrus Springs Advisory Council - Announce

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Special Library District Advisory Board Nomination and Appointment
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

Nominate & Appoint one applicant to the Special Library District Advisory Board as a Regular Member to fill the vacated position announced on September 28, 2021. The remaining term to be filled for the vacated position ends on January 30, 2022.

The following individuals have applied to be appointed to the Special Library District Advisory Board:

John Labriola

Shavonna Reid

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Nominate and appoint one applicant to the Special Library District Advisory Board as a Regular Member to fill one vacated unexpired term that ends on January 30, 2022.

BOARD OF COUNTY COMMISSIONERS
110 N Apopka Avenue, Inverness, FL 34450
352-341-6560 Fax: 352-341-6539

APPLICATION FOR ADVISORY BOARDS/COMMITTEES

Name: Shavonna Reid Home Phone 305-747-3506

Address: 5142 S Pointe Dr Cell Phone 305-747-3506

Business Phone: 407-734-1442 Fax: _____ Email shavonna@flyrra.com

Place of Employment: Right Rudder Aviation

Board/Committee Applied for: Citrus County Special Library District Advisory Board

Specific Position on Board/Committee Applied for: Board Member

How long have you lived in Citrus County: Years 3 Months 1

In which commission district do you reside? 1 2 3 4 5 (circle one)

Do you currently hold public office? Yes_____ No ✓

Do you now serve, or have you ever served on a Citrus County board or committee? Yes ✓ No_____
Please list the Committee/Boards:
Hernando/Citrus Metropolitan Planning Organization - Citizen's Advisory Committee (current)

Please list your community activities (civic clubs, neighborhood associations, etc. and positions held)

Education: High School Diploma, Commercial Multi-Engine Instrument Rated Pilot

Experience: Please see attached Cover Letter-

Some of the boards/committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement? YES ✓ NO_____
DATE 8/31/2021 SIGNATURE Shavonna RD

Appointees to Advisory Boards/Committees are required to attend scheduled meetings as specified in Administrative Regulation entitled Board Appointments.

If you have any additional information such as a resume, please attach. Applications will be kept on file for a period of one year from date of receipt by the Board of County Commissioners. Should a vacancy occur, during that time, on the Board to which you have applied you will be notified to confirm your interest in being reconsidered for that Board

Attachment: Shavonna Reid Application (18543 : Special Library District Advisory Board Nomination and Appointment)

Shavonna Reid

Director of Operations

—

5142 S Pointe Dr
Inverness, FL 34450
305-747-3506
shavonna@flyrra.com

August 31, 2021

Citrus County Board of County Commissioners
Attn: Denise Gallagher, Citrus County Administration
3600 W. Sovereign Path
Suite 267
Lecanto, FL 34461

Dear Commissioners,

I am writing to express my interest in a position on the Citrus County Library Advisory Board. I have always been impressed by our library system, but it was only through a unique opportunity with Leadership Citrus (Class of '20-21), that I got to learn just how vital library services are to the community. Now, more than ever, I believe libraries are a gateway to our community. I see joining the Library Advisory Board as an opportunity to use my unique skills and perspective to further the library's mission to "*promote the pursuit of knowledge and deliver quality education to the community.*"

As director of operations at Right Rudder Aviation, my responsibilities include overseeing the daily operations of the Fixed Base Operations at the Inverness airport. RRA has set the standard of service in the FBO industry, and has brought new life to the Inverness Airport. What was once a neglected airport, has become a flourishing center for business and personal aviation.

During my tenure as Director of Operations, I have successfully increased the number of based aircraft from ~ 40 up to 70. I also recruited an air medical service to the airport, which is a significant benefit to the airport, and more importantly, the residents of Citrus County. Because of this growth, our fuel sales have more than quadrupled. Through our core business of flight training, I help manage each student during their training with us, ensuring that the students are properly guided through the process. I was instrumental in launching a unique program that allows people to become a pilot in a fraction of the time, and price, compared to traditional options. My work on this program has allowed a new generation of pilots to achieve their dreams- the program has proven to be a huge success. Another cornerstone of our business is representing Pipistrel aircraft in the United States. I have personally sold more than 10 Million USD of Pipistrel products over the last 12 months, shattering and setting multiple sales records.

While I am proud of what I've accomplished in my professional career so far, it means even more to me to be able to use my experience to give back to my community. I look forward to helping all members of the community, but I have a very strong desire to contribute to the lives of our youth. I have been working to introduce a high school Aviation-STEM curriculum to the Citrus County School system. I also coordinate community events, such as our annual air show, to introduce more young people to the culture of aviation. I am also proud to volunteer with Cub Scouts as another avenue to strengthen our community's youth.

I would be honored to be chosen as the next member of the Citrus County Library Advisory Board, and I am humbled by your consideration.

Sincerely,
Shavonna Reid

Attachment: Shavonna Reid Letter (18543 : Special Library District Advisory Board Nomination and Appointment)

Attachment: Shavonna Reid Letter (18543 : Special Library District Advisory Board Nomination and Appointment)

BOARD OF COUNTY COMMISSIONERS
110 N Apopka Avenue, Inverness, FL 34450
352-341-6560 Fax: 352-341-6539

APPLICATION FOR ADVISORY BOARDS/COMMITTEES

Name: John Labriola Home Phone 954-515-2084

Address: 2806 Eisenhower St. W, Inverness FL 34453 Cell Phone 954-515-2084

Business Phone: N/A Fax: N/A Email JFLABRIOLA@gmail.com

Place of Employment: Freelance writer

Board/Committee Applied for: Library Advisory Board

Specific Position on Board/Committee Applied for: Board member

How long have you lived in Citrus County: Years 1 Months _____

In which commission district do you reside? 1 2 3 4 (5) (circle one)

Do you currently hold public office? Yes_____ No ✓

Do you now serve, or have you ever served on a Citrus County board or committee? Yes_____ No ✓
Please list the Committee/Boards:

Please list your community activities (civic clubs, neighborhood associations, etc. and positions held)

Education: University of Florida, bachelor's degree in journalism

Experience: Multiple civic boards including South Florida Writer's Association, my former condo board, Toastmasters International, Broward Schools District Advisory Council at various times in the past

Some of the boards/committees appointed by the County Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. If applicable, would you be willing to file the required financial statement? YES ✓ NO_____

DATE 8/6/21 SIGNATURE John Labriola

Appointees to Advisory Boards/Committees are required to attend scheduled meetings as specified in Administrative Regulation entitled Board Appointments.

If you have any additional information such as a resume, please attach. Applications will be kept on file for a period of one year from date of receipt by the Board of County Commissioners. Should a vacancy occur, during that time, on the Board to which you have applied you will be notified to confirm your interest in being reconsidered for that Board

Attachment: John Labriola Application (18543 : Special Library District Advisory Board Nomination and Appointment)

JOHN LABRIOLA

jflabriola@gmail.com | 954-515-2084

Objective

To obtain a position that utilizes my extensive governmental, communications, public relations, organizational and analytical skills and experience

Professional and Civic Experience

Freelance Writer, *July 2021 - PRESENT*
Work as a freelance reporter covering government and crime for online news publications in central Florida. Develop hard-hitting stories by cultivating sources, identifying trends and attending government meetings.

Media Aide f*or the Miami-Dade County Commission Office of the Chair, June 2013 - April 2021*
Worked in the Media Division of the Office of the County Commission Chair. Responsibilities included writing press releases, updating website and social media content, preparing speaking points, handling media and public inquiries, organizing press events, and coordinating with individual commission offices and other County departments to provide responses. Demonstrated ability to quickly and efficiently convert often complex legislative jargon into easy-to-understand language for the media and public. Also wrote, edited and gathered content for the County Commission's award-winning quarterly newspaper, The Chamber Gazette.

Editor / Publication Director *of The Author's Voice / South Florida Writers Assn., July 2019 - Oct. 2020*
Edited and wrote for the South Florida Writers Association's monthly newsletter in the volunteer unpaid position of Publication Director of the association's board of directors.

Director/President *of International Village Association, Feb. 2013 - Feb. 2019*
Served as Director and then President of the Board of Directors of International Village, an 832-unit condominium association in Inverrary (Lauderhill), Fla. Worked closely with the Property Manager, Maintenance Manager and Board to establish priorities, prepare agendas, review the budget, implement cost-saving measures, and discuss and address various ongoing issues including pending legal cases, etc. Also worked closely with the association's Insurance Agent on new and ongoing claims, cost runs, etc.

Teacher/Tutor, *Spring 2011 - June 2013*
Held several temporary full-time and part-time teaching and tutoring positions at the Ahfachkee School in Clewiston, Fla. (Seminole Reservation), Christi/STEPSS Academy in Sunrise, Fla., ISA School of Languages in Pompano Beach, Fla., and the Huntington Learning Center in Plantation, Fla. Subjects taught included English, reading, advanced math, and SAT preparation.

Information Officer/Media Specialist *for Miami-Dade County, April 2004 - Oct. 2010*
Served as a liaison to the media and public for various departments in Miami-Dade County government, including Miami-Dade Transit, the Citizens' Independent Transportation Trust and the Miami-Dade County Commission. Responsibilities included acting as a department spokesman, responding to media and public inquiries, writing press releases and articles for publication in local media, preparing speaking points and speeches, producing award-winning newsletters, assisting with the development of advertising and marketing campaigns and drafting various departmental documents and correspondence as needed.

Freelance Reporter *for the South Florida Sun-Sentinel in Broward County, Fla., March 2005 - Sept. 2006*
Covered northwest Broward city commission meetings and other city news and features twice monthly on a freelance basis for the Sun-Sentinel, focusing on the city of Margate. Researched issues and developed sources within the community and wrote the cover feature story on Margate's 50th anniversary.

Reporter *for the Sunrise Forum in Broward County, Fla., Sept. 2001 - April 2004*
Covered the city of Sunrise, Fla. for a weekly newspaper chain subsidiary of the South Florida Sun-Sentinel. Beat included city government, schools, events and features. Developed story ideas by cultivating sources within the community, attending city commission meetings, and researching issues.

Attachment: John Labriola Resume (18543 : Special Library District Advisory Board Nomination and Appointment)

Education

University of Florida, *Gainesville, Fla.*
B.S. in Journalism
Phi Kappa Phi honors society
3.24 GPA

Other Experience

Area Governor, Division B, District 47, Toastmasters International, 2013-14
President, Broward Bilingual Toastmasters, 2012-13
Broward School District Advisory Council member, 2007-08

Awards Received

Distinguished Toastmaster Award for public speaking from Toastmasters International, 2020
Community Papers of Florida, Annual Awards for Excellence, Best Original Writing. (Won third place in 2002 and 2003.)

Languages

English, Spanish, French, Italian

References

Available upon request

Attachment: John Labriola Resume (18543 : Special Library District Advisory Board Nomination and Appointment)

AGENDA MEMORANDUM

FROM:	Holly L. Davis, Commissioner
SUBJECT:	Springs Protections Zones
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

SB 1086 was signed into Law June 29, 2021. Section 327.45, Fla. Stat. now directs the Florida Fish and Wildlife Conservation Commission (FWC) to establish rules for the enabling of springs protection zones that allow for the limiting of anchoring, mooring, beaching, or grounding of vessels or restrict the speed and operation of vessels to prevent harm to certain springs, spring groups, and their associated spring runs. The FWC is currently adopting rules to implement this provision. Once enacted, the rule would be applicable over the Crystal, Homosassa, and Chassahowitzka rivers and springs.

This draft proposed rule does not establish springs protections zones; instead, it creates a process by which state, county, and municipal governments and water management districts may apply for a springs protection zone when competent substantial evidence submitted by the applicant demonstrates that the spring, spring group, or spring run is suffering negative impacts as a result of vessel speed or operation, or the anchoring, mooring, beaching, or grounding of vessels.

The rule would provide for a process in which the Counties or Cities can petition for certain boating restrictions in certain areas to protect our natural resources

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Support Florida Fish and Wildlife Commission's Rule making process and direct staff to develop recommendation for springs protection zones that prohibit anchoring, mooring, beaching, or grounding of vessels or restrict the speed and operation of vessels to prevent harm to certain springs, spring groups, and their associated spring runs.

An act relating to operation and safety of motor vehicles and vessels; amending ss. 316.1932 and 316.1939, F.S.; revising conditions under which a person's driving privilege is suspended and under which the person commits a misdemeanor relating to tests for alcohol, chemical substances, or controlled substances; specifying that such misdemeanor is a misdemeanor of the first degree; amending s. 327.02, F.S.; defining the term "human-powered vessel"; revising the definition of the term "navigation rules"; amending s. 327.04, F.S.; providing additional rulemaking authority to the Fish and Wildlife Conservation Commission; creating s. 327.462, F.S.; defining terms; authorizing heads of certain entities to establish temporary protection zones in certain water bodies for certain purposes; providing protection zone requirements; prohibiting the restriction of vessel movement within the Florida Intracoastal Waterway except under certain circumstances; requiring the heads of certain entities to report the establishment of such protection zones to the commission and to the appropriate United States Coast Guard Sector Command; providing requirements for the report; providing applicability; providing criminal penalties; amending s. 327.352, F.S.; revising conditions under which a person commits a misdemeanor of the first degree for refusing to submit to certain tests; amending s. 327.35215, F.S.;

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requiring the clerk of the court to notify the Department of Highway Safety and Motor Vehicles of certain final dispositions by electronic transmission; requiring the department to enter such disposition on a person's driving record; amending s. 327.359, F.S.; revising conditions under which a person commits a misdemeanor of the first degree for refusing to submit to certain tests; creating s. 327.371, F.S.; providing circumstances under which a person may operate a human-powered vessel within the boundaries of the marked channel of the Florida Intracoastal Waterway; providing a penalty; amending s. 327.391, F.S.; conforming cross-references; amending s. 327.395, F.S.; revising the types of documentation that a person may use to comply with certain boating safety requirements; removing the authority of the commission to appoint certain entities to administer a boating safety education course or temporary certificate examination and issue certain credentials; exempting certain persons from the requirement to possess certain documents aboard a vessel; removing the specified service fee amount that certain entities that issue boating safety identification cards and temporary certificates may charge and keep; amending s. 327.4107, F.S.; revising the conditions under which officers may determine a vessel is at risk of becoming derelict; authorizing certain officers to provide notice that a vessel is at risk of becoming derelict via body camera recordings; authorizing the commission

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or certain officers to relocate at-risk vessels to a certain distance from mangroves or vegetation; providing that the commission or officers are not liable for damages to such vessels; providing an exception; authorizing the commission to establish a derelict vessel prevention program consisting of certain components; authorizing the commission to adopt rules; providing that such program is subject to appropriation by the Legislature; providing for funding; amending s. 327.4108, F.S.; designating Monroe County as an anchoring limitation area subject to certain requirements; requiring the commission to adopt rules; providing construction; requiring the commission to designate a specified area as a priority for the removal of derelict vessels until certain conditions are met; deleting obsolete language; amending s. 327.4109, F.S.; prohibiting the anchoring or mooring of a vessel or floating structure within a certain distance of certain facilities; providing exceptions; amending s. 327.45, F.S.; authorizing the commission to establish protection zones where certain activities are prohibited in or near springs; amending s. 327.46, F.S.; authorizing a county or municipality to establish a boating-restricted area within and around a public mooring field and within certain portions of the Florida Intracoastal Waterway; creating s. 327.463, F.S.; specifying conditions under which a vessel is and is not operating at slow speed, minimum wake; prohibiting a person from operating a

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vessel faster than slow speed, minimum wake within a certain distance from other specified vessels; providing requirements for construction vessel or barge flags; exempting a person from being cited for a violation under certain circumstances; providing civil penalties; providing applicability; amending s. 327.50, F.S.; authorizing the commission to exempt vessel owners and operators from certain safety equipment requirements; creating s. 327.521, F.S.; designating waters of this state within aquatic preserves as no-discharge zones upon approval by the United States Environmental Protection Agency; prohibiting discharge of sewage from a vessel or floating structure into such waters; providing civil penalties; providing increased penalties for each day the violation continues; requiring the owner or operator to remove such vessel or structure within a specified timeframe from the waters of this state upon a second conviction; defining the term "conviction"; providing requirements for removal and sale of such vessel or structure under certain circumstances; requiring the commission to maintain and make available to the public a list of marine sewage pumpout facilities; amending s. 327.53, F.S.; requiring the owner or operator of a live-aboard vessel or houseboat equipped with a marine sanitation device to maintain a record of the date and location of each pumpout of the device for a certain period; providing an exception; conforming a cross-reference;

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making technical changes; amending s. 327.54, F.S.; prohibiting a livery from leasing, hiring, or renting a vessel to a person required to complete a commission-approved boating safety education course unless such person presents certain documentation indicating compliance; amending s. 327.60, F.S.; authorizing a local government to enact and enforce regulations allowing the local law enforcement agency to remove an abandoned or lost vessel affixed to a public mooring; amending s. 327.73, F.S.; providing additional violations that qualify as noncriminal infractions; providing civil penalties; prohibiting conviction of a person cited for a violation relating to possessing proof of boating safety education under certain circumstances; increasing certain civil penalties; providing that certain vessels shall be declared a public nuisance subject to certain statutory provisions; authorizing the commission or certain officers to relocate or remove public nuisance vessels from the waters of this state; providing that the commission or officers are not liable for damages to such vessels; providing an exception; amending s. 328.09, F.S.; prohibiting the Department of Highway Safety and Motor Vehicles from issuing a certificate of title to an applicant for a vessel that has been deemed derelict pursuant to certain provisions; authorizing the department, at a later date, to reject an application for a certificate of title for such a vessel; amending s. 376.15, F.S.; revising unlawful

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acts relating to derelict vessels; defining the term "leave"; prohibiting an owner or operator whose vessel becomes derelict due to specified accidents or events from being charged with a violation under certain circumstances; providing applicability; conforming provisions to changes made by the act; authorizing a governmental subdivision that has received authorization from a law enforcement officer or agency to direct a contractor to perform vessel storage, destruction, and disposal activities; authorizing the commission to provide local government grants for the storage, destruction, and disposal of derelict vessels; providing for funding; amending s. 705.103, F.S.; providing notice procedures for when a law enforcement officer ascertains that a derelict or public nuisance vessel is present on the waters of this state; requiring a mailed notice to the owner or party responsible for the vessel to inform him or her of the right to a hearing; providing hearing requirements; authorizing a law enforcement agency to take certain actions if a hearing is not requested or a vessel is determined to be derelict or otherwise in violation of law; revising provisions relating to liability for vessel removal costs and notification of the amount owed; providing criminal penalties for a person who is issued a registration for a vessel or motor vehicle before such costs are paid; requiring persons whose vessel registration and motor vehicle privileges have been revoked for failure to pay

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certain costs to be reported to the department; prohibiting issuance of a certificate of registration to such persons until such costs are paid; amending s. 823.11, F.S.; revising application of definitions; revising the definition of the term "derelict vessel"; specifying requirements for a vessel to be considered wrecked, junked, or substantially dismantled; providing construction; revising unlawful acts relating to derelict vessels; defining the term "leave"; prohibiting an owner or operator whose vessel becomes derelict due to specified accidents or events from being charged with a violation under certain circumstances; providing applicability; providing that relocation or removal costs incurred by a governmental subdivision are recoverable against the vessel owner or the party determined to be legally responsible for the vessel being derelict; providing criminal penalties for a person who is issued a registration for a vessel or motor vehicle before such costs are paid; authorizing a governmental subdivision that has received authorization from a law enforcement officer or agency to direct a contractor to perform vessel relocation or removal activities; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Effective October 1, 2021, paragraphs (a) and (c) of subsection (1) of section 316.1932, Florida Statutes, are

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amended to read:

316.1932 Tests for alcohol, chemical substances, or controlled substances; implied consent; refusal.—

(1)(a)1.a. A ~~Any~~ person who accepts the privilege extended by the laws of this state of operating a motor vehicle within this state is, by ~~so~~ operating such vehicle, deemed to have given his or her consent to submit to an approved chemical test or physical test including, but not limited to, an infrared light test of his or her breath for the purpose of determining the alcoholic content of his or her blood or breath if the person is lawfully arrested for any offense allegedly committed while the person was driving or was in actual physical control of a motor vehicle while under the influence of alcoholic beverages. The chemical or physical breath test must be incidental to a lawful arrest and administered at the request of a law enforcement officer who has reasonable cause to believe such person was driving or was in actual physical control of the motor vehicle within this state while under the influence of alcoholic beverages. The administration of a breath test does not preclude the administration of another type of test. The person shall be told that his or her failure to submit to any lawful test of his or her breath will result in the suspension of the person's privilege to operate a motor vehicle for a period of 1 year for a first refusal, or for a period of 18 months if the driving privilege of such person has been previously suspended or if he or she has previously been fined under s. 327.35215 as a result of a refusal to submit to ~~such~~ a test or tests required under this chapter or chapter 327, and shall also be told that if he or she refuses to submit to a

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lawful test of his or her breath and his or her driving privilege has been previously suspended or if he or she has previously been fined under s. 327.35215 for a prior refusal to submit to a lawful test of his or her breath, urine, or blood as required under this chapter or chapter 327, he or she commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, in addition to any other penalties provided by law. The refusal to submit to a chemical or physical breath test upon the request of a law enforcement officer as provided in this section is admissible into evidence in any criminal proceeding.

b. A ~~Any~~ person who accepts the privilege extended by the laws of this state of operating a motor vehicle within this state is, by ~~so~~ operating such vehicle, deemed to have given his or her consent to submit to a urine test for the purpose of detecting the presence of chemical substances as set forth in s. 877.111 or controlled substances if the person is lawfully arrested for any offense allegedly committed while the person was driving or was in actual physical control of a motor vehicle while under the influence of chemical substances or controlled substances. The urine test must be incidental to a lawful arrest and administered at a detention facility or any other facility, mobile or otherwise, which is equipped to administer such tests at the request of a law enforcement officer who has reasonable cause to believe such person was driving or was in actual physical control of a motor vehicle within this state while under the influence of chemical substances or controlled substances. The urine test shall be administered at a detention facility or any other facility, mobile or otherwise, which is

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equipped to administer such test in a reasonable manner that will ensure the accuracy of the specimen and maintain the privacy of the individual involved. The administration of a urine test does not preclude the administration of another type of test. The person shall be told that his or her failure to submit to any lawful test of his or her urine will result in the suspension of the person's privilege to operate a motor vehicle for a period of 1 year for the first refusal, or for a period of 18 months if the driving privilege of such person has been previously suspended or if he or she has previously been fined under s. 327.35215 as a result of a refusal to submit to ~~such~~ a test or tests required under this chapter or chapter 327, and shall also be told that if he or she refuses to submit to a lawful test of his or her urine and his or her driving privilege has been previously suspended or if he or she has previously been fined under s. 327.35215 for a prior refusal to submit to a lawful test of his or her breath, urine, or blood as required under this chapter or chapter 327, he or she commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, in addition to any other penalties provided by law. The refusal to submit to a urine test upon the request of a law enforcement officer as provided in this section is admissible into evidence in any criminal proceeding.

2. The Alcohol Testing Program within the Department of Law Enforcement is responsible for the regulation of the operation, inspection, and registration of breath test instruments utilized under the driving and boating under the influence provisions and related provisions located in this chapter and chapters 322 and 327. The program is responsible for the regulation of the

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individuals who operate, inspect, and instruct on the breath test instruments utilized in the driving and boating under the influence provisions and related provisions located in this chapter and chapters 322 and 327. The program is further responsible for the regulation of blood analysts who conduct blood testing to be utilized under the driving and boating under the influence provisions and related provisions located in this chapter and chapters 322 and 327. The program shall:

a. Establish uniform criteria for the issuance of permits to breath test operators, agency inspectors, instructors, blood analysts, and instruments.

b. Have the authority to permit breath test operators, agency inspectors, instructors, blood analysts, and instruments.

c. Have the authority to discipline and suspend, revoke, or renew the permits of breath test operators, agency inspectors, instructors, blood analysts, and instruments.

d. Establish uniform requirements for instruction and curricula for the operation and inspection of approved instruments.

e. Have the authority to specify one approved curriculum for the operation and inspection of approved instruments.

f. Establish a procedure for the approval of breath test operator and agency inspector classes.

g. Have the authority to approve or disapprove breath test instruments and accompanying paraphernalia for use pursuant to the driving and boating under the influence provisions and related provisions located in this chapter and chapters 322 and 327.

h. With the approval of the executive director of the

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Department of Law Enforcement, make and enter into contracts and agreements with other agencies, organizations, associations, corporations, individuals, or federal agencies as are necessary, expedient, or incidental to the performance of duties.

i. Issue final orders which include findings of fact and conclusions of law and which constitute final agency action for the purpose of chapter 120.

j. Enforce compliance with ~~the provisions of~~ this section through civil or administrative proceedings.

k. Make recommendations concerning any matter within the purview of this section, this chapter, chapter 322, or chapter 327.

l. Promulgate rules for the administration and implementation of this section, including definitions of terms.

m. Consult and cooperate with other entities for the purpose of implementing the mandates of this section.

n. Have the authority to approve the type of blood test utilized under the driving and boating under the influence provisions and related provisions located in this chapter and chapters 322 and 327.

o. Have the authority to specify techniques and methods for breath alcohol testing and blood testing utilized under the driving and boating under the influence provisions and related provisions located in this chapter and chapters 322 and 327.

p. Have the authority to approve repair facilities for the approved breath test instruments, including the authority to set criteria for approval.

Nothing in this section shall be construed to supersede

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provisions in this chapter and chapters 322 and 327. The specifications in this section are derived from the power and authority previously and currently possessed by the Department of Law Enforcement and are enumerated to conform with the mandates of chapter 99-379, Laws of Florida.

(c) A ~~Any~~ person who accepts the privilege extended by the laws of this state of operating a motor vehicle within this state is, by operating such vehicle, deemed to have given his or her consent to submit to an approved blood test for the purpose of determining the alcoholic content of the blood or a blood test for the purpose of determining the presence of chemical substances or controlled substances as provided in this section if there is reasonable cause to believe the person was driving or in actual physical control of a motor vehicle while under the influence of alcoholic beverages or chemical or controlled substances and the person appears for treatment at a hospital, clinic, or other medical facility and the administration of a breath or urine test is impractical or impossible. As used in this paragraph, the term "other medical facility" includes an ambulance or other medical emergency vehicle. The blood test shall be performed in a reasonable manner. A ~~Any~~ person who is incapable of refusal by reason of unconsciousness or other mental or physical condition is deemed not to have withdrawn his or her consent to such test. A blood test may be administered whether or not the person is told that his or her failure to submit to such a blood test will result in the suspension of the person's privilege to operate a motor vehicle upon the public highways of this state and that a refusal to submit to a lawful test of his or her blood, if his or her driving privilege has

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been previously suspended for refusal to submit to a lawful test of his or her breath, urine, or blood, is a misdemeanor. A ~~Any~~ person who is capable of refusal shall be told that his or her failure to submit to such a blood test will result in the suspension of the person's privilege to operate a motor vehicle for a period of 1 year for a first refusal, or for a period of 18 months if the driving privilege of the person has been suspended previously or if he or she has previously been fined under s. 327.35215 as a result of a refusal to submit to ~~such~~ a test or tests required under this chapter or chapter 327~~, and that a refusal to submit to a lawful test of his or her blood, if his or her driving privilege has been previously suspended for a prior refusal to submit to a lawful test of his or her breath, urine, or blood, is a misdemeanor~~. The refusal to submit to a blood test upon the request of a law enforcement officer is admissible in evidence in any criminal proceeding.

Section 2. Effective October 1, 2021, subsection (1) of section 316.1939, Florida Statutes, is amended to read:

316.1939 Refusal to submit to testing; penalties.—

(1) A ~~Any~~ person who has refused to submit to a chemical or physical test of his or her breath~~, blood,~~ or urine, as described in s. 316.1932, and whose driving privilege was previously suspended or who was previously fined under s. 327.35215 for a prior refusal to submit to a lawful test of his or her breath, urine, or blood required under this chapter or chapter 327, and:

(a) Who the arresting law enforcement officer had probable cause to believe was driving or in actual physical control of a motor vehicle in this state while under the influence of

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alcoholic beverages, chemical substances, or controlled substances;

(b) Who was placed under lawful arrest for a violation of s. 316.193 unless such test was requested pursuant to s. 316.1932(1)(c);

(c) Who was informed that, if he or she refused to submit to such test, his or her privilege to operate a motor vehicle would be suspended for a period of 1 year or, in the case of a second or subsequent refusal, for a period of 18 months;

(d) Who was informed that a refusal to submit to a lawful test of his or her breath or~~,~~ urine, ~~or blood,~~ if his or her driving privilege has been previously suspended or if he or she has previously been fined under s. 327.35215 for a prior refusal to submit to a lawful test of his or her breath, urine, or blood as required under this chapter or chapter 327, is a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, in addition to any other penalties provided by law; and

(e) Who, after having been so informed, refused to submit to any such test when requested to do so by a law enforcement officer or correctional officer commits a misdemeanor of the first degree and is subject to punishment as provided in s. 775.082 or s. 775.083.

Section 3. Present subsections (18) through (47) of section 327.02, Florida Statutes, are redesignated as subsections (19) through (48), respectively, a new subsection (18) is added to that section, and present subsection (31) of that section is amended, to read:

327.02 Definitions.—As used in this chapter and in chapter 328, unless the context clearly requires a different meaning,

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the term:

(18) "Human-powered vessel" means a vessel powered only by its occupant or occupants, including, but not limited to, a vessel powered only by the occupants' hands or feet, oars, or paddles.

(32) ~~(31)~~ "Navigation rules" means, for vessels on:

(a) Waters outside established navigational lines of demarcation as specified in 33 C.F.R. part 80, the International Navigational Rules Act of 1977, 33 U.S.C. s. 1602, as amended, including the appendix and annexes thereto, through December 31, 2020 ~~October 1, 2012~~.

(b) All waters not outside of such established lines of demarcation, the Inland Navigational Rules Act of 1980, 33 C.F.R. parts 83-90, as amended, through December 31, 2020 ~~October 1, 2012~~.

Section 4. Section 327.04, Florida Statutes, is amended to read:

327.04 Rules.—The commission may ~~has authority to~~ adopt rules pursuant to ss. 120.536(1) and 120.54 to implement ~~the provisions of~~ this chapter, the provisions of chapter 705 relating to vessels, and ss. 376.15 and 823.11 conferring powers or duties upon it.

Section 5. Section 327.462, Florida Statutes, is created to read:

327.462 Temporary protection zones for spaceflight launches and recovery of spaceflight assets.—

(1) As used in this section, the term:

(a) "Launch services" means the conduct of a launch and activities involved in the preparation of a launch vehicle,

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payload, government astronaut, commercial astronaut, or spaceflight participant for such launch.

(b) "Reentry services" means the conduct of a reentry and activities involved in the preparation of a reentry vehicle, payload, government astronaut, commercial astronaut, or spaceflight participant for such reentry.

(c) "Spaceflight assets" means any item, or any part of an item, owned by a spaceflight entity which is used in launch services or reentry services, including crewed and uncrewed spacecraft, launch vehicles, parachutes and other landing aids, and any spacecraft or ancillary equipment that was attached to the launch vehicle during launch, orbit, or reentry.

(d) "Spaceflight entity" has the same meaning as provided in s. 331.501.

(2) The head of a law enforcement agency or entity identified in s. 327.70(1), or his or her designee, may, upon waters of this state within the law enforcement agency's or entity's jurisdiction, when necessary for preparations in advance of a launch service or reentry service or for the recovery of spaceflight assets before or after a launch service or reentry service, temporarily establish a protection zone requiring vessels to leave, or prohibiting vessels from entering, water bodies within:

(a) Five hundred yards of where launch services, reentry services, or spaceflight asset recovery operations are being conducted; or

(b) A distance greater than provided in paragraph (a) if the head of such law enforcement agency or entity, or his or her designee, determines such greater distance is in the best

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interest of public safety.

(3) A protection zone established under subsection (2) may remain in effect only as long as necessary to ensure security around the launch and recovery areas and to recover spaceflight assets and any personnel being transported within a spacecraft following the launch or reentry activity. Such protection zone may not be in place more than 72 hours before or 72 hours after the launch. The head of a law enforcement agency or entity identified in s. 327.70, or his or her designee:

(a) May also restrict vessels from operating within up to 500 yards of any vessel transporting recovered spaceflight assets following a spaceflight launch or reentry while such vessel is continuously underway transporting such assets to a location for removal from the waters of this state; and

(b) May not restrict vessel movement within the Florida Intracoastal Waterway, except as necessary during the transport of spaceflight assets to or from port or during exigent circumstances.

(4) The head of a law enforcement agency or entity establishing a protection zone under this section, or his or her designee, must report the establishment of such protection zone via e-mail to the commission's Division of Law Enforcement, Boating and Waterways Section, and to the appropriate United States Coast Guard Sector Command having responsibility over the water body, at least 72 hours before establishment of the protection zone. Such report must include the reasons for the protection zone, the portion of the water body or water bodies which will be included in the protection zone, and the duration of the protection zone. No later than 72 hours after the end of

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the protection zone period, the head of the law enforcement agency or entity, or his or her designee, must report via e-mail to the commission's Division of Law Enforcement, Boating and Waterways Section, the details of all citations issued for violating the protection zone.

(5) This section applies only to launch services, reentry services, or the recovery of spaceflight assets occurring or originating within spaceport territory, as defined in s. 331.304, and to federally licensed or federally authorized launches and reentries occurring or transiting to an end destination upon waters of this state.

(6) A person who violates this section or any directive given by a law enforcement officer relating to the establishment of a protection zone under this section after being advised of the establishment of the protection zone commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

Section 6. Effective October 1, 2021, paragraphs (a) and (c) of subsection (1) of section 327.352, Florida Statutes, are amended to read:

327.352 Tests for alcohol, chemical substances, or controlled substances; implied consent; refusal.—

(1)(a)1. The Legislature declares that the operation of a vessel is a privilege that must be exercised in a reasonable manner. In order to protect the public health and safety, it is essential that a lawful and effective means of reducing the incidence of boating while impaired or intoxicated be established. Therefore, a ~~any~~ person who accepts the privilege extended by the laws of this state of operating a vessel within

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this state is, by ~~so~~ operating such vessel, deemed to have given his or her consent to submit to an approved chemical test or physical test including, but not limited to, an infrared light test of his or her breath for the purpose of determining the alcoholic content of his or her blood or breath if the person is lawfully arrested for any offense allegedly committed while the person was operating a vessel while under the influence of alcoholic beverages. The chemical or physical breath test must be incidental to a lawful arrest and administered at the request of a law enforcement officer who has reasonable cause to believe such person was operating the vessel within this state while under the influence of alcoholic beverages. The administration of a breath test does not preclude the administration of another type of test. The person shall be told that his or her failure to submit to any lawful test of his or her breath under this chapter will result in a civil penalty of $500, and shall also be told that if he or she refuses to submit to a lawful test of his or her breath and he or she has been previously fined under s. 327.35215 or has previously had his or her driver license suspended for refusal to submit to any lawful test of his or her breath, urine, or blood, he or she commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, in addition to any other penalties provided by law. The refusal to submit to a chemical or physical breath test upon the request of a law enforcement officer as provided in this section is admissible into evidence in any criminal proceeding.

2. A ~~Any~~ person who accepts the privilege extended by the laws of this state of operating a vessel within this state is, by ~~so~~ operating such vessel, deemed to have given his or her

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consent to submit to a urine test for the purpose of detecting the presence of chemical substances as set forth in s. 877.111 or controlled substances if the person is lawfully arrested for any offense allegedly committed while the person was operating a vessel while under the influence of chemical substances or controlled substances. The urine test must be incidental to a lawful arrest and administered at a detention facility or any other facility, mobile or otherwise, which is equipped to administer such tests at the request of a law enforcement officer who has reasonable cause to believe such person was operating a vessel within this state while under the influence of chemical substances or controlled substances. The urine test shall be administered at a detention facility or any other facility, mobile or otherwise, which is equipped to administer such test in a reasonable manner that will ensure the accuracy of the specimen and maintain the privacy of the individual involved. The administration of a urine test does not preclude the administration of another type of test. The person shall be told that his or her failure to submit to any lawful test of his or her urine under this chapter will result in a civil penalty of $500, and shall also be told that if he or she refuses to submit to a lawful test of his or her urine and he or she has been previously fined under s. 327.35215 or has previously had his or her driver license suspended for refusal to submit to any lawful test of his or her breath, urine, or blood, he or she commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, in addition to any other penalties provided by law. The refusal to submit to a urine test upon the request of a law enforcement officer as provided in

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this section is admissible into evidence in any criminal proceeding.

(c) A ~~Any~~ person who accepts the privilege extended by the laws of this state of operating a vessel within this state is, by operating such vessel, deemed to have given his or her consent to submit to an approved blood test for the purpose of determining the alcoholic content of the blood or a blood test for the purpose of determining the presence of chemical substances or controlled substances as provided in this section if there is reasonable cause to believe the person was operating a vessel while under the influence of alcoholic beverages or chemical or controlled substances and the person appears for treatment at a hospital, clinic, or other medical facility and the administration of a breath or urine test is impractical or impossible. As used in this paragraph, the term "other medical facility" includes an ambulance or other medical emergency vehicle. The blood test shall be performed in a reasonable manner. A ~~Any~~ person who is incapable of refusal by reason of unconsciousness or other mental or physical condition is deemed not to have withdrawn his or her consent to such test. A ~~Any~~ person who is capable of refusal shall be told that his or her failure to submit to such a blood test will result in a civil penalty of $500 ~~and that a refusal to submit to a lawful test of his or her blood, if he or she has previously been fined for refusal to submit to any lawful test of his or her breath, urine, or blood, is a misdemeanor~~. The refusal to submit to a blood test upon the request of a law enforcement officer shall be admissible in evidence in any criminal proceeding.

Section 7. Subsection (3) of section 327.35215, Florida

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Statutes, is amended to read:

327.35215 Penalty for failure to submit to test.—

(3) A person who has been advised of the penalties pursuant to subsection (2) may, within 30 days afterwards, request a hearing before a county court judge. A request for a hearing tolls the period for payment of the civil penalty, and, if assessment of the civil penalty is sustained by the hearing and any subsequent judicial review, the civil penalty must be paid within 30 days after final disposition. The clerk of the court shall notify the Department of Highway Safety and Motor Vehicles of the final disposition of all actions filed under this section by electronic transmission in a format prescribed by the department. When the department receives the final disposition, the department shall enter the disposition on the person's driving record.

Section 8. Effective October 1, 2021, section 327.359, Florida Statutes, is amended to read:

327.359 Refusal to submit to testing; penalties.—A ~~Any~~ person who has refused to submit to a chemical or physical test of his or her breath~~, blood,~~ or urine, as described in s. 327.352, and who has been previously fined under s. 327.35215 or has previously had his or her driver license suspended for refusal to submit to a lawful test of his or her breath, urine, or blood, and:

(1) Who the arresting law enforcement officer had probable cause to believe was operating or in actual physical control of a vessel in this state while under the influence of alcoholic beverages, chemical substances, or controlled substances;

(2) Who was placed under lawful arrest for a violation of

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s. 327.35 unless such test was requested pursuant to s. 327.352(1)(c);

(3) Who was informed that if he or she refused to submit to such test, he or she is subject to a fine of $500;

(4) Who was informed that a refusal to submit to a lawful test of his or her breath or, urine~~, or blood~~, if he or she has been previously fined under s. 327.35215 or has previously had his or her driver license suspended for refusal to submit to a lawful test of his or her breath, urine, or blood, is a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083; and

(5) Who, after having been so informed, refused to submit to any such test when requested to do so by a law enforcement officer or correctional officer commits a misdemeanor of the first degree, punishable ~~and is subject to punishment~~ as provided in s. 775.082 or s. 775.083.

Section 9. Section 327.371, Florida Statutes, is created to read:

327.371 Human-powered vessels regulated.—

(1) A person may operate a human-powered vessel within the boundaries of the marked channel of the Florida Intracoastal Waterway as defined in s. 327.02:

(a) When the marked channel is the only navigable portion of the waterway available due to vessel congestion or obstructions on the water. The operator of the human-powered vessel shall proceed with diligence to a location where he or she may safely operate the vessel outside the marked channel of the Florida Intracoastal Waterway.

(b) When crossing the marked channel, provided that the

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crossing is done in the most direct, continuous, and expeditious manner possible and does not interfere with other vessel traffic in the channel.

(c) During an emergency endangering life or limb.

(2) A person may not operate a human-powered vessel in the marked channel of the Florida Intracoastal Waterway except as provided in subsection (1).

(3) A person who violates this section commits a noncriminal infraction, punishable as provided in s. 327.73.

Section 10. Subsection (1) and paragraphs (a) and (b) of subsection (5) of section 327.391, Florida Statutes, are amended to read:

327.391 Airboats regulated.—

(1) The exhaust of every internal combustion engine used on any airboat operated on the waters of this state shall be provided with an automotive-style factory muffler, underwater exhaust, or other manufactured device capable of adequately muffling the sound of the exhaust of the engine as described in s. 327.02(31) ~~s. 327.02(30)~~. The use of cutouts or flex pipe as the sole source of muffling is prohibited, except as provided in subsection (4). A ~~Any~~ person who violates this subsection commits a noncriminal infraction, punishable as provided in s. 327.73(1).

(5)(a) ~~Beginning July 1, 2019,~~ A person may not operate an airboat to carry one or more passengers for hire on waters of this ~~the~~ state unless he or she has all of the following onboard the airboat:

1. A photographic identification card.

2. Proof of completion of a boater education course that

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complies with s. 327.395(2)(a) ~~s. 327.395(1)(a)~~. Except as provided in paragraph (b), no operator is exempt from this requirement, regardless of age or the exemptions provided under s. 327.395.

3. Proof of successful completion of a commission-approved airboat operator course that meets the minimum standards established by commission rule.

4. Proof of successful course completion in cardiopulmonary resuscitation and first aid.

(b) A person issued a captain's license by the United States Coast Guard is not required to complete a boating safety education course that complies with s. 327.395(2)(a) ~~s. 327.395(1)(a)~~. Proof of the captain's license must be onboard the airboat when carrying one or more passengers for hire on waters of this ~~the~~ state.

Section 11. Section 327.395, Florida Statutes, is amended to read:

327.395 Boating safety education.—

(1) A person born on or after January 1, 1988, may not operate a vessel powered by a motor of 10 horsepower or greater unless such person has in his or her possession aboard the vessel the documents required by subsection (2).

(2) While operating a vessel, a person identified under subsection (1) must have in his or her possession aboard the vessel photographic identification and a Florida boating safety identification card issued by the commission;~~,~~ a state-issued identification card or driver license indicating possession of the Florida boating safety identification card;~~,~~ or photographic identification and a temporary certificate issued or approved by

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the commission, an International Certificate of Competency, a boating safety card or certificate from another state or United States territory, or a Canadian Pleasure Craft Operator Card, which shows that he or she has:

(a) Completed a commission-approved boating safety education course that meets the minimum requirements established by the National Association of State Boating Law Administrators; ~~or~~

(b) Passed a temporary certificate examination developed or approved by the commission;

(c) A valid International Certificate of Competency; or

(d) Completed a boating safety education course or equivalency examination in another state, a United States territory, or Canada which meets or exceeds the minimum requirements established by the National Association of State Boating Law Administrators.

(3)(a) ~~(2)(a)~~ A person may obtain a Florida boating safety identification card by successfully completing a boating safety education course that meets the requirements of this section and rules adopted by the commission pursuant to this section.

(b) A person may obtain a temporary certificate by passing a temporary certificate examination that meets the requirements of this section and rules adopted by the commission pursuant to this section.

(4) ~~(3)~~ A ~~Any~~ commission-approved boating safety education course or temporary certificate examination developed or approved by the commission must include a component regarding diving vessels, awareness of divers in the water, divers-down warning devices, and the requirements of s. 327.331.

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~~(4) The commission may appoint liveries, marinas, or other persons as its agents to administer the course or temporary certificate examination and issue identification cards or temporary certificates in digital, electronic, or paper format under guidelines established by the commission. An agent must charge the $2 examination fee, which must be forwarded to the commission with proof of passage of the examination and may charge and keep a $1 service fee.~~

(5) A Florida boating safety identification card issued to a person who has completed a boating safety education course is valid for life. A temporary certificate issued to a person who has passed a temporary certification examination is valid for 90 days after the date of issuance. The commission may issue either the boating safety identification card or the temporary certificate in a digital, electronic, or paper format.

(6) A person is exempt from subsection (1) if he or she:

(a)1. Is licensed by the United States Coast Guard to serve as master of a vessel; or

2. Has been previously licensed by the United States Coast Guard to serve as master of a vessel, provides proof of such licensure to the commission, and requests that a boating safety identification card be issued in his or her name.

(b) Operates a vessel only on a private lake or pond.

(c) Is accompanied in the vessel by a person who is exempt from this section or who holds a boating safety identification card in compliance with this section, who is 18 years of age or older, and who is attendant to the operation of the vessel and responsible for the safe operation of the vessel and for any violation that occurs during the operation of the vessel.

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(d) Is a nonresident who has in his or her possession photographic identification and proof that he or she has completed a boating safety education course or equivalency examination in another state or a United States territory which meets or exceeds the minimum requirements established by the National Association of State Boating Law Administrators.

(e) Is operating a vessel within 90 days after the purchase of that vessel and has available for inspection aboard that vessel a bill of sale meeting the requirements of s. 328.46(1).

(f) Is operating a vessel within 90 days after completing a boating safety education course in accordance with paragraph (2)(a) ~~the requirements of paragraph (1)(a)~~ and has a photographic identification card and a boating safety education certificate available for inspection as proof of having completed a boating safety education course. The boating safety education certificate must provide, at a minimum, the student's first and last name, the student's date of birth, and the date that he or she passed the course examination.

(g) Is exempted by rule of the commission.

(7) A person who operates a vessel in violation of this section ~~subsection (1)~~ commits a noncriminal infraction, punishable as provided in s. 327.73.

(8) The commission shall institute and coordinate a statewide program of boating safety instruction and certification to ensure that boating safety courses and examinations are available in each county of this ~~the~~ state. The commission may appoint agents to administer the boating safety education course or temporary certificate examination and may authorize the agents to issue temporary certificates in digital,

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electronic, or paper format. An agent ~~The agents~~ shall charge and collect the $2 fee required in subsection (9) for each temporary certificate requested of the commission by that agent, which must be forwarded to the commission. The agent may charge and keep a ~~$1~~ service fee.

(9) The commission may ~~is authorized to~~ establish and ~~to~~ collect a $2 fee for each card and temporary certificate issued pursuant to this section.

(10) The commission shall design forms and adopt rules pursuant to chapter 120 to implement ~~the provisions of~~ this section.

(11) This section may be cited as the "Osmany 'Ozzie' Castellanos Boating Safety Education Act."

Section 12. Present subsection (5) of section 327.4107, Florida Statutes, is redesignated as subsection (6), a new subsection (5) and subsection (7) are added to that section, and paragraphs (d) and (e) of subsection (2) of that section are amended, to read:

327.4107 Vessels at risk of becoming derelict on waters of this state.—

(2) An officer of the commission or of a law enforcement agency specified in s. 327.70 may determine that a vessel is at risk of becoming derelict if any of the following conditions exist:

(d) The vessel is ~~left or stored aground unattended in such a state that would prevent the vessel from getting underway, is~~ listing due to water intrusion~~, or is sunk or partially sunk~~.

(e) The vessel does not have an effective means of propulsion for safe navigation within 72 hours after the vessel

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owner or operator receives telephonic notice, in-person notice recorded on an agency-approved body camera, or written notice, which may be provided by facsimile, electronic mail, or other electronic means, stating such from an officer, and the vessel owner or operator is unable to provide a receipt, proof of purchase, or other documentation of having ordered necessary parts for vessel repair. The commission may adopt rules to implement this paragraph.

(5) The commission, an officer of the commission, or a law enforcement agency or officer specified in s. 327.70 may relocate or cause to be relocated an at-risk vessel found to be in violation of this section to a distance greater than 20 feet from a mangrove or upland vegetation. The commission, an officer of the commission, or a law enforcement agency or officer acting pursuant to this subsection upon waters of this state shall be held harmless for all damages to the at-risk vessel resulting from such relocation unless the damage results from gross negligence or willful misconduct as these terms are defined in s. 823.11.

(7) The commission may establish a derelict vessel prevention program to address vessels at risk of becoming derelict. Such program may, but is not required to, include:

(a) Removal, relocation, and destruction of vessels declared a public nuisance, derelict or at risk of becoming derelict, or lost or abandoned in accordance with s. 327.53(7), s. 327.73(1)(aa), s. 705.103(2) and (4), or s. 823.11(3).

(b) Creation of a vessel turn-in program allowing the owner of a vessel determined by law enforcement to be at risk of becoming derelict in accordance with this section to turn his or

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her vessel and vessel title over to the commission to be destroyed without penalty.

(c) Providing for removal and destruction of an abandoned vessel for which an owner cannot be identified or the owner of which is deceased and no heir is interested in acquiring the vessel.

(d) Purchase of anchor line, anchors, and other equipment necessary for securing vessels at risk of becoming derelict.

(e) Creating or acquiring moorings designated for securing vessels at risk of becoming derelict.

The commission may adopt rules to implement this subsection. Implementation of the derelict vessel prevention program shall be subject to appropriation by the Legislature and shall be funded by the Marine Resources Conservation Trust Fund or the Florida Coastal Protection Trust Fund.

Section 13. Section 327.4108, Florida Statutes, is amended to read:

327.4108 Anchoring of vessels in anchoring limitation areas.—

(1) The following densely populated urban areas, which have narrow state waterways, residential docking facilities, and significant recreational boating traffic, are designated as anchoring limitation areas, within which a person may not anchor a vessel at any time during the period between one-half hour after sunset and one-half hour before sunrise, except as provided in subsections (3) and (4):

(a) The section of Middle River lying between Northeast 21st Court and the Intracoastal Waterway in Broward County.

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(b) Sunset Lake in Miami-Dade County.

(c) The sections of Biscayne Bay in Miami-Dade County lying between:

1. Rivo Alto Island and Di Lido Island.

2. San Marino Island and San Marco Island.

3. San Marco Island and Biscayne Island.

(2)(a) Monroe County is designated as an anchoring limitation area within which a vessel on waters of the state may only be anchored in the same location for a maximum of 90 days. The commission shall adopt rules to implement this subsection.

(b) The anchoring limitations in this subsection do not apply to approved and permitted moorings or mooring fields.

(c) Notwithstanding the commission rules adopted pursuant to this section, this section is not effective for Monroe County until the county approves, permits, and opens new moorings for public use, including at least 250 moorings within 1 mile of the Key West Bight City Dock and at least 50 moorings within the Key West Garrison Bight Mooring Field. Until such time, the commission shall designate the area within 1 mile of the Key West Bight City Dock as a priority for the investigation and removal of derelict vessels.

~~(2) To promote the public's use and enjoyment of the designated waterway, except as provided in subsections (3) and (4), a person may not anchor a vessel at any time during the period between one-half hour after sunset and one-half hour before sunrise in an anchoring limitation area.~~

(3) Notwithstanding subsections (1) and ~~subsection~~ (2), a person may anchor a vessel in an anchoring limitation area during a time that would otherwise be unlawful:

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(a) If the vessel suffers a mechanical failure that poses an unreasonable risk of harm to the vessel or the persons onboard unless the vessel anchors. The vessel may anchor for 3 business days or until the vessel is repaired, whichever occurs first.

(b) If imminent or existing weather conditions in the vicinity of the vessel pose an unreasonable risk of harm to the vessel or the persons onboard unless the vessel anchors. The vessel may anchor until weather conditions no longer pose such risk. During a hurricane or tropical storm, weather conditions are deemed to no longer pose an unreasonable risk of harm when the hurricane or tropical storm warning affecting the area has expired.

(c) During events described in s. 327.48 or other special events, including, but not limited to, public music performances, local government waterfront activities, or fireworks displays. A vessel may anchor for the lesser of the duration of the special event or 3 days.

(4) This section does not apply to:

(a) Vessels owned or operated by a governmental entity for law enforcement, firefighting, military, or rescue purposes.

(b) Construction or dredging vessels on an active job site.

(c) Vessels actively engaged in commercial fishing.

(d) Vessels engaged in recreational fishing if the persons onboard are actively tending hook and line fishing gear or nets.

(5)(a) As used in this subsection, the term "law enforcement officer or agency" means an officer or agency authorized to enforce this section pursuant to s. 327.70.

(b) A law enforcement officer or agency may remove a vessel

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from an anchoring limitation area and impound the vessel for up to 48 hours, or cause such removal and impoundment, if the vessel operator, after being issued a citation for a violation of this section:

1. Anchors the vessel in violation of this section within 12 hours after being issued the citation; or

2. Refuses to leave the anchoring limitation area after being directed to do so by a law enforcement officer or agency.

(c) A law enforcement officer or agency acting under this subsection to remove or impound a vessel, or to cause such removal or impoundment, shall be held harmless for any damage to the vessel resulting from such removal or impoundment unless the damage results from gross negligence or willful misconduct.

(d) A contractor performing removal or impoundment services at the direction of a law enforcement officer or agency pursuant to this subsection must:

1. Be licensed in accordance with United States Coast Guard regulations, as applicable.

2. Obtain and carry a current policy issued by a licensed insurance carrier in this state to insure against any accident, loss, injury, property damage, or other casualty caused by or resulting from the contractor's actions.

3. Be properly equipped to perform such services.

(e) In addition to the civil penalty imposed under s. 327.73(1)(z), the operator of a vessel that is removed and impounded pursuant to paragraph (b) must pay all removal and storage fees before the vessel is released. A vessel removed pursuant to paragraph (b) may not be impounded for longer than 48 hours.

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(6) A violation of this section is punishable as provided in s. 327.73(1)(z).

~~(7) This section shall remain in effect notwithstanding the Legislature's adoption of the commission's recommendations for the regulation of mooring vessels outside of public mooring fields pursuant to s. 327.4105.~~

Section 14. Paragraph (a) of subsection (1) and subsection (2) of section 327.4109, Florida Statutes, are amended to read:

327.4109 Anchoring or mooring prohibited; exceptions; penalties.—

(1)(a) The owner or operator of a vessel or floating structure may not anchor or moor such that the nearest approach of the anchored or moored vessel or floating structure is:

1. Within 150 feet of any public or private marina, boat ramp, boatyard, or other public vessel launching or loading facility;

2. Within 500 ~~300~~ feet of a superyacht repair facility. For purposes of this subparagraph, the term "superyacht repair facility" means a facility that services or repairs a yacht with a water line of 120 feet or more in length; or

3. Within 100 feet outward from the marked boundary of a public mooring field or a lesser distance if approved by the commission upon request of a local government within which the mooring field is located. The commission may adopt rules to implement this subparagraph.

(2) Notwithstanding subsection (1), an owner or operator of a vessel may anchor or moor within 150 feet of any public or private marina, boat ramp, boatyard, or other public vessel launching or loading facility; within 500 ~~300~~ feet of a

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superyacht repair facility; or within 100 feet outward from the marked boundary of a public mooring field if:

(a) The vessel suffers a mechanical failure that poses an unreasonable risk of harm to the vessel or the persons onboard such vessel. The owner or operator of the vessel may anchor or moor for 5 business days or until the vessel is repaired, whichever occurs first.

(b) Imminent or existing weather conditions in the vicinity of the vessel pose an unreasonable risk of harm to the vessel or the persons onboard such vessel. The owner or operator of the vessel may anchor or moor until weather conditions no longer pose such risk. During a hurricane or tropical storm, weather conditions are deemed to no longer pose an unreasonable risk of harm when the hurricane or tropical storm warning affecting the area has expired.

Section 15. Subsection (2) of section 327.45, Florida Statutes, is amended to read:

327.45 Protection zones for springs.—

(2) The commission may establish by rule protection zones that restrict the speed and operation of vessels, or that prohibit the anchoring, mooring, beaching, or grounding of vessels, to protect and prevent harm to first, second, and third magnitude springs and springs groups, including their associated spring runs, as determined by the commission using the most recent Florida Geological Survey springs bulletin. This harm includes negative impacts to water quality, water quantity, hydrology, wetlands, and aquatic and wetland-dependent species.

Section 16. Paragraph (b) of subsection (1) of section 327.46, Florida Statutes, is amended to read:

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327.46 Boating-restricted areas.—

(1) Boating-restricted areas, including, but not limited to, restrictions of vessel speeds and vessel traffic, may be established on the waters of this state for any purpose necessary to protect the safety of the public if such restrictions are necessary based on boating accidents, visibility, hazardous currents or water levels, vessel traffic congestion, or other navigational hazards or to protect seagrasses on privately owned submerged lands.

(b) Municipalities and counties may ~~have the authority to~~ establish the following boating-restricted areas by ordinance, including, notwithstanding the prohibition in s. 327.60(2)(c), within the portion of the Florida Intracoastal Waterway within their jurisdiction:

1. An ordinance establishing an idle speed, no wake boating-restricted area, if the area is:

a. Within 500 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways more than 300 feet in width or within 300 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways not exceeding 300 feet in width.

b. Within 500 feet of fuel pumps or dispensers at any marine fueling facility that sells motor fuel to the general boating public on waterways more than 300 feet in width or within 300 feet of the fuel pumps or dispensers at any licensed terminal facility that sells motor fuel to the general boating public on waterways not exceeding 300 feet in width.

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c. Inside or within 300 feet of any lock structure.

2. An ordinance establishing a slow speed, minimum wake boating-restricted area if the area is:

a. Within 300 feet of any bridge fender system.

b. Within 300 feet of any bridge span presenting a vertical clearance of less than 25 feet or a horizontal clearance of less than 100 feet.

c. On a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width from shoreline to shoreline.

d. On a lake or pond of less than 10 acres in total surface area.

e. Within the boundaries of a permitted public mooring field and a buffer around the mooring field of up to 100 feet.

3. An ordinance establishing a vessel-exclusion zone if the area is:

a. Designated as a public bathing beach or swim area.

b. Within 300 feet of a dam, spillway, or flood control structure.

Vessel exclusion zones created pursuant to this subparagraph must be marked with uniform waterway markers permitted by the commission in accordance with this chapter. Such zones may not be marked by ropes.

Section 17. Section 327.463, Florida Statutes, is created to read:

327.463 Special hazards.—

(1) For purposes of this section, a vessel:

(a) Is operating at slow speed, minimum wake only if it is:

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1. Fully off plane and completely settled into the water; and

2. Proceeding without wake or with minimum wake.

A vessel that is required to operate at slow speed, minimum wake may not proceed at a speed greater than a speed that is reasonable and prudent to avoid the creation of an excessive wake or other hazardous condition under the existing circumstances.

(b) Is not proceeding at slow speed, minimum wake if it is:

1. Operating on plane;

2. In the process of coming off plane and settling into the water or getting on plane; or

3. Operating at a speed that creates a wake that unreasonably or unnecessarily endangers other vessels.

(2) A person may not operate a vessel faster than slow speed, minimum wake within 300 feet of any emergency vessel, including, but not limited to, a law enforcement vessel, United States Coast Guard vessel, or firefighting vessel, when such emergency vessel's emergency lights are activated.

(3)(a) A person may not operate a vessel faster than slow speed, minimum wake within 300 feet of any construction vessel or barge when the vessel or barge is displaying an orange flag from a pole extending:

1. At least 10 feet above the tallest portion of the vessel or barge, indicating that the vessel or barge is actively engaged in construction operations; or

2. At least 5 feet above any superstructure permanently installed upon the vessel or barge, indicating that the vessel

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or barge is actively engaged in construction operations.

(b) A flag displayed on a construction vessel or barge pursuant to this subsection must:

1. Be at least 2 feet by 3 feet in size.

2. Have a wire or other stiffener or be otherwise constructed to ensure that the flag remains fully unfurled and extended in the absence of a wind or breeze.

3. Be displayed so that the visibility of the flag is not obscured in any direction.

(c) In periods of low visibility, including any time between 30 minutes after sunset and 30 minutes before sunrise, a person may not be cited for a violation of this subsection unless the orange flag is illuminated and visible from a distance of at least 2 nautical miles. Such illumination does not relieve the construction vessel or barge from complying with all navigation rules.

(4)(a) A person operating a vessel in violation of this section commits a noncriminal infraction, punishable as provided in s. 327.73.

(b) The owner of, or party who is responsible for, a construction vessel or barge who displays an orange flag on the vessel or barge when it is not actively engaged in construction operations commits a noncriminal infraction, punishable as provided in s. 327.73.

(5) The speed and penalty provisions of this section do not apply to a law enforcement, firefighting, or rescue vessel that is owned or operated by a governmental entity.

Section 18. Paragraph (a) of subsection (1) of section 327.50, Florida Statutes, is amended to read:

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327.50 Vessel safety regulations; equipment and lighting requirements.—

(1)(a) The owner and operator of every vessel on the waters of this state shall carry, store, maintain, and use safety equipment in accordance with current United States Coast Guard safety equipment requirements as specified in the Code of Federal Regulations, unless expressly exempted by the commission ~~department~~.

Section 19. Section 327.521, Florida Statutes, is created to read:

327.521 No-discharge zones.—

(1) Effective immediately upon approval by the United States Environmental Protection Agency of a no-discharge zone determination for the waters of the United States within the boundaries of aquatic preserves identified in s. 258.39, all waters of this state within such areas are designated no-discharge zones within which a person may not discharge sewage of any type, whether treated or untreated, from any vessel or floating structure.

(2) A person who violates this section commits a noncriminal infraction, punishable by a civil penalty of up to $250. If any discharge prohibited by this section is ongoing or continuous, the person may be assessed a penalty of up to $250 for each day the violation continues.

(3)(a) The owner or operator of a vessel or floating structure convicted a second time for violating this section shall, within 30 days after the conviction, remove the vessel or floating structure from the waters of this state. For purposes of this paragraph, the term “conviction” means a disposition

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other than acquittal or dismissal.

(b) If the vessel or floating structure remains on the waters of this state in violation of this subsection, law enforcement officers charged with the enforcement of this chapter under s. 327.70 shall apply to the appropriate court in the county in which the vessel or floating structure is located to order or otherwise cause the removal of such vessel or floating structure from the waters of this state at the owner's expense.

(c) If the owner cannot be found or otherwise fails to pay the removal costs, s. 328.17 shall apply. If the proceeds under s. 328.17 are not sufficient to pay all removal costs, funds appropriated from the Marine Resources Conservation Trust Fund pursuant to s. 327.53(6)(b) or s. 328.72(15)(c) may be used.

(4) The commission shall maintain a list of marine sewage pumpout facilities throughout this state, make the list available on its website, and provide the list with information about the Department of Environmental Protection's Clean Marina Program to all counties for distribution to public and private marinas.

Section 20. Paragraph (a) of subsection (6) and subsection (7) of section 327.53, Florida Statutes, are amended, and subsection (8) is added to that section, to read:

327.53 Marine sanitation.—

(6)(a) A violation of this section is a noncriminal infraction, punishable as provided in s. 327.73. Each violation shall be a separate offense. The owner and operator of any vessel shall be jointly and severally liable for the civil penalty imposed pursuant to this section.

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(7) A ~~Any~~ vessel or floating structure operated or occupied on the waters of this ~~the~~ state in violation of this section is declared a nuisance and a hazard to public safety and health. The owner or operator of a ~~any~~ vessel or floating structure cited for violating this section shall, within 30 days following the issuance of the citation, correct the violation for which the citation was issued or remove the vessel or floating structure from the waters of this ~~the~~ state. If the violation is not corrected within the 30 days and the vessel or floating structure remains on the waters of this ~~the~~ state in violation of this section, law enforcement officers charged with the enforcement of this chapter under s. 327.70 shall apply to the appropriate court in the county in which the vessel or floating structure is located~~,~~ to order or otherwise cause the removal of such vessel or floating structure from the waters of this ~~the~~ state at the owner's expense. If the owner cannot be found or otherwise fails to pay the removal costs, the provisions of s. 328.17 shall apply. If the proceeds under s. 328.17 are not sufficient to pay all removal costs, funds appropriated from the Marine Resources Conservation Trust Fund pursuant to paragraph (6)(b) or s. 328.72(15)(c) ~~s. 328.72(16)~~ may be used.

(8) The owner or operator of a live-aboard vessel as defined in s. 327.02(23), or a houseboat as defined in s. 327.02(17), that is equipped with a marine sanitation device must maintain a record of the date of each pumpout of the marine sanitation device and the location of the pumpout station or waste reception facility. Each record must be maintained for 1 year after the date of the pumpout. This subsection does not apply to marine compost toilets that process and manage human

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waste using marine compost toilet technologies that comply with United States Coast Guard requirements.

Section 21. Subsection (2) of section 327.54, Florida Statutes, is amended to read:

327.54 Liveries; safety regulations; penalty.—

(2) A livery may not knowingly lease, hire, or rent a ~~any~~ vessel ~~powered by a motor of 10 horsepower or greater~~ to a ~~any~~ person who is required to comply with s. 327.395~~,~~ unless such person presents to the livery the documentation required by s. 327.395(2) for the operation of a vessel ~~photographic identification and a valid boater safety identification card as required under s. 327.395(1),~~ or meets the exemption provided under s. 327.395(6)(f).

Section 22. Subsection (5) of section 327.60, Florida Statutes, is amended to read:

327.60 Local regulations; limitations.—

(5) A local government may enact and enforce regulations to implement the procedures for abandoned or lost property that allow the local law enforcement agency to remove a vessel affixed to a public dock or mooring within its jurisdiction that is abandoned or lost property pursuant to s. 705.103(1). Such regulation must require the local law enforcement agency to post a written notice at least 24 hours before removing the vessel.

Section 23. Paragraphs (q), (s), and (aa) of subsection (1) of section 327.73, Florida Statutes, are amended, and paragraphs (cc) and (dd) are added to that subsection, to read:

327.73 Noncriminal infractions.—

(1) Violations of the following provisions of the vessel laws of this state are noncriminal infractions:

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(q) Section 327.53(1), (2), ~~and~~ (3), and (8), relating to marine sanitation.

(s) Section 327.395, relating to boater safety education. However, a person cited for violating the requirements of s. 327.395 relating to failure to have required proof of boating safety education in his or her possession may not be convicted if, before or at the time of a county court hearing, the person produces proof of the boating safety education identification card or temporary certificate for verification by the hearing officer or the court clerk and the identification card or temporary certificate was valid at the time the person was cited.

(aa) Section 327.4107, relating to vessels at risk of becoming derelict on waters of this state, for which the civil penalty is:

1. For a first offense, $100 ~~$50~~.

2. For a second offense occurring 30 days or more after a first offense, $250 ~~$100~~.

3. For a third or subsequent offense occurring 30 days or more after a previous offense, $500 ~~$250~~.

A vessel that is the subject of three or more violations issued pursuant to the same paragraph of s. 327.4107(2) within an 18-month period which result in dispositions other than acquittal or dismissal shall be declared to be a public nuisance and subject to ss. 705.103(2) and (4) and 823.11(3). The commission, an officer of the commission, or a law enforcement agency or officer specified in s. 327.70 may relocate, remove, or cause to be relocated or removed such public nuisance vessels from waters

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of this state. The commission, an officer of the commission, or a law enforcement agency or officer acting pursuant to this paragraph upon waters of this state shall be held harmless for all damages to the vessel resulting from such relocation or removal unless the damage results from gross negligence or willful misconduct as these terms are defined in s. 823.11.

(cc) Section 327.463(4)(a) and (b), relating to vessels creating special hazards, for which the penalty is:

1. For a first offense, $50.

2. For a second offense occurring within 12 months after a prior offense, $100.

3. For a third offense occurring within 36 months after a prior offense, $250.

(dd) Section 327.371, relating to the regulation of human-powered vessels.

Any person cited for a violation of any provision of this subsection shall be deemed to be charged with a noncriminal infraction, shall be cited for such an infraction, and shall be cited to appear before the county court. The civil penalty for any such infraction is $50, except as otherwise provided in this section. Any person who fails to appear or otherwise properly respond to a uniform boating citation shall, in addition to the charge relating to the violation of the boating laws of this state, be charged with the offense of failing to respond to such citation and, upon conviction, be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. A written warning to this effect shall be provided at the time such uniform boating citation is issued.

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Section 24. Subsection (4) of section 328.09, Florida Statutes, is amended to read:

328.09 Refusal to issue and authority to cancel a certificate of title or registration.—

(4) The department may not issue a certificate of title to an ~~any~~ applicant for a ~~any~~ vessel that has been deemed derelict by a law enforcement officer under s. 376.15 or s. 823.11. A law enforcement officer must inform the department in writing, which may be provided by facsimile, electronic mail, or other electronic means, of the vessel's derelict status and supply the department with the vessel title number or vessel identification number. The department may issue a certificate of title once a law enforcement officer has verified in writing, which may be provided by facsimile, electronic mail, or other electronic means, that the vessel is no longer a derelict vessel.

Section 25. Effective July 1, 2023, paragraph (e) of subsection (3) of section 328.09, Florida Statutes, as amended by section 12 of chapter 2019-76, Laws of Florida, is amended to read:

328.09 Refusal to issue and authority to cancel a certificate of title or registration.—

(3) Except as otherwise provided in subsection (4), the department may reject an application for a certificate of title only if:

(e) The application is for a vessel that has been deemed derelict by a law enforcement officer under s. 376.15 or s. 823.11. In such case, a law enforcement officer must inform the department in writing, which may be provided by facsimile, e-mail, or other electronic means, of the vessel's derelict status

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and supply the department with the vessel title number or vessel identification number. The department may issue a certificate of title once a law enforcement officer has verified in writing, which may be provided by facsimile, e-mail, or other electronic means, that the vessel is no longer a derelict vessel.

Section 26. Section 376.15, Florida Statutes, is amended to read:

376.15 Derelict vessels; relocation or removal from ~~public~~ waters of this state.—

(1) As used in this section, the term:

(a) "Commission" means the Fish and Wildlife Conservation Commission.

(b) "Gross negligence" means conduct so reckless or wanting in care that it constitutes a conscious disregard or indifference to the safety of the property exposed to such conduct.

(c) "Willful misconduct" means conduct evidencing carelessness or negligence of such a degree or recurrence as to manifest culpability, wrongful intent, or evil design or to show an intentional and substantial disregard of the interests of the vessel owner.

(2)(a) It is unlawful for any person, firm, or corporation to ~~store,~~ leave~~, or abandon~~ any derelict vessel as defined in s. 823.11 upon the waters of ~~in~~ this state. For purposes of this paragraph, the term "leave" means to allow a vessel to remain occupied or unoccupied on the waters of this state for more than 24 hours.

(b) Notwithstanding paragraph (a), a person who owns or operates a vessel that becomes derelict upon the waters of this

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state solely as a result of a boating accident that is reported to law enforcement in accordance with s. 327.301 or otherwise reported to law enforcement; a hurricane; or another sudden event outside of his or her control may not be charged with a violation if:

1. The individual documents for law enforcement the specific event that led to the vessel being derelict upon the waters of this state; and

2. The vessel has been removed from the waters of this state or has been repaired or addressed such that it is no longer derelict upon the waters of this state:

a. For a vessel that has become derelict as a result of a boating accident or other sudden event outside of his or her control, within 7 days after such accident or event; or

b. Within 45 days after the hurricane has passed over this state.

(c) This subsection does not apply to a vessel that was derelict upon the waters of this state before the stated accident or event.

(3)(a) The commission, an officer ~~officers~~ of the commission, or a ~~and any~~ law enforcement agency or officer specified in s. 327.70 may ~~are authorized and empowered to~~ relocate, remove, store, destroy, or dispose of or cause to be relocated, ~~or~~ removed, stored, destroyed, or disposed of a ~~any~~ derelict vessel as defined in s. 823.11 from ~~public~~ waters of this state as defined in s. 327.02. All costs, including costs owed to a third party, incurred by the commission or other law enforcement agency in the relocation, ~~or~~ removal, storage, destruction, or disposal of any abandoned or derelict vessel are

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recoverable against the owner of the vessel or the party determined to be legally responsible for the vessel being upon the waters of this state in a derelict condition. The Department of Legal Affairs shall represent the commission in actions to recover such costs.

(b) The commission, an officer ~~officers~~ of the commission, or a ~~and any other~~ law enforcement agency or officer specified in s. 327.70 acting pursuant to ~~under~~ this section to relocate, remove, store, destroy, or dispose of or cause to be relocated, ~~or~~ removed, stored, destroyed, or disposed of a derelict vessel from ~~public~~ waters of this state as defined in s. 327.02 shall be held harmless for all damages to the derelict vessel resulting from such action ~~relocation or removal~~ unless the damage results from gross negligence or willful misconduct as these terms are defined in s. 823.11.

(c) A contractor performing relocation or removal activities at the direction of the commission, an officer ~~officers~~ of the commission, ~~or~~ a law enforcement agency or officer, or a governmental subdivision, when the governmental subdivision has received authorization for the relocation or removal from a law enforcement officer or agency pursuant to this section, must be licensed in accordance with applicable United States Coast Guard regulations where required; obtain and carry in full force and effect a policy from a licensed insurance carrier in this state to insure against any accident, loss, injury, property damage, or other casualty caused by or resulting from the contractor's actions; and be properly equipped to perform the services to be provided.

(d) The commission may establish a program to provide

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grants to local governments for the removal, storage, destruction, and disposal of derelict vessels from the ~~public~~ waters of this ~~the~~ state as defined in s. 327.02. The program shall be funded from the Marine Resources Conservation Trust Fund or the Florida Coastal Protection Trust Fund. Notwithstanding ~~the provisions in~~ s. 216.181(11), funds available for grants may only be authorized by appropriations acts of the Legislature. In a given fiscal year, if all funds appropriated pursuant to this paragraph are not requested by and granted to local governments for the removal, storage, destruction, and disposal of derelict vessels by the end of the third quarter, the Fish and Wildlife Conservation Commission may use the remainder of the funds to remove, store, destroy, and dispose of, or to pay private contractors to remove, store, destroy, and dispose of, derelict vessels.

(e) The commission shall adopt by rule procedures for submitting a grant application and criteria for allocating available funds. Such criteria shall include, but not be limited to, the following:

1. The number of derelict vessels within the jurisdiction of the applicant.

2. The threat posed by such vessels to public health or safety, the environment, navigation, or the aesthetic condition of the general vicinity.

3. The degree of commitment of the local government to maintain waters free of abandoned and derelict vessels and to seek legal action against those who abandon vessels in the waters of this ~~the~~ state as defined in s. 327.02.

(f) This section constitutes the authority for such removal

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but is not intended to be in contravention of any applicable federal act.

Section 27. Subsections (2) and (4) of section 705.103, Florida Statutes, are amended to read:

705.103 Procedure for abandoned or lost property.—

(2)(a)1. Whenever a law enforcement officer ascertains that:

a. An article of lost or abandoned property other than a derelict vessel or a vessel declared a public nuisance pursuant to s. 327.73(1)(aa) is present on public property and is of such nature that it cannot be easily removed, the officer shall cause a notice to be placed upon such article in substantially the following form:

NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE ATTACHED PROPERTY. This property, to wit: ...(setting forth brief description)... is unlawfully upon public property known as ...(setting forth brief description of location)... and must be removed within 5 days; otherwise, it will be removed and disposed of pursuant to chapter 705, Florida Statutes. The owner will be liable for the costs of removal, storage, and publication of notice. Dated this: ...(setting forth the date of posting of notice)..., signed: ...(setting forth name, title, address, and telephone number of law enforcement officer)....

b. A derelict vessel or a vessel declared a public nuisance pursuant to s. 327.73(1)(aa) is present on the waters of this state, the officer shall cause a notice to be placed upon such vessel in substantially the following form:

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NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE ATTACHED VESSEL. This vessel, to wit: ...(setting forth brief description)... has been determined to be (derelict or a public nuisance) and is unlawfully upon waters of this state ...(setting forth brief description of location)... and must be removed within 21 days; otherwise, it will be removed and disposed of pursuant to chapter 705, Florida Statutes. The owner and other interested parties have the right to a hearing to challenge the determination that this vessel is derelict or otherwise in violation of the law. Please contact ...(contact information for person who can arrange for a hearing in accordance with this section).... The owner or the party determined to be legally responsible for the vessel being upon the waters of this state in a derelict condition will be liable for the costs of removal, destruction, and disposal if this vessel is not removed by the owner. Dated this: ...(setting forth the date of posting of notice)..., signed: ...(setting forth name, title, address, and telephone number of law enforcement officer)....

2. The notices required under subparagraph 1. may ~~Such notice shall be~~ not be less than 8 inches by 10 inches and shall be sufficiently weatherproof to withstand normal exposure to the elements. In addition to posting, the law enforcement officer shall make a reasonable effort to ascertain the name and address of the owner. If such is reasonably available to the officer, she or he shall mail a copy of such notice to the owner on or before the date of posting. If the property is a motor vehicle as defined in s. 320.01(1) or a vessel as defined in s. 327.02,

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the law enforcement agency shall contact the Department of Highway Safety and Motor Vehicles in order to determine the name and address of the owner and any person who has filed a lien on the vehicle or vessel as provided in s. 319.27(2) or (3) or s. 328.15(1). On receipt of this information, the law enforcement agency shall mail a copy of the notice by certified mail, return receipt requested, to the owner and to the lienholder, if any, except that a law enforcement officer who has issued a citation for a violation of s. 376.15 or s. 823.11 to the owner of a derelict vessel is not required to mail a copy of the notice by certified mail, return receipt requested, to the owner. For a derelict vessel or a vessel declared a public nuisance pursuant to s. 327.73(1)(aa), the mailed notice must inform the owner or responsible party that he or she has a right to a hearing to dispute the determination that the vessel is derelict or otherwise in violation of the law. If a request for a hearing is made, a state agency shall follow the processes set forth in s. 120.569. Local governmental entities shall follow the processes set forth in s. 120.569, except that a local judge, magistrate, or code enforcement officer may be designated to conduct such a hearing. If, at the end of 5 days after posting the notice in sub-subparagraph 1.a., or at the end of 21 days after posting the notice in sub-subparagraph 1.b., and mailing such notice, if required, the owner or any person interested in the lost or abandoned article or articles described has not removed the article or articles from public property or shown reasonable cause for failure to do so, and, in the case of a derelict vessel or a vessel declared a public nuisance pursuant to s. 327.73(1)(aa), has not requested a hearing in accordance with

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this section, the following shall apply:

a.~~(a)~~ For abandoned property other than a derelict vessel or a vessel declared a public nuisance pursuant to s. 327.73(1)(aa), the law enforcement agency may retain any or all of the property for its own use or for use by the state or unit of local government, trade such property to another unit of local government or state agency, donate the property to a charitable organization, sell the property, or notify the appropriate refuse removal service.

b. For a derelict vessel or a vessel declared a public nuisance pursuant to s. 327.73(1)(aa), the law enforcement agency or its designee may:

(I) Remove the vessel from the waters of this state and destroy and dispose of the vessel or authorize another governmental entity or its designee to do so; or

(II) Authorize the vessel's use as an artificial reef in accordance with s. 379.249 if all necessary federal, state, and local authorizations are received.

A law enforcement agency or its designee may also take action as described in this sub-subparagraph if, following a hearing pursuant to this section, the judge, magistrate, administrative law judge, or hearing officer has determined the vessel to be derelict as provided in s. 823.11 or otherwise in violation of the law in accordance with s. 327.73(1)(aa) and a final order has been entered or the case is otherwise closed.

(b) For lost property, the officer shall take custody and the agency shall retain custody of the property for 90 days. The agency shall publish notice of the intended disposition of the

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property, as provided in this section, during the first 45 days of this time period.

1. If the agency elects to retain the property for use by the unit of government, donate the property to a charitable organization, surrender such property to the finder, sell the property, or trade the property to another unit of local government or state agency, notice of such election shall be given by an advertisement published once a week for 2 consecutive weeks in a newspaper of general circulation in the county where the property was found if the value of the property is more than $100. If the value of the property is $100 or less, notice shall be given by posting a description of the property at the law enforcement agency where the property was turned in. The notice must be posted for not less than 2 consecutive weeks in a public place designated by the law enforcement agency. The notice must describe the property in a manner reasonably adequate to permit the rightful owner of the property to claim it.

2. If the agency elects to sell the property, it must do so at public sale by competitive bidding. Notice of the time and place of the sale shall be given by an advertisement of the sale published once a week for 2 consecutive weeks in a newspaper of general circulation in the county where the sale is to be held. The notice shall include a statement that the sale shall be subject to any and all liens. The sale must be held at the nearest suitable place to that where the lost or abandoned property is held or stored. The advertisement must include a description of the goods and the time and place of the sale. The sale may take place no earlier than 10 days after the final

Attachment: SB 1086 (18592 : Springs Protections Zones)

publication. If there is no newspaper of general circulation in the county where the sale is to be held, the advertisement shall be posted at the door of the courthouse and at three other public places in the county at least 10 days prior to sale. Notice of the agency's intended disposition shall describe the property in a manner reasonably adequate to permit the rightful owner of the property to identify it.

(4) The owner of any abandoned or lost property, or in the case of a derelict vessel, the owner or other party determined to be legally responsible for the vessel being upon the waters of this state in a derelict condition, who, after notice as provided in this section, does not remove such property within the specified period shall be liable to the law enforcement agency, other governmental entity, or the agency's or entity's designee for all costs of removal, storage, and destruction of such property, less any salvage value obtained by disposal of the property. Upon final disposition of the property, the law enforcement officer or representative of the law enforcement agency or other governmental entity shall notify the owner, if known, of the amount owed. In the case of an abandoned vessel or motor vehicle, any person who neglects or refuses to pay such amount is not entitled to be issued a certificate of registration for such vessel or motor vehicle, or any other vessel or motor vehicle, until such costs have been paid. A person who has neglected or refused to pay all costs of removal, storage, disposal, and destruction of a vessel or motor vehicle as provided in this section, after having been provided written notice via certified mail that such costs are owed, and who applies for and is issued a registration for a vessel or motor

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vehicle before such costs have been paid in full commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. The law enforcement officer or representative of the law enforcement agency or other governmental entity shall supply the Department of Highway Safety and Motor Vehicles with a list of persons whose vessel registration privileges and ~~or whose~~ motor vehicle privileges have been revoked under this subsection. ~~Neither~~ The department or a ~~nor any other~~ person acting as an agent of the department may not ~~thereof shall~~ issue a certificate of registration to a person whose vessel and ~~or~~ motor vehicle registration privileges have been revoked, as provided by this subsection, until such costs have been paid.

Section 28. Effective July 1, 2023, subsection (2) of section 705.103, Florida Statutes, as amended by section 29 of chapter 2019-76, Laws of Florida, is amended to read:

705.103 Procedure for abandoned or lost property.—

(2)(a)1. Whenever a law enforcement officer ascertains that:

a. An article of lost or abandoned property other than a derelict vessel or a vessel declared a public nuisance pursuant to s. 327.73(1)(aa) is present on public property and is of such nature that it cannot be easily removed, the officer shall cause a notice to be placed upon such article in substantially the following form:

NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE ATTACHED PROPERTY. This property, to wit: ...(setting forth brief description)... is unlawfully upon public property known as

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...(setting forth brief description of location)... and must be removed within 5 days; otherwise, it will be removed and disposed of pursuant to chapter 705, Florida Statutes. The owner will be liable for the costs of removal, storage, and publication of notice. Dated this: ...(setting forth the date of posting of notice)..., signed: ...(setting forth name, title, address, and telephone number of law enforcement officer)....

b. A derelict vessel or a vessel declared a public nuisance pursuant to s. 327.73(1)(aa) is present on the waters of this state, the officer shall cause a notice to be placed upon such vessel in substantially the following form:

NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE ATTACHED VESSEL. This vessel, to wit: ...(setting forth brief description of location)... has been determined to be (derelict or a public nuisance) and is unlawfully upon the waters of this state ...(setting forth brief description of location)... and must be removed within 21 days; otherwise, it will be removed and disposed of pursuant to chapter 705, Florida Statutes. The owner and other interested parties have the right to a hearing to challenge the determination that this vessel is derelict or otherwise in violation of the law. Please contact ...(contact information for person who can arrange for a hearing in accordance with this section)... The owner or the party determined to be legally responsible for the vessel being upon the waters of this state in a derelict condition will be liable for the costs of removal, destruction, and disposal if this vessel is not removed by the owner. Dated this: ...(setting

Attachment: SB 1086 (18592 : Springs Protections Zones)

forth the date of posting of notice)..., signed: ...(setting forth name, title, address, and telephone number of law enforcement officer)....

2. The notices required under subparagraph 1. may ~~Such notice shall be~~ not be less than 8 inches by 10 inches and shall be sufficiently weatherproof to withstand normal exposure to the elements. In addition to posting, the law enforcement officer shall make a reasonable effort to ascertain the name and address of the owner. If such is reasonably available to the officer, she or he shall mail a copy of such notice to the owner on or before the date of posting. If the property is a motor vehicle as defined in s. 320.01(1) or a vessel as defined in s. 327.02, the law enforcement agency shall contact the Department of Highway Safety and Motor Vehicles in order to determine the name and address of the owner and any person who has filed a lien on the vehicle or vessel as provided in s. 319.27(2) or (3) or s. 328.15. On receipt of this information, the law enforcement agency shall mail a copy of the notice by certified mail, return receipt requested, to the owner and to the lienholder, if any, except that a law enforcement officer who has issued a citation for a violation of s. 376.15 or s. 823.11 to the owner of a derelict vessel is not required to mail a copy of the notice by certified mail, return receipt requested, to the owner. For a derelict vessel or a vessel declared a public nuisance pursuant to s. 327.73(1)(aa), the mailed notice must inform the owner or responsible party that he or she has a right to a hearing to dispute the determination that the vessel is derelict or otherwise in violation of the law. If a request for a hearing is

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made, a state agency shall follow the processes as set forth in s. 120.569. Local governmental entities shall follow the processes set forth in s. 120.569, except that a local judge, magistrate, or code enforcement officer may be designated to conduct such a hearing. If, at the end of 5 days after posting the notice in sub-subparagraph 1.a., or at the end of 21 days after posting the notice in sub-subparagraph 1.b., and mailing such notice, if required, the owner or any person interested in the lost or abandoned article or articles described has not removed the article or articles from public property or shown reasonable cause for failure to do so, and, in the case of a derelict vessel or a vessel declared a public nuisance pursuant to s. 327.73(1)(aa), has not requested a hearing in accordance with this section, the following shall apply:

a.~~(a)~~ For abandoned property other than a derelict vessel or a vessel declared a public nuisance pursuant to s. 327.73(1)(aa), the law enforcement agency may retain any or all of the property for its own use or for use by the state or unit of local government, trade such property to another unit of local government or state agency, donate the property to a charitable organization, sell the property, or notify the appropriate refuse removal service.

b. For a derelict vessel or a vessel declared a public nuisance pursuant to s. 327.73(1)(aa), the law enforcement agency or its designee may:

(I) Remove the vessel from the waters of this state and destroy and dispose of the vessel or authorize another governmental entity or its designee to do so; or

(II) Authorize the vessel's use as an artificial reef in

Attachment: SB 1086 (18592 : Springs Protections Zones)

accordance with s. 379.249 if all necessary federal, state, and local authorizations are received.

A law enforcement agency or its designee may also take action as described in this sub-subparagraph if, following a hearing pursuant to this section, the judge, magistrate, administrative law judge, or hearing officer has determined the vessel to be derelict as provided in s. 823.11 or otherwise in violation of the law in accordance with s. 327.73(1)(aa) and a final order has been entered or the case is otherwise closed.

(b) For lost property, the officer shall take custody and the agency shall retain custody of the property for 90 days. The agency shall publish notice of the intended disposition of the property, as provided in this section, during the first 45 days of this time period.

1. If the agency elects to retain the property for use by the unit of government, donate the property to a charitable organization, surrender such property to the finder, sell the property, or trade the property to another unit of local government or state agency, notice of such election shall be given by an advertisement published once a week for 2 consecutive weeks in a newspaper of general circulation in the county where the property was found if the value of the property is more than $100. If the value of the property is $100 or less, notice shall be given by posting a description of the property at the law enforcement agency where the property was turned in. The notice must be posted for not less than 2 consecutive weeks in a public place designated by the law enforcement agency. The notice must describe the property in a manner reasonably

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adequate to permit the rightful owner of the property to claim it.

2. If the agency elects to sell the property, it must do so at public sale by competitive bidding. Notice of the time and place of the sale shall be given by an advertisement of the sale published once a week for 2 consecutive weeks in a newspaper of general circulation in the county where the sale is to be held. The notice shall include a statement that the sale shall be subject to any and all liens. The sale must be held at the nearest suitable place to that where the lost or abandoned property is held or stored. The advertisement must include a description of the goods and the time and place of the sale. The sale may take place no earlier than 10 days after the final publication. If there is no newspaper of general circulation in the county where the sale is to be held, the advertisement shall be posted at the door of the courthouse and at three other public places in the county at least 10 days prior to sale. Notice of the agency's intended disposition shall describe the property in a manner reasonably adequate to permit the rightful owner of the property to identify it.

Section 29. Subsections (1), (2), and (3) of section 823.11, Florida Statutes, are amended to read:

823.11 Derelict vessels; relocation or removal; penalty.—

(1) As used in this section and s. 376.15, the term:

(a) "Commission" means the Fish and Wildlife Conservation Commission.

(b) "Derelict vessel" means a vessel, as defined in s. 327.02, that is ~~left, stored, or abandoned~~:

1. In a wrecked, junked, or substantially dismantled

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condition upon any ~~public~~ waters of this state.

a. A vessel is wrecked if it is sunken or sinking; aground without the ability to extricate itself absent mechanical assistance; or remaining after a marine casualty, including, but not limited to, a boating accident, extreme weather, or a fire.

b. A vessel is junked if it has been substantially stripped of vessel components, if vessel components have substantially degraded or been destroyed, or if the vessel has been discarded by the owner or operator. Attaching an outboard motor to a vessel that is otherwise junked will not cause the vessel to no longer be junked if such motor is not an effective means of propulsion as required by s. 327.4107(2)(e) and associated rules.

c. A vessel is substantially dismantled if at least two of the three following vessel systems or components are missing, compromised, incomplete, inoperable, or broken:

(I) The steering system;

(II) The propulsion system; or

(III) The exterior hull integrity.

Attaching an outboard motor to a vessel that is otherwise substantially dismantled will not cause the vessel to no longer be substantially dismantled if such motor is not an effective means of propulsion as required by s. 327.4107(2)(e) and associated rules.

2. At a port in this state without the consent of the agency having jurisdiction thereof.

3. Docked, grounded, or beached upon the property of another without the consent of the owner of the property.

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(c) "Gross negligence" means conduct so reckless or wanting in care that it constitutes a conscious disregard or indifference to the safety of the property exposed to such conduct.

(d) "Willful misconduct" means conduct evidencing carelessness or negligence of such a degree or recurrence as to manifest culpability, wrongful intent, or evil design or to show an intentional and substantial disregard of the interests of the vessel owner.

(2)(a) ~~It is unlawful for~~ A person, firm, or corporation may not ~~to store,~~ leave~~, or abandon~~ any derelict vessel upon waters of ~~in~~ this state. For purposes of this paragraph, the term "leave" means to allow a vessel to remain occupied or unoccupied on the waters of this state for more than 24 hours.

(b) Notwithstanding paragraph (a), a person who owns or operates a vessel that becomes derelict upon the waters of this state solely as a result of a boating accident that is reported to law enforcement in accordance with s. 327.301 or otherwise reported to law enforcement; a hurricane; or another sudden event outside of his or her control may not be charged with a violation if:

1. The individual documents for law enforcement the specific event that led to the vessel being derelict upon the waters of this state; and

2. The vessel has been removed from the waters of this state or has been repaired or addressed such that it is no longer derelict upon the waters of this state:

a. For a vessel that has become derelict as a result of a boating accident or other sudden event outside of his or her

Attachment: SB 1086 (18592 : Springs Protections Zones)

control, within 7 days after such accident or event; or

b. Within 45 days after the hurricane has passed over the state.

(c) This subsection does not apply to a vessel that was derelict upon the waters of this state before the stated accident or event.

(3) The commission, an officer ~~officers~~ of the commission, or a ~~and any~~ law enforcement agency or officer specified in s. 327.70 may ~~are authorized and empowered to~~ relocate, remove, store, destroy, or dispose of or cause to be relocated, ~~or~~ removed, stored, destroyed, or disposed of a derelict vessel from ~~public~~ waters of this state as defined in s. 327.02 if the derelict vessel obstructs or threatens to obstruct navigation or in any way constitutes a danger to the environment, property, or persons. The commission, an officer ~~officers~~ of the commission, or any other law enforcement agency or officer acting pursuant to ~~under~~ this subsection to relocate, remove, store, destroy, dispose of or cause to be relocated, ~~or~~ removed, stored, destroyed, or disposed of a derelict vessel from ~~public~~ waters of this state shall be held harmless for all damages to the derelict vessel resulting from such action ~~relocation or removal~~ unless the damage results from gross negligence or willful misconduct.

(a) Removal of derelict vessels under this subsection may be funded by grants provided in ss. 206.606 and 376.15. The commission shall implement a plan for the procurement of any available federal disaster funds and use such funds for the removal of derelict vessels.

(b) All costs, including costs owed to a third party,

Attachment: SB 1086 (18592 : Springs Protections Zones)

incurred by the commission, another ~~or other~~ law enforcement agency, or a governmental subdivision, when the governmental subdivision has received authorization from a law enforcement officer or agency, in the relocation, ~~or~~ removal, storage, destruction, or disposal of a derelict vessel are recoverable against the vessel owner or the party determined to be legally responsible for the vessel being upon the waters of this state in a derelict condition. The Department of Legal Affairs shall represent the commission in actions to recover such costs. As provided in s. 705.103(4), a person who neglects or refuses to pay such costs may not be issued a certificate of registration for such vessel or for any other vessel or motor vehicle until such costs have been paid. A person who has neglected or refused to pay all costs of removal, storage, destruction, or disposal of a derelict vessel as provided in this section, after having been provided written notice via certified mail that such costs are owed, and who applies for and is issued a registration for a vessel or motor vehicle before such costs have been paid in full commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(c) A contractor performing such ~~relocation or removal~~ activities at the direction of the commission, an officer ~~officers~~ of the commission, ~~or~~ a law enforcement agency or officer, or a governmental subdivision, when the governmental subdivision has received authorization for the relocation or removal from a law enforcement officer or agency, pursuant to this section must be licensed in accordance with applicable United States Coast Guard regulations where required; obtain and carry in full force and effect a policy from a licensed

Attachment: SB 1086 (18592 : Springs Protections Zones)

insurance carrier in this state to insure against any accident, loss, injury, property damage, or other casualty caused by or resulting from the contractor's actions; and be properly equipped to perform the services to be provided.

Section 30. Except as otherwise expressly provided in this act, this act shall take effect July 1, 2021.

Attachment: SB 1086 (18592 : Springs Protections Zones)

BACKGROUND REPORT
FINAL RULE
Springs Protection Zones – 68D-24.0035
October 7, 2021

68D-24.0035 Springs Protection Zones.

(1) State, county, and municipal governments of the State of Florida and Florida water management districts may apply for a springs protection zone for a first, second, or third magnitude spring or spring group, including associated spring runs, within their jurisdiction in accordance with section 327.45, Florida Statutes.

(2) Applicants shall submit applications on the Commission's Application for Florida Springs Protection Zone form, form FWCDLE _248AR (October 2021), which is hereby incorporated by reference. The Application is available at https://www.flrules.org/Gateway/reference.asp?No=Ref-xxxxx.

(3) Applications shall be submitted by mail or in person to Florida Fish and Wildlife Conservation Commission, Division of Law Enforcement, Boating and Waterways Section, 620 South Meridian Street, Tallahassee, Florida 32399-1600, or by electronic mail to xxxxxxxx@myfwc.com.

(a) The Boating and Waterways Section shall not process partial or incomplete applications.

(b) Once an application is received, the Boating and Waterways Section shall determine if the Application is complete.

1. If the application is not substantially complete or has not been completed substantially correctly, the Boating and Waterways Section shall return it to the applicant with a statement of the items that are missing or that must be corrected.
2. If the application is substantially complete and only minor additions or corrections are required, the Boating and Waterways Section shall notify the applicant of the apparent errors or omissions and request the required additional or corrected information. If the requested additional or corrected information is not received within 60 days, the Boating and Waterways Section may deny the application without prejudice.
3. Within 10 days following receipt of a completed application, the Boating and Waterways Section shall provide notice of such receipt to the applicant by mail or by electronic mail.
4. The Boating and Waterways Section shall, within 120 days following receipt of a completed application, notify the applicant of its intent to recommend the approval of the application to the Commission or notify the applicant of its denial of the application.
    a. The section leader of the Boating and Waterways Section is delegated authority to deny such applications, and such denial shall constitute final agency action. Any substantially affected person may request review of a denial; the request must be received by the Commission within 21 days of receipt of the denial.
    b. The Florida Fish and Wildlife Conservation Commission, sitting as agency head at its next available regularly scheduled meeting, shall review any recommendation made by the Boating and Waterways Section for approval of a springs protection zone. If the Commission approves a springs protection zone, it shall be adopted in rule.

(4) Applications for spring protection zones shall be approved only when competent substantial evidence submitted by the applicant demonstrates that the spring, spring group, or spring run is suffering harm of the type identified in subsection 327.45(2), Florida Statutes, as a result of vessel speed or operation, or the anchoring, mooring, beaching, or grounding of vessels.

(a) Springs protection zones shall be no larger than necessary to regulate those specific areas where negative impacts to the spring, spring group, or spring run on an application can be shown to occur from the vessel activity sought to be regulated. Applications seeking to regulate areas larger than are supported by competent substantial evidence to show the spring, spring group, or spring run is being harmed by the vessel activity for which regulation is being sought will be denied.

(b) To ensure that a springs protection zone created pursuant to this rule does not completely cut off all navigability into, through, or out of a waterway, a

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Attachment: Rule 68A-6.003 SpringsProtection (18592 : Springs Protections Zones)

portion of the springs protection zone may be created as slow speed minimum wake, as defined in Rule 68D-23.103, F.A.C.

(5) (a) Competent substantial evidence may include carrying capacity studies, vessel traffic studies, or water quality studies, for example, but may also include any facts or data that are of a type reasonably relied upon by scientists, environmental professionals, or engineers.

(b) Competent substantial evidence necessary to establish a springs protection zone may include any combination of evidence that demonstrates:

1. Harm of the type identified in subsection 327.45(2), Florida Statutes, is occurring to all portions of the spring, spring group, or spring run for which regulation is being sought;

2. The harm occurring to the portion of the spring, spring group, or spring run for which regulation is being sought is a result of vessel speed; vessel operation; or anchoring, mooring, beaching or grounding of vessels; and

3. Establishment of the springs protection zone requested will regulate only that type of vessel activity that is causing harm to the spring, spring group, or spring run.

(6) Complete applications will be evaluated by the Commission, the Florida Department of Environmental Protection, and the relevant water management district to determine whether competent substantial evidence has been submitted sufficient to show harm is occurring to the identified spring, spring group, or spring run; whether competent substantial evidence has been submitted sufficient to show such harm is a result of the vessel activity sought to be regulated; and whether sufficient competent substantial evidence has been submitted to show that all portions of the spring, spring group, or spring run for which regulation is being sought are experiencing the harm caused by the vessel activity.

(7) Following the Commission's adoption of a springs protection zone by rule, the zone will be enforceable once the Commission posts uniform waterway markers notifying the public of the regulations applicable in the zone.

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Attachment: Rule 68A-6.003 SpringsProtection (18592 : Springs Protections Zones)

Florida Fish and Wildlife Conservation Commission

SPRINGS PROTECTION ZONES

NEW LEGISLATION

SB 1086 Signed into Law June 29, 2021

Section 327.45, Fla. Stat. directs the Commission to establish springs protection zones that prohibit anchoring, mooring, beaching, or grounding of vessels or restrict the speed and operation of vessels to prevent harm to certain springs, spring groups, and their associated spring runs. The Commission is adopting rules to implement this provision.

THE PROCESS

Similar to Established Process Already in Use

This rule creates a process similar to the local government boating restricted area application process. Applications for spring protection zones from governmental entities will be approved only when competent substantial evidence submitted by the applicant demonstrates that the spring, spring group, or spring run is suffering negative impacts as a result of vessel speed or operation, or the anchoring, mooring, beaching, or grounding of vessels.

PROTECTION ZONES

New Rule Does Not Establish any Zones

This draft proposed rule does not establish springs protections zones, rather, it establishes a process by which state, county, and municipal governments and water management districts may apply for a springs protection zone.

WHO APPLIES?

State, County and Municipal Governments and Water Management Districts

Applications for spring protection zones from governmental entities will be approved only when competent substantial evidence submitted by the applicant demonstrates that the spring, spring group, or spring run is suffering negative impacts as a result of vessel speed or operation, or the anchoring, mooring, beaching, or grounding of vessels.

MULTI-AGENCY REVIEW

Substantial Competent Evidence

Similar to the process used for boating restricted areas, municipalities will be required to present competent substantial evidence within their application, which will be reviewed by the FWC, DEP and the relevant water management district for sufficiency. Each springs protection zone will be adopted separately by rule following review of an application showing that the zone is necessary to prevent harm by vessels to the spring, spring group, or spring run. This rule does not create any springs protection zones.

For comments, questions and additional information, please contact the FWC Boating and Waterways Section at XXX-XXX-XXXX or XXXXXXXXXXX@MyFWC.com

Attachment: Springs Protection Zones Infographic v2 (18592 : Springs Protections Zones)

K1

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: 11/9/21

Name: Marianne Wetherington

Address: Box 2424
Dunnellon FL 34430

Telephone #:

Item to be Addressed: K1

Attachment: Public Speaker Forms for item K1 (18592 :

AGENDA MEMORANDUM

FROM:	Denise A. Dymond Lyn, County Attorney
SUBJECT:	Attorney/Client Session - Dallise Jewett and Robert Jewett v. Citrus County, Florida
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

Pursuant to Section 286.011(8), Florida Statutes, Citrus County's counsel is requesting the Board schedule and advertise a meeting in private to discuss pending litigation in the case styled Dallise Jewett and Robert Jewett v. Citrus County, Florida (Case No: 2018 CA 222). The participants at this meeting will be only those permitted by law:

Commissioner Scott Carnahan
Commissioner Ronald E. Kitchen Jr.
Commissioner Ruthie Davis Schlabach
Commissioner Jeff Kinnard D.C.
Commissioner Holly L. Davis
Charles R. Oliver, County Administrator
Dale A. Scott, Attorney, Roper, P.A.
Denise A. Dymond Lyn, County Attorney
Rebecca Foster or Jennifer Ouellette from Prestige Court Reporting

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approval to set an Attorney/Client Session on November 30, 2021 at 8:30 AM in the matter styled Dallise Jewett and Robert Jewett v. Citrus County, Florida, Case No: 2018-CA-222.

D

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: 11/9/21

Name: John Labriola

Address: 2806 Eisenhower St. W
Inverness FL 34453

Telephone #: 954-515-2084

Item to be Addressed: Library and displays

Communication: Public Speaker Forms for item Q (Open to

D
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: November 9, 2021

Name: Dr Paul Reinhardt

Address: 325 South Jefferson St
Beverly Hills, Florida 34465

Telephone #: (352) 270-4909

Item to be Addressed: Library Displays

Communication: Public Speaker Forms for item Q (Open to the

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC
AGENDA DATE:	**November 09, 2021**

BRIEF OVERVIEW:

This application is a request to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan from MDR, Medium Density Residential District to RMU, Residential Mixed Use District and amend the Land Use Atlas Map (LUAM) of the Land Development Code from MDRMH, Medium Density Residential District with mobile homes allowed to PDR, Planned Residential Development District, and to amend an existing Planned Unit Development to allow an increase in the overall number of single-family residential lots, with reduced minimum lot sizes, as well as multiple amendments to conditions including traffic study requirements, sidewalks, impervious surface ratio calculation, and access management.

This application was heard by the Planning and Development Commission on October 7, 2021, and recommended for approval with revised 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 November 9, 2021, at 5:01 p.m. to review and discuss CPA/AA/PUD-21-12, Steven Fischer for Crystal Glen Properties, LLC.

b. If approved, adopt and authorize the Chairman to execute the ordinances for CPA/AA/PUD-21-12, Steven Fischer for Crystal Glen Properties, LLC and direct the Clerk to execute the ordinances.

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 4.7 ACRES FROM THE MEDIUM DENSITY RESIDENTIAL DISTRICT TO THE RESIDENTIAL MIXED USE 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-21-12, Steven Fischer for Crystal Glen Properties, LLC and shall be effective within the unincorporated areas of Citrus County, Florida.

SECTION 2. AUTHORITY

This Citrus County Comprehensive Plan Amendment CPA/AA/PUD-21-12, Steven Fischer for Crystal Glen Properties, LLC, is adopted pursuant to Chapter 163, Florida Statutes.

Attachment: CPA ordinance (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

SECTION 3. REVISIONS AND ADDITIONS TO THE FUTURE LAND USE MAP (FLUM)

CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC

Re-designation from Medium Density Residential District (MDR) to Residential Mixed Use District (RMU), modifying the Future Land Use Map as presented in CPA/AA/PUD-21-12 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 ordinance (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

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:

BY: _____
SCOTT CARNAHAN, CHAIRMAN

_____
ANGELA VICK, CLERK OF COURT

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: CPA ordinance (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

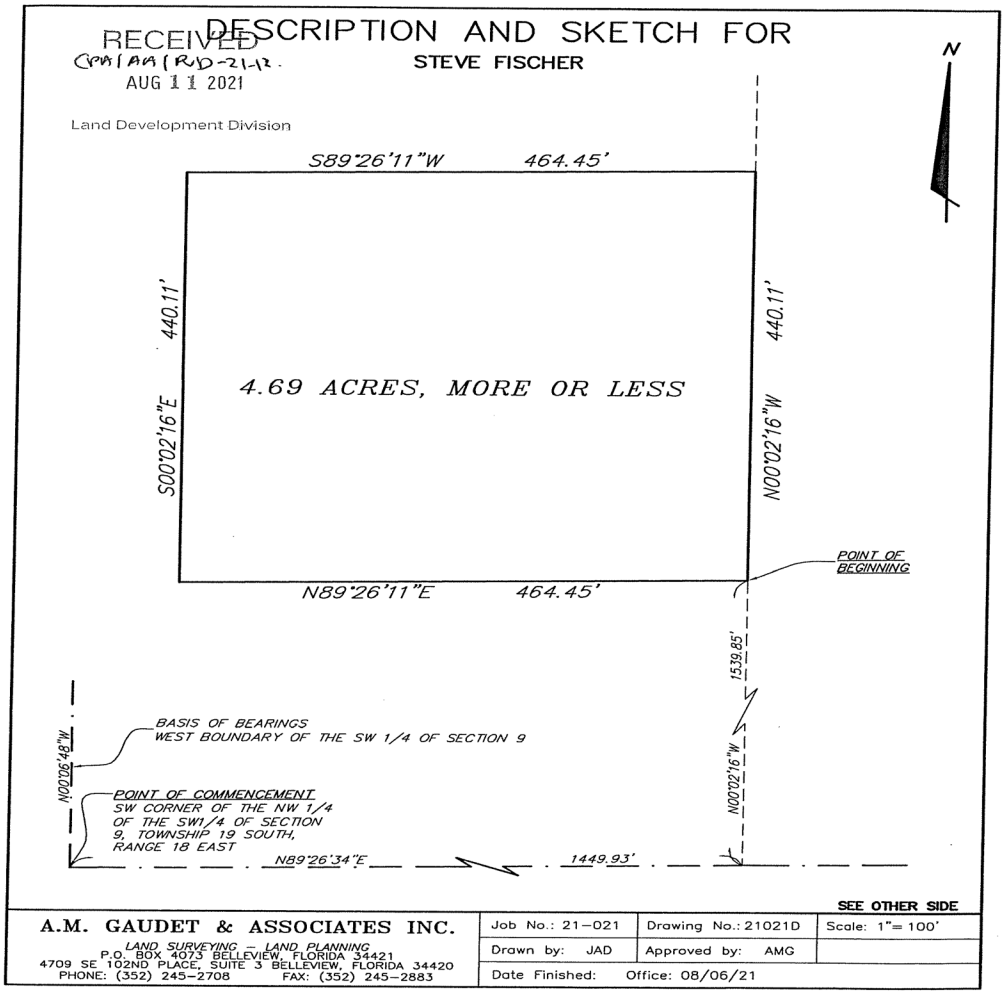
EXHIBIT A
CPA/AA/PUD-21-12
LEGAL DESCRIPTION

FROM MDR TO RMU:

DESCRIPTION

COMMENCE AT THE SW CORNER OF THE NW 1/4 OF THE SW 1/4 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA; THENCE N89°26'34"E, 1449.93 FEET; THENCE N00°02'16"W, 1539.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°02'16"W, 440.11 FEET; THENCE S89°26'11"W, 464.45 FEET; THENCE S00°02'16"E, 440.11 FEET; THENCE N89°26'11"E, 464.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.69 ACRES, MORE OR LESS.



Attachment: CPA ordinance (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

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 4.7 ACRES FROM THE MEDIUM DENSITY RESIDENTIAL DISTRICT WITH MOBILE HOMES ALLOWED TO THE PLANNED RESIDENTIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT (AND TO AMEND THE EXISTING CRYSTAL GLEN PLANNED UNIT DEVELOPMENT ON A TOTAL OF APPROXIMATELY 170 ACRES) BY REVISING VARIOUS STANDARDS INCLUDING THE OVERALL NUMBER OF UNITS, LOT SIZES AND IMPERVIOUS SURFACE RATIO; 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-21-12 – Steven Fischer for Crystal Glen Properties, LLC

   Re-designation of approximately 4.7 acres from the Medium Density Residential District with mobile homes allowed (MDRMH) to the Planned Residential Development District (PDR) with a Planned Unit Development (PUD), and to amend the existing Crystal Glen Planned Unit Development on a total of approximately 170 acres, modifying the Land Use Atlas Map as presented in CPA/AA/PUD-21-12 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 ordinance (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

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 ordinance (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

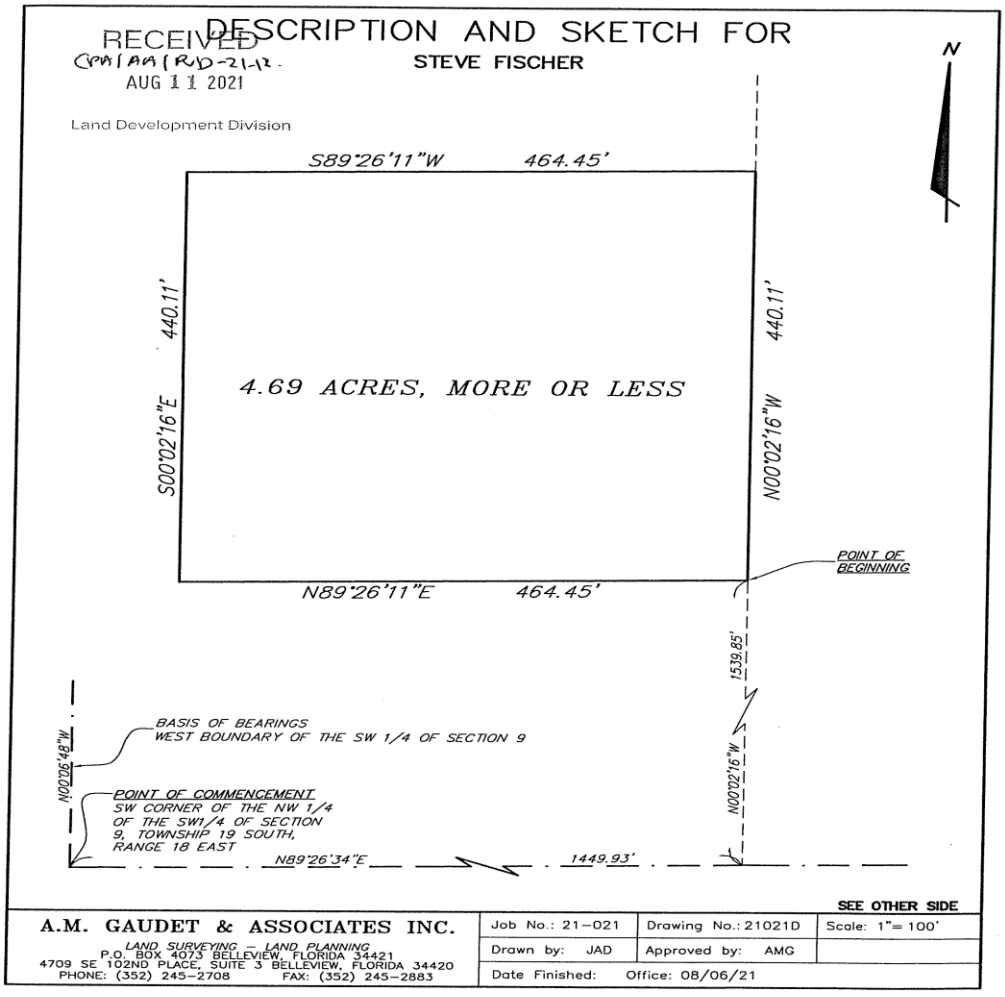
EXHIBIT A
CPA/AA/PUD-21-12
LEGAL DESCRIPTION

From MDRMH to PDR:

DESCRIPTION

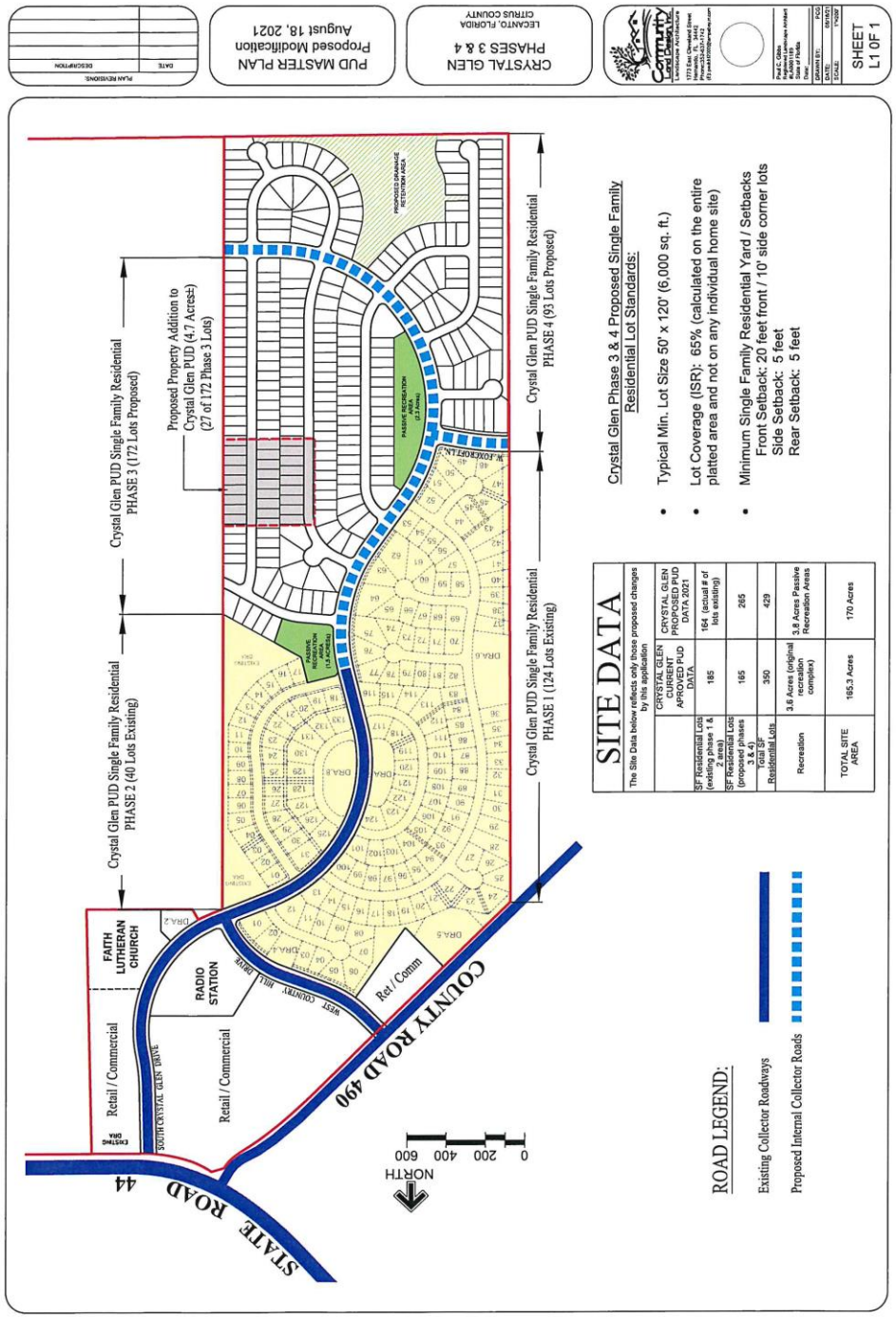
COMMENCE AT THE SW CORNER OF THE NW 1/4 OF THE SW 1/4 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA; THENCE N89°26'34"E, 1449.93 FEET; THENCE N00°02'16"W, 1539.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°02'16"W, 440.11 FEET; THENCE S89°26'11"W, 464.45 FEET; THENCE S00°02'16"E, 440.11 FEET; THENCE N89°26'11"E, 464.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.69 ACRES, MORE OR LESS.



Attachment: AA ordinance (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

EXHIBIT B
CPA/AA/PUD-21-12
MASTER SITE PLAN



Attachment: AA ordinance (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

EXHIBIT C
CPA/AA/PUD-21-12
CONDITIONS OF APPROVAL

1. The development approval is limited to 429 dwelling units, two passive recreation sites, and 223,500 square feet of commercial space.

2. Access to adjacent unplatted lands shall be provided to the west and east of the project, at least one of which will be the proposed collector road.

3. A developer's agreement or similar mechanism with Citrus County Utilities will take place as part of the platting process for Phases 3 and 4.

4. The minimum dimensional requirements for Phase 1 and 2 of this development shall be as follows:

	Single Family Residential	Retail/ Commercial
Minimum Lot Area	7200 Sq. Ft.	N/A
Minimum Lot Width	60 Feet	N/A
Maximum Lot Coverage (including Accessory Structures)	50%	80%
A. Other Permitted Uses	---	---
Maximum Building Height	2 stories Not to Exceed 30 Feet	42 feet
Minimum Yard Requirements:		
A. Front	25 Feet	25 Feet
B. Sides	5 Feet	10 Feet
C. Rear	10 Feet	10 Feet
Other Permitted Uses		
1. Front	25 Feet	25 Feet
2. Sides	25 Feet	10 Feet
3. Rear	25 Feet	20 Feet

5. The minimum dimensional requirements for the residential areas of Phases 3 and 4 of this development shall be as follows:

	Single Family Residential
Minimum Lot Area	6000 Sq. Ft.
Minimum Lot Width	50 Feet
Maximum Lot Coverage* (including Accessory Structures)	65%

Attachment: AA ordinance (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

- Computed cumulatively on the overall platted area, and not on an individual lot basis.

Maximum Building Height	2 stories Not to Exceed 30 Feet
Minimum Yard Requirements:	
A. Front	20 Feet
B. Sides	5 Feet
C. Rear	5 Feet
Other Permitted Uses	
A. Front	25 Feet
B. Sides	25 Feet
C. Rear	25 Feet

6. Open space shall be increased to 5% of the total residential area to be developed.

7. No direct access shall be permitted for the proposed commercial developments onto C-490 or SR-44.

8. At time of development, the applicant will need to provide trip generation rates for the proposed development to determine the need for acceleration, deceleration, and storage lanes in accordance with Section 7190, Auxiliary Lanes, of the LDC.

9. A sidewalk, constructed according to LDC standards, shall be located along one (1) side of the main collector road and neighborhood streets.

10. No residential lots shall have direct access to the collector road, S. Crystal Glen Drive.

11. As shown on the plan dated September 10, 2021, a temporary stabilized construction entrance for heavy subdivision construction traffic will be provided from W. Laurel Street and CR-491 rather than from S. Crystal Glen Drive.

12. No lots less than 60’ in width will be placed adjacent to, or directly across a roadway from, existing Phases 1 and 2 of Crystal Glen.

Attachment: AA ordinance (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

Avis Marie Craig, AICP – MBA
Planning Consultant
P. O. Box 568
Lecanto, FL 34461

August 19, 2021

Joanna Coutu, AICP Director
Citrus County Land Development Division
Department of Growth Management
3600 W. Sovereign Path
Lecanto, FL 34461

RE: Additional supplements to file for pending application CPA/AA/PUD 21-12

Dear Ms. Coutu,

I have been engaged by the owner of the above referenced application and requested to prepare and submit additional documentation to support this PUD amendment. Based on the scheduled PDC hearing date, the applicant Mr. Fischer cannot be present and I and others will be presenting on his behalf. Therefore, enclosed please find the following:

1. 2 Letters of Authorization for myself & Mr. Gibbs of Community Land Design, and Mr Stillwell, Atty.
2. An updated August 18,2021 Master Plan for the PUD amendment
3. A planning report which addresses the requirements of Sect of 4300 of the LDC, but focusing on the minor nature of the request.

Thank you for your assistance to date, and we would expressly ask to be kept informed of all public comments received.

Sincerely,

Avis Marie Craig

Avis Marie Craig, AICP

RECEIVED
AUG 23 2021
CPA/AA/PUD-21-12
Land Development Division

Telephone : 352.634.2116

email: amarie02@gmail.com

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

CRYSTAL GLEN – CPA/AA/PUD 21-12 AMENDMENT

ADDITIONAL ELEMENTS TO BE MADE A PART OF THE APPLICATION

PREPARED FOR: CRYSTAL GLEN PROPERTIES, LLC

BY:

Avis Marie Craig, AICP

Planning Consultant

P.O. Box 568

Lecanto, FL 34461

AUGUST 19, 2021

RECEIVED
AUG 23 2021
CPA/AA/PUD-21-12
Land Development Divi

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

Introduction

The application CPA/AA/PUD 21-12 pending consideration with Citrus County is to make reasonable modifications to a PUD plan that was originally approved over 30 years ago in 1987. The application specifically addresses the residential portion of the PUD, and focuses on Phases 3 & 4. Two phases were built back in the late 1980/early 90s, and two phases have sat dormant. Market conditions have changed significantly since the original approval.

The current owner of phases 3 & 4 has patiently waited and come through the housing recession of 2008, and only now feels the time is right to complete the construction with the current strength of the housing market. The developer is working with stable national builders with whom he is now working elsewhere in Citrus County and nearby Marion County. The owner is right now developing another project The Fairways at Twisted Oaks Golf Course off Forest Ridge Blvd, and other projects in Marion County with the same builders. These builders are Adams Construction who has built homes already in Phases 1 and 2 of Crystal Glen, and D.R. Horton. The team brings experience and success to the table.

The general area of Lecanto is seeing more and more growth and change, and with the imminent opening of Suncoast Parkway, more change can be anticipated. The primary Crystal Glen entrance is serviced by SR 44, a 4-laned facility with the capacity to handle the nominal increase in residential units proposed. Traffic associated with the increase in residential from this PUD is projected to be less than 800 ADT.

The owner/developer also owns adjoining lands which will eventually allow future connections not only to the SR 44 and CR 490, but to CR 491 (also a 4-lane

facility designed with the capacity to handle additional traffic impacts). The site is proximate to the substantially upgraded 44/491 intersection. PUDs are designed to provide flexibility and creativity to address such changing circumstances. The next section addresses the requested changes.

General Planning Considerations & Development Standards

This Crystal Glen PUD is currently served by central water and sewer from Citrus County, and the county has indicated in writing the willingness and ability to provide water and sewer to serve the amended PUD project.

With the changes proposed, care and consideration has been taken to provide for compatibility and consistency with the historically platted Crystal Glen. The gross density of the original project was 2.1 du/ac. The new PUD plan (dated 8/18/21- see attachment A) has a gross density of 2.5 du/ac., a nominal increase from the current approved plan of 2.1 du/ac. When you consider the residential component of the PUD project, the new 2021 PUD plan has a maximum gross density of 3.3 du/ac compared to the historical 1987 plan of 2.8 du/ac. As a predominant MDR designated area within the Planned Service Area (PSA) of Citrus County residential development is permitted up to 4 du/ac by right, and up to 8 du/ac by PUD. The proposed changes are less than one-half of what the Comprehensive Plan (policy 17.3.1) and LDC allows for PUDs and below the permitted use density.

The table below provides a comparison of the old to the new plan focusing on residential component which is all that is changing of the original PUD.

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

PROJECT COMPARISON - EXISTING &PROPOSED

	EXISTING PUD Z-87-32	PROPOSED PUD	CHG
PH 1&2	185	164	-21
PH 3&4	165	238	+73
True Comp	350	402	+52
5 ac + (Ph3)	n/a	27	+27
TOTALS	350	429	+79

Additionally, the passive recreational component of the project is increasing from the historical 3.5 acre recreational complex which had fallen into disrepair and was deleted from the PUD in an earlier action. The 2021 plan provides a total of 3.8 acres, of which 1.5 acres has already been transferred to the Crystal Glen Property Owners Association back in 2013. An additional 2.3 acres are shown on the new 2021 plan which provides buffering and open space to the project to both the existing platted areas but the new.

The primary purpose of the application is to address current market demands and preferences. Therefore, the reduction in lot size and setbacks is proposed. Buyer's preferences today are for less lot area maintenance, as reflected in the sales of other nearby high demand projects in the central ridge region of Citrus County. A lack of such flexibility may have contributed to the slow growth in the existing Crystal Glen community.

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

Consistency with the Policies of the Citrus County Comp Plan

The requested changes outlined in this application demonstrates and maintains consistency with the adopted Citrus County Comprehensive Plan, Future Land Use Element Policies, specifically:

1. Objective 17.2 - This site is located within the PSA where development shall be encouraged. Since it is served by central county water and sewer, which has the capacity to serve the proposed project, the amendment maintains consistency with this objective and policies 17.2.5, 17.2.7, 17.2.8.
2. Objective 17.3- Specifically Policy 17.3.1 outlines densities appropriate as described in the prior section where surrounding lands are designated MDR which permit higher densities than that requested by either the original or amendment now under consideration. By PD such areas are allowed up to 8 du/ac. This project is less than ½ of that. The amendment meets consistency standards as outlined in Policies 17.3.4 and 17.3.5 with the use of the PUD process.
3. Objective 17.5 and associated Policies 17.5.1-17.5.6(with emphasis on this last policy which has been met by the amendment.)
4. Objective 17.15 – Community character considerations. This amendment and the earlier PUD demonstrate consistency with Policy 17.15.9, by having addressed the outlined provisions as part of the PUD process.
5. Policy 17.15.12 specifically speaks to provision of sidewalks and cites that on local streets serving less than 40 residential units(no portion of this project has a street serving anywhere close to 40 homes) and are therefore eligible to construct sidewalks on one side of the roadway. The PUD amendment specifically includes a request that sidewalks be permitted on a single side of

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

the neighborhood streets and the PUD approval conditions already provides for the same along the internal collector.

Request for Specific PUD Project Development Standards

The following specific changes are proposed to better address modern S.F. neighborhood standards as requested:

2021 Crystal Glen Phase 3 & 4 Development Standards:

Min. Lot Size - 6000 s.f. (50' X 120')

Lot Coverage (ISR)* - 65%

Min. Setbacks (measured from R/W):

Front ** - 20 Ft
Side - 5 ft.
Rear - 5 ft.

*computed cumulatively on the overall platted area, and not on an individual lot basis.

** Except on corner lots, where the side front yard of 10' shall be permitted

A **revised August 18 2021 PUD Master Plan** has been provided to Citrus Co. consistent with these requests. This updated plan better illustrates the interface with the existing platted Crystal Glen, and now shows the lotting consistency, and the fact that the lots immediately across from existing platted Crystal Glen lots, are of a compatible character. The majority of the smallest profile lots are not adjoining existing Crystal Glen, and are located to the interior and fall to the east of the primary onsite collector road which continues to exit the site along the east project boundary at the SE sector of the property as originally planned. One small

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

section along west boundary in the SW corner of the project actually adjoins a major transmission line of Duke Power and is not proximate to existing Crystal Glen.

Another specific request is that sidewalks be provided on one side only of the project's residential streets of Ph 3 & 4, creating internal consistency with the project's primary collector roadway (S. Crystal Glen Drive) as noted in the conditions of approval.

Changes to existing conditions of approval - Crystal Glen PUD (Z-87-32)

Specific changes are also needed to address the current 11 conditions of approval for the PUD (3 are proposed to be eliminated as not necessary as having been satisfied in earlier phases of Crystal Glen, and given other conditions or changes since the time of the original 1987 approval as well as code changes since that time as well) see below:

1. The development approval is limited to ~~350~~ 429 dwelling units, ~~a recreational complex,~~ two passive recreation sites, and 223,500 square feet of commercial space.
2. The applicant will provide continuation of the collector road to the east with collector access to the ~~south~~ and west being shown on the final plat. (note the west connection is to CR 490 now known as platted W Country Hill Dr)
3. A developer's agreement with Citrus County Utilities is place for PH 1 & 2, and future phases such agreements will take place as part of the platting process. (replaces old condition)
4. The minimum dimensional requirements for this development shall be as follows:

	S.F. Residential	Retail/Commercial
Min Lot Area	~~7200~~ 6,000 sq. ft.	N/A

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

Min Lot Width	~~60~~	50 Feet	N/A
Max Lot Coverage*	~~50~~	65 %	80%
(includes accessory structures)			
A. Other Permitted Uses		--	--

* computed cumulatively on the overall platted area, and not on an individual lot basis.

Max Bldg Height	2 stories	30 Feet	42 Feet
Min Yard Requirements			
A. Front	~~25~~	20 Feet**	25 Feet
B. Sides		5 Feet	10 Feet
C. Rear	~~10~~	5 Feet	10 Feet

**for residential neighborhoods on corner lots, a side front yard of 10' shall be permitted

Other Permitted Uses:

A. Front	25 Feet	25 Feet
B. Sides	25 Feet	10 Feet
C. Rear	25 Feet	10 Feet

~~No Functional setbacks shall apply under the terms of Section 2202, except for frontages along SR 44 and CR 490~~ (no longer a part of the current LDC)

5. ~~A statement shall be placed on the plat that the average lots sizes will be no less than 9,600 square feet but no lot shall be less than 7,400 square feet. In each phase the average lot size will be no smaller than 9,600 square feet.~~
6. ~~The applicant shall prepare a detailed traffic study of SR 44 one quarter mile west of CR 490 to CR 491/SR 44 intersection prior to submission of the preliminary plat. The Developer shall also prepare an improvement plan and construct nd redesign of the intersection of cR 490 and sR 44 prior to the request of the first building permit for any commercial establishment on the site.~~ (Note this is no longer applicable as it was before the 4-laning of SR 44, and what was required at the 44/490 intersection was completed back in the 1980s.)
7. No direct access shall be permitted for the proposed commercial developments onto CR 490 or SR 44.

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

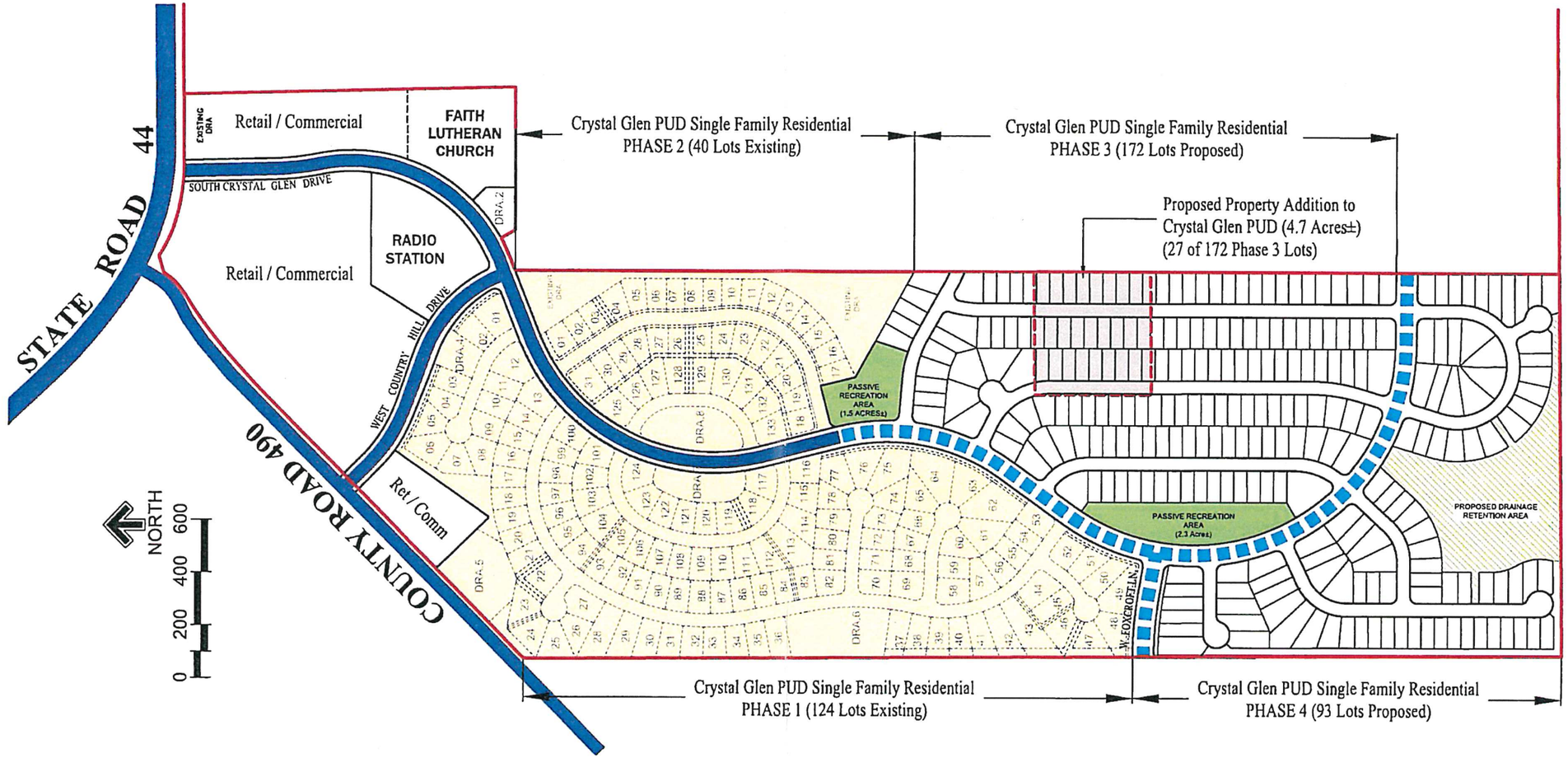
~~8. Acceleration and deceleration lanes shall be provided by the developer, as well as left turn lanes and a traffic signal if warranted by either the Florida Department of Transportation or the Department of Technical Services.~~ (All that was required was accomplished at time of platting of Crystal Glen)

9. The passive recreational ~~complex~~ sites shall remain private for the use of the residents of this community and their guests.

10. A sidewalk constructed according to the ~~Public Works Manual~~ LDC standards, shall be located along one (1) side of the main collector road, and neighborhood streets.

11. No residential units shall have direct access to the collector road.

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)



ROAD LEGEND:

Existing Collector Roadways

Proposed Internal Collector Roads

SITE DATA

The Site Data below reflects only those proposed changes by this application

	CRYSTAL GLEN CURRENT APROVED PUD DATA	CRYSTAL GLEN PROPOSED PUD DATA 2021
SF Residential Lots (existing phase 1 & 2 area)	185	164 (actual # of lots existing)
SF Residential Lots (proposed phases 3 & 4)	165	265
Total SF Residential Lots	350	429
Recreation	3.6 Acres (original recreation complex)	3.8 Acres Passive Recreation Areas
TOTAL SITE AREA	165.3 Acres	170 Acres

Crystal Glen Phase 3 & 4 Proposed Single Family Residential Lot Standards:

- Typical Min. Lot Size 50' x 120' (6,000 sq. ft.)
- Lot Coverage (ISR): 65% (calculated on the entire platted area and not on any individual home site)
- Minimum Single Family Residential Yard / Setbacks
  Front Setback: 20 feet front / 10' side corner lots
  Side Setback: 5 feet
  Rear Setback: 5 feet

PLAN REVISIONS:

DATE	DESCRIPTION

PUD MASTER PLAN
Proposed Modification
August 18, 2021

CRYSTAL GLEN
PHASES 3 & 4
LECANTO, FLORIDA
CITRUS COUNTY

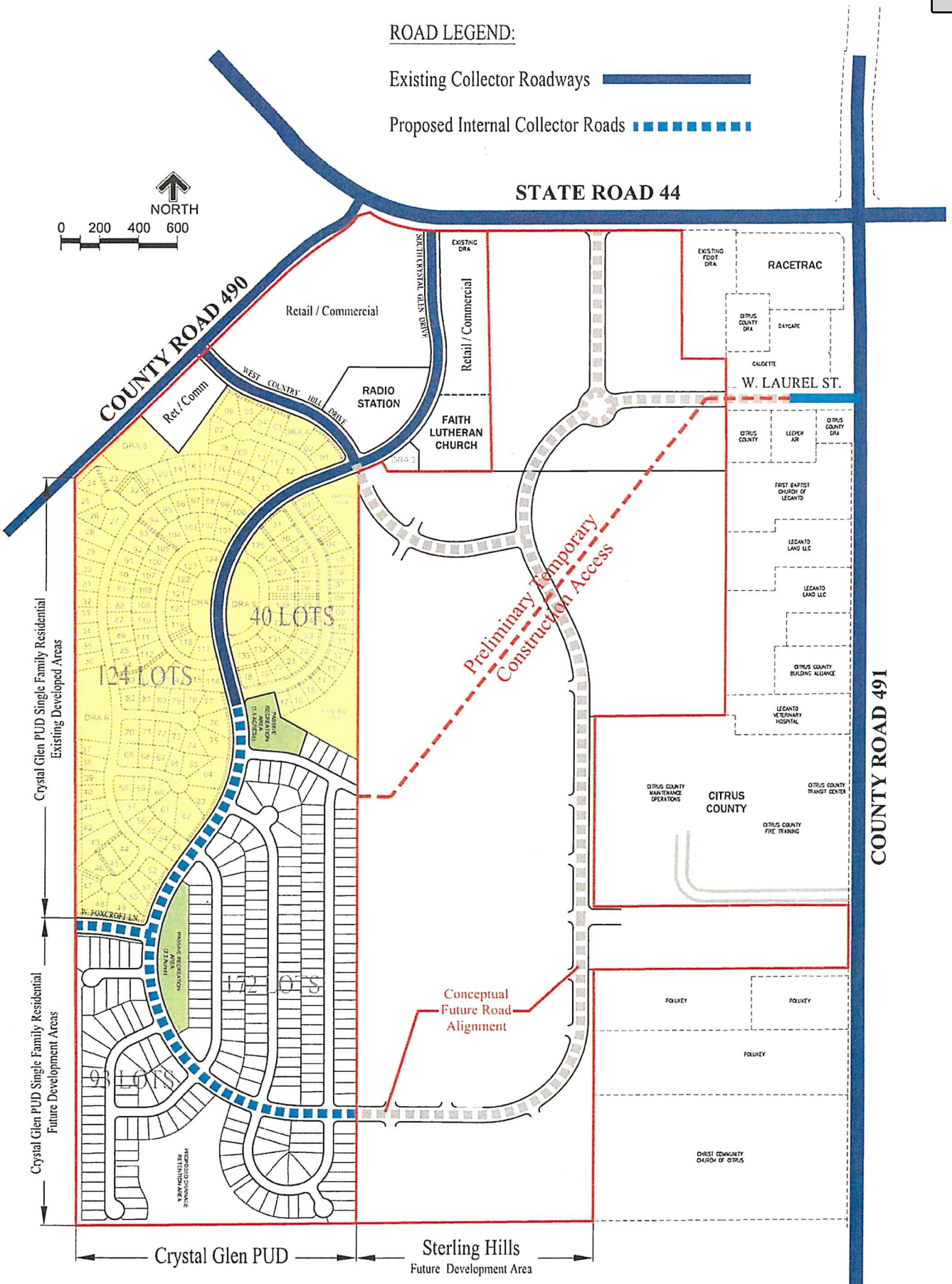
Community Land Design, Inc.
Landscape Architecture
1773 East Cleveland Street
Hernando, FL 34442
Phone:352-637-1742
(E:\pauld\PGG\Tampa\ey.rr.com)

Paul C. Gibbs
Registered Landscape Architect
#LA0001189
State of Florida
Date:

DRAWN BY:	PCG
DATE:	08/18/21
SCALE:	1"=200'

SHEET
L1 0F 1

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)



CRYSTAL GLEN / STERLING HILLS

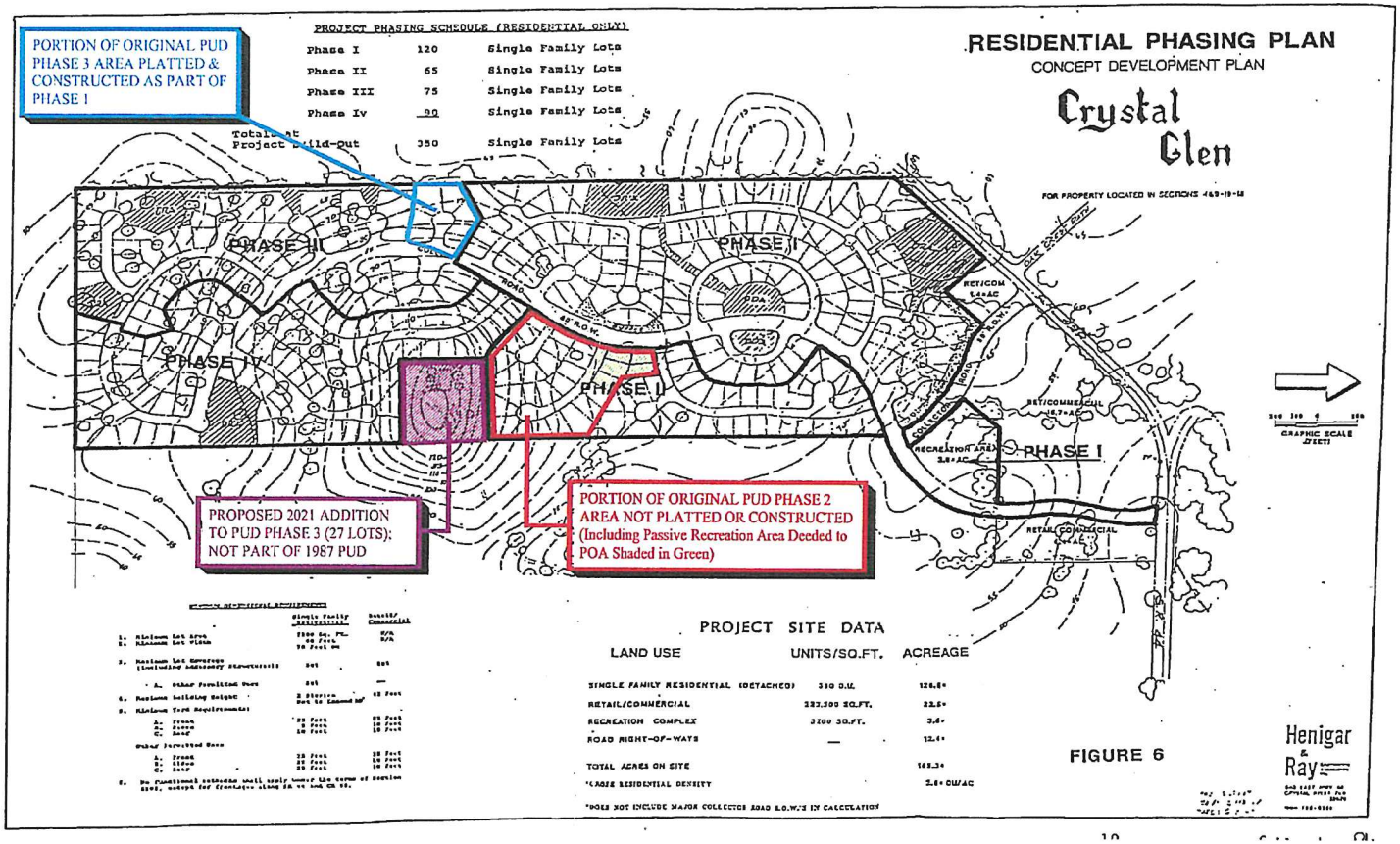
Future Conceptual Road Circulation Plan and Temporary Construction Access

September 10, 2021

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

RECEIVED
OCT 07 2021
CPA/AA/PUD-21-12
Land Development Division

1987 APPROVED PUD PLAN



5

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Land Development Division

C. G. PUD COMPARISON-ORIG &PROPOSED

	EXISTING PUD		PROPOSED PUD	
	Appr. Z-87-32	Act Permitted	2021	Chg.
PH 1&2	185	164	164	-21
PH 3&4	165	186(future)	238	+52
True Comp	350	350	402	+52
5 ac + (Ph3)	n/a	-	27	+27
TOTALS	350		429	+79

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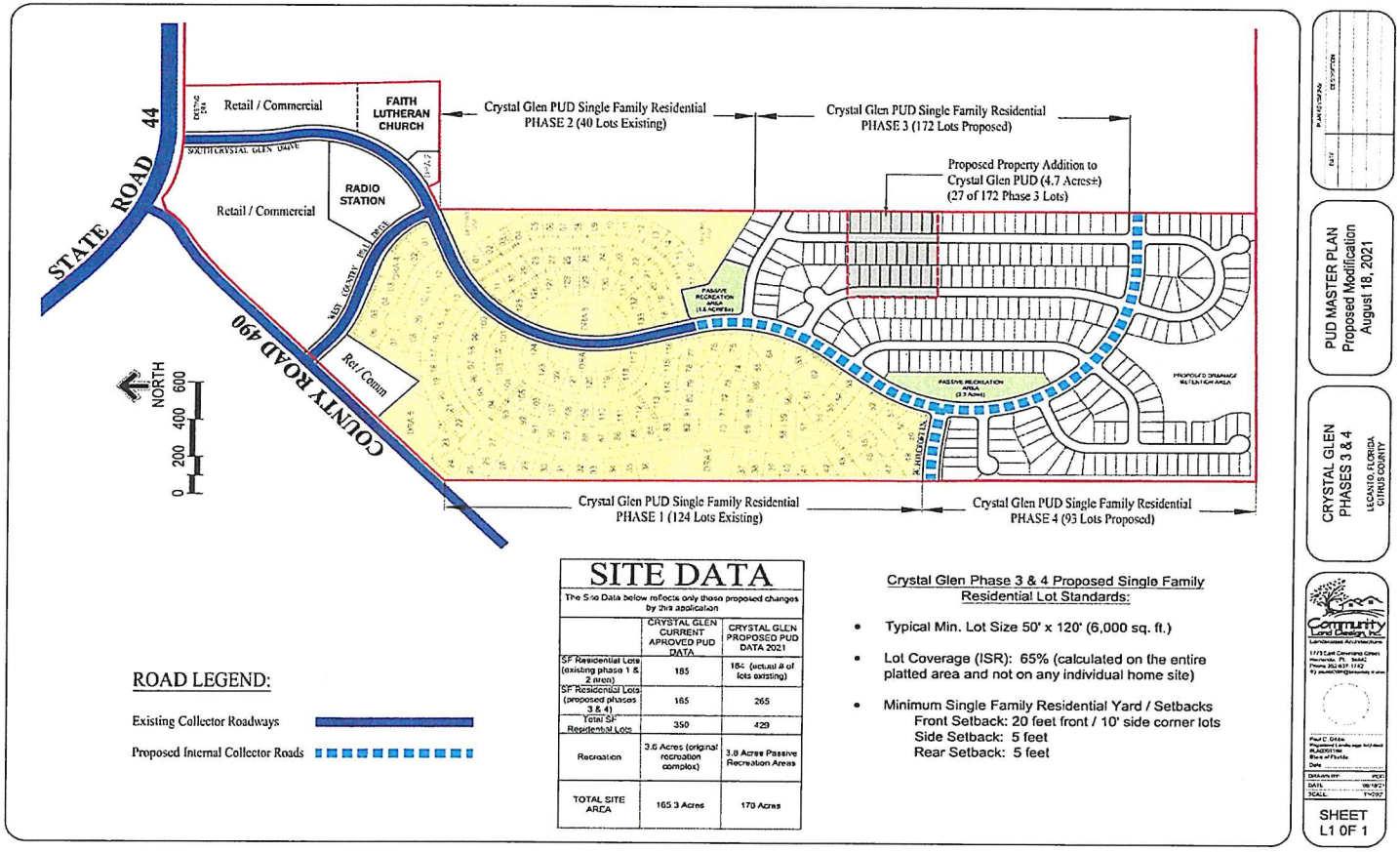
PROPOSED 2021 PUD PLAN



ROAD LEGEND:

Existing Collector Roadways

Proposed Internal Collector Roads

SITE DATA

The Site Data below reflects only those proposed changes by this application

	CRYSTAL GLEN CURRENT APROVED PUD DATA	CRYSTAL GLEN PROPOSED PUD DATA 2021
SF Residential Lots (existing phase 1 & 2 area)	185	184 (actual # of lots existing)
SF Residential Lots (proposed phases 3 & 4)	165	265
Total SF Residential Lots	350	429
Recreation	3.6 Acres (original recreation complex)	3.8 Acres Passive Recreation Areas
TOTAL SITE AREA	165.3 Acres	170 Acres

Crystal Glen Phase 3 & 4 Proposed Single Family Residential Lot Standards:

- Typical Min. Lot Size 50' x 120' (6,000 sq. ft.)
- Lot Coverage (ISR): 65% (calculated on the entire platted area and not on any individual home site)
- Minimum Single Family Residential Yard / Setbacks
  Front Setback: 20 feet front / 10' side corner lots
  Side Setback: 5 feet
  Rear Setback: 5 feet

PUD MASTER PLAN
Proposed Modification
August 18, 2021

CRYSTAL GLEN
PHASES 3 & 4
LECANTO, FLORIDA
CITRUS COUNTY

Community Land Design, Inc.

SHEET
L1 OF 1

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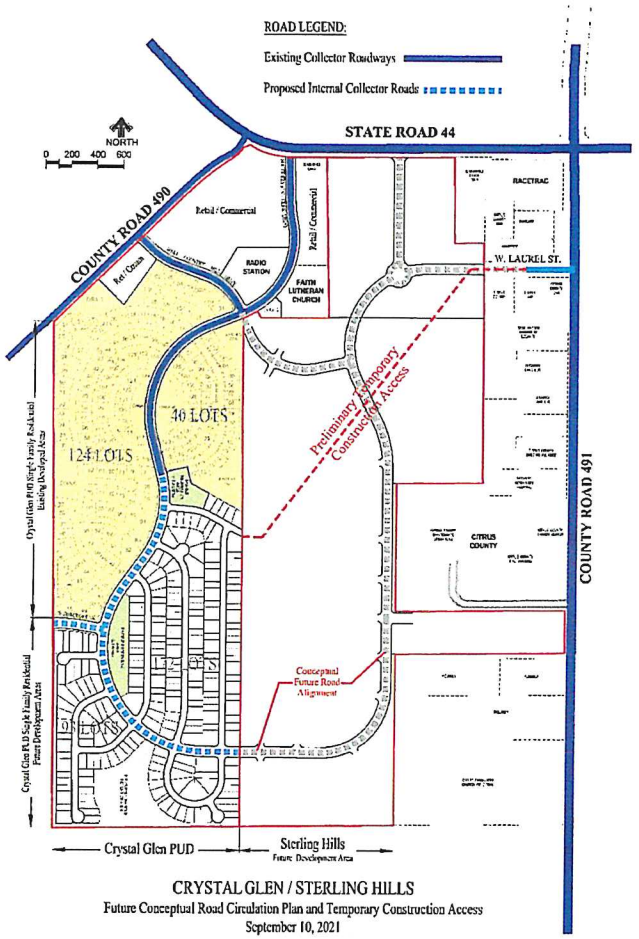
Crystal Glen – Future Connections & Temp Constr. Entrance



CRYSTAL GLEN / STERLING HILLS
Future Conceptual Road Circulation Plan and Temporary Construction Access
September 10, 2021

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen

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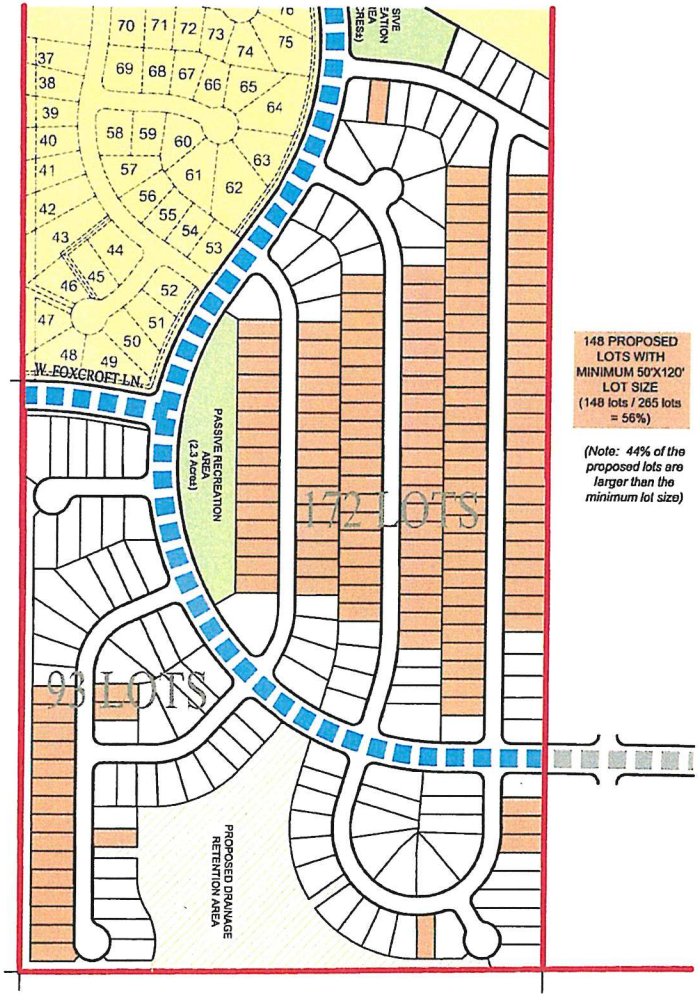
Smaller Lots Relationship to Existing Crystal Glen

Ph 3 & 4 Location of Smaller lots →



15

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DESCRIPTION AND SKETCH FOR

STEVE FISCHER

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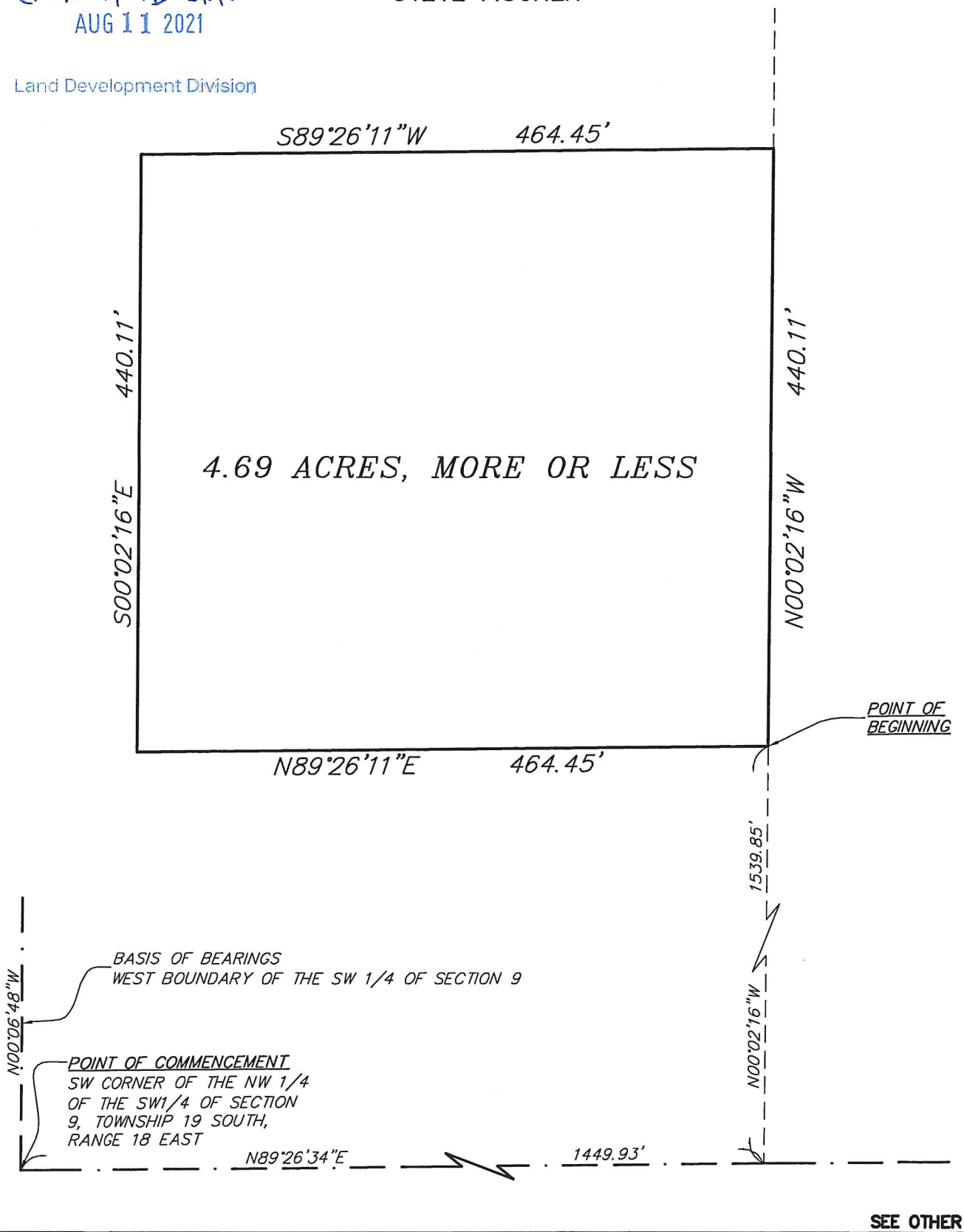
AUG 11 2021
Land Development Division



SEE OTHER SIDE

A.M. GAUDET & ASSOCIATES INC.
LAND SURVEYING – LAND PLANNING
P.O. BOX 4073 BELLEVIEW, FLORIDA 34421
4709 SE 102ND PLACE, SUITE 3 BELLEVIEW, FLORIDA 34420
PHONE: (352) 245-2708 FAX: (352) 245-2883

Job No.: 21-021	Drawing No.: 21021D	Scale: 1"= 100'
Drawn by: JAD	Approved by: AMG	
Date Finished:	Office: 08/06/21	

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

LEGEND:

- ■ = FOUND 4"x 4" CONCRETE MONUMENT
- ● = FOUND 5/8" IRON ROD
- ⊙ = FOUND NAIL WITH DISK
- O = SET 1/2" IRON ROD WITH CAP MARKED A.M. GAUDET LS 5316
- ⊡ = SET 4"x 4" CONCRETE MONUMENT MARKED PCP 5316
- ☼ = LIGHT POLE
- = POWER POLE
- T = TELEPHONE PEDESTAL
- E = ELECTRIC BOX
- W = WATER METER
- ⋈ = WATER VALVE
- —OHE— = OVERHEAD POWER LINE
- = FIRE HYDRANT
- ⊡ :CONC. = CONCRETE
- x 00.00 = SPOT ELEVATION
- ⊕ =TEST HOLE LOCATION (WHEN APPROPRIATE)

- Ⓦ = WELL
- ℄ = CENTER LINE
- —o—;—x— = FENCE LINE
- —∿— = LINE NOT DRAWN TO SCALE
- A/C = AIR CONDITIONER
- C/B = CONCRETE BLOCK
- FCM = FOUND CONCRETE MONUMENT
- CLF = CHAIN LINK FENCE
- S/W = SIDEWALK
- R/W = RIGHT-OF-WAY
- FIRC = FOUND IRON ROD/PIN AND CAP
- N/T = NAIL AND TAB
- RLS = REGISTERED LAND SURVEYOR
- PLS = PROFESSIONAL LAND SURVEYOR
- LS = LAND SURVEYOR
- LB = LICENSED BUSINESS
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- PB = PLAT BOOK
- PG = PAGE
- OR = OFFICIAL RECORDS
- RCP = REINFORCED CONCRETE PIPE
- CMP = CORRUGATED METAL PIPE
- RCP = REINFORCED CONCRETE PIPE

- (P) = PLAT DIMENSION
- (D) = DESCRIBED OR DEED DIMENSION
- (R) = RADIAL DIMENSION
- (F) = FIELD MEASUREMENT
- (C) = CALCULATED DIMENSION
- (CP) = CALCULATED PLAT DIMENSION
- R = RADIUS
- L = ARC LENGTH
- T = TANGENT LENGTH
- D = DELTA; CENTRAL ANGLE
- CH = CHORD LENGTH
- CB = CHORD BEARING
- PCP = PERMANENT CONTROL POINT
- PRM = PERMANENT REFERENCE MONUMENT
- PT = POINT OF TANGENT
- PC = POINT OF CURVATURE
- PI = POINT OF INTERSECTION
- PRC = POINT OF REVERSE CURVATURE
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- TBM = TEMPORARY BENCH MARK
- SQ FT = SQUARE FEET
- MEC = MOORHEAD ENGINEERING COMPANY

NOTES

1. *THIS IS NOT A SURVEY. THIS DESCRIPTION AND SKETCH ARE BASED ON A SURVEY BY CLARK SURVEYING, INC. FOR STERLING HILLS PROPERTIES, LLC DATED 03/21/05, AS PROVIDED BY CLIENT.*

2. *BEARINGS BASED AN ASSUMED MERIDIAN; SPECIFICALLY THE WEST BOUNDARY OF THE SW 1/4 OF SECTION 9 AS SHOWN HEREON BEING N00°06'48"W.*

DESCRIPTION

COMMENCE AT THE SW CORNER OF THE NW 1/4 OF THE SW 1/4 OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA; THENCE N89°26'34"E, 1449.93 FEET; THENCE N00°02'16"W, 1539.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°02'16"W, 440.11 FEET; THENCE S89°26'11"W, 464.45 FEET; THENCE S00°02'16"E, 440.11 FEET; THENCE N89°26'11"E, 464.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.69 ACRES, MORE OR LESS.

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

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-21-12 Date: 7/26/21

* Written Authorization is required if Applicant is different than Owner.

Applicant*
Name: Steven Fischer
Address: 2500 Weston Rd Ste 311
City: Weston
State: FL Zip: 33331
Home No.: 954 336 1124 Cell No.:
Work No.: 954 385 3332 Fax No.: 954 385 6468
Email: Steve@SadoffandFischerCPA.Com

Property Owner
Name: Crystal Glen Properties LLC
Address: 2500 Weston Rd Ste 311
City: Weston
State: FL Zip: 33331
Home No.: Cell No.: 954 336 1124
Work No.: 954 385 3332 Fax No.: 954 385 6468
Email: Steve@SadoffandFischerCPA.Com

Property Description: Section: Township: South Range: East
Legal Description:
Subdivision: Crystal Glen Lot(s): Block/Parcel:
Alternate Key #: 3423956 Parcel ID: 3502748
Acreage: 63.5 18E 19S 09 34000

_____ New Planned Unit Development (PUD)
✓ Amendment to Previously Approved PUD/PD Previous Application No.:
Land Development Code Atlas Designation From: MDR MH To: PDR
Generalized Future Land Use Map Designation From: MDR To: RMU

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):
SR 44 between CR 490 & CR 491

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~~ Broward

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Steven Fischer, who is personally known to me or provided _____ as identification and who did not take an oath. WITNESS my hand and official seal this 26 day of July 2021

Daniel Martin
Printed Name
Notary Public, State of Florida

Seal

Daniel Alejandro Martin
Comm.#GG961459
Expires: Feb. 28, 2024
Bonded Thru Aaron Notary

Date: _____
Time: _____
Initials: _____

For Staff Use Only
ATF: _____
QTR: _____
LUD: _____

GFLUM Des: _____
FZ: _____

RECEIVED
JUL 26 2021
CPA/AA/PUD-21-12
Land Development Division

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

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: _____

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: Bernadine Email

   Potable Water: _____

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Land Developmen

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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

Drainage: _____

Solid Waste: _____

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: Reduce Min Lot Size to 6000 SF 50 W x 120 deep

Policy: _____

Policy: _____

Objective: _____

Policy: _____

Policy: _____

11. Any additional information that may apply to this application. _____

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CPA/AA/PUD-21-12
Land Develo

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

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 XX Other (specify): PUD Application

LEGAL DESCRIPTION OF PROPERTY:

Section 9 Township 19S Range 18E Alternate Key # 3502748 & 5 ac of 3423931

Lot/Parcel 18E19S09 34000 & 5 ac part of 18E19S09 14300 Block --

Subdivision metes n bounds acreage

I, Steven Fischer, Crystal Glen Prop LLC owner of the above described property,
(Name of Owner) & Sterling Hills, LLC

authorize Avis Craig & Paul Gibbs of Planning Consult/ Community Land Design
(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~~ Brevard

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

WITNESS my hand and official seal this 18 day of August, 2021.

Daniel Martin
Printed Name

_____
Notary Public - State of Florida

Seal

Daniel Alejandro Martin
Comm.#GG961459
Expires: Feb. 28, 2024
Bonded Thru Aaron Notary

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AUG 23 2021
CPA/AA/PUD-21-12
Land Development Division

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

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): _____

LEGAL DESCRIPTION OF PROPERTY:

Section_____ Township _____ Range_____ Alternate Key # 3423956

Lot/Parcel_____ Block_____

Subdivision Crystal Glen

I, Crystal Glen Properties LLC, owner of the above described property,
(Name of Owner)

authorize Steven Fischer of Crystal Glen Property LLC 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~~ Broward

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

WITNESS my hand and official seal this 24 day of June, 2021

Daniel Martin
Printed Name

_____
Notary Public - State of Florida

Seal

Daniel Alejandro Martin
Comm.#GG961459
Expires: Feb. 28, 2024
Bonded Thru Aaron Notary

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JUN 29 2021
PUD-21-09
Land Development Division

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

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 XX Other (specify): PUD Application

LEGAL DESCRIPTION OF PROPERTY:

Section 9 Township 19S Range 18E Alternate Key # 3502748 & 5 ac of 3423931

Lot/Parcel 18E19S09 34000 & ~~5 ac part of 18E19S09 14300~~ Block --

Subdivision metes n bounds acreage

I, Steven Fischer, Crystal Glen Prop LLC owner of the above described property,
(Name of Owner) & Sterling Hills, LLC

authorize Clark A. Stillwell of Clark A. Stillwell, Law Office
(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~~ Brevard

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

WITNESS my hand and official seal this 18 day of August, 2021.

Daniel Martin
Printed Name

_____
Notary Public - State of Florida

Seal

Daniel Alejandro Martin
Comm.#GG961459
Expires: Feb. 28, 2024
Bonded Thru Aaron Notary

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AUG 23 2021
CPA/AA/PUD-21-12
Land Development Division

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

PUD-21-09

Joanna L. Coutu

From: Paul Gibbs <paulcld2000@tampabay.rr.com>
Sent: Thursday, July 15, 2021 4:16 PM
To: Joanna L. Coutu
Cc: Steven Fischer
Subject: [EXTERNAL]Crystal Glen PUD Plan
Attachments: Crystal Glen Sterling Hills Revised 071521.pdf

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

Hi Joanna,

Steve Fischer asked me to send you the updated Crystal Glen site plan that we have been working on. The attached plan also includes that adjacent proposed Sterling Hills development project. This composite plan should provide you with a greater understanding of the internal road network and the connections to the adjacent highways. Some of the work reflected in the Sterling Hills area plan are a result of a series of meetings held with the County Administrator, Assistant County Adminstrator, Office of Economic Development and others in summer / fall 2020.

For the Crystal Glen PUD, the plan shows the proposed number of lots by phase, the proposed typical minimum lot size, ISR and setbacks. The Passive Park site location is also shown. See Notes and Site Data at the bottom of the page. Feel free to contact Steve Fishcer and I if you have any plan questions or comments.

Paul Gibbs, Landscape Architect
COMMUNITY LAND DESIGN, Inc.
1773 East Cleveland Street
Hernando, FL 34442
352-637-1742

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

Joanna L. Coutu

From: Avis Craig <amarie02@gmail.com>
Sent: Wednesday, September 15, 2021 4:29 PM
To: Joanna L. Coutu; Steven Fischer
Subject: [EXTERNAL]See attached list of the 17 homes built by Adams Homes in Crystal Glen Ph 1 & 2
Attachments: ADAMS homes sold in Crystal Glen PH 1&2 091521.pdf

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

Joanna,

This is the list Mr. Fischer wanted to be part of the record. The very same homes that have been built in existing Crystal Glen Ph 1 and 2, will be built in the new phases 3 and 4. These are 40' wide homes designed to fit on the 50' lots.

I selected a representative sampling of renderings and 1 photo of one of them that is in the power point presentation.

Avis Marie

Avis Marie Craig, AICP MBA
P.O. Box 568
Lecanto, FL 34460
cell (352) 634-2116
amarie02@gmail.com

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CPA/AA/PUD-21-12
SEP 15 2021
Land Development Division

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

My entire 40' product line is attached. Below is a list of the 40' product line that we constructed and closed in Crystal Glen phases 1 and 2A… more than I thought.

LOT	BLK / PH	Address	Model
4	2A	1067 S GLEN MEADOW LP	1970C
14	2A	1179 S. GLEN MEADOW LOOP	1635B
15	2A	1183 S. GLEN MEADOW LOOP	1820B
21	2A	1180 S. GLEN MEADOW LOOP	1820C
17	2A	1207 S GLEN MEADOW LOOP	1635B
16	2A	1199 S GLEN MEADOW LOOP	1512B
13	2A	1163 S GLEN MEADOW LOOP	1512C
12	2A	1159 S GLEN MEADOW LOOP	1820C
20	2A	1200 S GLEN MEADOW LOOP	1820B
28	2A	1068 S GLEN MEADOW LOOP	1820B
30	2A	1034 S GLEN MEADOW LOOP	2020B
23	PH 1	3957 W CHADWICK CT	2705A
27	PH 1	3952 CHADWICK CT	2020B
24	PH 1	3969 CHADWICK CT	1635A
26	2A	1100 S GLEN MEADOW LOOP	1720A
25	PH 1	3964 CHADWICK CT	1720B
88	PH 1	1137 S BROOKFIELD DR	1820D

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SEP 15 2021
Land Development Division

John Roberts

General Manager

Adams Homes of NW FL, Inc

Attachment: Applicant's submittal (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

LAW OFFICE OF
CLARK A. STILLWELL, LLC
ATTORNEY AT LAW

BANK OF INVERNESS BUILDING
320 U.S. HIGHWAY 41 SOUTH
INVERNESS, FLORIDA 34450

TELEPHONE: (352) 726-6767
FAX: (352) 726-8283
caslaw@tampabay.rr.com

MAILING ADDRESS:
POST OFFICE BOX 250
INVERNESS, FLORIDA 34451

MEMORANDUM

TO: **Joanna Coutu**

FROM: **Clark A. Stillwell, Esquire**
Law Office of Clark A. Stillwell, LLC

RE: **Crystal Glen – BOCC Hearing**
CPA/AA/PUD-21-12

DATE: **October 13, 2021**

Joanna:

Please include the attached PDC transcript of Avis Craig, land use planner on October 7, 2021 in the noted file. Ms. Craig is scheduled for hip surgery on October 25, 2021 and can not attend the BCC hearing set for November 9, 2021.

CAS/cv
Enclosure
cc: Client
Avis Craig
Denise Lyn, Esquire
BCC

Attachment: Applicant transcript Oct 13 2021 (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

TRANSCRIPT OF MEETING

CITRUS COUNTY

PLANNING AND DEVELOPMENT COMMISSION

OCTOBER 7, 2021

CRYSTAL GLEN CPA/AA/PUD-21-12

Attachment: Applicant transcript Oct 13 2021 (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

(START OF REQUESTED PORTION)

MS. CRAIG: Good morning. I turned in my yellow sheet. For the record, my name is Avis Marie Craig, planning consultant on behalf of Mr. Fisher. We -- you were provided letters of authorization for myself, Mr. Stillwell, and Mr. Gibbs, who I know you know all those folks. So bear with me a second.

And let me just say, Mr. Fisher asked me to become involved with this project. When he got his date for this hearing -- he and his wife are celebrating their 40th anniversary and had plans for over a year to be in Hawaii, and he is literally in the air as we speak. I know his wife would not have understood him being here on such a special occasion.

So there are a number of things that we're going to bring to your attention, but I've provided the staff with five pages directly out of

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our PowerPoint presentation so that they're easily retrievable. Your secretary, Cheryl, has those.

And at this time, Mr. Stillwell is going to come forward and begin the presentation, and then we'll do a little switch-hitting as we go.

(END OF REQUESTED PORTION)

(START OF REQUESTED PORTION)

MS. CRAIG: Let's turn to the first slide. I think it's really important to set the context of this property, and you can see how it's situated adjacent to a Duke Power transmission easement running north-south, adjacent to the east -- excuse me -- west, and then 490 diagonally. That there is the road, Country Hill, from this project that connects into Crystal Glen Drive, which is the collector road we've been spending some time talking about.

And to the east you can see the pastor land that is owned by this individual -- and that's why, because he owns that, he's willing to step up. And it's actually -- it was in your PowerPoint, meeting the quasi-judicial deadline so

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that you could see that we are trying to work with our residents out there, acknowledging the ability to create a temporary construction, heavy construction access.

So let's go to the next slide.

This is what Mr. Stillwell was sharing with you, and you can see the depth of that commercial, like no other place in Citrus County when you're a mile -- 1.1 mile from that. And

driving through there this morning thinking that in just a couple of months we're going to have Suncoast Parkway operational, and that's going to make a significant impact on our county's future.

You can see the blue just to the east. That's the County's maintenance properties where the transportation center is. And the lands to the southwest are actually public lands, designated conservation, and it's a large tract that continues south from there.

So in some senses, when I was sitting down with the residents -- we had a meeting back on September 8th -- one of the things that they

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talked about was wanting to have another access over to 490. But the reality is, when you've got a piece of conservation land buttressing virtually 80 to 90 percent of that new phase, the probability of that is virtually impossible.

So let's go to the next slide, which is the land development code, what we fondly know as zoning.

The one difference between the com plan designations is -- and you'll notice the crosshatch, the beige with the diagonal lines on it. That's where today the zoning allows mobile

homes, and you can see the little protrusion into the property. And that's that 4.7 acre piece that Mr. Stillwell described, which is a portion, the small scale amendment that's going to be a part of this application, assuming that you recommend approval.

And so, otherwise, everything else is reasonably consistent and is reflective of what's out there today. Now, as always, projects go through multiple adjustments over time.

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Let's turn to the next slide if you will please.

This is -- thank you -- the 1987 approved plan for the PUD. What's outlined -- and by the way -- if we can pass out. These are five sheets directly from this PowerPoint presentation so it is admissible information. She just -- I don't know if she's passed it out yet.

If you would please.

That way you will have five sheets out of there that I think are the most critical parts of the PowerPoint so that you will have ready reference to it.

The purple area is the 4.7 acres that we will be bringing into -- the planned development.

Now, the area in blue is actually a small portion of the original phase III, but it was actually platted and constructed in phase I. And this is not surprising. These are the kind of changes that happen over time for a lot of reasons. So the blue area is already platted, and the plat does not reflect this master plan that

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you see here. But the intent of it and the numbers were consistent, so the county allowed that platting back in 1989.

Now, the area that's outlined in red is actually a portion that was supposed to be part of the original PUD phase II, but it was not platted or constructed. Consequently, when you are looking at a direct comparison of the numbers that -- when you're trying to compare apples to apples of what happened over time.

Let's turn to the next slide, if you will.

And what you will see there is that phases I and II, even though it was approved for 185 lots, actually was platted at 165. So when you go to phases III and IV, you don't lose those units; they simply flip to the next phase.

And so what you see happening is that the

phase III and IV was originally approved for 165 lots, but remember those swap outs -- the areas that weren't platted and areas that were -- I'll call it over-platted.

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And so what you have in phase I is 21 fewer units platted. Phases III and IV are actually adding 52 lots. So what that amounts to when you start totaling it is the real comparison -- apples to apples -- is a difference of 52 units.

Now, remember the 4.7 acres that we're adding in. That adds another 27 lots, and that brings the grand total with the addition of lands to 79 lots. Still, whether we're talking 52 or 79, that's a very nominal increase to the project as a whole.

Let's move on to the site plan.

And I believe this is your time, Paul. So if you'll come up and explain to us how you developed the plan that is now before the board, I would appreciate it.

(END OF REQUESTED PORTION)

(START OF REQUESTED PORTION)

MS. CRAIG: If we can go to the next slide, and you can flip through the next three.

These are actually representative homes

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from Adams Construction, a national builder. They have already built 17 homes, as you're seeing here, in the existing Crystal Glen, and on this last one I actually went into the property prices records.

And if we can flip one more slide.

That is the actual home as it sits on the property in existing Crystal Glen. And so all of these homes you just saw can fit on the proposed lot size that Mr. Fisher is asking for, the 50 foot. But again, as Paul indicated, it's by no means that all lots are 50 foot.

And so, if you flip to the next slide, this tells you where they were located.

In your -- your evidence filing deadline, we provided you the 17 addresses of those existing homes. Twelve of them are built on South Glen Meadow Loop, four are built on Chadwick, and one is built on Brookfield. So that's where the homes that are of a similar type to what you are going to see in the new phase are located.

Next slide, if you will.

Mr. Fisher asked me to begin working with the property owners association early on in this

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because he knew he was going to be away. That's why he asked if I would meet with the property owners, which I did on the 8th of September, and we have had ongoing dialogue back and forth.

But I received, as you did -- or at least the county did, a petition on Monday that outlined, and Mr. Stillwell briefly spoke to four points that the property owners have outlined in the way of concerns. I do believe that coordination will continue throughout this process as we hopefully move forward.

And remembering that Mr. Fisher bought this property in 2006, and I know you have recognized the significance of that date because he did have to ride out the great recession of dormancy on this property for a very long time until the last four or five years.

And so it's at this point that we now see enough demand in the market to warrant moving forward with the project. You've heard about the Fairways at Twisted Oaks. The same builders that are building in that project will be building in this project. The price point for the homes in

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the new section are $225,000 to $300,000, so you are not talking homes that are out of character

with what's been built in Crystal Glen.

I did share this with the residence on the 8th of September because there was some confusion about when they got their notices and the reference to the mobile homes. And what I explained to them and you heard today this application actually eliminates that potential. And so there was concern that there was some kind of you know low-income housing project coming in next to them, and that is clearly not the case.

Let's move on to the next slide.

As a result of that -- and this was submitted to you in time for your deadline. After the discussion with the property owners I went back to Mr. Fisher, and we discussed that: number one, he was willing to work with the residents about providing a temporary construction access for the heavy construction that will occur.

That is the dashed red line that you see on that map. It cuts from Laurel Street coming

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off of 491 right behind the racetrack and will diagonally connect down to the roadway -- the first roadway in the new phase. So that it will entirely skirt existing Crystal Glen. The developer has agreed to this and is willing to do

that as a condition of the approval.

Currently, you have heard Mr. Stillwell talk about the concern about traffic on Crystal Glen Drive, but the reality is an 80 foot right-of-way, whether you're talking Mustang Boulevard in Pine Ridge, or you're talking Fenway Drive in Terra Vista, or Brentwood Circle in Brentwood. Those roadways are oversized with the capacity to handle certainly the traffic that's there but ultimately --

And the other thing that you see on this drawing -- even though there may be some slight adjustments to it -- is a conceptual circulation system for the property next door, which he is planning but is not quite to the point of being able to bring forward.

So we wanted to provide assurance. And

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what you can see is down on the bottom of the slide where Paul talked about the phase III and IV roadway stopping. That it would actually connect into the neighboring properties as part of a continuing collector road system.

And ultimately, there are anticipated to be two additional connection points -- permanent -- to 491 and a second access out onto 44. And so

in the long run, the entire community benefits as the community moves forward and is permitted to expand and move into the new lands.

So we didn't want to go much farther than that, but we felt it would help to clarify what the circulation systems might look like.

Let's move on to the next slide.

This is the one that Paul referred to. I asked him to prepare me an exhibit that would show me where the small lots were actually physically located -- the true 50 x 120s, and it's roughly half the project. The other half are larger lots, and you can see very similar to Crystal Glen existing. And what's shown in that tawny red are

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the small lots, and you see that there are virtually no lots even having adjacency to existing lots in Crystal Glen.

So I think it's safe to say that there's been great care taken to ensure compatibility between the adjacent -- and remember they are still single-family homes adjacent to single-family homes.

You know, you go into Terra Vista, for example, and you have villa products adjoining other single-family areas. Whether you go into

the original area where -- when that property was opened up off of Essex up Fenway Drive. You had the Villas. Then you had Hillside, which was a single-family, lots probably about the size of these lots. And then you had the core historical Hampton Hills First Edition, which were large lots.

And so there's a lot of blending and variety in these planned developments because that gives you maximum flexibility to address the market.

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Same thing when you go over into Brentwood. You've got the townhomes. You've got the villas. You've got the single-family areas, and each one has its own POA, a neighborhood POA that is reflective and consistent with that particular neighborhood. And that's all Mr. Fisher is asking for her, not to introduce something foreign or inconsistent, but something that is consistent and compatible.

Another issue that was raised by the residents at that meeting of September 8 is -- and I submitted this in time for Ms. Catu's deadline -- that he was committed to keep a condition, number 11, that he had originally asked to be

removed and in which your staff report presents does not include, the so-called original condition 11 of Z-8732. And that was that individual lots would not have direct access to Crystal Glen Drive, the collector road.

And you look at your drawings, and you'll see that all of the access comes off of the secondary neighborhood streets that feed. So it

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is not designed -- and he is willing to commit to having that condition re-instated in this approval going forward, as the residents requested.

I've talked to you a little bit about their desire to see the existing POA applied forward into the new section, and that simply is not very practical. And the staff, in their report to you, provided a dual set of standards that would apply in the phase I area and then separate standards that would apply in the new proposed area. And that would then ensure that anything on the remaining vacant lots to be built would be totally consistent and following the standards of the existing PUD.

And I really have to -- if there is one thing I'd like to leave you with - a PUD is not synonymous with a POA. They are not the same

thing at all. And the better that you can have a cohesive neighborhood under a set of standards that is relevant to their area makes much better sense. And so that's why we anticipate that -- and there may be other further sub-neighborhoods

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just like you have in all of the big planned communities as the development proceeds to the east on the properties yet to be built.

So from a planning perspective, to approve a PUD, the following has to be satisfied. And in my August 18th report that I submitted as supplemental information to this application, I have shown, clearly, that the project is consistent with the comprehensive plan and policies. Your staff agrees.

The plan meets the definitional standard of compatibility under Chapter 163.31649, that single-family homes are what's planned, and that, because as I've shown you, they're already building these homes within phases I and II existing. The compatibility standard is clearly there.

Market conditions have changed, as we have all spoken to you about since 1987. We know for a fact by the market response that smaller

lots are preferred. Not the exclusive, but it is an option that many people are choosing.

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This project will have no adverse impact on public infrastructure, in particular, roads, water, and sewer. The passive recreation is actually increased by 19 percent with the additional site that is shown on our master plan, and that all conditions of approval in the past have been met and assuming that you consider the staff's recommended conditions. The developer is amenable to those, including, as I indicated, the re-introduction of condition 11, which was submitted before your deadline.

I, therefore, respectfully ask that you consider recommending approval to the Board of County Commissioners for a project that really deserves approval. It has met the tests. It's the right project at the right time, in the right place, according to Citrus County plans, regulations and policies. And we'll all answer any questions you might have of us.

THE CHAIRMAN: Are there questions from the board for the applicant?

COMMISSIONER WORTHINGTON: I have one.

MS. CRAIG: Yes, ma'am.

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THE CHAIRMAN: Commissioner Worthington.

COMMISSIONER WORTHINGTON: Thank you. Could you please state what condition 11 is because I'm not --

MS. CRAIG: Well, there is a secondary sheet that the staff has -- and if she can pass those out.

There's actually two conditions on there. One to deal with the temporary construction easement, which we also submitted in time with our PowerPoint for consideration here today. And so there are two conditions that I have drafted. One of which restates the old condition 11, and then secondly provides for the construction access.

UNIDENTIFIED FEMALE: I'll tell you she's talking about a little bit of new material, but this is in your packet in her backup. There is a statement with the conditions crossed through, and it's called page 9 in my book for some reason. I think it is 9 of what her submittal was, and it has condition 11 in there that reads no residential unit shall have direct access to the collector road.

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25 THE CHAIRMAN: What page is that?

1 UNIDENTIFIED FEMALE: You know, in my
2 book it's called page 9. It's right after the
3 staff report, and then you have the locator map.
4 And then you'll see something titled Avis Marie
5 Craig on the first page, and it's page 9 of that
6 submittal. It has that particular condition.
7 COMMISSIONER WORTHINGTON: Thank you,
8 that's my only question. Thank you.
9 MS. CRAIG: Okay. Any other questions
10 that you have?
11 UNIDENTIFIED FEMALE: Mr. Chair, if I
12 could cross for a second first and then. Thank
13 you.
14 THE CHAIRMAN: Yeah.
15 UNIDENTIFIED FEMALE: No problem. I just
16 wanted to ask a question about the slide that you
17 have up there now.
18 MS. CRAIG: Yes.
19 UNIDENTIFIED FEMALE: I know you offered
20 a couple of conditions. I can't read the fine
21 print. Are those -- those are smaller lots as in

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less than 60 feet width?

MS. CRAIG: The tawny ones are the 50 by 120s.

UNIDENTIFIED FEMALE: Okay. So you are

saying that the developer --

MS. CRAIG: The white ones are larger.

UNIDENTIFIED FEMALE: Right. The developer would be amenable to a condition such as no lots less than 60 feet in width will abut phase I and II, I think, or be across the street from phase I or II. Does that -- it seems to match that map. I just want to make sure I was on the right track with what you're proposing?

MS. CRAIG: Actually, I do believe you are correct.

UNIDENTIFIED FEMALE: Okay.

MS. CRAIG: There's only one, as you see, up on the top of the slide we'll call it.

UNIDENTIFIED FEMALE: Right.

MS. CRAIG: It is across the street from that already deeded passive recreation site.

UNIDENTIFIED FEMALE: But it is not

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really part of the phasing?

MS. CRAIG: It's not --

UNIDENTIFIED FEMALE: It's not your new area.

MS. CRAIG: It's not lots.

UNIDENTIFIED FEMALE: Right.

MS. CRAIG: That's correct.

UNIDENTIFIED FEMALE: So I think if we worded it -- we don't have individual lots. It's not to that scale, so I think something like no less than 60 feet in width for any lots abutting existing phase I and II or directly --

MS. CRAIG: Lots.

UNIDENTIFIED FEMALE: -- across the street.

MS. CRAIG: Yeah.

UNIDENTIFIED FEMALE: Right. From phase I and II seem to be -- I just wanted to make sure that was what that was actually showing.

MS. CRAIG: That is definitely.

UNIDENTIFIED FEMALE: Thank you. So that's a condition offered by the applicant.

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MR. CHAIRMAN: Thank you. Are there other questions from the board?

UNIDENTIFIED MALE: I'll just make a statement real quick.

MR. CHAIRMAN: Mr. (Indiscernible).

UNIDENTIFIED MALE: I had written down several questions.

MS. CRAIG: Yes, sir.

UNIDENTIFIED MALE: But your presentation was very thorough, and most of the questions that

I had you guys had answered already.

MS. CRAIG: Yes, sir.

UNIDENTIFIED MALE: I think in reading the current residents' petition and questions and objections, I feel like all the reasonable objections have been addressed by the developer, and I think that it clearly shows that he is trying to work with the neighborhood. I appreciate that. Thank you very much for a nice presentation.

MS. CRAIG: Thank you, sir. I might mention on the Brookfield issue I mean I can

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understand the residents' situation there that they've enjoyed a quiet dead-end street for a long time. The reality is that street is over twice the length; 1500 feet is the normal code required length for a cul-de-sac. And you heard Mr. Stillwell explaining that.

And as much as I have sympathy for the residents, the reality it is platted. The improvement plans are already approved back in 1989, and Mr. Fisher has no ability to do other than to follow those existing plats and conditions and with the safety considerations. As much as I am sympathetic, everybody likes to live on a quiet

dead-end street. I understand.

MR. CHAIRMAN: Other questions from the board?

Hearing none, thank you.

MS. CRAIG: Thank you, sir.

MR. CHAIRMAN: And to your team, thank you.

(END OF REQUESTED PORTION)

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CERTIFICATE OF TRANSCRIPTIONIST

I certify that the foregoing is a true and accurate transcript of the digital recording provided to me in this matter.

I do further certify that I am neither a relative, nor employee, nor attorney of any of

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the parties to this action, and that I am not financially interested in the action.

_____

Julie Thompson, CET-1036

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LAW OFFICE OF
CLARK A. STILLWELL, LLC
ATTORNEY AT LAW

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MEMORANDUM

TO: **Joanna Coutu**

FROM: **Clark A. Stillwell, Esquire**
Law Office of Clark A. Stillwell, LLC

RECEIVED
OCT 19 2021
Land Development Division

RE: **Crystal Glen PUD**
CPA/AA/PUD-21-12

DATE: **October 19, 2021**

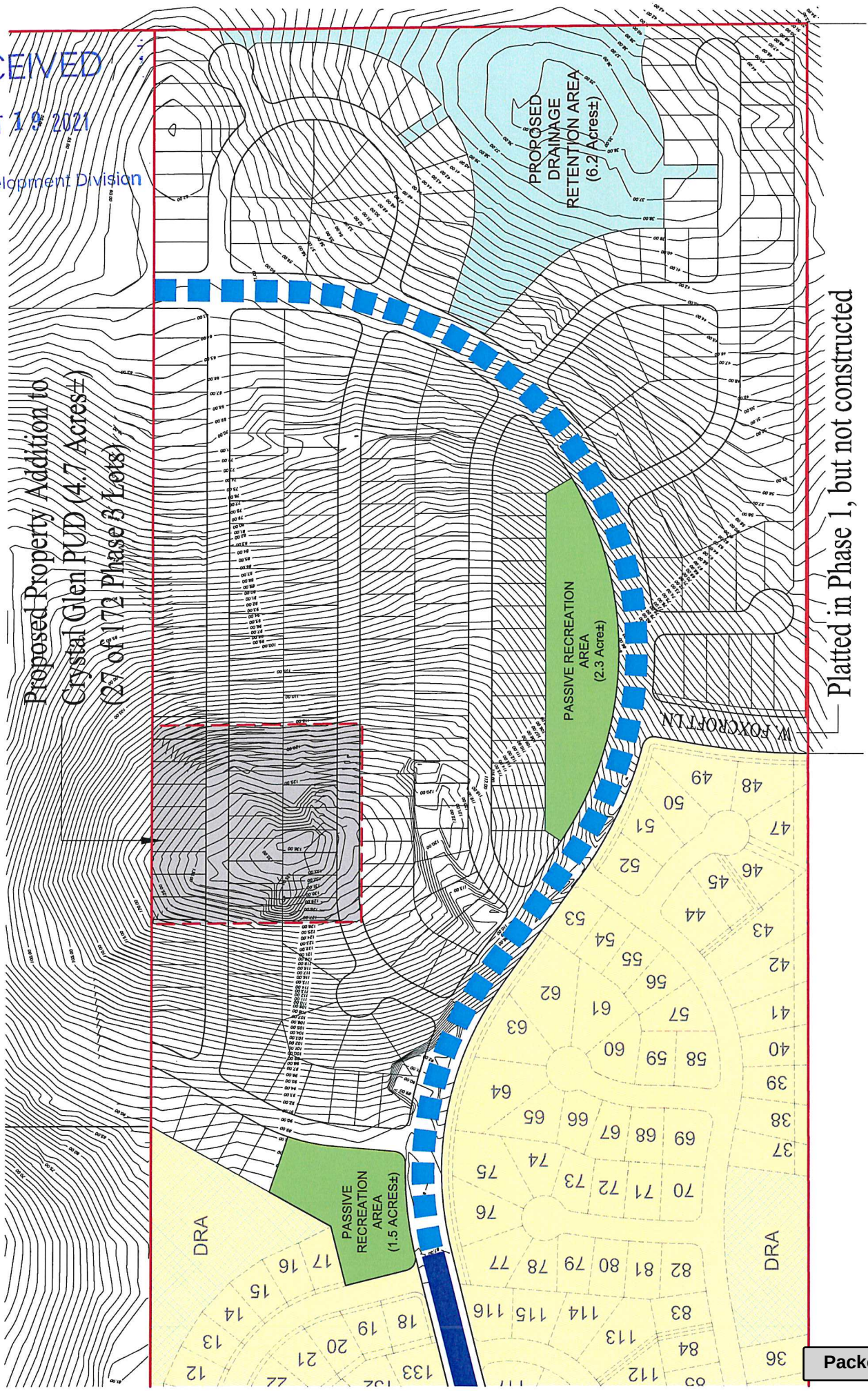
Joanna:

As you know – the PUD's drainage plan was a question at PDC. See attached topo map. Per Paul Gibbs, "top of the hill is within the gray shaded area and the property slopes generally southward for a majority of the Phase 3 & 4 area to the natural low area where the proposed DRA is shown. On the SWFWMD permit drawings for phase 2A, the existing triangular shaped DRA adjacent to the 1.5 acre passive recreation area site was originally designed to take in approx. 9 acres of watershed from what is now our phase 3 area. This 9 acre watershed area slopes northward from the top of the hill to the existing DRA." Please include in BCC materials.

CAS/cv
Enclosure
cc: Client
Avis Craig

Attachment: Applicant submittal Oct 19 2021 (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

RECEIVED
OCT 19 2021
Land Development Division



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Joanna L. Coutu

From: Laura Maier <lauragraced@hotmail.com>
Sent: Wednesday, August 4, 2021 12:18 PM
To: Joanna L. Coutu
Subject: [EXTERNAL]Crystal Glen Expansion

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

Hi Joanna,

Here's our input regarding the new phase: 1. The proposed lot sizes are tiny at 50'x120'. Does this meet the zoning requirements? 2. They are not proposing a park or any other recreation area. 3. The proposed front setback is too short and doesn't appear to meet code requirements. Code is 50' front setback from the centerline of the road. 4. Our sewage lift station out front seems to be at capacity, and really needs some odor control upgrades. What is their plan for sewer? The lift station @ Hwy 44 can't handle it without upgrades. We're not against development, but they need to do it right and by the code. 270 new 6,000 square foot lots seems like too much density to me. I'd like to see larger lots and a park included in their plans.

Thank you,
Laura Maier
(352) 422-7432

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CPA/AA/PUD-21-12
AUG - 4 2021
Land Development Division

Attachment: Public input (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

Susan K. Wright

To: Philipe Kapili
Subject: RE: [EXTERNAL]Re: Crystal Glen, CPA/AA/PUD-21-12

From: Philipe Kapili <pkapili@aol.com>
Sent: Thursday, September 2, 2021 1:10 PM
To: Susan K. Wright <Susan.Wright@citrusbocc.com>
Subject: [EXTERNAL]Re: Crystal Glen, CPA/AA/PUD-21-12

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

Susan. This is in response to the plan of new homes for Crystal Glen CPA/AA/PUD-21-12
while my wife and I aren't apposed to growth we do have certain things we want to protect our investment . When we talked by phone prior to our HOA meeting I ask you if the developer plans on extending the roads thru Phase 3 and 4 out to south Lecanto road and county road 490 and you said NO . This would be a deal breaker for just about everyone in the existing subdivision now. The developer cant expect the existing home owners to put up with all the existing traffic plus the construction traffic back and forth on one main road, to add to the problem state road 44 going out of the subdivision is a right hand turn only. County road 490 is very busy now and is dangerous coming in or out of because of the dip in the road and the speed on the road. How will this effect our HOA fees we pay now .
The existing water, sewer, storm drain, and electric where does it end now and where will the extension be from and where the sizes of all these lines sized to handle the added homes. If these services do have to be changed how will this effect the existing owners. The homes the developer is planning for are also on smaller sized lots also adding to the utility's being under sized if they where not planed on prior phased work . What type of homes will be built low income or what, lot of question. If the developer wants this to happen he will need to bring all his construction in and out thru south Lecanto road into phase 3 and 4 and not open up the road into phase 1 and 2 until phase 3 and 4 are done .

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My husband and I moved into our home is Crystal Glen in November of 2020 after looking at many homes throughout Citrus County. The Crystal Glen neighborhood was high on our list for preferred areas because the quietness of the neighborhood, smaller development, the large lot sizes, the quality of the homes, and the overall look of the neighborhood where our neighbors take great pride in their homes.

We have several concerns about the proposed development of phases 3 and 4 in the Crystal Glen Neighborhood CPA/AA/PUD 21-12.

- The proposed lot sizes of 50x120 feet does not match the current lot sizes of phases 1 and 2 in Crystal Glen. The proposed setbacks (front 20 feet, side 5 feet, and rear 5 feet) do not meet the setbacks (front 25 feet, side 7.5 feet, and rear 15 feet) as written in the Crystal Glen POA Declaration of Covenants, Conditions, and Restrictions. The housing density of 265 proposed lots at the proposed size will create a completely different look between phases 1 and 2 and proposed phases 3 and 4.
- The proposed 265 homes will have a great impact on the amount of traffic traveling on Crystal Glen Drive. Currently traffic is gently filtered off of Crystal Glen Drive at W. Northcrest Ct., S. Glen Meadow Loop, S. Brookfield, S. Softwind Loop, and Fieldview Loop. All Traffic from the proposed 265 lots will have to travel along Crystal Glen Drive in order to get to the proposed phases 3 and 4 lots creating a huge increase in traffic along Crystal Glen Drive and all intersections along Crystal Glen.
- The current proposed plan for phases 3 and 4 have a high percentage of lot coverage along with destruction of green space for roads and sidewalks on both sides of the street as which are required by Crystal Glen POA Declaration of Covenants, Conditions, and Restrictions. We are concerned with drainage and water retention areas. Currently, water retention areas are equally spread throughout phases 1 and 2. The proposed water retention area is located in only one area for proposed phases 3 and 4.
- With the proposed lot sizes we are wondering how an at least 1400 square foot dwelling along with a two car garage which is also required according to Crystal Glen POA Declaration of Covenants, Conditions, and Restrictions will look on a 50x120 foot lot multiplied by 265 proposed lots.
- We certainly welcome further development in our neighborhood but any development should match the current look of phases 1 and 2 in Crystal Glen and meet the regulations as written in the Crystal Glen POA Declaration of Covenants, Conditions, and Restrictions.

Thank you for listening to our concerns!

Please feel free to contact us if needed.

Denise Johansen 630-533-3581

Jeff Johansen 630-215-4491

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CPA/AA/PUD-21-12
SEP 20 2021
Land Development Division

Attachment: Public input (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

Petition to condition proposed Crystal Glen Application

Phase 3 & 4

- The applicant must comply with Crystal Glen POA with respect to it's by-laws, including but not limited to lot size.
- No construction traffic should access development via Crystal Glen Drive.
- Developer/County should create a permanent entry/exit road to HWY 491 prior to beginning construction of the proposed housing units.
- Developer should not create a collector road from any existing feeder roads, including but not limited to S Brookfield Drive.

We the undersigned residents of Crystal Glen do hereby petition the Citrus County Planning Commission to adopt the above conditions to any approval of the proposed application by Crystal Glen Properties LLC. The application seeks to amend the existing permitted PDR.

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OCT 04 2021
CPA/AA/PUD-21-12
Land Development Division

Attachment: Public input (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties,

Printed Name	Signature	Address	Comment	Date
Dorothy Willis	Dorothy Willis	Lecanto 1062 S. Brookfield Dr	This Should not Be a Thru Street	9-22-21
Gerald Willis	Gerald Willis	1062 S. Brookfield Dr	Too many Children for Heavy Traffic	9-22-21
Edward Noyes	Edward Noyes	1055 S Brookfield Dr Lecanto, FL	Don't want The Heavy Traffic	9-22-21
Barbara Noyes	Barbara Noyes	1055 S. Brookfield Dr Lecanto, Fl. 34461	Don't want heavy traffic	9-22-21
SALVATORE CAPPELLO	Salvatore Cappello	3964 W. CHADWICK CT LECANTO FL 34461	*TRAFFIC (*Child SAFETY)	9-29-21
Bonnie Cappello	Bonnie Cappello	3964 W Chadwick Ct Lecanto, FL 34461	TRASH & TRAFFIC Speed Bump To slow down	9/29/21
OSCAR BARAT	[illegible]	1091 S BROOKFIELD DR LECANTO FL 34461		9-29-21
Gwendolyn Wheeler	[illegible]	1091 S. Brookfield Dr Lecanto FL 34461	too much trouble	9-29-21
Sherry Johnson	[illegible]	1025 S. Brookfield Lecanto FL 34461	traffic	9-29-21
Richard P Page Jr	[illegible]	1006 S BROOKFIELD DR LECANTO FL 34461	TRAFFIC	9/29/21
T. L Janocko	T L Janocko	1050 S Crystal Glen Dr Lecanto, FL 34461	Traffic	9/29/21
Rebecca Vickery	[illegible]	1068 S Glen Meadow Lp	Traffic	10-2-21
Joyce Lowe	Joyce Lowe	1082 S Glen Meadow loop	Traffic	10/2/21
Frank Lowe	[illegible]	1082 S Glen Meadow loop	Traffic	10/2/21
[illegible]	[illegible]	1134 S Glen Meadow		10/2
Steve Mackiewicz	[illegible]	1152 S Glen Meadow Loop	TRAFFIC	10/2

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OCT 04 2021

CPA/AA/PUD

Attachment: Public input (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties,

Printed Name	Signature	Address	Comment	Date
AURIGEMMA NORMA/MARTY	Norma Aurigemma	1073 S. Glen Meadow Loop		9-21-21
Marland Bradley		1121 S. Softwind Loop		9-21-21
JOSEPH BROWN	Joseph Brown	3924 W. FEATHERENGO CT		9-21-21
David Bayer	David Bayer	3893 W Northcrest Ct		9-21-21
Dodd Robert/marti	Marti Dodd	3942 W. Fieldwood Ct		9/22/21
Dorey Aucoin	DOEY, AUCOIN	3948 W. Fieldwood		9/22/21
MIKE O'GRADY	M. O'Grady	1361 S. Bleckfield		9-23-21
Charles R. Haunes		1099 S. Brookfield Dr. Lecanto		9-27-21
Mary L. Haunes	Mary Haunes	1099 S. Brookfield Dr. Lecanto,		9-27-21
PHIL KAPILI		3958 W Chadwick CT. Lecanto		9/29/21
TERRI KAPILI	Terri Kapili	3958 W Chadwick	Ct. Lamcanto	9/29/21
Diane Magill	Diane Magill	1042 S. Brookfield Dr. Lecanto		9/29/21
Dimple Patel		1014 S. Brookfield Dr		09/29/21
Dr James W Goddard	James Goddard	1000 S Brookfield		9-30-21
Mary Goddard	Mary Goddard	1000 S. Brookfield		9-30-21
Sarah Park		3969 W Chadwick Ct	RECEIVED	10-1-21

OCT 04 2021

CPA/AA/PUD-21-12

Land Development Division

Attachment: Public input (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties,

Printed Name	Signature	Address	Comment	Date
Ed Carlile	Edwin A. Carlile	1259 So. Brookfield Dr.		9/17/21
A. Pegan	A. Pegan	3951 W Fieldwood CT		9.17.21
MARTIN OLIVER	Martin Oliver	3959 W. FIELDWOOD CT		9/18/2021
WANDA CARDINAL	Wanda J. Cardinal	1189 S. Brookfield		9/18/2021
Robert Cardinal	Robert Cardinal	1189 S. Brookfield		9/18/2021
Robert Higginbotham	Robert Higginbotham	1167 S. Brookfield Dr.		9/21/21
Debra Higginbotham	Debra Higginbotham	1167 S. Brookfield Dr.		9/21/21
Richard Graham	R. Graham	1172 S. Brookfield Dr		9/21/21
Mary S. Graham	Mary S. Graham	1172 S. Brookfield Dr		9/21/21
Rae Jarrett	Rae Jarrett	1372 S. Brookfield		9/21/21
Martin Uroda	Martin Uroda	1414 S. Chatsworth Pt.		9/21/2021
Linda Leslie	Linda Leslie	1414 S. Chatsworth Pt		9/21/2021
RONALD EGNOT	Ronald Egnot	1423 S. Chatsworth Pt.		9/21/2021
TIMOTHY THOMAS	Timothy Thomas	1419 S. CHATSWORTH PT		9/21/21
Paula M. Chamberlin	Paula M. Chamberlin	1054 S Brookfield Dr		9/21/21
Bill Chamberlin	Bill Chamberlin	1054 S. BROOKFIELD DR		9/21/21

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OCT 04 2021
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Land Development Division

Attachment: Public input (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties,

Printed Name	Signature	Address	Comment	Date
PAUL SCHWACK	Paul Schwack	1382 S CHATSWORTH		9/25/2021
Scott Thomas	Scott A Thomas	1342 S. Brookfield		9-25-21
L. Kay Dey	Kay Dey	1322 S. Brookfield Dr.		9/25/21
Bob Bennett	Bob Bennett	1312 S Brookfield Dr		9-25-21
marie Kayes	Marie E. Kayes	1045 S. Brookfield Dr.		9-25-21
DAVID LEONHARDT	David A. Leonhardt	1028 S. BROOKFIELD DR.		9/25/21
Sharon Leonhardt	SHARON Leonhardt	1028 S. Brookfield Dr		9/25/21
Joyce Jenkins	Joyce Jenkins	1025 S. Brookfield Dr.		9/25/21
Barbara Schwack	Barbara Schwack	1388 S. Chatsworth P		9/25/21
Therese Thomas	Therese Thomas	1419 S. Chatsworth Pt.		9/28/21
D. L. P.	DELIA L. PAUTZ	1427 S. CHATSWORTH PT		9/28/21
Sue Coffer	Susan Coffer	1335 S. Brookfield Dr.		9/28/21
Cory Coffer	Cory Coffer	1535 S Brookfield Rd		9-28-21

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OCT 04 2021
CPA/AA/PUD-21-12
Land Development Division

Attachment: Public input (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties,

Printed Name	Signature	Address	Comment	Date
Wes Park		3969 W. Chadwick Ct.	Additional traffic will pose a safety threat to my children in this subdivision.	10/02/21
Mathew Snodgrass		1634 S. Glen Meadow	added traffic + no additional Entry Ext. +	10/2/2021
CHAD CHANDLER		1100 GLEN MEADOW	VALUE DECREASE, TRAFFIC,	10/02/21
Dennis Gorman		1116 S. Glen Meadow	No thru traffic/Construct	10/2/21
Jason Vieg		1135 S. Glen Meadow loop	TO much traffic Decrease of Value	10/2/21
Joe Rooney		1183 S. Glen meadow loop	" "	10/2/21
TINA ELLIS Tina Ellis	Tina Ellis	1200 S. Glen Meadow	traffic will be ridiculous no small trails	10/2/21
DAVID TURNER		1195 S. Softwind Loop	Too Much TRAFFIC	10/2/21
Theresa Turner		1195 S. Softwind Loop	NO EXTRA TRAFFIC DOWN S. Crystal Glen Dr	10/2/21
JEFFREY GOWER		1174 S. SOFTWIND LOOP	MEET ALL REQUIREMENTS OF CURRENT LAND DEV.	10/2/21
Dana Gower	Dana M. Gower	1174 S. Softwind Loop	CODE AND COMP. PLAN	10/2/21
TIM LATTOZ		1160 S SOFTWIND Loop		10/2/21

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CPA/AA/PUD-21-12
Land Development Division

Attachment: Public input (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties,

Printed Name	Signature	Address	Comment	Date
Laura Maier	Laura Maier	1033 S. Glen Meadow Lp		10/2/21
BETTY MARQUETTE	Betty Jo Marquette	1105 S GLEN MEADOW LP		10/2/21
John Brehm	John Brehm	1123 S. Glen meadow LP		10/2/21
Anita Olbek-Tooker	Anita Olbek-Tooker	1199 S Glen meadow Loop		10/2/21
Joseph G. Ey	Joseph G Ey	1192 S. Softwind Loop		10-2-21
George Modrow	George Modrow	1148 S. Softwind Lp		
Dan Koch	Dan Koch	1114 S Softwind Lp		10-2-21
JOAN Scotto	Joan Scotto	1102 S. SOFTWIND Lp		10/02/21
Samantha Valente	Samantha Valente	1070 S. Sofwind Lp		10/3/21
John Valente	John Valente	1070 S. Softwind Lp		10/2/21
John Valente				

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CPA/AA/PUD-21-12
Land Development Division

Attachment: Public input (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties,

Printed Name	Signature	Address	Comment	Date
Patty marcus	Patty Marcus	1179S Glenmeadow loop		10/2/21
Daniel Hinkson	Daniel Hinkson	1234 S Glen Meadow Loop		10-2-21
Allison Hinkson	Allison Hinkson	1234 S Glen Meadow Lp		10-2-21
Rose Davies	Rose Davies	11339 Fieldview Loop		10/2/21
MICHAEL JENNINGS	Michael A Jennings	1115 Southfield Loop		10/2/21
Shirley Marriott	Shirley Marriott	1109 S. Fieldview Loop		10/2/21
John R. Sayers	John R. Sayers	1109 S. Fieldview Loop		10/2/21

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OCT 04 2021
CPA/AA/PUD-21-12
Land Development Division

Attachment: Public input (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties,

Printed Name	Signature	Address	Comment	Date
MICHAEL PLUMB		1427 S. CHATSWORTH PL.		9.17.21

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OCT 04 2021
CPA/AA/PUD-21-12
Land Development

Attachment: Public input (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties,

October 10, 2021

Board of County Commission (BCC)
Citrus County Courthouse
110 N Apopka Ave.
Inverness FL 34461

Planning and Development Comm. (PDC)
Land Development Division
3600 W Sovereign Path, Ste 140
Lecanto FL 34461

Re: Pending Application for CPA/AA/PUD-21-12

Ladies and Gentlemen of the Board(s);

We are residents of Crystal Glen in Citrus County, and are writing to request further review and consideration of the proposed ammendment to the site plan for future development of Crystal Glen (Application CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC).

As property owners of the only developed lots which abut to the newly proposed Fox Trot Rd (Crystal Glen lots 48 and 49), we are requesting that this road not be developed. This road serves no purpose, does not lead anywhere, and is in our immediate back yards. The proposed road will end at the current power line right of way, and is not a residential access road.

Please consider a slight modification to the application plan by leaving Fox Trot Rd. undeveloped.

Thank you for your consideration,

Therese Thomas
Tim Thomas

Tim & Therese Thomas
1419 S Chatsworth PT (Lot 49)
Lecanto FL 34461

tthomas33@gmail.com

Ronald A. Egnot

Ron Egnot
1423 S Chatsworth Pt (Lot 48)
Lecanto FL 34461

ronegnot@gmail.com

CC: Avis Marie Craig, Planning Consultant for Steven Fischer
amarie02@gmail.com

RECEIVED

Attachment: Public Input and applicant response Oct 14 2021 (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties,

Joanna L. Coutu

From: Avis Craig <amarie02@gmail.com>
Sent: Thursday, October 14, 2021 10:59 AM
To: Tim Thomas
Cc: Joanna L. Coutu
Subject: [EXTERNAL]Re: Crystal Glen development change request

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

M/M Thomas & M. Egnot,

I am in receipt of your letter dated 10/10 and emailed to me on 10/11. I have read, and Mr Fischer and I had earlier discussed the matter, and we essentially agree with you. This road was part of the 1987 future planning and provision for such is included in cond 2 of the PUD amendment as pending before the BOCC. I had proposed this condition with reference to access to adjacent unplatted lands to the west be deleted from PUD, partly because of the greater public lands now State Forest lands located to the west that exist today didn't back in 1987, but also since the only immediate ownership to Foxcroft today is an unusual 80' strip of land running north-south, and that land already has direct access to CR 490 on its north end, so the purpose of the west stubout is at best moot. Nevertheless the staff has retained its inclusion in condition 2 at this point.

Furthermore the reality is W. Foxcroft Lane is a platted paper street, platted back in the late 80s as shown as an 80 ft r/w on PB 14, Page 26 in the plat of Crystal Glen, undoubtedly due the PUD condition. Because it is platted, technically as a public R/W, accepted by the county in the plat of record, the county controls it. Since no Crystal Glen lots front directly on, and no future lots planned by Mr Fischer take access from Foxcroft, in any phase of the Crystal Glen PUD, it is not required to be built and I believe it can stay a paper street without purpose, unless the county takes some kind of action.

Attachment: Public Input and applicant response Oct 14 2021 (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties,

Again let me say the developer has no interest in seeing this built and he agrees with you. The only question is what the county is willing to do in this regard.

Sincerely,

Avis Marie Craig, Planning Consultant for Crystal Glen Properties, LLC

Avis Marie Craig, AICP MBA
P.O. Box 568
Lecanto, FL 34460
cell (352) 634-2116
amarie02@gmail.com <mailto:amarie02@gmail.com>

On Mon, Oct 11, 2021 at 3:54 PM Tim Thomas <tthomas08@gmail.com <mailto:tthomas08@gmail.com> > wrote:

Ms. Craig,

Please find attached a copy of a letter that will be mailed tomorrow (Oct.12) to the Citrus County Board of County Commissioners and the Planning and Development Commission.

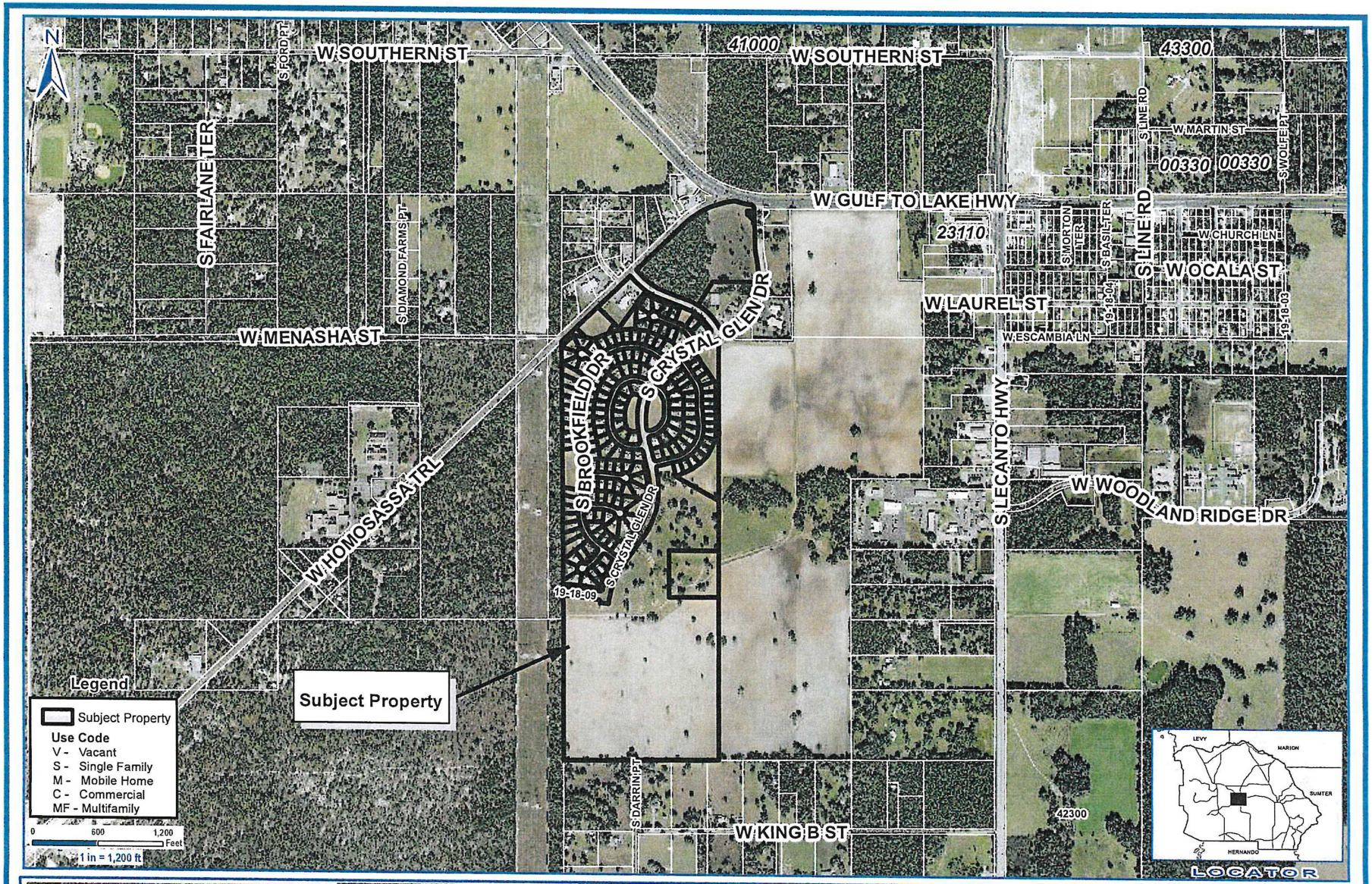
Best Regards,
Tim Thomas

Attachment: Public Input and applicant response Oct 14 2021 (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties,

CPA/AA/PUD-21-12

Steven Fischer for Crystal Glen Properties,LLC

Attachment: BCC Staff presentation (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen



Application #: CPA/AA/PUD-21-12	Applicant: Fischer for Crystal Glen Properties LLC
Proposal: Amend FLUM, LDC Atlas & PUD	Location: Crystal Glen Development and a portion of 3588 W Gulf To Lake Hwy., Lecanto
LDC Atlas: Medium Density Residential District With Mobile Home Allowed (MDR MH) / PDR	S-T-R - 4 & 9-19-18 NW
	Planner Initials: ____ Date: 8/26/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : Susan O'Connell
Date: August 27, 2021
Source: Enterprise Geodatabase
Map Number: SO001185

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 incurred by reliance upon the accuracy or timeliness of this information and the viewing, copying, or distributing of these materials.

Attachment: BCC Staff presentation (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen

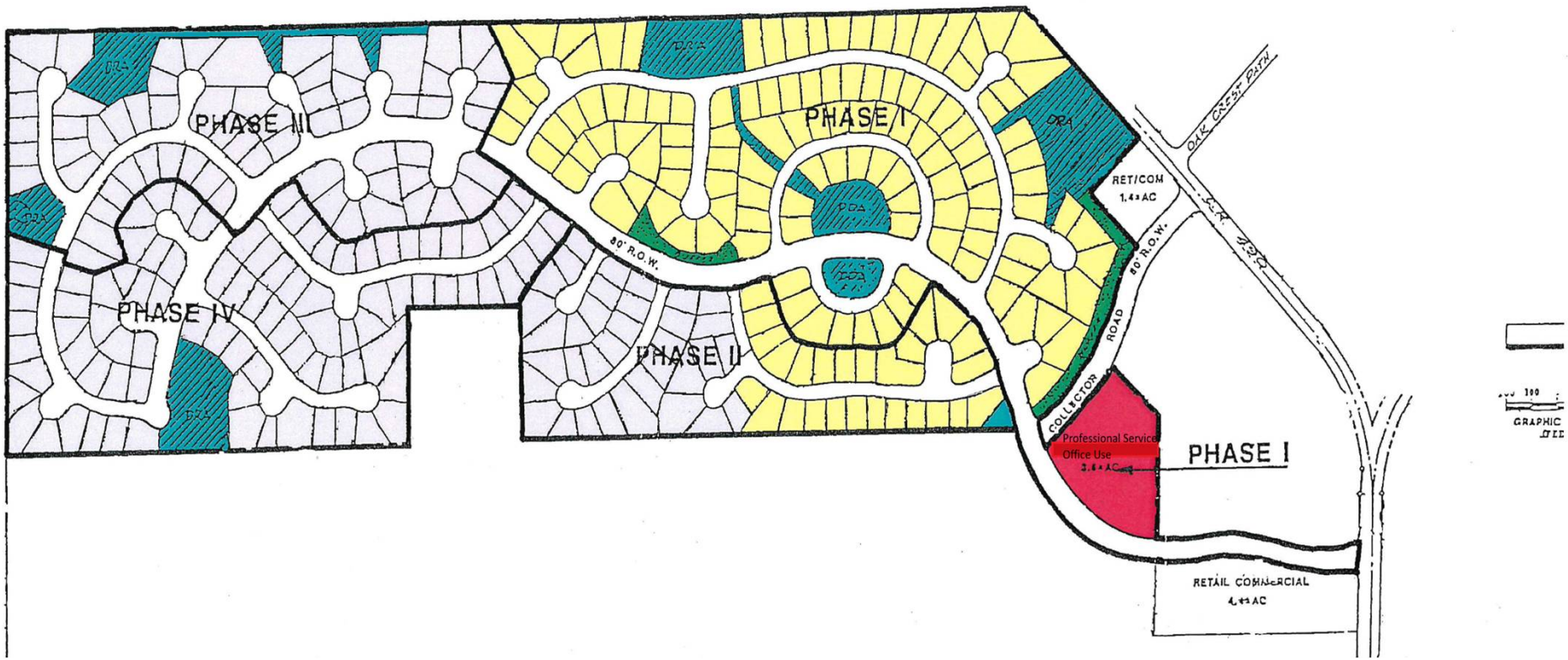
PROJECT PHASING SCHEDULE (RESIDENTIAL ONLY)

Phase I	120	Single Family Lots
Phase II	65	Single Family Lots
Phase III	75	Single Family Lots
Phase Iv	90	Single Family Lots
Totals at Project Build-Out	350	Single Family Lots

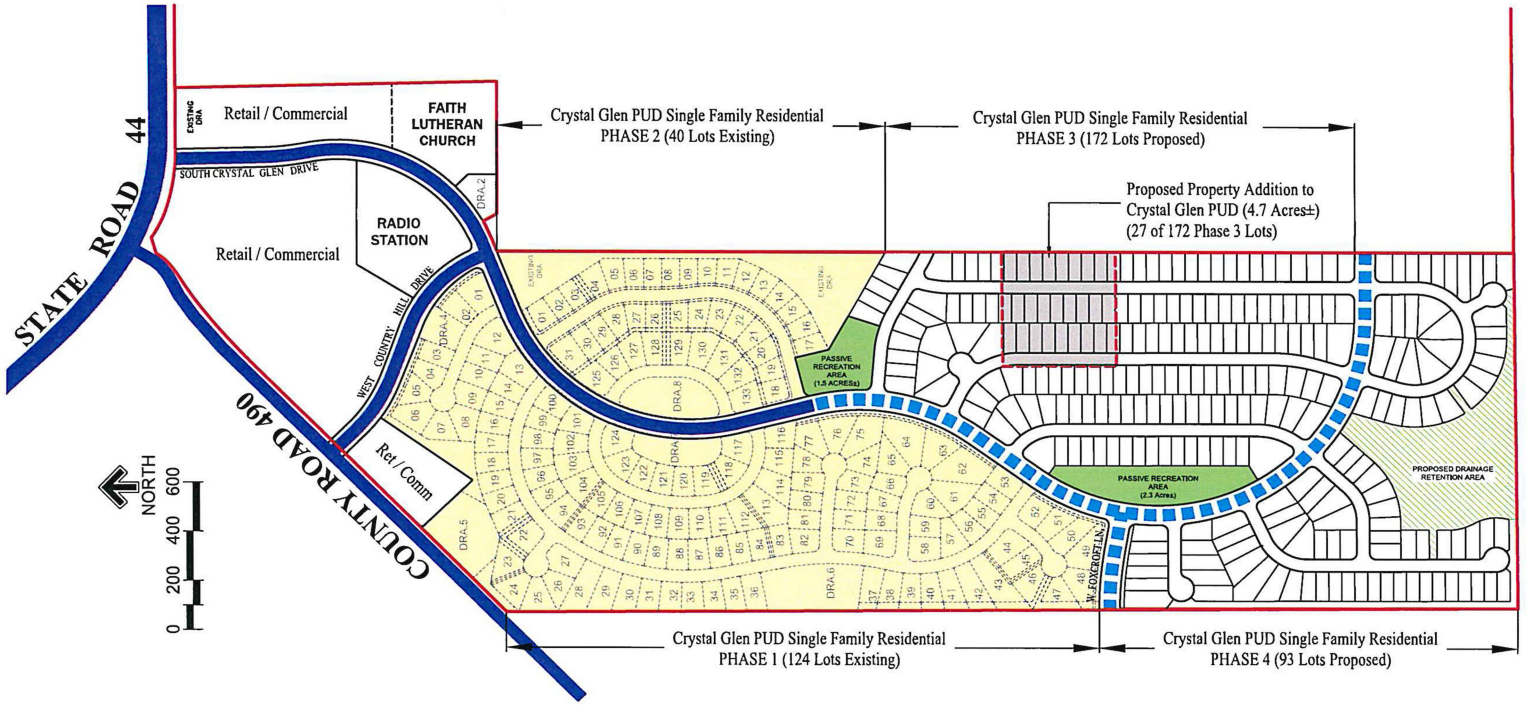
RESIDENTIAL PHASING PLAN

CONCEPT DEVELOPMENT PLAN

Crystal Glen



Attachment: BCC Staff presentation (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen



ROAD LEGEND:

Existing Collector Roadways

Proposed Internal Collector Roads

SITE DATA

The Site Data below reflects only those proposed changes by this application

	CRYSTAL GLEN CURRENT APROVED PUD DATA	CRYSTAL GLEN PROPOSED PUD DATA 2021
SF Residential Lots (existing phase 1 & 2 area)	185	164 (actual # of lots existing)
SF Residential Lots (proposed phases 3 & 4)	165	265
Total SF Residential Lots	350	429
Recreation	3.6 Acres (original recreation complex)	3.8 Acres Passive Recreation Areas
TOTAL SITE AREA	165.3 Acres	170 Acres

Crystal Glen Phase 3 & 4 Proposed Single Family Residential Lot Standards:

- Typical Min. Lot Size 50' x 120' (6,000 sq. ft.)
- Lot Coverage (ISR): 65% (calculated on the entire platted area and not on any individual home site)
- Minimum Single Family Residential Yard / Setbacks
  Front Setback: 20 feet front / 10' side corner lots
  Side Setback: 5 feet
  Rear Setback: 5 feet

PLAN REVISIONS: DESCRIPTION | DATE

PUD MASTER PLAN
Proposed Modification
August 18, 2021

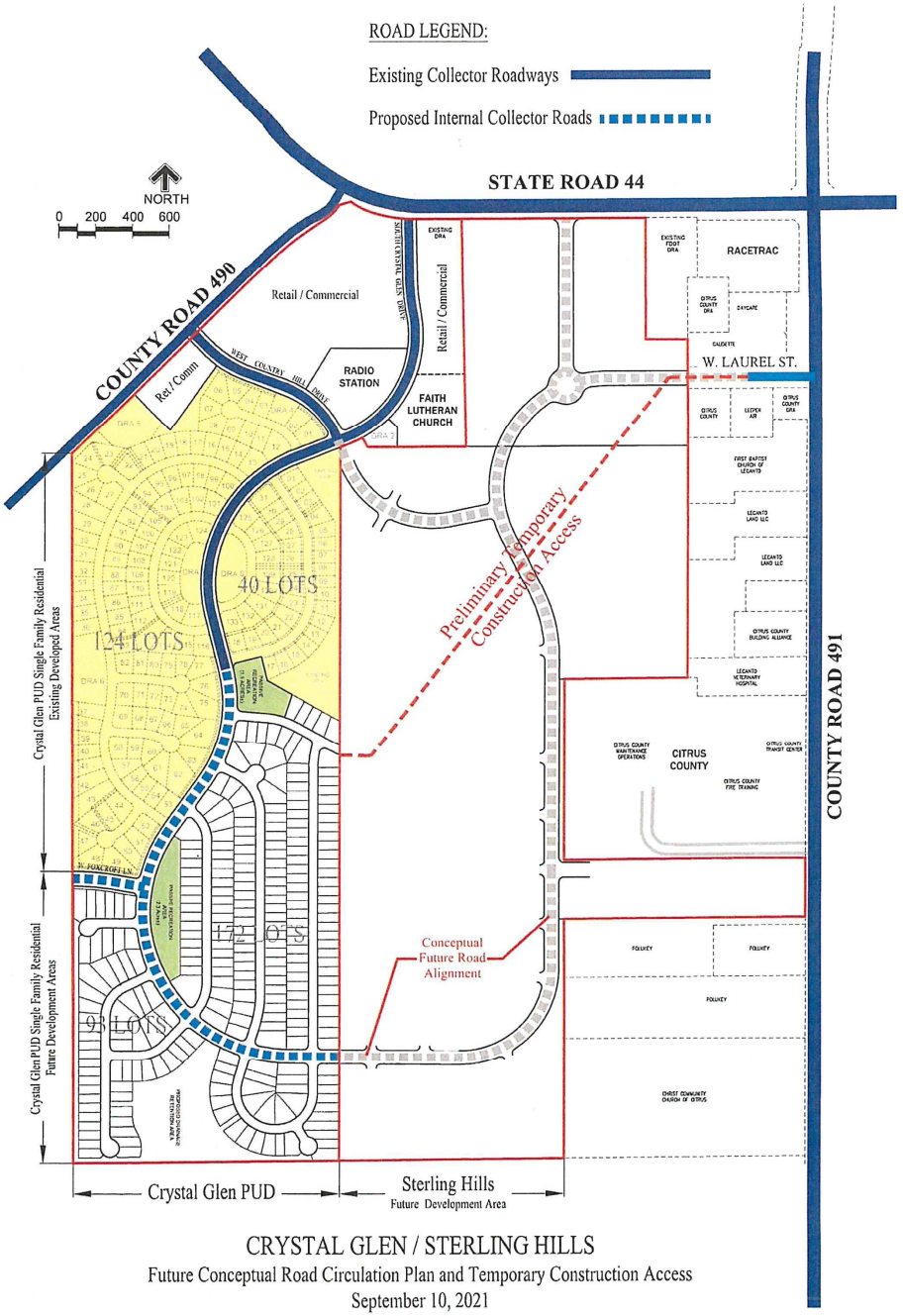
CRYSTAL GLEN
PHASES 3 & 4
LECANTO, FLORIDA
CITRUS COUNTY

Community Land Design, Inc.
Landscape Architecture
1773 East Cleveland Street
Hernando, FL 34442
Phone:352-637-1742
(E) paul@communitylanddesign.com
Paul C. Gibbs
Registered Landscape Architect
#LA0001189
State of Florida
Date:

DRAWN BY:	PCG
DATE:	08/18/21
SCALE:	1"=200'

SHEET
L1 0F 1

Attachment: BCC Staff presentation (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen



CRYSTAL GLEN / STERLING HILLS

Future Conceptual Road Circulation Plan and Temporary Construction Access

September 10, 2021

Attachment: BCC Staff presentation (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen

PM2-21-128

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-21-12
Steven Fischer for Crystal Glen Properties, LLC
DATE: October 11, 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: MDR, Medium Density Residential District To: RMU, Residential Mixed Use District
LAND USE ATLAS MAP REQUEST:	From: MDRMH, Medium Residential District with mobile homes allowed To: PDR, Planned Residential Development AND Amend an existing Planned Unit Development to allow an increase in the overall number of single-family residential lots, with reduced minimum lot sizes, as well as multiple amendments to conditions including traffic study requirements, sidewalks, impervious surface ratio calculation, and access management
LOCATION:	Sections 4 and 9, Township 19 South, Range 18 East; more specifically, the Crystal Glen Master Plan (land use change proposed for a portion of Parcel 14300 lying in Section 9, Township 19 "South, Range 18 East), in the Lecanto area. A complete legal description is on file with the Land Development Division.
ACREAGE:	Approximately 170 acres (total PUD); land use change 4.7 ac
SURROUNDING FUTURE LAND DESIGNATIONS:	North – GNC, General Commercial District South – MDR, Medium Density Residential District East – MDR and GNC Districts West – LDR, Low Density Residential District; and PSO, Professional Services/Office District
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	North – GNC, General Commercial District South – MDRMH, Medium Density Residential District with mobile homes allowed East – MDRMH and GNC Districts West – LDRMH, Low Density Residential District with mobile homes allowed; and PSO, Professional Services/Office District

Attachment: BCC staff report and locator map (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

SURROUNDING EXISTING LAND USES:	North – W. Homosassa Trail (CR-490) and W. Gulf to Lake Highway (SR-44); Vacant and improved commercial lots on opposite side of roadway South – Vacant and improved residential lots East – Vacant acreage (residential and commercial) West – Vacant residential and commercial lands; Electric corridor

CHARACTERISTICS OF THE SUBJECT PROPERTY - According to the *Soil Survey of Citrus County* (1988), the soil types in the area are primarily Lake and Arredondo fine sands (0 to 5 percent slopes. Limitations to building site development are slight. The subject property is located primarily in Flood Zone X, with some A flood zone around the existing drainage retention areas, as found on the Flood Insurance Rate Map 12017C0309D.

BACKGROUND – The majority of the subject property is part of the Crystal Glen Master Plan that was approved in 1987 (Z-87-32) and revised in 2013 (AA-12-05). The residential areas of Phase 1 and a portion of Phase 2 of the Plan have been constructed with single-family residential homes, while Phase 1 (commercial), the remainder of Phase 2, and Phases 3 and 4 remain vacant. This application would add an additional 4.7 acres to the PUD and revise the conditions for Phases 3 and 4 to allow continued residential development.

SUMMARY OF AGENCY COMMENTS: This application is a small-scale CPA, and therefore is not required to petition to State agencies for comment.

SUMMARY OF PUBLIC COMMENTS: Public comments received as of this writing are included in the packet of information for this application. At the PDC meeting, the applicant indicated they had met with homeowners' association and residents of the subdivision. Following those discussions, they offered three additional conditions as outlined below.

REQUEST FOR LAND USE CHANGE

Concurrency

a) Sanitary Sewer – The existing residential units utilize County sewer, and County Utilities has provided confirmation that there is available capacity for this project as proposed.
b) Potable Water – The existing residential units utilize County water, and County Utilities has provided confirmation that there is available capacity for this project as proposed.
c) Solid Waste – The property will continue to utilize commercial solid waste collection with disposal in the Citrus County landfill.
d) Drainage – Phase 2 was developed with on-site stormwater ponds, and platting of the new phases will also require that the applicant meet all applicable stormwater standards for the proposed construction. The applicant is proposing to have impervious surface calculated on a plat-wide basis, so will need to address this additional compensation at the time of platting.

Consistency with Comprehensive Plan – The applicant has provided multiple Objectives and Policies in support of their application, including the following:

Policy 17.2.5 *New development locating in the PSA shall be allowed only when central water and sewer are provided. For new residential land uses, this shall apply to*

Attachment: BCC staff report and locator map (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

developments of four units or greater per acre. Existing development must connect to central water and sewer systems when the services become available. Within the Planned Service Area, all new subdivision plats of 500 or more dwellings shall be required to connect to regional central water and regional central sewer.

Staff comment – The site lies within the Planned Service Area and would connect to regional water and regional sewer with Citrus County Utilities.

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 site appears to have minimum environmental limitations, although it is expected that there are likely to be protected gopher tortoises on the site which will need to be addressed. Regional water and sewer connections are proposed.

Policy 17.3.4 *Residential density allowances will be based on community design criteria and urban service availability. Medium and high density residential developments shall meet County established standards for public facilities, access, and suitability/capability. Central water and sewer facilities will be required for all development of four units per acre or greater…*

Staff comment – The development proposes a density of approximately 3.4 units per acre for the entire residential areas of the PUD, or approximately 3.9 units per acre for Phases 3 and 4 as proposed.

Policy 17.5.5 *All major modifications to existing Planned Developments shall be approved by the BCC through the Atlas Amendment process. This requirement shall also apply to Planned Developments approved by the Planning and Development Review Board (PDRB) or its predecessor in function.*

Staff comment – The application proposes a major modification, which is addressed appropriately through this application which will be considered by both the PDC and the BCC.

Policy 17.15.9 *The County shall establish standards to address compatibility between adjacent land uses and within neighborhoods and larger districts. Compatibility standards shall address at a minimum, land use density, land use intensity, and buffering. Additional standards may include drainage, landscaping, parking, access, lighting, and signage to ensure that new development and redevelopment is consistent with the character of its environs.*

Staff comment - The applicant has proposed conditions and standards to address compatibility with the area.

Attachment: BCC staff report and locator map (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

Policy 17.15.12 *All residential and all commercial development shall provide sidewalks and/or bikeways for convenient access to individual dwelling units, churches, schools, parks, activity centers and other facilities….Local streets serving less than 40 residential units may construct sidewalks along one side of the roadway; all other streets and roadways shall have sidewalks along both sides. Sidewalks shall be at least five feet wide if located along one side of a street and shall be at least four feet wide if located along both sides of a roadway.*

Staff comment - The application has noted that none of the proposed roadways serve more than 40 units. Existing PUD condition #10 requires a sidewalk along one side of the main collector road, and the applicant has proposed to keep this condition.

Impacts on Affordable Housing – The residential units proposed are not expected to meet minimum affordable housing criteria.

Compatibility with Adjacent Land Uses – The site proposes residential land uses as continued phases of an existing PUD. The lots proposed are smaller than those of the developed portion of the PUD, as addressed below, but remain well within allowable density standards.

Environmental – The site is mostly cleared and may have some protected species such as gopher tortoises onsite (see below).

PROPOSED FINDINGS OF FACT – LAND USE CHANGE

1. The request is to re-designate an additional 4.7 acres from MDR to RMU on the Future Land Use Map and from MDRMH to PDR on the Land Development Code Atlas Map, to add this area into the adjacent Crystal Glen PUD.
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 PUD has existing access points onto both SR-44 and CR-490, and these would remain. The application proposes to continue development of the PUD in Phases 3 and 4, while adding additional units. Changes are proposed to existing access management conditions as follows:

- Condition 2: Access to adjacent unplatted lands shall be provided to the west~~, south,~~ and east of the project, at least one of which will be the proposed collector road.

The applicant has noted that the west connection is existing (W Country Hill Drive). It appears the reference to a south connector was to the remaining Phase 3 and 4 areas, as the collector road does not continue further south on the existing master plan.

Attachment: BCC staff report and locator map (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

- Condition 6: ~~The applicant shall prepare a detailed traffic study of SR 44 one quarter mile west of CR 490 to CR 491/SR 44 intersection prior to submission of the preliminary plat. The Developer shall also prepare an improvement plan and construct an[d] redesign of the intersection of CR 490 and SR 44 prior to the request of the first building permit for any commercial establishment on the site.~~

The applicant has proposed removal of this condition, along with the statement, "Note this is no longer applicable as it was before the 4-laning of SR 44, and what was required at the 44/490 intersection was completed back in the 1980s."

- Condition 8 – ~~Acceleration and deceleration lanes shall be provided by the developer, as well as left turn lanes and a traffic signal if warranted by either the Florida Department of Transportation or the Department of Technical Services.~~

The applicant has proposed removal of this condition, along with the statement, "All that was required was accomplished at time of platting of Crystal Glen". Staff disagrees with this statement, as any future commercial development in the commercially-designated area may warrant such improvements. Engineering staff have proposed a rewording of the condition to address this concern as follows:

~~1.~~ At time of development, the applicant will need to provide trip generation rates for the proposed development to determine the need for acceleration, deceleration, and storage lanes in accordance with Section 7190, Auxiliary Lanes, of the LDC.

In response to input from residents, the applicant offered re-instatement of an older condition as follows:

- No residential lots shall have direct access to the collector road, S. Crystal Glen Drive.

At the PDC hearing, the applicant also offered to restrict construction access from the existing subdivision and provided a map indicating construction access would commence from CR-491 via W. Laurel Street. W. Laurel Street was recently improved as part of the CR-491 road improvements and contains commercial designations on either side. It leads to a parcel that is also owned by the applicant and would then be used to access the application site to the west.

- As shown on the plan dated September 10, 2021, a temporary stabilized construction entrance for heavy subdivision construction traffic will be provided from W. Laurel Street and CR-491 rather than from S. Crystal Glen Drive.

Impervious Surface/Stormwater: The existing PUD contains standards of 50% impervious surface ratio (ISR) for the residential lots and 80% for the commercial area. These standards are consistent with the LDC standards for the surrounding land uses of MDR and GNC.

The applicant has proposed to allow impervious surface ratio to be calculated on a plat-wide basis, as well as increasing the allowable maximum coverage from 50% to 65% for this residential area. The plat-wide standard has been utilized on some of the newer PUDs in Citrus County and would require stormwater to be constructed on a maximum basis at the time of each plat. Staff has no concerns with this proposal provided the additional stormwater is accommodated.

Attachment: BCC staff report and locator map (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

Landscaping/Buffers: Buffers and landscaping standards were not addressed in the existing PUD, and with this proposal would continue to default to existing LDC standards.

Residential Density/Lot Sizes/Utilities: The existing PUD proposes a total of 350 units, of which 165 lie in undeveloped Phases 3 and 4. The proposed PUD would increase the number of units to a total of 429, with 265 of them lying in Phases 3 and 4. The following outlines the changes proposed:

	Existing approval	*Proposed by applicant*	*Minimum Lot Size*
Phases 1 and 2 (existing)	*185 units*	*164 units (reflects existing plats)*	*7400 SF (average 9,600 SF)*
Phase 3 and Phase 4	*165 units*	*265 units*	*6000 SF (no average)*
TOTALS	*350 units (2.12 du/ac or 2.8 du/ac in residential area only)*	*429 units (2.52 du/ac or 3.4 du/ac in residential area only)*	

The applicant has noted that not all of the allowable units in Phases 1 and 2 have been constructed, and the platted number of 164 rather than the approved number of 185 units is reflected in this application. The overall proposed density remains less than 3 du/acre, when with regional water and regional sewer the site can accommodate up to 6 du/acre in the RMU land use district.

In order to accommodate these additional units, the applicant has proposed reduced lot sizes. Phases 1 and 2 were constructed with a minimum lot size of 7,400 SF, and an average lot size of 9,600 SF. The new lots are proposed with a minimum lot size of 6,000 SF (50' x 120'), while existing Phases 1 and 2 utilized a minimum lot width standard of 60'.

Following discussions with Crystal Glen residents, at the PDC hearing the applicant noted that the reduced width (less than 60") lots were being designed to be limited to interior areas. As such, the applicant offered a condition to restrict the location of lots less than 60' in width to interior lots that did not abut Crystal Glen:

- No lots less than 60' in width will be placed adjacent to, or directly across a roadway from, existing Phases 1 and 2 of Crystal Glen.

To accommodate the proposed density, the applicant has continued the condition of connection to regional water and regional sewer. The Development Agreement referenced in existing Condition 3 limited development on the site but has since expired. That said, the applicant can continue to contract with County Utilities utilizing an existing development credit pool and can prepare a new Developer's Agreement or similar mechanism at the time of platting to address central utility service on the site.

Setbacks: With the reduced lot sizes, Phase 3 and Phase 4 would also propose reduced building setbacks. Minimum front setbacks would be reduced from 25' to 20' (corner lots could go to 10' on the second front side), and rear setbacks would be reduced from 10' to 5'. Side setbacks would remain unchanged at 5'. These setbacks as proposed are similar with those of other residential PUDs in the County that provide central water and central sewer.

Pedestrian Circulation/Sidewalks: As noted, the PUD includes a condition that a sidewalk must be provided along one side of the collector roadway. The applicant is proposing to continue this condition and specify that local roadways will also provide a sidewalk along one side.

Attachment: BCC staff report and locator map (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

Recreation/Open Space: The original PUD contained a recreational complex that was modified in 2013 from recreation area to professional services/office use with a telecommunication tower (Ordinance 2013-A03). The applicant has proposed two passive recreation sites on the new plan.

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 approve, 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.** *Residential uses are proposed that are consistent with those uses contained within the existing Master Plan.*

B. **Any development approved through the PUD application process, which is not designated a use in the respective land use district for the subject PUD parcel, shall be compatible with established or planned uses both within the development footprint and surrounding neighborhoods and property.** *The application proposes single-family residential uses adjacent to existing single-family residential uses. The lots as proposed would generally be smaller than those of the developed area, with only a minimal increase in overall residential density. As such, the uses appear to be compatible with the PUD 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.** *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.*

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.**

Attachment: BCC staff report and locator map (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

2. **Turf grasses and landscape vegetation shall be common to the area and drought tolerant.**
The existing PUD follows LDC standards, including 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.** *Setbacks and density are proposed for amendment with the new areas, while still complying with LDC and Comprehensive Plan standards. The setbacks and lot sizes proposed are consistent with other residential PUDs in the County.*

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 revised site plan date-stamped August 19, 2021, as well as an accompanying narrative description and proposed conditions.*

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 October 7, 2021. The PDC recommended approval with the revised conditions of the proposed 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 establish a 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.

1. The development approval is limited to ~~350~~ 429 dwelling units, ~~a recreational complex~~ two passive recreation sites, and 223,500 square feet of commercial space.

2. Access to adjacent unplatted lands shall be provided to the west~~, south~~, and east of the project, at least one of which will be the proposed collector road.

~~3. A Development Agreement with the County Utilities Division for the provision of central water and central sewer to the development shall be signed and executed prior to any preliminary plat submittals.~~

3. A developer's agreement or similar mechanism with Citrus County Utilities will take place as part of the platting process for Phases 3 and 4.

Attachment: BCC staff report and locator map (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

4. The minimum dimensional requirements for Phase 1 and 2 of this development shall be as follows:

	Single Family Residential	Retail/ Commercial
Minimum Lot Area	7200 Sq. Ft.	N/A
Minimum Lot Width	60 Feet	N/A
Maximum Lot Coverage (including Accessory Structures)	50%	80%
A. Other Permitted Uses	---	---
Maximum Building Height	2 stories Not to Exceed 30 Feet	42 feet
Minimum Yard Requirements:		
A. Front	25 Feet	25 Feet
B. Sides	5 Feet	10 Feet
C. Rear	10 Feet	10 Feet
Other Permitted Uses		
1. Front	25 Feet	25 Feet
2. Sides	25 Feet	10 Feet
3. Rear	25 Feet	20 Feet

~~No functional setbacks shall apply under the terms of Section 2202, except for frontages along SR-44 and C-490.~~

5. The minimum dimensional requirements for the residential areas of Phases 3 and 4 of this development shall be as follows:

	Single Family Residential
Minimum Lot Area	6000 Sq. Ft.
Minimum Lot Width	50 Feet
Maximum Lot Coverage* (including Accessory Structures)	65%

- Computed cumulatively on the overall platted area, and not on an individual lot basis.

Maximum Building Height	2 stories Not to Exceed 30 Feet
Minimum Yard Requirements:	
A. Front	20 Feet
B. Sides	5 Feet
C. Rear	5 Feet

Attachment: BCC staff report and locator map (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

Other Permitted Uses

A.	Front	25 Feet
B.	Sides	25 Feet
C.	Rear	25 Feet

~~5. Not withstanding the above, the average lot area in each phase shall be not less than 9,600 square feet and a note shall be added to each plat to this effect.~~

6. Open space shall be increased to 5% of the total residential area to be developed.

7. No direct access shall be permitted for the proposed commercial developments onto C-490 or SR-44.

~~8. Acceleration and deceleration lanes shall be provided by the developer, as well as left turn lanes and a traffic signal if warranted by either the Florida Department of Transportation or the Department of Public Works.~~

8. At time of development, the applicant will need to provide trip generation rates for the proposed development to determine the need for acceleration, deceleration, and storage lanes in accordance with Section 7190, Auxiliary Lanes, of the LDC.

9. A sidewalk, constructed according to the ~~Public Works manual~~ LDC standards, shall be located along one (1) side of the main collector road and neighborhood streets.

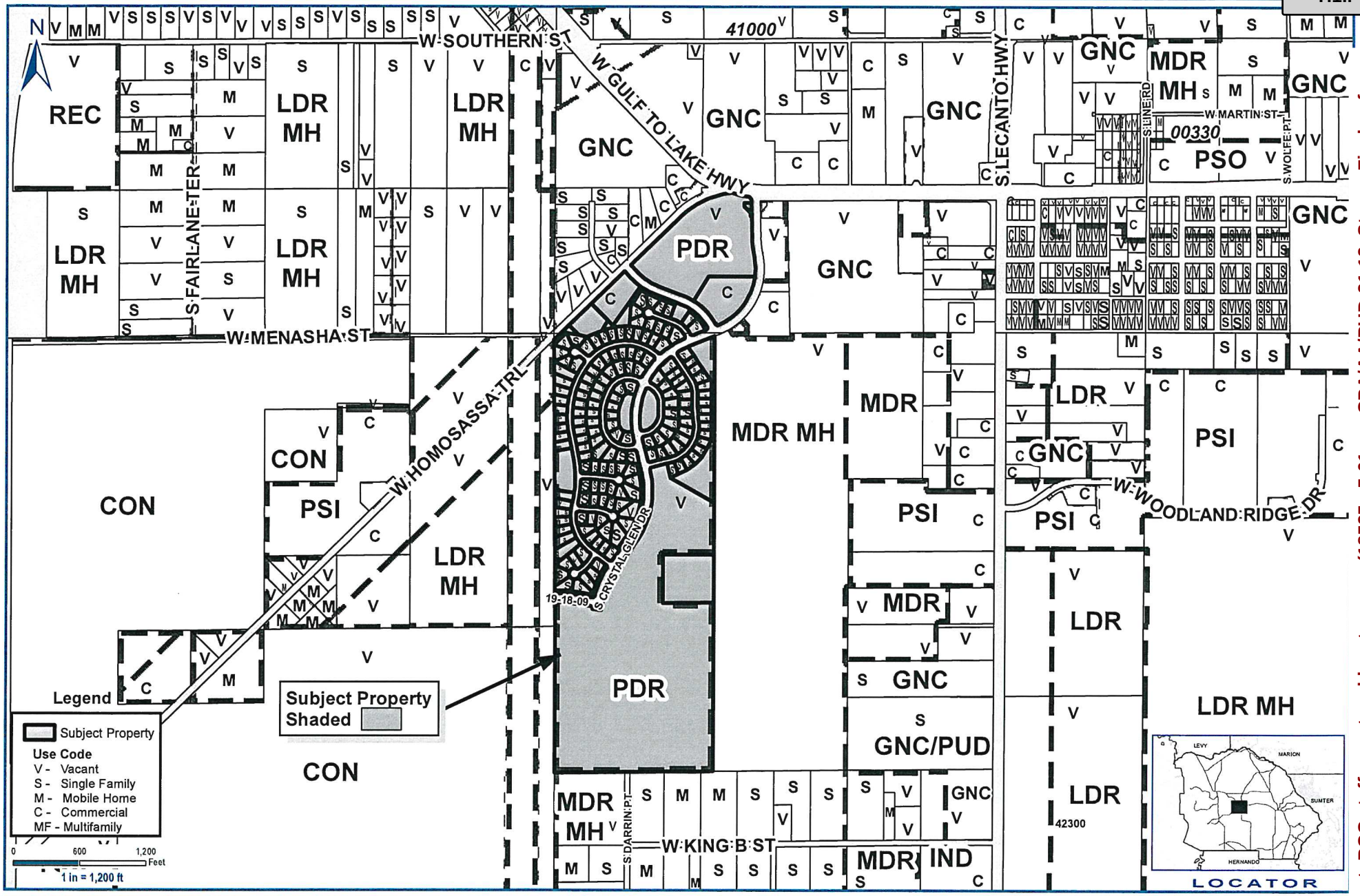
10. No residential lots shall have direct access to the collector road, S. Crystal Glen Drive.

11. As shown on the plan dated September 10, 2021, a temporary stabilized construction entrance for heavy subdivision construction traffic will be provided from W. Laurel Street and CR-491 rather than from S. Crystal Glen Drive.

12. No lots less than 60' in width will be placed adjacent to, or directly across a roadway from, existing Phases 1 and 2 of Crystal Glen.

JLC/cb

Attachment: BCC staff report and locator map (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)



Application #: CPA/AA/PUD-21-12	**Applicant: Fischer for Crystal Glen Properties LLC**
Proposal: Amend FLUM, LDC Atlas & PUD	**Location: Crystal Glen Development and a portion of 3588 W Gulf To Lake Hwy., Lecanto**
LDC Atlas: Medium Density Residential District With Mobile Home Allowed (MDR MH)	**S-T-R - 4 & 9-19-18 NW**

Planner Initials: _____ **Date:** _____

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : Susan O'Connell
Date: August 27, 2021
Source: Enterprise Geodatabase
Map Number: SO001183

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is printed. However, all information provided must be independently verified by the user.

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Attachment: BCC staff report and locator map (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for

LAW OFFICE OF
CLARK A. STILLWELL, LLC
ATTORNEY AT LAW

BANK OF INVERNESS BUILDING
320 U.S. HIGHWAY 41 SOUTH
INVERNESS, FLORIDA 34450

TELEPHONE: (352) 726-6767
FAX: (352) 726-8283
caslaw@tampabay.rr.com

MAILING ADDRESS:
POST OFFICE BOX 250
INVERNESS, FLORIDA 34451

MEMORANDUM

TO: **Joanna Coutu**

FROM: **Clark A. Stillwell, Esquire**
Law Office of Clark A. Stillwell, LLC

RE: **Crystal Glen PUD**
CPA/AA/PUD-21-12

DATE: **October 18, 2021**

Joanna:

Attached is an updated PUD map. Please include in the file. We'll add it to the power point.

CAS/cv
Enclosure
cc: Client
Avis Craig

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OCT 18 2021
Land Development Division

Attachment: Site Plan submitted Oct 18 2021 (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

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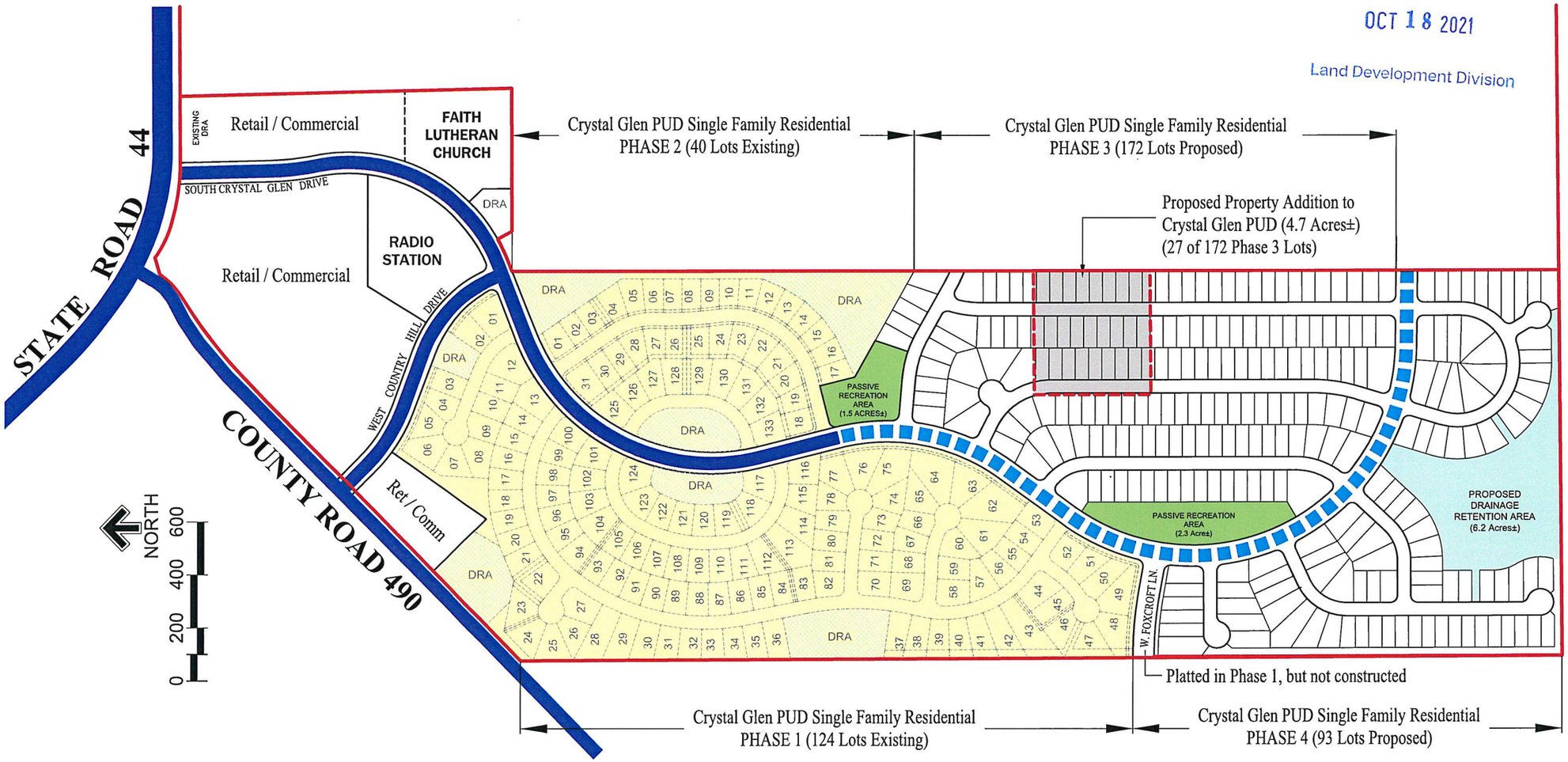
OCT 18 2021
Land Development Division



ROAD LEGEND:

Existing Collector Roadways

Proposed Internal Collector Roads

SITE DATA

The Site Data below reflects only those proposed changes by this application

	CRYSTAL GLEN CURRENT APROVED PUD DATA	CRYSTAL GLEN PROPOSED PUD DATA 2021
SF Residential Lots (existing phase 1 & 2 area)	185	164 (actual # of lots existing)
SF Residential Lots (proposed phases 3 & 4)	165	265
Total SF Residential Lots	350	429
Recreation	3.6 Acres (original recreation complex)	3.8 Acres Passive Recreation Areas
TOTAL SITE AREA	165.3 Acres	170 Acres

Crystal Glen Phase 3 & 4 Proposed Single Family Residential Lot Standards:

- Typical Min. Lot Size 50' x 120' (6,000 sq. ft.)
- Lot Coverage (ISR): 65% (calculated on the entire platted area and not on any individual home site)
- Minimum Single Family Residential Yard / Setbacks
  Front Setback: 20 feet front / 10' side corner lots
  Side Setback: 5 feet
  Rear Setback: 5 feet

PLAN REVISIONS:

DATE	DESCRIPTION
10/18/21	HIGHLIGHTED EXISTING AND PROPOSED DRAS; LABELED W. FOXCROFT LANE

PUD MASTER PLAN
Proposed Modification
August 18, 2021

CRYSTAL GLEN
PHASES 3 & 4
LECANTO, FLORIDA
CITRUS COUNTY

Community Land Design, Inc.
Landscape Architecture
1773 East Cleveland Street
Hernando, FL 34442
Phone:352-637-1742
(E): pauldd2000@tampabay.rr.com

Paul C. Gibbs
Registered Landscape Architect
#LA0001189
State of Florida
Date:

DRAWN BY:	PCG
DATE:	08/18/21
SCALE:	1"=200'

SHEET
L1 0F 1

Attachment: Site Plan submitted Oct 18 2021 (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

CRYSTAL GLEN (PH 3&4) PUD AMENDMENT

CPA/AA/PUD 21-12

September 2021

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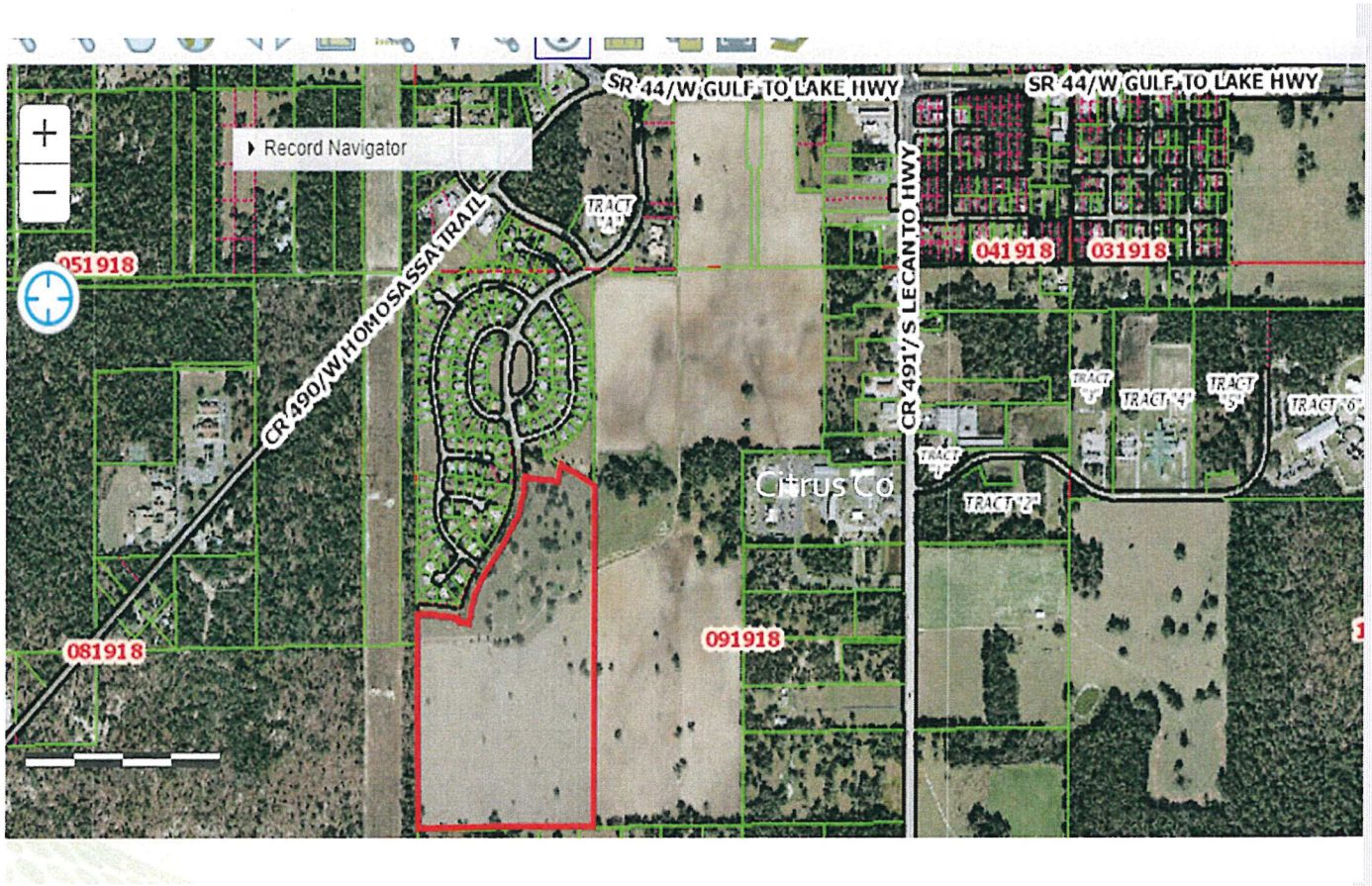
Locational Map



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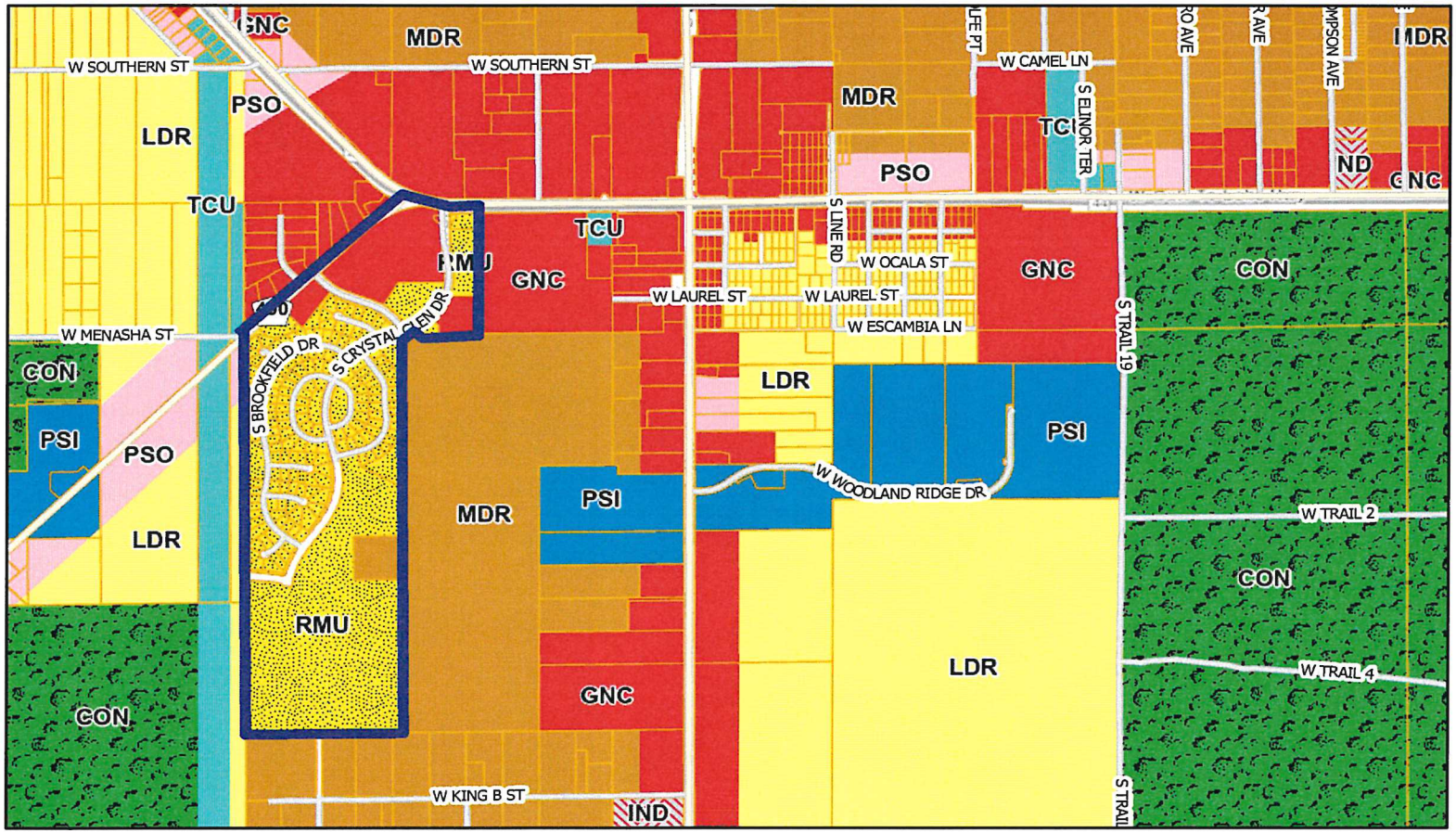
Citrus Co Comprehensive Plan – Land Uses

Land Use Map



8/17/2021, 1:49:58 PM

Landuse

- CONSERVATION
- GENERAL COMMERCIAL
- INDUSTRIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- PUBLIC/SEMI-PUBLIC INSTITUTION
- PROFESSIONAL SERVICE & OFFICE
- RESIDENTIAL MIXED USE

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri

Citrus County

Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

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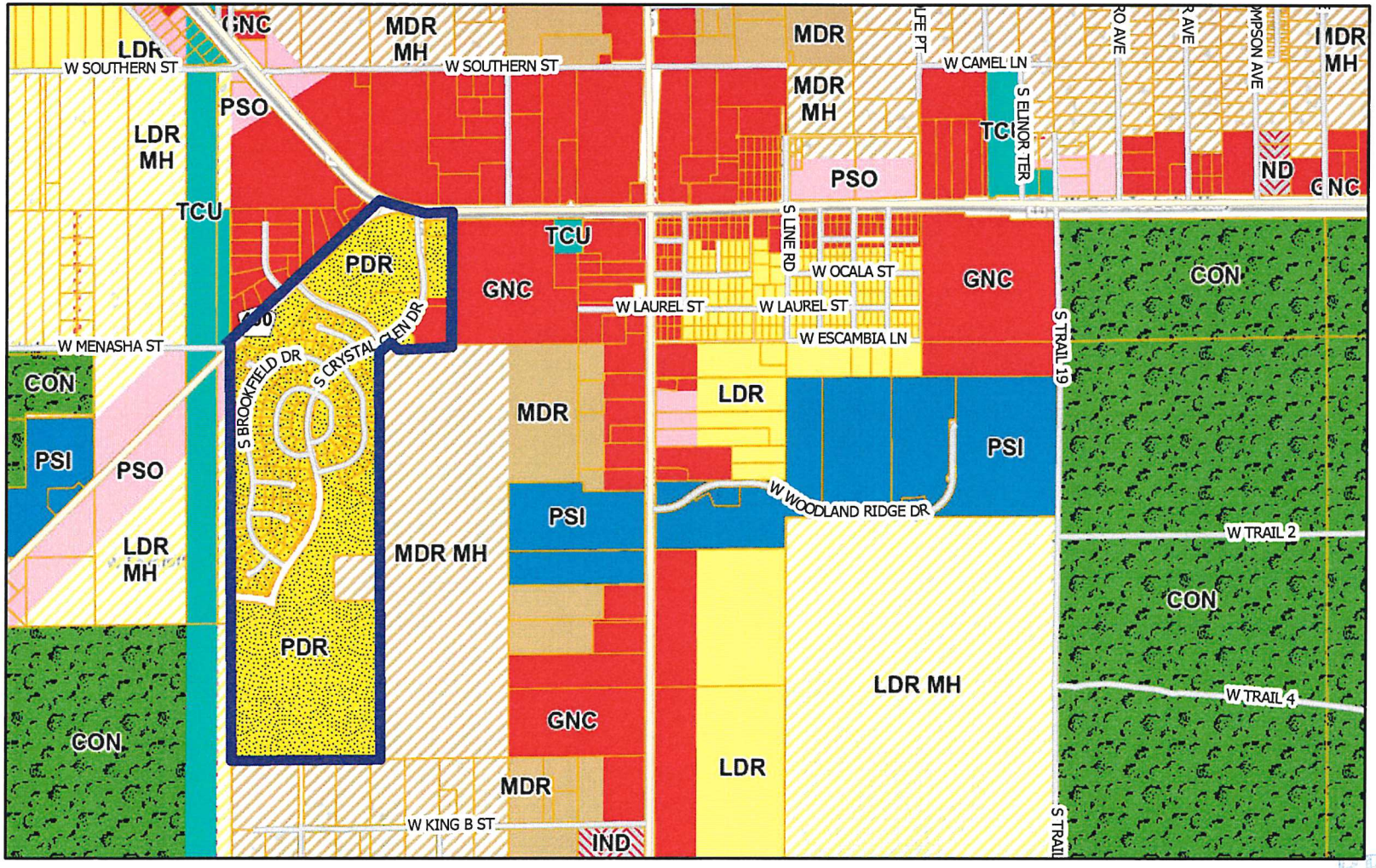
Citrus County Land Development Code Atlas

Zoning Map



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Zoning

- CONSERVATION
- GENERAL COMMERCIAL
- INDUSTRIAL
- LOW DENSITY RESIDENTIAL
- LOW DENSITY RES - MH ALLOWED
- MEDIUM DENSITY RESIDENTIAL
- MEDIUM DENSTY RES - MH ALLOWED
- PLANNED DEVELOP. RESIDENTIAL

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

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Citrus County

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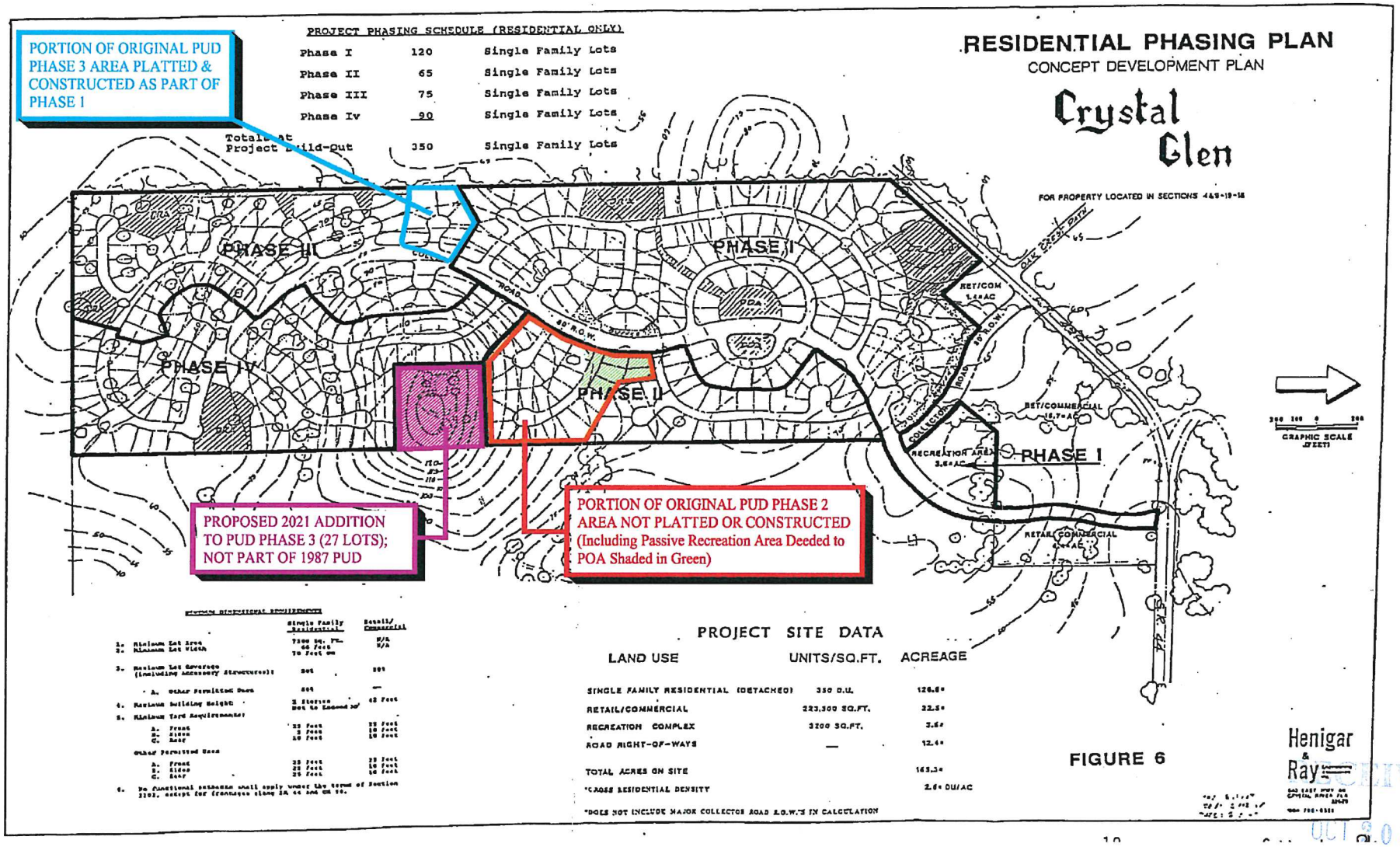
OCT 20 2021
Development Division

Attachment: Applicant Presentation (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen

1987 APPROVED PUD PLAN



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OCT 20 2021

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C. G. PUD COMPARISON-ORIG &PROPOSED

	EXISTING PUD		PROPOSED PUD	
	Appr. Z-87-32	Act Permitted	2021	Chg.
PH 1&2	185	164	164	-21
PH 3&4	165	186(future)	238	+52
True Comp	350	350	402	+52
5 ac + (Ph3)	n/a	-	27	+27
TOTALS	350		429	+79

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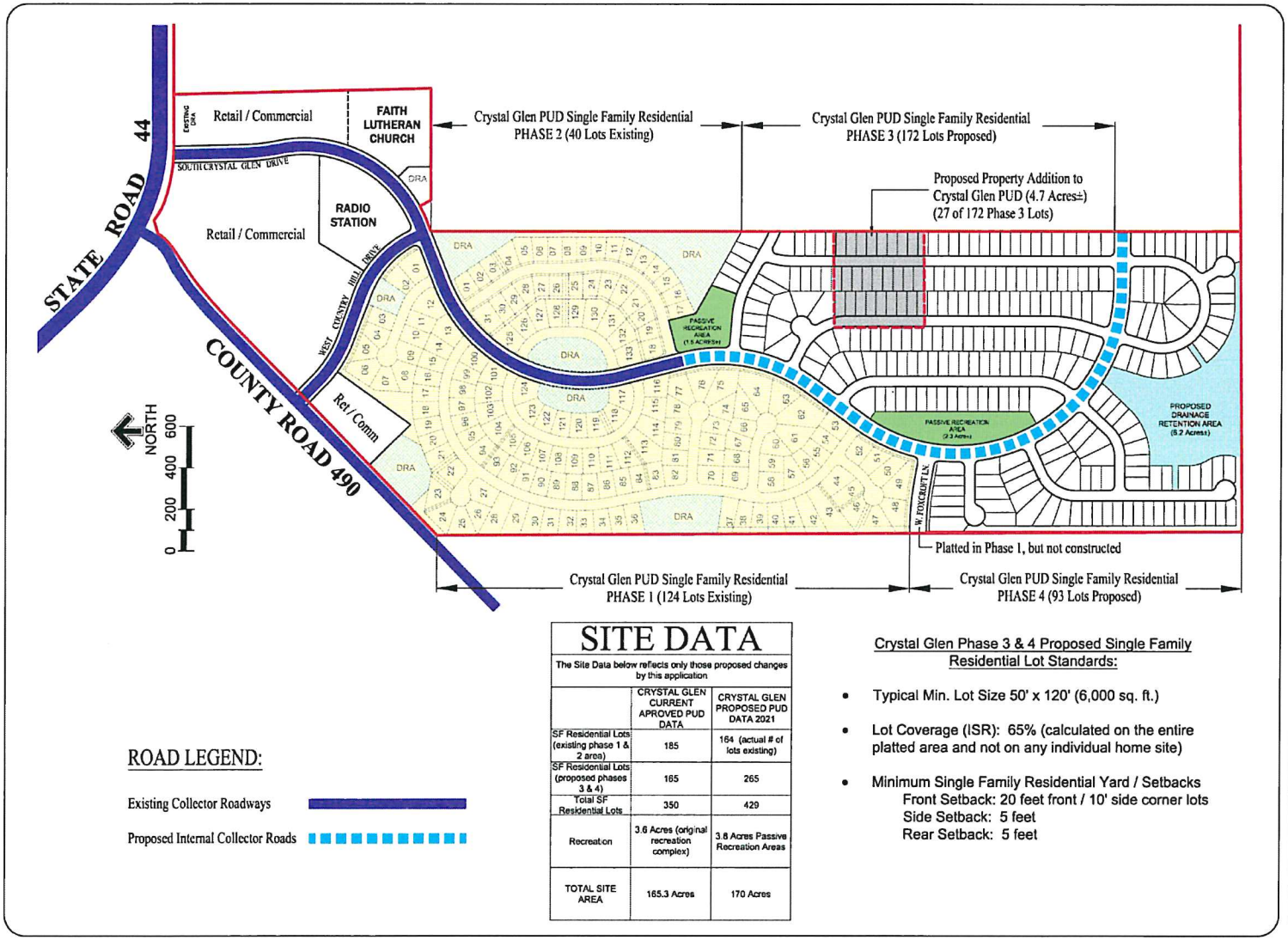
OCT 20 2021
Land Develop

Attachment: Applicant Presentation (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen

PROPOSED 2021 PUD PLAN



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TOTAL SITE AREA	165.3 Acres	170 Acres

ROAD LEGEND:

Existing Collector Roadways

Proposed Internal Collector Roads

Crystal Glen Phase 3 & 4 Proposed Single Family Residential Lot Standards:

- Typical Min. Lot Size 50' x 120' (6,000 sq. ft.)
- Lot Coverage (ISR): 65% (calculated on the entire platted area and not on any individual home site)
- Minimum Single Family Residential Yard / Setbacks
  Front Setback: 20 feet front / 10' side corner lots
  Side Setback: 5 feet
  Rear Setback: 5 feet

PLAN REVISIONS

DATE	DESCRIPTION
10-18-21	ADDED EXISTING AND PROPOSED DATA, LABELED W. FOXCROFT LANE

PUD MASTER PLAN
Proposed Modification
August 18, 2021

CRYSTAL GLEN
PHASES 3 & 4
LECANTO, FLORIDA
CITRUS COUNTY

Community Land Design, Inc.
Landscape Architecture
1773 East Cleveland Street
Hernando, FL 34442
Phone: 352-637-1742

Paul C. Gibbs
Registered Landscape Architect
#LA0001168
State of Florida
Date:

DRAWN BY: PCG
DATE: 08/18/21
SCALE: 1"=200'

SHEET
L1 OF 1

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Attachment: Applicant Presentation (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen

REPRESENTATIVE HOMES

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ACTUAL PHOTO – CCPA FILES EXISTING CG HOME

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17 HOMES 40' WIDE BUILT IN CR GLEN PH 1 & 2

BUILT IN 2015-2020 AT THE FOLLOWING ADDRESS LOCATIONS IN PHASES 1 & 2:

- **ON S. GLEN MEADOW LOOP – 12 HOMES**
  1100, 1034, 1067, 1068, 1159, 1163, 1179, 1180, 1183, 1199, 1200, 1207
- **ON W. CHADWICK CT. – 4 HOMES**
  3952, 3957, 3964, 3969
- **ON S. BROOKFIELD DR. - 1 HOME**
  1137

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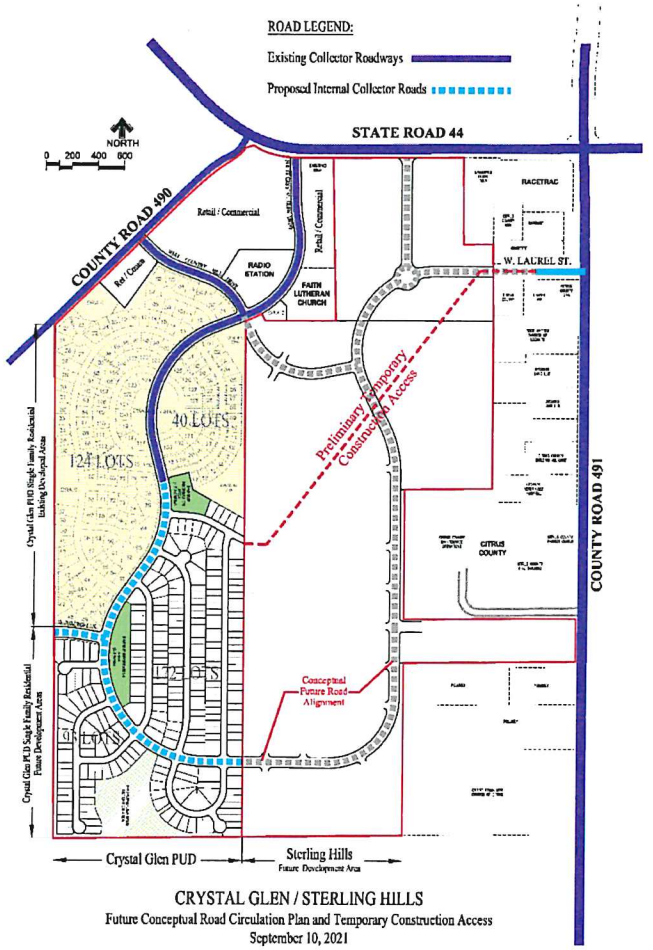
Crystal Glen – Future Connections & Temp Constr. Entrance



CRYSTAL GLEN / STERLING HILLS
Future Conceptual Road Circulation Plan and Temporary Construction Access
September 10, 2021

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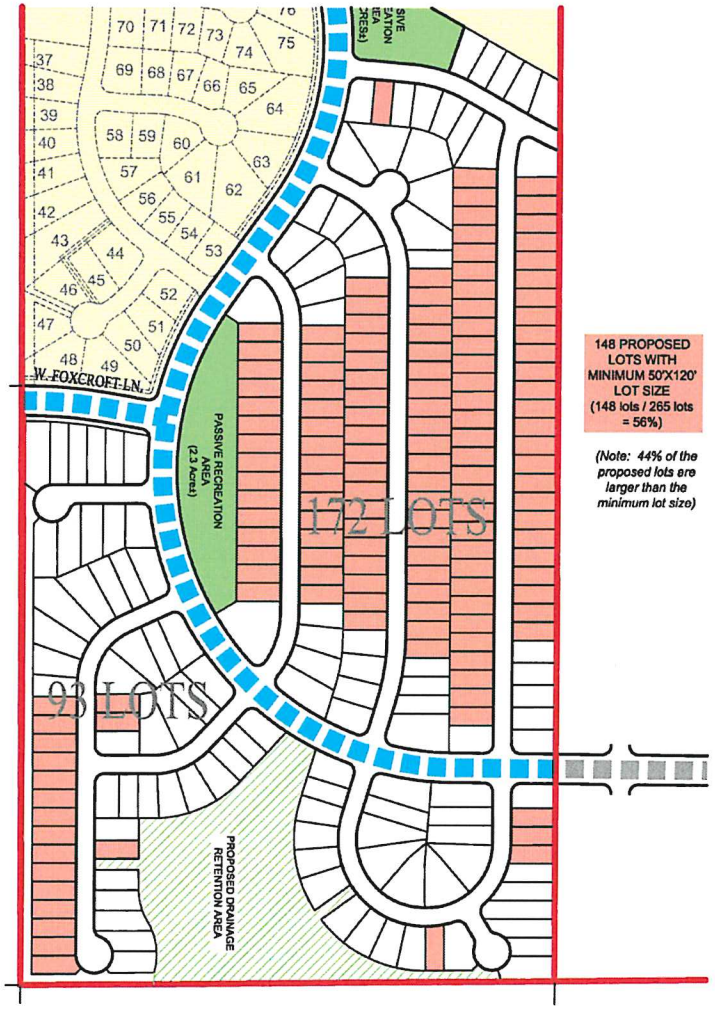
Smaller Lots Relationship to Existing Crystal Glen

Ph 3 & 4 Location of Smaller lots →



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3. MARKET CONDITIONS HAVE CHANGED
   SINCE 1987. SMALLER LOTS ARE
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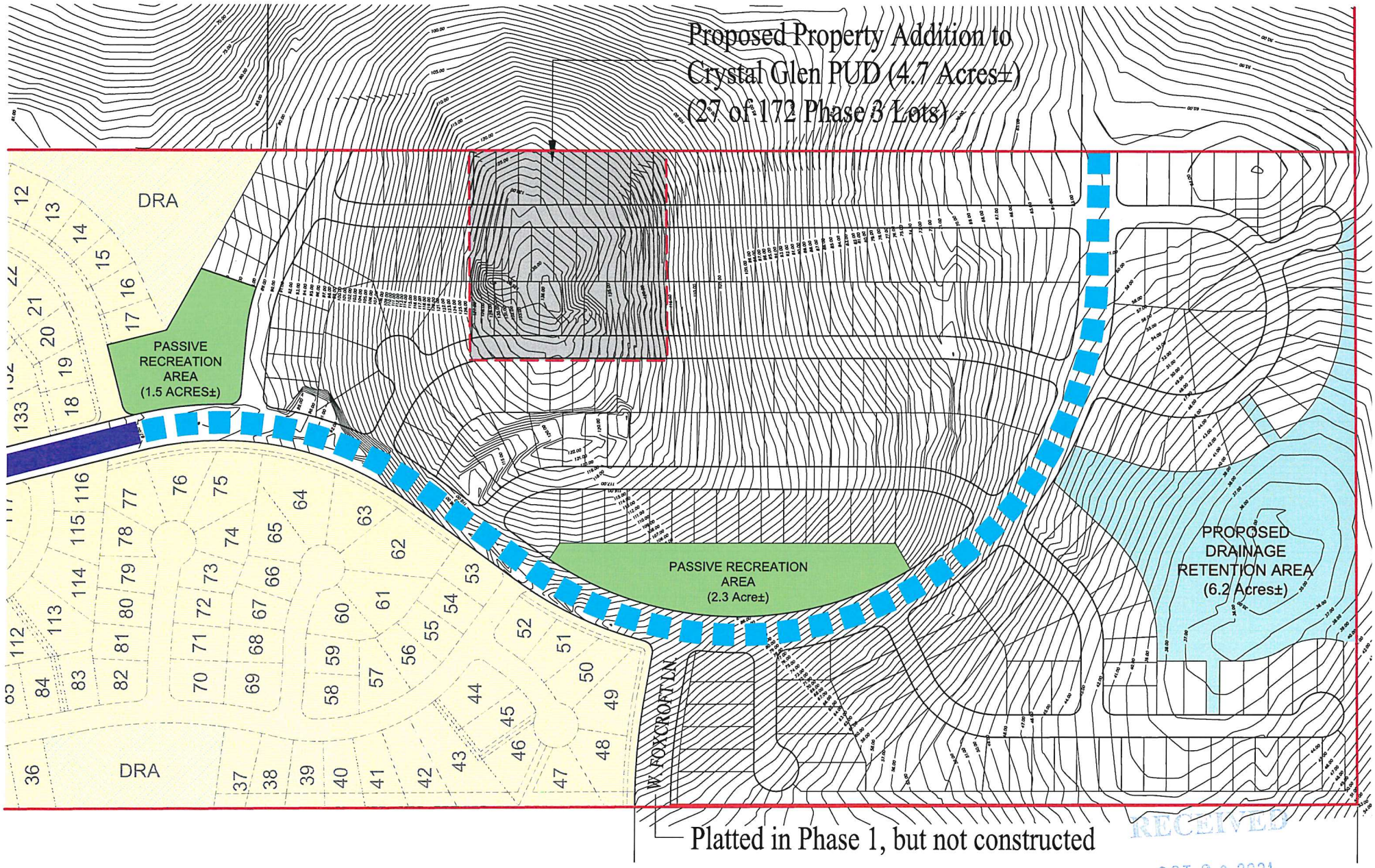

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QUESTIONS ?

THANK YOU

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Land Development Division

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28OCT21

After obtaining and reveiwing documents regarding a land use application CPA/AA/PUD-21-12 submitted to Citrus County I would like to submit this letter with some concerns that I feel should be considered prior to approval of this application.

The overall effect of the PUD is positive and will doubtless create high quality living spaces for those within the PUD. Public water, sewage, road access, traffic impact, recreational space, communications and electricity availability are all provided for. Available commercial land nearby will increase the appeal of the PUD for investors to create businesses to service the needs of the PUD locally.

My primary concern is the large change in the ISR allowed in the plan versus the previously approved 1987 ISR. The proposed DRA shown on the southern boundary of the PUD is large and positioned downhill from most of the proposed lots in the PUD. It will surely be adequate for the normally encountered runoff if properly engineered.

Documentation within the plan refers to the primary soil types as Lake and Arredondo fine sands with low slopes. From my experience these soil types are typically absorptive of rainfall up to about 2 inches over 24 hours if not covered by impermeable surfaces. With an ISR of 65% per the PUD Master Plan of 18AUG21 and the slopes exceeding 5% in portions of the PUD runoff can be expected to by flashy. Unusual weather events such as hurricane passage over Citrus County could result in very large quantities of stormwater arriving on the site and overwhelming the capacity of the DRA to fully capture it.

Existing homesites south of the proposed DRA may suffer flooding due to the increased runoff generated by a build out of the PUD.

I would suggest that the stormwater system and DRA be carefully engineered and considered with the above in mind. Homeowners that I have spoken to in the area can attest to excess water at the surface in recent years under currently existing land and rainfall conditions.

Recent precedent for the above scenario is provided by hurricanes of sufficient intensity passing over the Citrus County Jail facility and overwhelming the DRA there causing downslope water movement and flooding on homesites. In the settlement that followed at least two homesites were awarded a combined $100,000 by the county. Pictures taken at the time by one of the affected parties showed water moving over an engineered spillway onto their property.

An additional consideration regarding the above is the future plans for the adjacent 132 acres of land east of the PUD that may also be

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Land Develo

Attachment: Public input (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

developed for residential purposes in the future. Hopefully runoff from any future development here will be directed elsewhere or if directed into the PUD is adequately accounted for in the current planning.

Paul A. Daugherty

Paul A Daugherty

352-445-8305

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CPA-AA-PUD-21-12
Land Development Division

John O'Connor

352-302-3443

Attachment: Public input (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

Joanna L. Coutu

From: Cynthia L. Jones
Sent: Tuesday, October 26, 2021 4:31 PM
To: Joanna L. Coutu
Cc: Brian C. Kauffman
Subject: RE: Crystal Glen - construction entrance

Joanna,

I have discussed this project and the use of the W Laurel St right of way as a construction entrance with Brian. The Engineering Division has no objection to this request with the following condition:

At time of permitting the applicant would need to submit a Stormwater Pollution Prevention Plan (SWPPP) in accordance with Section 6220.X.15. If the construction entrance and soil tracking measures are located on the County right of way it would require a right of way utilization permit.

Sincerely,

Cynthia L. Jones, E.I.

Engineer I

Engineering Division

Attachment: Engineering Division comments (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

T1

Board of County Commissioners
Speakers Form

T.1.n

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 110921

Name: Bob Bennett

Address: 1312 S Brookfield Dr
Lecanto

Telephone #: 8165060244

Item to be Addressed: _____

Attachment: Public Speaker Forms for item T1 (18525 :

T1

Board of County Commissioners
Speakers Form

T.1.n

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 11/09/21

Name: Douglas Lay

Address: 1205 S Brookfield Drive
Lecanto FL 34461

Telephone #: 302-624-0989

Item to be Addressed: Crystal Glen PUD Application

Attachment: Public Speaker Forms for item T1 (18525 :

T1

Board of County Commissioners
Speakers Form

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When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 11/9/21

Name: John O'Connor

Address: 3835 West King B Street
Lecanto FLA

Telephone #: 352-302-3443

Item to be Addressed: _____

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Board of County Commissioners
Speakers Form

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Please Print

Date: 09 NOV 21

Name: Paul A. Daugherty

Address: 3481 W. King B Street
Lecanto, FL 34461

Telephone #: 352-445-8305

Item to be Addressed: Concerns regarding stormwater runoff

Attachment: Public Speaker Forms for item T1 (18525 :

T1

T.1.n

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: 11-9-21

Name: Therese Thomas

Address: 1419 S. Chatsworth Pt
Lecanto

Telephone #: 231-233-2548

Item to be Addressed:

Attachment: Public Speaker Forms for item T1 (18525 :

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NOV 08 2021

ADDITIONAL INFORMATION
ITEM T1 DATE 11-9-21

To whom it may concern,

This letter is to address Crystal glen expansion CPA/AA/PUD-21-12

My wife and I are one of the properties that directly backs up to the proposed DRA of this expansion.

My main concern is flooding we have on our back pasture during the rainy season. In years past the flooding would stay with in a 200yrd x 200yrd x 4ft deep hole however, over the last year the current farmers have filled in this hole. Due to this we have seen that same area expand by 2 to 3 times and this is without the building of homes or roads on the above expansion listed above.

We are not at all against the expansion as per the original pud in 1987.

After attending the last County Meeting we were informed that property owner has proposed to change the properties to subdivide to multiple units, almost doubling the capacity of the this phase.

WE ARE DEFINITLY OPPOSED TO THE FOLLOWING:

The extra units above and beyond the original would mean even more run off.

If the county is willing to go back and change the code for this developer, then all Citrus County residents that the county took away their ability to sub divide should also be reinstated to the current property owner.

It was brought up at the County meeting that we the property owners/ residents effected by this expansion should not deny the Developer the ability to make up for his losses. With this logic then all residents should be given the ability to sub divide to make up for their losses.

Thank you for your time and attention in this matter.

Sincerely,

John and Tiffany O'Connor

11/05/2021

Attachment: Additional Information for item T1 (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for Crystal Glen Properties, LLC)

CRYSTAL GLEN (PH 3&4) PUD AMENDMENT

CPA/AA/PUD 21-12

September 2021

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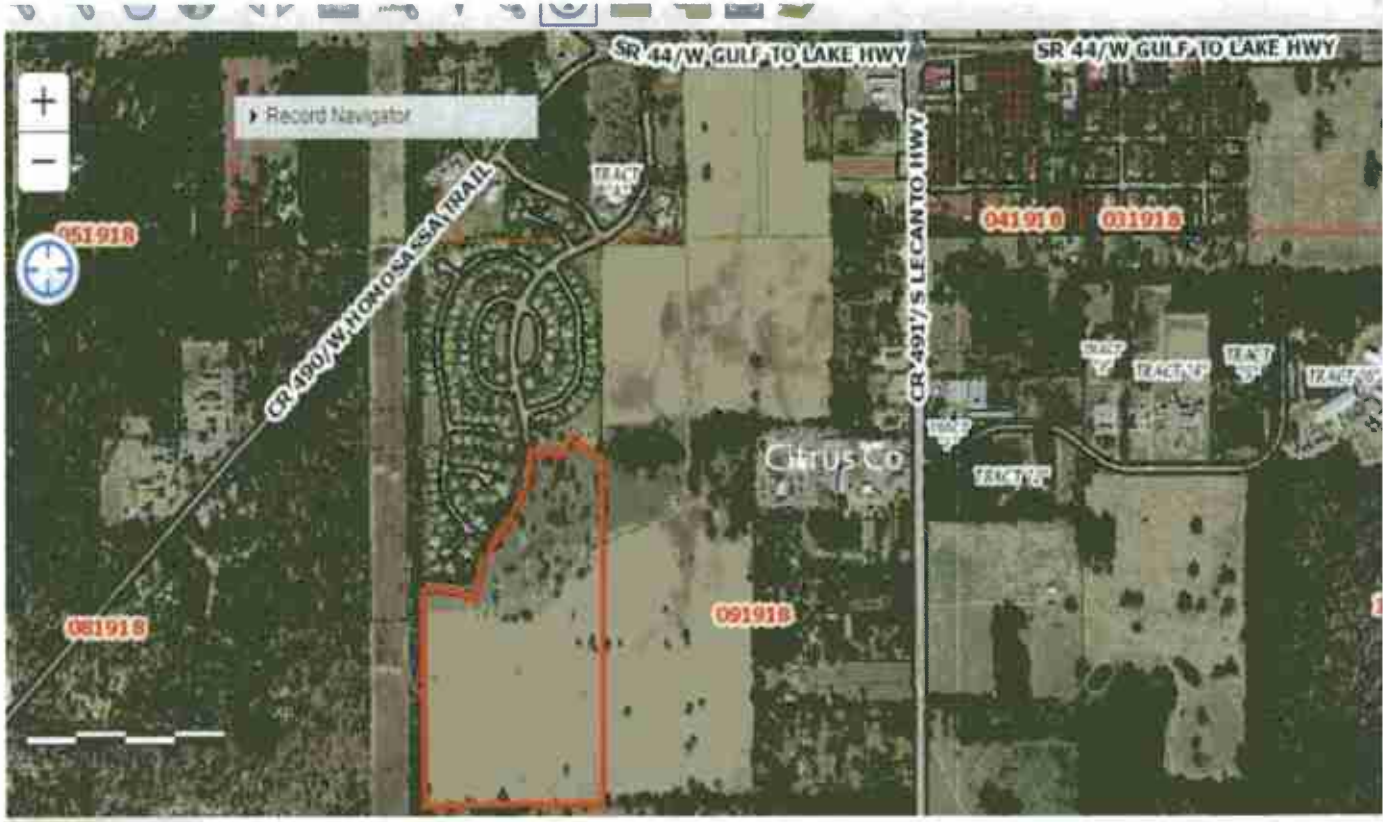
CPA/AA/PUD-21-12
Land Development Division

Attachment: Additional Information for item T1 (18525 : 5:01 pm CPA/AA/PUD-21-12 Steven Fischer for

Locational Map



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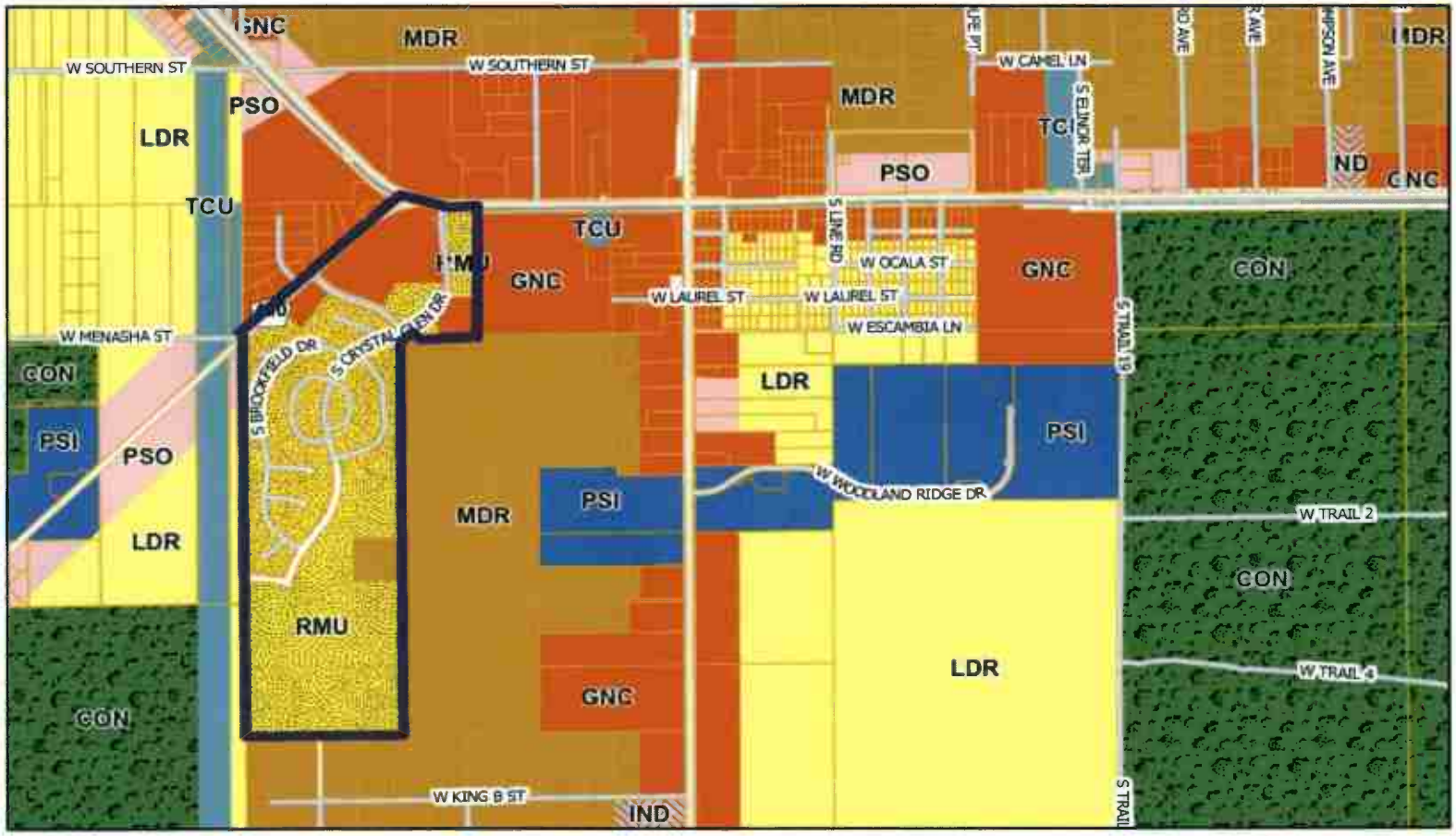
Citrus Co Comprehensive Plan – Land Uses

Land Use Map



8/17/2021, 1:49:58 PM

Landuse
CONSERVATION
GENERAL COMMERCIAL
INDUSTRIAL
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
PUBLIC/SEMI-PUBLIC INSTITUTION
PROFESSIONAL SERVICE & OFFICE
RESIDENTIAL MIXED USE

1:18,056
0 0.13 0.25 0.5 mi
0 0.2 0.4 0.8 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Citrus County
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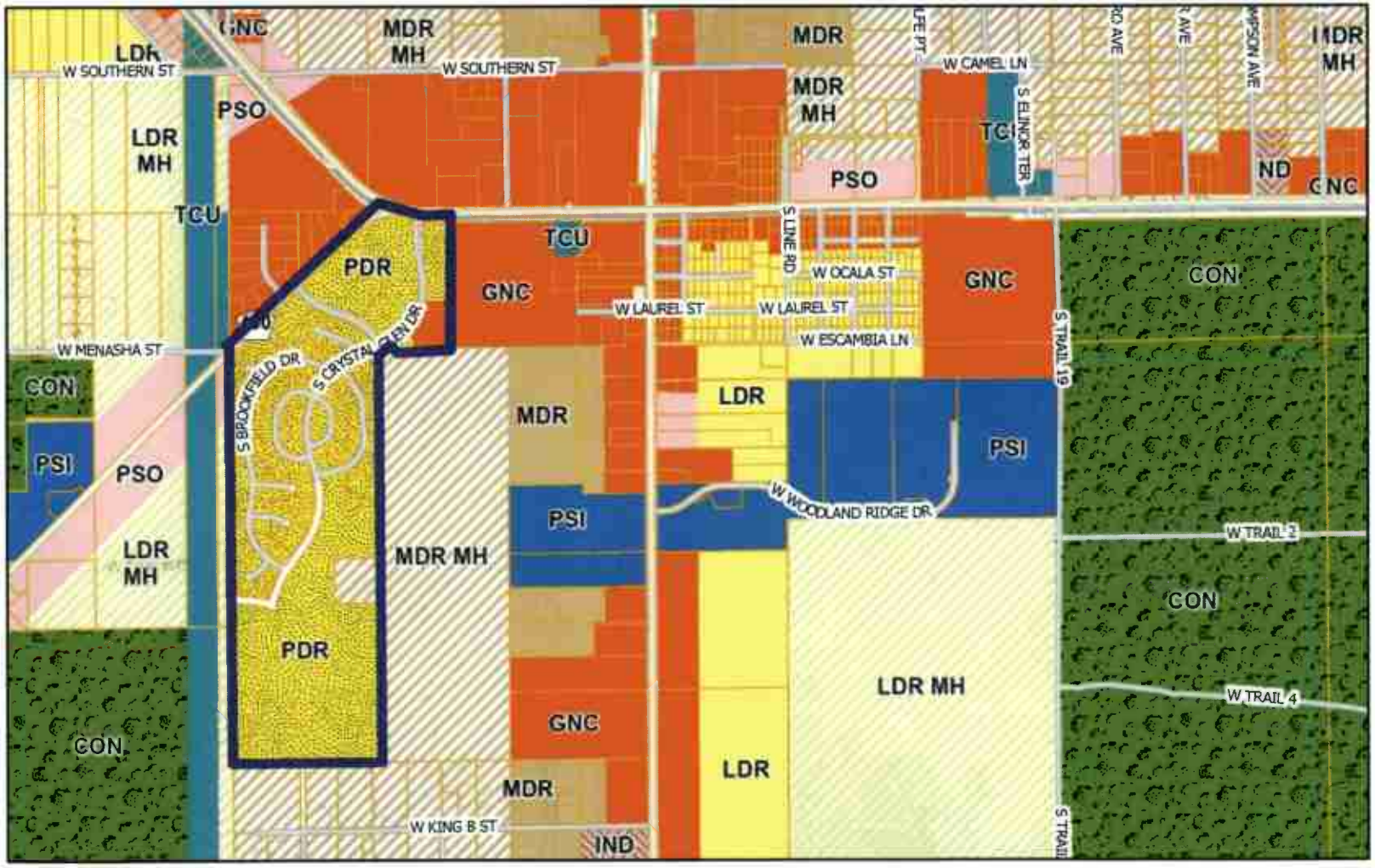
Citrus County Land Development Code Atlas

Zoning Map



8/17/2021, 1:48:02 PM

Zoning

- CONSERVATION
- GENERAL COMMERCIAL
- INDUSTRIAL
- LOW DENSITY RESIDENTIAL
- LOW DENSITY RES - MH ALLOWED
- MEDIUM DENSITY RESIDENTIAL
- MEDIUM DENSTY RES - MH ALLOWED
- PLANNED DEVELOP. RESIDENTIAL

1:18,056

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Citrus County

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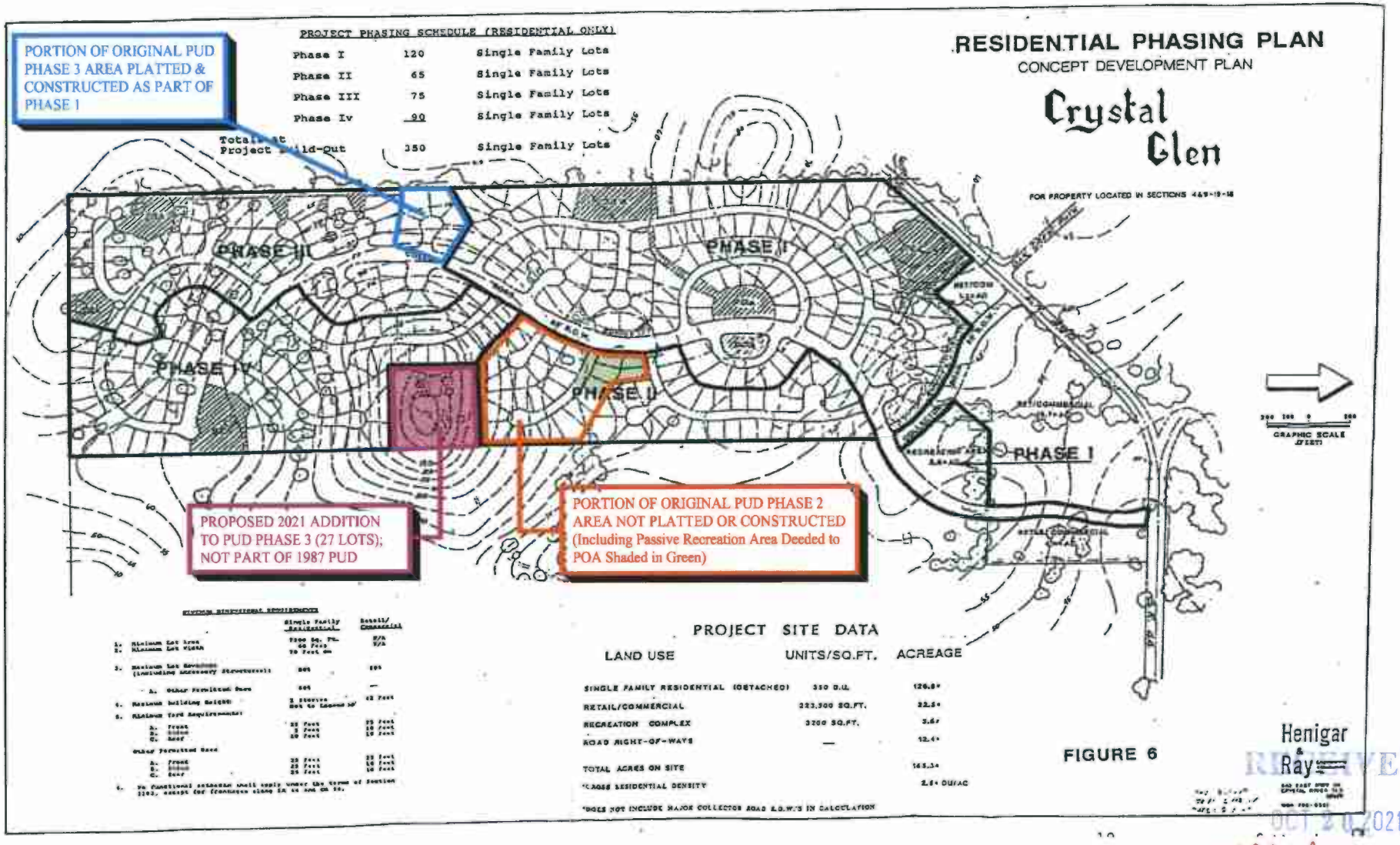
1987 APPROVED PUD PLAN



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C. G. PUD COMPARISON-ORIG &PROPOSED

	EXISTING PUD		PROPOSED PUD	
	Appr. Z-87-32	Act Permitted	2021	Chg.
PH 1&2	185	164	164	-21
PH 3&4	165	186(future)	238	+52
True Comp	350	350	402	+52
5 ac + (Ph3)	n/a	-	27	+27
TOTALS	350		429	+79

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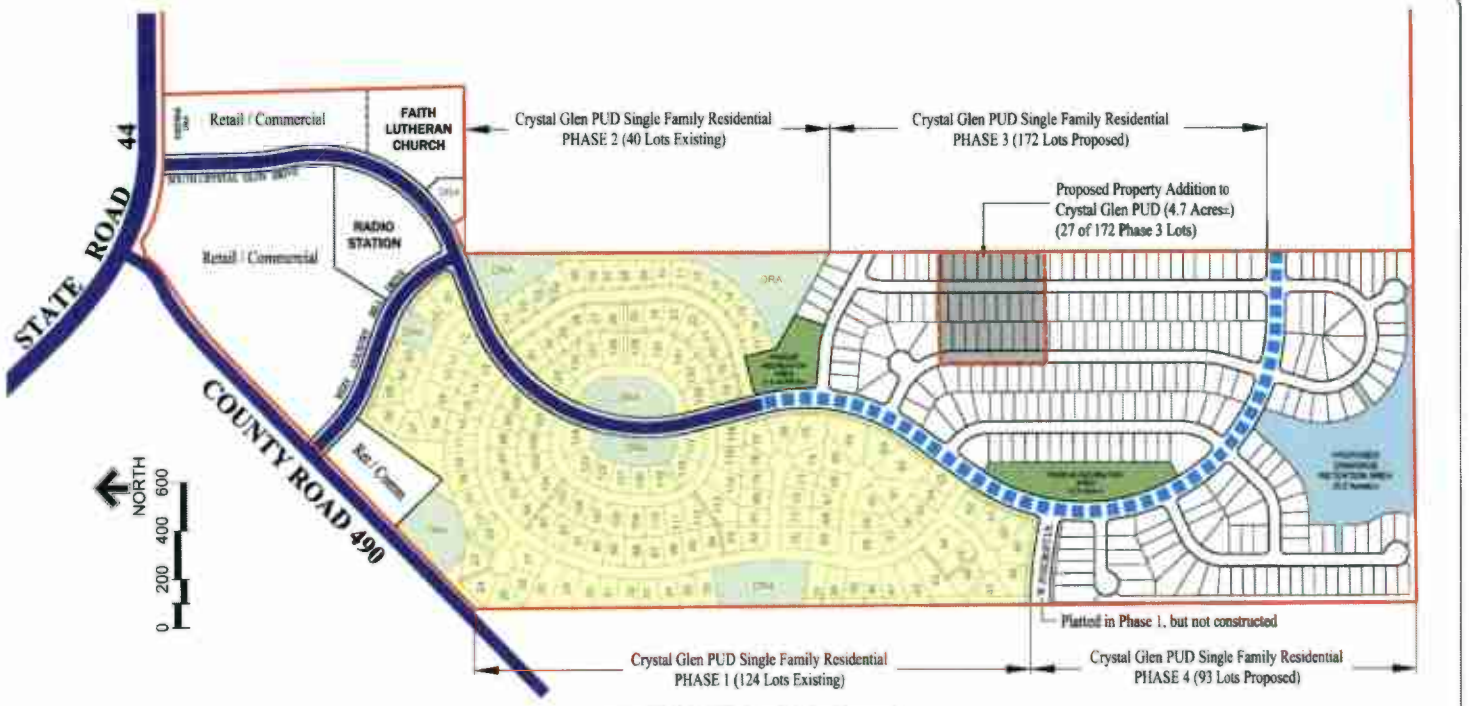
PROPOSED 2021 PUD PLAN



SITE DATA

The Site Data below reflects only those proposed changes by this application

	CRYSTAL GLEN CURRENT APROVED PUD DATA	CRYSTAL GLEN PROPOSED PUD DATA 2021
SF Residential Lots (existing phase 1 & 2 area)	185	184 (actual # of lots existing)
SF Residential Lots (proposed phases 3 & 4)	165	265
Total SF Residential Lots	350	429
Recreation	3.6 Acres (original recreation complex)	3.8 Acres Passive Recreation Areas
TOTAL SITE AREA	165.3 Acres	170 Acres

ROAD LEGEND:

Existing Collector Roadways

Proposed Internal Collector Roads

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Proposed Modification
August 18, 2021

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PHASES 3 & 4
LECANTO, FLORIDA
CITRUS COUNTY

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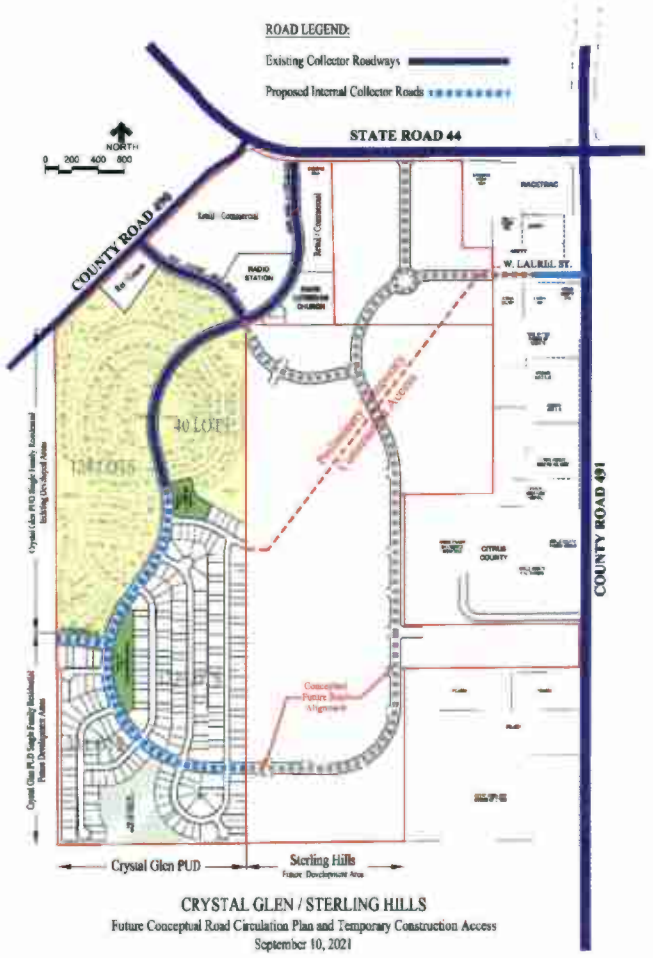

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Ph 3 & 4 Location of Smaller lots →

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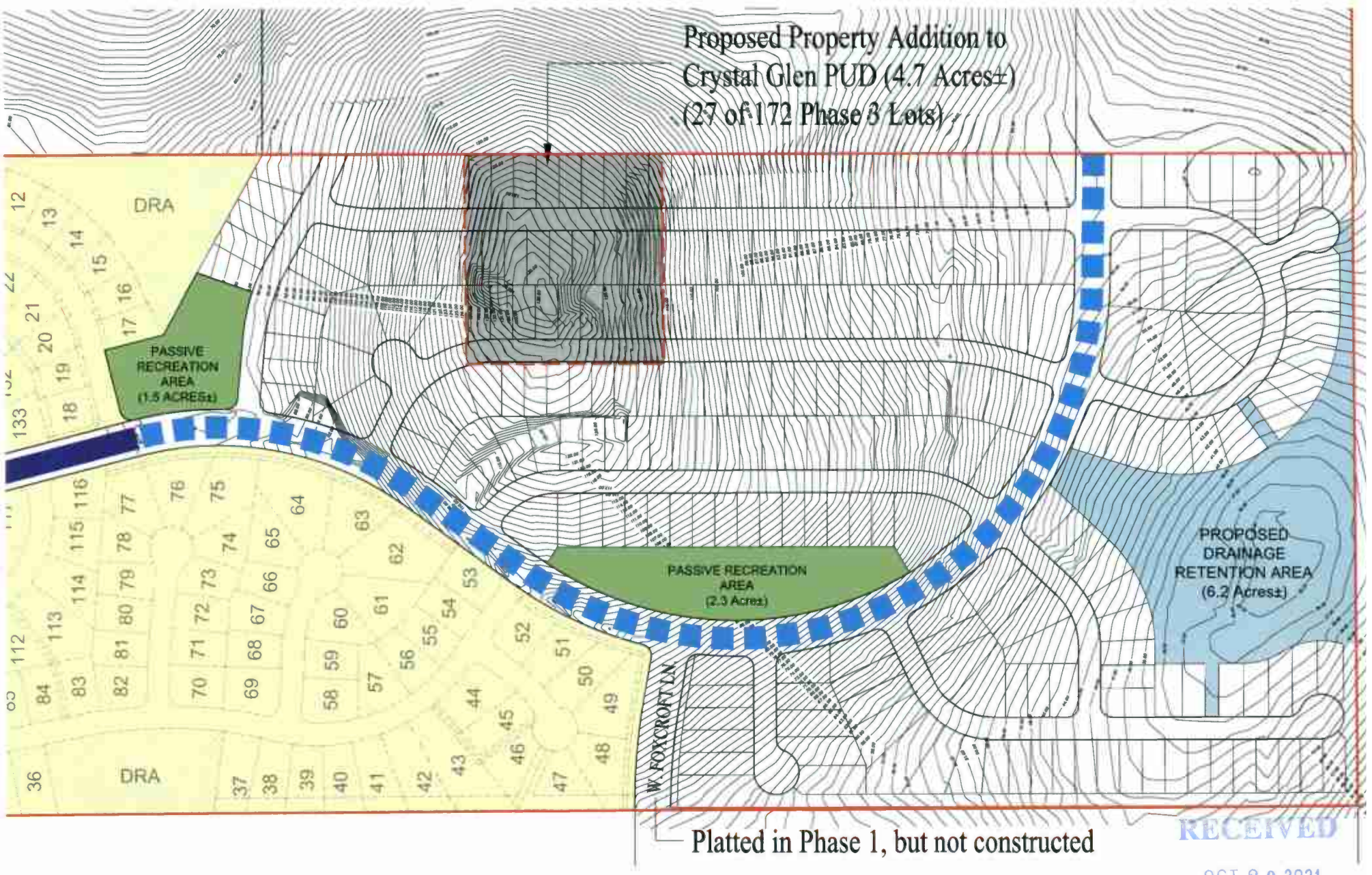

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QUESTIONS ?

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CPA/AA/PUD-21-12
Land Development Division

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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 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

ROP Ad# : 50016253
Description: 3666-1102 TUCRN Citrus County Board of County Commissioner's Meeting Regular Session November 9, 2021
Legal Advertisement: to run 1 time(s)

Court, was published in said newspaper in the issue of
Date(s) of publication: November 2, 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 2nd day of November 2021

By: Theresa Holland and/or Tonya Knight and/or Jeanne Ethridge

Who appeared by (✓) means of physical presence or ( ) via online notarization.

Deborah L. McPherson

Notary Public

DEBORAH LYNN MCPHERSON
Notary Public - State of Florida
Commission # HH 035722
My Comm. Expires Oct 22, 2024
Bonded through National Notary Assn.

MEETINGS

3666-1102 TUCRN
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Citrus County Board of County Commissioners will meet in **Regular Session on Tuesday, November 9, 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).

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