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

AGENDA

December 14, 2021 1:00 PM

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

MISSION

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

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

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

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

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

A. CALL TO ORDER

A.1. Invocation

A.2. Pledge of Allegiance

A.3. Roll Call

A.4. Approval of Agenda

B. CONSENT

Minutes

B.1. Board of County Commissioners - Public Workshop - Oct 26, 2021 9:00 AM

B.2. Board of County Commissioners - Public Workshop - Oct 26, 2021 9:30 AM

B.3. Board of County Commissioners - Regular Meeting - Oct 26, 2021 1:00 PM

Administration

Attorneys Office

Clerk

B.4. Clerk Records Disposition 1846

Approve and authorize the Chairman to execute the Clerk's Records Disposition Documents #1846 for disposal of records that have met their assigned retention periods.

Community Services

Fire Services

Human Resources

Management and Budget

Planning and Development

B.5. 2020-2021 CLG Annual Report

Acknowledge and consent to the annual report filed as Certified Local Government

B.6. PLT-21-15 The King's Forest Fourth Addition

a. Review and approve application PLT-21-15, The King's Forest Fourth Addition.

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.7. Acknowledgement of Airport Hangar Lease Agreement(s)

Staff requests that the Board of County Commissioners acknowledge the attached, executed T-Hangar lease agreement(s) with Mr. Jeffrey Suttle.

Systems Management

B.8. Records Disposition

Approve and authorize the Chairman to execute the following Records Dispositions for the disposal of public records that have met legal retention: BOCC-0405

Visitors and Convention Bureau

Water Resources

Set Public Hearings Workshops

B.9. Set a Public Hearing on an Ordinance Pertaining to Code Citations

Set a Public Hearing on January 4, 2021 at 2:00 p.m. on an ordinance of Citrus County, Florida, a political subdivision of the State of Florida, pertaining to Citrus County Citation Ordinance, amending Chapter 19, Article II, Division 2, Section 19-63 entitled "Applicable Codes and Ordinances"; 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 for an effective date.

C. PROCLAMATIONS

C.1. Proclamation- 100 Year Birthday January 2, 2022

Approve and authorize the Board to proclaim January 2, 2022 as Clinton C. Burns day celebrating his 100th birthday.

D. OPEN TO THE PUBLIC

E. REGULAR BUSINESS

E.1. Bids

a. ITB 20-044 Amendment No. 3; Montezuma Waters Septic to Sewer Modifications; Constantine Constructors, LLC

Approve and Authorize the Chairman to execute the Amendment No. 3 to the Agreement between Citrus County, Florida and Constantine Constructors, Inc. to extend the completion date to December 24, 2021.

b. RFQ 21-003 Elder Affairs and Older American In-Home Health Services; Scharfeld Care Solutions, Inc. dba Senior Helpers of Spring Hill

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida, and Scharfeld Care Solutions, Inc. dba Senior Helpers of Spring Hill to provide In-Home Health Services throughout the County.

E.2. Budget Transfers

Approve budget transfers for Gas Taxes, Utilities (2) and Housing (4) for fiscal year 2021-22.

E.3. Budget Resolution

Adopt and authorize the Chairman to execute a resolution adopting/ amending Section 8 Rental Assistance Housing and Urban Development (HUD) and State Housing Initiative Partnership (SHIP) grant budgets for fiscal year 2021-22.

E.4. RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and Approval

Board Discussion and approval to advertise the RFP 22-032 Design/Build for the Fort Island Trail Multi-Use Path with County Attorney's Office review and approval.

E.5. Section 8 Housing Choice Voucher Program Certification

Approve and authorize the Chairman to execute the HUD 50071 “Certification of Payments to Influence Federal Transactions” as required by HUD.

E.6. HUD VASH Voucher 2022 Payment Standard Increase

Approve and Authorize the increase of the Veterans Affairs Supportive Housing Voucher Program Payment Standard by 20%.

E.7. MFAAA / Elder Options OAA Resolution (2022 Extension)

Adopt and authorize the chairman to execute a resolution pertaining to the extended application and contract terms from the Mid Florida Area Agency on Aging dba Elder Options for the Older Americans Act Title IIIB, C1, C2, IIIE, and USDA Programs.

E.8. Wetland Credit Purchase Agreement for Crystal River Airport

Approve and Authorize the Chairman to execute the agreement with EIP Credit Co., LLC, for wetland mitigation credits in the amount of $22,800.

E.9. Coronavirus Response and Relief Supplemental Appropriations Act - FAA Grants for the Crystal River and Inverness Airports

Approve and Authorize the Chairman to execute (digitally sign, per the FAA) the attached FAA Grant Agreements for the Crystal River and Inverness Airports.

E.10. Land Acquisition of 325 E. Harvard St., Inverness, Florida for Stormwater Management

a. Approve and authorize the Chairman to execute the Purchase and Sale Agreement for Lots 208 & 209, Block 200, Inverness Highlands South, Citrus County.

b. Authorize staff to order a title search and execute all other documents related to the closing of the property with the exception of recordable documents; approve and authorize payment of related closing costs associated with this property acquisition.

c. Approve and authorize the Chairman or designee to execute all related closing documents and authorize the Clerk to place acceptance stamp on the deed upon receipt and record all documents in the Public Records of Citrus County, Florida.

E.11. Yulee From Bradshaw to US 19 (SCOP)

a. Adopt and authorize the Chairman to execute a Resolution authorizing the Chairman to enter into an agreement between Citrus County, Florida, a political subdivision of the State of Florida and the State of Florida Department of Transportation for the Small County Outreach Program for W. Yulee Dr from W. Bradshaw St. to US19.

b. Approve and authorize the Chairman to execute the Small County Outreach Program Agreement between Citrus County, Florida, a political subdivision of the State of Florida and the Florida Department of Transportation for road milling and resurfacing of W.

Yulee Dr from W. Bradshaw St. to US19. The FDOT portion will be $265,739 and the County's participation will be $118,580 plus a Contingency Allowance of $35,432.

E.12. Turner Camp from E Banks Ct to E. Matthew Meadow Ct (SCOP)

a. Adopt and authorize the Chairman to execute a Resolution authorizing the Chairman to enter into an agreement between Citrus County, Florida, a political subdivision of the State of Florida and the State of Florida Department of Transportation for the Small County Outreach Program for East Turner Camp Rd from E. Banks Ct. to E. Matthew Meadow Ct.

b. Approve and authorize the Chairman to execute the Small County Outreach Program Agreement between Citrus County, Florida, a political subdivision of the State of Florida and the Florida Department of Transportation for road milling and resurfacing of East Turner Camp Rd from E. Banks Ct. to E. Matthew Meadow Ct. The FDOT portion will be $566,032 and the County's participation will be $248,677 plus a Contingency Allowance of $75,471.

E.13. Withlacoochee Tr From Scott Ln (western intersection) to SR200 (SCOP)

a. Adopt and authorize the Chairman to execute a Resolution authorizing the Chairman to enter into an agreement between Citrus County, Florida, a political subdivision of the State of Florida and the State of Florida Department of Transportation for the Small County Outreach Program for East Withlacoochee Tr (CR 39) from East Scott Lane (western intersection) to SR 200.

b. Approve and authorize the Chairman to execute the Small County Outreach Program Agreement between Citrus County, Florida, a political subdivision of the State of Florida and the Florida Department of Transportation for road milling and resurfacing of East Withlacoochee Tr (CR 39) from East Scott Lane (western intersection) to SR 200. The FDOT portion will be $270,768 and the County's participation will be $120,255 plus a Contingency Allowance of $36,102.

E.14. Memorandum of Agreement with Florida Dept of Corretions

Approve and authorize the Chairman to execute Agreement #A5110 and Attachment A with the Florida Department of Corrections. The Agreement will begin on January 17, 2022 or the date on which it is signed by both parties, whichever is later, and shall end on January 16, 2027.

E.15. Citrus County Forfeiture Fund

Provide staff direction regarding funding in the amount of $5,582.98 for the Anti Drug Coalition of Citrus County, Inc.

E.16. Community Food Bank of Citrus County, Inc., Resolution and Lease Agreement

a. Discussion and consideration of a request from Community Food Bank of Citrus County, Inc., a Florida Not for Profit Corporation, to lease the Pleasant Grove Fire Station located at 9658 S Pleasant Grove Rd., Inverness, Florida, for the purpose of distributing nutritious quality food to pantries, soup kitchens, and shelters within Citrus County.

b. Adopt and authorize the Chairman to execute a Resolution of the Board acknowledging the request from Community Food Bank of Citrus County, Inc., a Florida Not for Profit Corporation, to lease property owned by the County.

c. Approve and authorize the Chairman to execute the Lease Agreement beginning December 1, 2021, through November 30, 2022.

E.17. Interfacility Transport Agreement Citrus HMA LLC d/b/a Bravera Health Seven Rivers Hospital

Approve and authorize the Chairman to execute the Interfacility Transport Agreement between Citrus County, Florida and Citrus HMA, LLC d/b/a Bravera Health Seven Rivers Hospital to provide ambulance services from Bravera Health ER Citrus Hills (freestanding emergency department) to Bravera Health Seven Rivers or other Bravera network hospitals as agreed by the parties.

E.18. Citrus County Fire Rescue COPCN

Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity to Citrus County Fire Rescue for Basic and Advanced Life Support - Ground Ambulance service in Citrus County. This Certificate of Public Convenience and Necessity shall be valid until September 30, 2026.

E.19. Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County, International Association of Firefighters

Approve and authorize the Chairman to execute the Agreement between Citrus County, Florida and the Local 4562 Professional Firefighters of Citrus County, International Association of Fire

Fighters with an effective date of October 1, 2021.

E.20. FY21 Assistance to Firefighters (AFG) Grant

a. Adopt and authorize the Chairman to execute a Resolution authorizing an application for funding to The Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Program for Motorola radio replacement.

b. Approve and authorize the Chairman to execute the "Designation of Signature Authority".

E.21. Juiced For Citrus Budget

Approve the budget for the inaugural "Juiced For Citrus" event to host site selectors to tour key development sites, participate in tourism and community networking opportunities and learn more about strategic sites and projects in Citrus County.

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		Design/Build RFP on this Agenda
4.	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
5.	7/13/2021	File for increased water use permit and hold a Workshop on Irrigation options	Ken Cheek	2/2022		
6.	7/13/2021	Solid Waste Bids	Randall Onley	9/14/2021	COMPLETED	Board decided not to proceed
7.	8/24/2021	Update on Homosassa River Noise & Safety Issue	Denise Lyn	Ongoing		
8.	10/26/2021	Establish Process and criteria for Renting to Non-profits	Colleen Scott/ Randy Oliver	1/31/2022		
9.	11/10/2021	Draft criteria on waterfront setbacks & Storm Water Management	Mike Sherman/ Brian Kauffman	1/18/2022		

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

G.1. Redistricting 2021 Resolution

Review and approve the legal descriptions of the new Commission Districts and adopt the resolution.

H. PRESENTATIONS/PUBLIC HEARINGS

H.1. 1:30PM Public Hearing for FTA Section 5307 FFY22 Funding

a. Conduct a public hearing as required by the Federal Transit Administration to obtain public input on the Program of Projects for Section 5307 funding.

b. Approve and authorize the Chairman or 1st Vice Chairman, respectively, to sign the Resolution authorizing the electronic submittal of an application for $1,008,000 in Section 5307 grant funding through the Federal Transit Administration's (FTA) Transit Award Management System (TrAMS) as shown on the Program of Projects and electronic execution and submittal of the related contract for $1,008,000 in grant funding for the Citrus County Transit System through the Federal Transit Administration Section 5307 grant for FFY2022 and any amendments thereto, after review by the County Attorney.

c. Authorize staff to submit a request for Toll Revenue Credits to the State of Florida Department of Transportation in the amount of $252,000 for use as a match to the FTA 5307 grant.

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

I.1. Aviation Advisory Board - Announce Expiration of Terms and Vacancies

a. Announce expiration of terms for three (3) Aviation Advisory Board (AAB) Members:

- one (1) District 1 regular position - expires 1/31/2021
- one (1) District 4 regular position - expires 1/31/2021
- one (1) District 5 regular position - expires 1/31/2021

b. Accept with Regret the resignation of Mr. Friedrich Casutt von Batemberg (see attached), Member at Large, and announce the vacancy of this position.

c. Announce the taking of applications for:

- one (1) District 1 regular position
- one (1) District 4 regular position
- one (1) District 5 regular position
- one (1) Member at Large position

The new member terms will begin 02/01/2022, or at the next scheduled Aviation Advisory Board meeting, and expire on January 31, 2024; the Member at Large position will expire 01/31/2023. Advertisement will run until January 14th, 2021.

I.2. Historic Resources Advisory Board - Announce Open Positions

Announce a vacancy on the Historic Resources Advisory Board for an at-large position that expires on January 31, 2022.

I.3. Advertise Tourist Development Council Advisory Board Positions

Announce terms of membership available and the taking of applications for two (2) positions that are designated as an Owner/Operator of a Tourist Accommodation and one (1) position that is designated as a Citizen Who Demonstrates an Interest in Tourism Development on the Tourist Development Council Advisory Board. The new terms will be for four (4) years beginning on February 1, 2022 and ending on January 31, 2026. Applications will be accepted December 15, 2021 through December 30, 2021.

I.4. Announce Vacancies for Water & Wastewater Authority Board

Announce vacancies for the Technical Member positions on the Water & Wastewater Authority. The terms which are four (4) years for Technical Members which will both expire on January 31, 2025.

J. COMMITTEE REPORTS FROM COMMISSIONERS

K. COMMISSIONER SCOTT CARNAHAN - DISTRICT 4

K.1. Discussion and vote on the proceeds from the sale of surplus County owned property.

Discussion and vote on the proceeds from the sale of surplus County owned property.

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

M. 2ND VICE CHAIR HOLLY L. DAVIS - DISTRICT 5

N. 1ST VICE CHAIR RUTHIE DAVIS SCHLABACH - DISTRICT 3

N.1. Consider Changing the Time for "Open to the Public" One Meeting a Month

Provide Direction on Approach to Enhance Public Participation.

O. CHAIR RONALD E. KITCHEN JR. - DISTRICT 2

O.1. Board Liaison Positions

Discussion and approval of the Citrus County Board of County Commissioners Board and Committee Liaison Appointments for 2021-2022.

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

Q. OPEN TO THE PUBLIC

R. UPCOMING MEETINGS

1. Regular Meeting**, January 4, 2022, at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Regular Meeting: **January 18, 2022, at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Regular Meeting: **February 8, 2022**, **at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

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

2. BOCC Leadership Summit: Friday, **January 28, 2022, at 9:00AM** Lecanto Government Building, 3600 W. Sovereign Path, Room #166, Lecanto, Florida 34461

T. 5:01 P.M. PUBLIC HEARINGS

T.1. 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.

a. Conduct a public hearing on December 14, 2021 at 5:01 p.m. to review and discuss PUD 21-13, John H. Eden, IV for New Horizon Funding, Inc.

b. If approved, adopt and authorize the Chairman to execute the ordinance for PUD-21-13 John H. Eden, IV for New Horizon

Funding, Inc. and direct the Clerk to execute the ordinance.

T.2. 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited Partnership

a. Conduct a public hearing on December 14, 2021 at 5:05 p.m. to review and discuss CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited Partnership.

b. If approved, authorize staff to transmit application CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited Partnership to the Department of Economic Opportunity and other State agencies for comment.

T.3. 5:10 PM DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.

a. Conduct a public hearing on December 14, 2021 at 5:10 p.m. to review and discuss DA-21-01 - Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.

b. Authorize the Chairman to execute the First Amendment to Development Agreement for DA-21-01 - Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc., and direct the Clerk to record the Amendment in the public records.

T.4. 5:15 p.m. CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al

a. Conduct a public hearing on December 14, 2021, at 5:15 p.m. to consider application CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al

b. If approved, adopt, and authorize the Chairman and Clerk to execute the ordinances for CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al.

T.5. 5:20 pm CPA-21-12 Private Property Rights Element (Chapter Seven)

a. Conduct a public hearing on December 14, 2021, at 5:20 p.m. to review and discuss CPA-21-12 Private Property Rights Element (Chapter Seven).

b. If approved, adopt and authorize the Chairman to execute the ordinance for CPA-21-12 Private Property Rights Element (Chapter Seven), and direct the Clerk to execute the ordinance.

U. ADJOURN

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● OCTOBER 26, 2021

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

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

A. CALL TO ORDER

October 26, 2021 Citrus County Courthouse
The meeting was called to order at 9:00 AM

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

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

Minutes Acceptance: Minutes of Oct 26, 2021 9:00 AM (Minutes)

B. WORKSHOP WASTEWATER TREATMENT FEASIBILITY ANALYSIS

B.1. Conduct a Final Workshop For Wastewater Treatment Feasibility Analysis

Conduct a final workshop and staff presentation on Tuesday, October 26, 2021 at 9:00 am.

County Administrator Charles R. Oliver provided an overview.

Water Resources Director Ken Cheek provided the presentation and responded to questions from the Board, followed by Board discussion.

C. OPEN TO THE PUBLIC

Citizens Dan Hilliard and Chuck Tomberlin addressed the Board.

Commissioners responded to comments from the public.

D. UPCOMING MEETINGS

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

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

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

E. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

1. Workshop: Waterfront Setbacks, Stormwater & Variance Criteria Tuesday **November 9, 2021 at 8:00 AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Workshop: Residential Road Resurfacing, Sales Tax & Methodology & Funding Tuesday **November 9, 2021 at 8:30 AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

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

F. ADJOURN

The meeting was adjourned at 9:29 AM

Minutes Acceptance: Minutes of Oct 26, 2021 9:00 AM (Minutes)

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● OCTOBER 26, 2021

Public Workshop | **Citrus County Courthouse** | **9:30 AM**

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

A. CALL TO ORDER

October 26, 2021 Citrus County Courthouse
The meeting was called to order at 9:32 AM

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

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

Minutes Acceptance: Minutes of Oct 26, 2021 9:30 AM (Minutes)

B. WORKSHOP LEASING COUNTY BUILDINGS

B.1. Public Workshop - Leasing BOCC buildings to Non-Profit

Conduct a Public Workshop at 9:30 AM to discuss leasing BOCC buildings to Non-Profit.

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

. Continued - B1. Leasing BOCC buildings to Non-Profit

Board discussion ensued with County Administrator Charles R. Oliver.

Consensus of the Board was given to staff to: dissolve the fire station properties; schedule an agenda item with a detailed property list to include the cost of maintenance and insurance; discuss policy; and declare a moratorium on new leases for renting any county properties to be addressed within thirty days.

Board discussion with Mr. Oliver and Mr. Oliver announced the agenda item will be scheduled for the first meeting in December.

County Attorney Denise A. Dymond Lyn addressed the Board and responded to questions from the Board, followed by Board discussion with Mr. Oliver and Ms. Lyn.

C. OPEN TO THE PUBLIC

The following citizens addressed the Board: Robert Croft, President of the Citrus County Historical Society; Sabrina Watson; Billy Cayce; Marianne Wetherington; John Labriola; and Jim Gunther.

Commissioners responded to comments from the public.

D. UPCOMING MEETINGS

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

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

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

E. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

1. Workshop: Waterfront Setbacks, Stormwater & Variance Criteria Tuesday November 9, 2021 at 8:00 AM, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Workshop: Residential Road Resurfacing, Sales Tax & Methodology & Funding Tuesday November 9, 2021 at 8:30 AM, Citrus County Courthouse, Room 100, 110 N. Apopka

Minutes Acceptance: Minutes of Oct 26, 2021 9:30 AM (Minutes)

Avenue, Inverness, FL 34450

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

F. ADJOURN

The meeting was adjourned at 10:38 AM

Minutes Acceptance: Minutes of Oct 26, 2021 9:30 AM (Minutes)

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● OCTOBER 26, 2021

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

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

A. CALL TO ORDER

October 26, 2021 Citrus County Courthouse
The meeting was called to order at 1:00 PM

1. Invocation

Second Vice Chairman Ruthie Schlabach led the invocation.

2. Pledge of Allegiance

Chairman Scott Carnahan introduced the Veterans who led the Pledge of Allegiance: Jane Mundis, who served in the U.S. Navy; and Jo Monty, 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	

Minutes Acceptance: Minutes of Oct 26, 2021 1:00 PM (Minutes)

4. Approval of Agenda

Chairman Scott Carnahan requested the addition of items G4 and G5, submission of additional information for items E10, H1, T2, and E1f, and move item E1c until after the 2:00 P.M. public hearing.

. Motion to approve the agenda with the listed changes.

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

B. CONSENT

Motion to approve the Consent Agenda.

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

Minutes

B.1. Board of County Commissioners - Special Meeting Attorney/Client Session - Sep 28, 2021 10:00 AM

B.2. Board of County Commissioners - Regular Meeting - Sep 28, 2021 1:00 PM

Administration

B.3. Acknowledge Receipt Annual Report Fire Management Program & Cooperative Forestry Assistance Program

Acknowledge receipt of Annual Report for Fire Management Program & Cooperative Forestry Assistance Program from July 1, 2020-June 30, 2021.

Attorneys Office

No items.

Clerk

B.4. County Warrants

Accept the attached check registers outlining the County warrants.

Minutes Acceptance: Minutes of Oct 26, 2021 1:00 PM (Minutes)

Community Services

No items.

Fire Services

No items.

Human Resources

No items.

Management and Budget

No items.

Planning and Development

B.5. PLT-21-05 - Mathis Replat

a. Review and approve application PLT-21-05, Mathis Replat.

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.6. PLT-21-16 Levinson Replat

a. Review and approve application PLT-21-16, Levinson Replat

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.7. Ozello Brazillian Pepper Eradication - FY 21/22

Approve and authorize the Department of Public Works to provide support to the Ozello Civic Association for the Brazilian Pepper Eradication Program in the form of material pickup, transport, and tipping fees for FY 21/22.

Systems Management

No items.

Visitors and Convention Bureau

No items.

Minutes Acceptance: Minutes of Oct 26, 2021 1:00 PM (Minutes)

Water Resources

B.8. Connection Fee Lien Agreement - Dias

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for Steven E & Linda C Dias.

Set Public Hearings

B.9. SRF Septic Tank Phase Out Facilities Plan

Set a Public Hearing on November 9, 2021 at 1:35 p.m. to review the evaluation of the SRF Facilities Plan of the Homosassa Springs Septic Tank Phase Out Plan that will be submitted to the State Revolving Fund (SRF) loan program.

B.10. Notice of Intent to Use the Uniform Method of Collecting Non-Ad Valorem Assessments

Set a Public Hearing on November 30, 2021, at 2:00 p.m. pursuant to Section 197.3632, Florida Statutes, for the purpose of hearing public comment on the utilization of the uniform method for the levy, collection and enforcement of non-ad valorem special assessments, throughout the unincorporated and all incorporated areas of the County for the cost of providing fire protection services and facilities; roadway maintenance, improvements, associated services and facilities; neighborhood beautification; bicycle and pedestrian facilities, improvements and associated services; potable water services and facilities; sanitary wastewater services and facilities; solid waste disposal services and facilities; street lighting services and facilities; property nuisance abatement services and facilities; water and wastewater availability, maintenance services, facilities and programs; and stormwater management services, facilities, and programs commencing with the Fiscal Year beginning on October 1, 2022.

C. PROCLAMATIONS

Motion to approve the Proclamations.

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

1. Proclamation: Veterans Appreciation Week and Veterans Day

Approve and authorize the Board to execute a Proclamation declaring the week of November 8 through November 14, 2021 as “Veterans Appreciation Week” in Citrus County, Florida and November 11, 2021 be designated as “Veterans Day” in Citrus County, Florida.

2. EPA WaterSense® 2021 Sustained Excellence Award

Receive presentation and acknowledge receipt of the EPA WaterSense® 2021 Sustained Excellence Award.

3. Proclamation Children's Grief Awareness Day

Minutes Acceptance: Minutes of Oct 26, 2021 1:00 PM (Minutes)

Approve and authorize the Board to proclaim November 18, 2021 as Children's Grief Awareness Day in Citrus County, Florida.

4. Proclamation Children's Grief Awareness Day

Approve and authorize the Board to proclaim November 18, 2021 as Children's Grief Awareness Day in Citrus County, Florida.

5. Proclamation - National American Indian Heritage Month

Approve and authorize the Board to proclaim the Month of November 2021 as National American Indian Heritage Month in Citrus County Florida.

6. Proclamation - Bishop Dr. Douglas Alexander Sr. and Lady "T" Alexander Day

Approve and authorize the Board to recognize October 26, 2021 as Bishop Dr. Douglas Alexander Sr., and Lady "T" Alexander Day in Citrus County, Florida.

7. Proclamation - First Responders

Approve and authorize the Board to Acknowledge the First Responders of Citrus County, Florida.

D. OPEN TO THE PUBLIC

The following individuals addressed the Board on various issues: Harvey Gerber, President of Nature Coast Affordable Housing Corp.; Cecelia Treat; and Harry Cooper.

Commissioners responded to comments from the public.

E. REGULAR BUSINESS

1. Bids

Motion to approve items E1a through f.

At the request of First Vice Chairman Ronald E. Kitchen, Jr., County Administrator Charles R. Oliver provided clarification for item E1f.

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

a. ITB 018-17 Amendment No. 2; Suncoast Parkway II Water and Sewer Utility Improvements Construction Project; Royal American Construction Company, Inc.

Approve and Authorize the Chairman to execute the Amendment No. 2 to the Agreement between Citrus County, Florida and Royal American Construction Company, Inc., to extend the Agreement for 60 days to allow for the Contractor to achieve substantial completion by October 28, 2021, and final completion by November 12, 2021.

b. RFP 19-059 Amendment No. 3; Real Estate Brokerage Services; One Real Estate, Inc., dba Re/Max Realty One

Minutes Acceptance: Minutes of Oct 26, 2021 1:00 PM (Minutes)

Approve and Authorize the Chairman to execute the Amendment No. 3 to the Agreement between Citrus County, Florida and One Real Estate, Inc. dba Re/Max Realty One to extend the duration of the Agreement until November 4, 2022.

c. SGS 21-131 Boat Launch fees & enforcement management services at County boat ramps; Premium Parking Service L.L.C

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Premium Parking Services, LLC to provide Boat Launch fees & enforcement management services at four of the County boat ramps.

d. QTE 19-090 Amendment No. 1; Landscape Maintenance West Citrus Government Building st the MeadowCrest location; Gamco Properties III, Inc.

Approve and Authorize the Chairman to execute Amendment No. 1 to the Agreement between Citrus County, Florida and Gamco Properties III, Inc. to extend the duration of the Agreement to December 2, 2022.

e. BW 19-020 Amendment No. 1; Uniforms for Fire Rescue; North America Fire Equipment Co., Inc.

Approve and Authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and North America Fire Equipment Co., Inc., to extend the Agreement to November 26, 2023.

BW 19-020 Amendment No. 1; Uniforms for Fire Rescue; North America Fire Equipment Co., Inc.

Approve and Authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and North America Fire Equipment Co., Inc., to extend the Agreement to November 26, 2023.

f. PB 22-014 FSA20-VEF14.01 Florida Sheriff's Association- Emergency Management Services Purchase of three Ambulances; Ten-8 Fire & Safety, LLC

Approve and Authorize the Chairman to execute the Equipment Proposal between Citrus County, Florida and Ten-8 Fire & Safety, LLC. to purchase the three ambulances for the FY 21/22 and associated budget resolution.

Resolution Number 2021-112

E.2. Budget Transfers

a. Approve budget transfer for Parks and Recreation for fiscal year 2020-21.

b. Approve budget transfer for Utilities for fiscal year 2021-22.

Motion to approve item E2a and b.

Minutes Acceptance: Minutes of Oct 26, 2021 1:00 PM (Minutes)

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

E.3. Budget Resolution

Adopt and authorize the Chairman to execute a resolution amending State Housing Initiative Partnership grant budget for fiscal year 2021-22.

Motion to approve item E3.

Resolution Number 2021-109

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. Hampton Hills - Request for Transfer of Transp. Impact Fee Credits out of district

a. Consider request for transfer of transportation impact fee credits from District A to Districts B and D, transferring credits from Regions Bank/AmSouth Bank to Hampton Hills, LLC.

b. If approved, direct the Clerk to accept the Assignment of Transportation Impact Fee Credits for $162,286.25

Motion to approve item E4a and b.

Stephen Hallet, authorized agent for Regions Bank and general counsel and secretary with Hampton Hills, addressed the Board.

Board discussion ensued with County Administrator Charles R. Oliver and County Attorney Denise A. Dymond Lyn.

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. Citrus County Health Department Contract

Approve and authorize the Chairman to execute a contract with the State of Florida Department of Health for operation of the Citrus County Health Department contract year October 1, 2021, through September 30, 2022.

Motion to approve item E5.

Minutes Acceptance: Minutes of Oct 26, 2021 1:00 PM (Minutes)

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

E.6. Veteran's Village of Citrus County – Seventh Modification to Memorandum of Understanding

a. Approve and authorize the Chairman to execute the Seventh Modification to Memorandum of Understanding with the Veteran's Village of Citrus County Inc., a Florida not-for-profit corporation (Village) to allow the Village additional time to obtain financing for the project.

b. Authorize the Clerk of Courts to record the same in the Public Records of Citrus County, Florida.

County Administrator Charles R. Oliver provided the recommendation and answered questions from the Board, followed by Board discussion.

Motion to approve item E6a and b, support will end on June 30, 2022, then if Veteran's Village of Citrus County cannot secure the financing then the property will go back on the market.

Prior to the vote, Board discussion continued with County Attorney Denise A. Dymond Lyn and Mr. Oliver.

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

E.7. NCBA - SCSEP Host Agency Agreement

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

b. Approve the Designation of Signature authority form for the required reporting forms.

Motion to approve item E7a and b.

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

E.8. Takeover Agreement for ITB 21-002 - 2021 Residential Resurfacing

Approve and authorize the Chairman to execute the Takeover Agreement for ITB 21-002 - 2021 Residential Resurfacing.

Minutes Acceptance: Minutes of Oct 26, 2021 1:00 PM (Minutes)

Motion to approve item E8.

At the request of First Vice Chairman Ronald E. Kitchen, Jr., Public Works Director Randall Olney provided clarification and responded to questions from the Board.

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. Cayla's Coats, Inc., Lease Agreement – Hernando Beach

a. Discussion and consideration of a request from Cayla's Coats, Inc., a Florida Not for Profit Corporation, to lease of a portion of the county-owned, Hernando Beach, Hernando Florida, for the purpose of making free Coast Guard certified life jackets available to the public for increased safety.

b. Approve and authorize the Chairman to execute the Lease Agreement for a period of one (1) calendar year, beginning November 1, 2021, through October 31, 2022, at a rate of a $1.00 per year.

Motion to approve items E9a and b and E10a, b, and c.

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. Cayla's Coats, Inc., Lease Agreement – Fort Island Trail

a. Discussion and consideration of a request from Cayla's Coats, Inc., a Florida Not for Profit Corporation, to lease of a portion of the county-owned, Fort Island Gulf Beach, Crystal River Florida, for the purpose of making free Coast Guard certified life jackets available to the public for increased safety.

b. Approve and authorize the Chairman to execute the Lease Agreement for a period of one (1) calendar year, beginning November 1, 2021, through October 31, 2022, at a rate of a $1.00 per year.

Clerk's Note: This item was approved and included in the motion and vote under item E9.

Resolution Number 2021-113

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.11. Wastewater Treatment Feasibility Analysis

Minutes Acceptance: Minutes of Oct 26, 2021 1:00 PM (Minutes)

Approve and adopt the Wastewater Treatment Feasibility Analysis.

Motion to approve and adopt the Wastewater Treatment Feasibility Analysis.

At the request of Second Vice Chairman Ruthie Schlabach, County Administrator Charles R. Oliver and Water Resources Director Ken Cheek provided clarification.

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

F. OUTSTANDING COMMISSION ITEMS

	BOARD DATE	ISSUE	RESPONSIBLE PARTY	ANTICIPATED COMPLETION DATE	DATE COMPLETED	COMMENTS
1.	12/12/2017 RETREAT	Resolve Landfill Issues	Larry Brock/GMA	Ongoing		
2.	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	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	9/14/2021	COMPLETED approved by BOCC 9/1/2021
10.	8/24/2021	Update on Homosassa River Noise & Safety Issue	Denise Lyn	Ongoing		
11.	9/14/2021	Transfer $50,000 from Chamber contract to YMCA	Randy Oliver	10/12/2021	10/12/2021	COMPLETED
12.	9/14/2021	Extend Core Contract 6 months	Randy Oliver	10/12/2021	10/12/2021	COMPLETED
13.	9/14/2021	Pirates Cove Appraisals	Randy Oliver	10/15/2021	10/14/2021	COMPLETED
14.	9/28/2021	Provide Reconciliation of Fire Cares Expenses	Colleen Scott	10/30/2021		

County Administrator Charles R. Oliver requested the deletion of items 9, 11, 12, and 13.

Minutes Acceptance: Minutes of Oct 26, 2021 1:00 PM (Minutes)

Chairman Scott Carnahan commented regarding the wording of the accessible dwelling, Commissioner Jeff Kinnard, D.C. requested the status of the Fort Island Trail multi-purpose path, and Public Works Director Randall Olney responded to questions from the Board, followed by Board discussion with County Attorney Denise A. Dymond Lyn and Mr. Oliver.

. Motion to approve item F, minus items 9, 11, 12, and 13.

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. Approve Position Title Change: Communications Specialist II

Approve position title change from Web Administrator to Communications Specialist II.

County Administrator Charles R. Oliver provided the recommendation.

Motion to approve item G1.

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

G.2. BOCC Goal Setting Retreat

a. Discuss and schedule the BOCC Goal Setting Retreat to be held on December 7, 2021

at the Citrus County Lecanto Government Building, 3600 W. Sovereign Path, Room #166 Lecanto, FL 34461, 9:00 a.m. - 3:00 p.m.

b. Discuss use of Purchasing Card for food for December 7, 2021 BOCC Goal Setting

Retreat not to exceed $250.

County Administrator Charles R. Oliver provided the recommendation.

Motion to approve item G2a.

Board discussion ensued with Mr. Oliver.

Motion was restated with the change of the date to January 5, 2021.

Minutes Acceptance: Minutes of Oct 26, 2021 1:00 PM (Minutes)

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

G.3. Acknowledge the Appraisals for Pirates Cove

Acknowledge Receipt of Appraisals on Pirates Cove Property.

County Administrator Charles R. Oliver provided the recommendation.

Motion to approve item G3.

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

G.4. MSL Engagement Letter for NCEMS audit of fiscal year 2021 *- Item received after the agenda was published.*

Approve and authorize the Chairman to sign the agreement letter between Citrus County, Florida and MSL CPA's & Advisors for the audit of Nature Coast Emergency Medical Foundation, Inc. for the fiscal year ended September 30, 2021, not to exceed $20,000.

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

Motion to approve item G4.

At the request of First Vice Chairman Ronald E. Kitchen, Jr., Mr. Oliver provided clarification.

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.5. Veterans Village Support Letter *- Item received after the agenda was published.*

Authorize Chairman to sign letter of support for Veterans Village.

County Administrator Charles R. Oliver provided the recommendation.

Motion to approve item G5.

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

Minutes Acceptance: Minutes of Oct 26, 2021 1:00 PM (Minutes)

H.1. 1:30 PM Public Hearing - PV-21-04 Clark A. Stillwell, Esq. for Kevin and Angela Shaffer

a. Conduct a public hearing to consider application PV-21-04, Clark A. Stillwell, Esq. for Kevin and Angela Shaffer.

b. If approved, authorize the Chairman to execute the resolution approving PV 21-04 and direct the clerk to record the resolution.

County Administrator Charles R. Oliver provided an overview and Land Development Director Joanna Coutu announced the changes and provided the recommended action to set a public hearing for November 30.

Motion to set a public hearing for November 30, 2021 at 2:01 P.M. for PV-21-04.

Resolution Number 2021-110

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

H.2. 1:35 PM Public Hearing - SV-21-02 Gerald Zahringer/Acme Storage LLC

a. Conduct a public hearing to consider application SV-21-02, Gerald Zahringer/Acme Storage LLC.

b. If approved, authorize the Chairman to execute the resolution approving SV 21-02 and direct the clerk to record the resolution.

County Administrator Charles R. Oliver provided an overview and Land Development Director Joanna Coutu provided the staff presentation.

There were no public comments.

Motion to approve and authorize the Chairman to execute the resolution approving SV-21-02 and direct the Clerk to record the resolution.

Resolution Number 2021-111

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

H.3. 1:40 pm Conduct A Public Hearing - Boat Launch Ordinance

a. Conduct a Public Hearing on an Ordinance of Citrus County, Florida, revising the Administrative and Enforcement provisions of the County's Boat Launch Ordinance; providing for Severability; providing for inclusion into the code; providing for modifications that may arise from consideration at Public Hearing; providing for repeal of inconsistent provisions; and providing for an effective date.

Minutes Acceptance: Minutes of Oct 26, 2021 1:00 PM (Minutes)

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

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

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

Citizen Terry Sullivan commented.

Commissioners responded to comments from Mr. Sullivan, followed by Board discussion.

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

Ordinance Number 2021-A33

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

Second Vice Chairman Ruthie Schlabach shared information from National Association of Counties for Transportation Board meeting.

First Vice Chairman Ronald E. Kitchen, Jr. discussed the Small County Coalition appointment and the Tourist Development Council (TDC) meeting.

Chairman Scott Carnahan gave an overview from the legislative meeting regarding the Small County Coalition.

Commissioner Holly Davis provided updates from TDC, BAM FAM Tour, Citrus County Community Charitable Foundation (CCCCF), National Association of Counties (NAC) for community, prosperity, and generational poverty, and the steering committee with Prosperity Citrus meetings.

K. COMMISSIONER HOLLY L. DAVIS - DISTRICT 5

Commissioner Holly Davis announced the delay of the town hall meetings and recommended dates to reschedule, followed by Board discussion.

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

L.1. Support Partners Legislative Request

Add these items from Crystal River and Inverness to the County's legislative requests.

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

Minutes Acceptance: Minutes of Oct 26, 2021 1:00 PM (Minutes)

Motion to approve item L1 to add these items to our legislative requests list as supporting these legislative requests from the City of Crystal River and City of Inverness.

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

L.2. Direct Staff to Negotiate Purchase of Pirates Cove Property

Direct Staff to Negotiate the Purchase Price for the Pirates Cove Property.

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

Motion to direct staff to negotiate with the Pirates Cove property listing realtor for a purchase price.

Citizens Cecelia Treat, Jane Vandenbergh, and Terry Sullivan commented.

Board discussion continued.

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

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

No items.

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

No items.

O. CHAIRMAN SCOTT CARNAHAN - DISTRICT 4

No items.

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

No items.

Q. OPEN TO THE PUBLIC

Citizen Cecelia Treat addressed the Board on various issues.

R. UPCOMING MEETINGS

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

Minutes Acceptance: Minutes of Oct 26, 2021 1:00 PM (Minutes)

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

3. 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. Workshop: Waterfront Setbacks, conditional uses Tuesday **November 9, 2021 at 8:00AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450 2. Workshop: Discussion on Leasing BOCC buildings to Non-Profit, Tuesday, **November 9, 2021 8:30 AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

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

T. 5:01 P.M. PUBLIC HEARINGS

T.1. 5:01 pm PUD-21-06 Clark A. Stillwell, Esq. for Tuscany Ranch Partners II LLC

a. Conduct a public hearing on October 26, 2021, at 5:01 p.m. to review and discuss PUD-21-06 Clark A. Stillwell, Esq. for Tuscany Ranch Partners II LLC.

b. If approved, adopt and authorize the Chairman to execute the ordinance for PUD-21-06 Clark A. Stillwell, Esq. for Tuscany Ranch Partners II LLC., and direct the Clerk to execute the ordinance.

County Administrator Charles R. Oliver read the proposed ordinance title into the record.

Land Development Director Joanna Coutu polled the Board for ex parte communications for items T1 and T2.

Attorney Clark Stillwell provided the applicant presentation.

Ms. Coutu provided the staff presentation.

The following citizens addressed the Board: George Prescott, representing Oakwood Village Homeowners' Association, Ann Marie Hoffine, and Kristy McKinnon.

Mr. Stillwell addressed the Board and Commissioners responded to comments from the public.

Motion to approve, adopt, and authorize the Chairman to execute the ordinance for PUD-21-06 and direct the Clerk to execute the ordinance.

Ordinance Number 2021-A34

Minutes Acceptance: Minutes of Oct 26, 2021 1:00 PM (Minutes)

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

T.2. 5:05 pm CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al

a. Conduct a public hearing on October 26, 2021, at 5:05 p.m. to review and discuss CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al.

b. If approved, authorize staff to transmit application CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al to the Department of Economic Opportunity and other State agencies for comment.

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

Land Development Principal Planner Joe Hochadel provided the staff presentation.

The following individuals addressed the Board: Don Taylor, President of the Economic Development Authority for Citrus County Board (EDACC);and Josh Wooten, CEO of the Citrus County Chamber of Commerce.

Commissioners responded to comments from the public.

Motion to approve and authorize staff to transmit the application of CPA/AA/PUD-21-11 to the Department of Economic Opportunity and the other State agencies for comment, including the 10 conditions.

Clerk's Note: Board was polled for ex parte communications for item T2 during item T1.

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

T.3. 5:10 pm CPA-21-12 Private Property Rights Element (Chapter Seven)

a. Conduct a public hearing on October 26, 2021, at 5:10 p.m. to review and discuss CPA-21-12 Private Property Rights Element (Chapter Seven).

b. If approved, adopt and authorize the Chairman to execute the ordinance for CPA-21-12 Private Property Rights Element (Chapter Seven)., and direct the Clerk to execute the ordinance.

Land Development Director Joanna Coutu provided the staff presentation.

There were no public comments.

Minutes Acceptance: Minutes of Oct 26, 2021 1:00 PM (Minutes)

Motion to approve and transmit application for CPA-21-12 Private Property Rights Element (Chapter Seven) to the Department of Economic Opportunity and other State agencies for comment.

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

U. ADJOURN

The meeting was adjourned at 5:44 PM

Minutes Acceptance: Minutes of Oct 26, 2021 1:00 PM (Minutes)

AGENDA MEMORANDUM

FROM:	Angela Vick, Clerk of the Circuit Court and Comptroller
SUBJECT:	Clerk Records Disposition 1846
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

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

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Clerk's Records Disposition Documents #1846 for disposal of records that have met their assigned retention periods.

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

RECORDS DISPOSITION DOCUMENT

RECORDS DISPOSITION NO. 1846

PAGE 1 OF 3 PAGE(S)

PREPARED BY: Sherry Wolford
November 1, 2021

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

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

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

Verifying Clerk's Signature — Date 11/8/21

Department Manager's Signature — Date 11/8/2021

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

_____ a. Destruction _____ b. Microfilming and Destruction

__X__ c. Other Scan and Destruction

Verified by — Date

Verified by — Date

5. LIST OF RECORD SERIES – PAGE 1

a. Schedule Item	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date Completed After Authorization
		DEPARTMENT: Financial Services				
GS1-SL	348	**GRANT FILES: RECIPIENT** Scanned BOCC Grant Contracts and Amendments (See attached Records Transmittal for details)	**OSA SCANNED**	10/1/19 thru 9/30/20		On Site Shredding
					Total Cubic Feet = 2	

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

Angela Vick, Clerk of the Circuit Court and Comptroller

Lindsay Tozer, RMLO

BOCC Chairman

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

Signature — Date

Name and Title

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

Attachment: Disposition #1846 (18673 : Clerk Records Disposition 1846)

CLERK OF THE CIRCUIT COURT
RECORDS TRANSMITTAL FORM:

CURRENT DATE: April 26,2021
DIVISION: Financial Services
DEPARTMENT: Financial Services

PREPARED BY: Cherice Parrish
APPROVED BY:
RECEIVED BY:

DO NOT WRITE ON THE STORAGE BOXES!
PLEASE PLACE A COPY OF THIS TRANSMITTAL IN EACH BOX AND ANNOTATE THE ITEM THAT THE BOX CONTAINS. THANK YOU.

Retention Schedule & Item #	Box #	DESCRIPTION OF BOX CONTENTS (Type of Record, and beginning & ending #'s)	DATE OF CONTENTS (From-To)	Retenti
GS1-SL-348		GRANT FILES: RECIPIENT	10/1/2019 - 9/30/2020	
		Scanned BOCC Grant Contracts and Amendments		
		OSA-SCANNED		
		These documents have been verified as scanned in Trakman		
		and are to be sent to Records Mgmt to Dispose since contracts		

Attachment: Disposition #1846 (18673 : Clerk Records Disposition 1846)

CHERICE FY 2020 DOCUMENTS

GRANT SCANNED ORIGINAL CONTRACTS & AMENDMENTS

SCANNED IN TRAKMAN

CAN BE DISPOSED: JULY 1, 2021

(INTEROFFICE TO REC MGMT TO DISPOSE SINCE CONTRACTS)

Box label copy

Attachment: Disposition #1846 (18673 : Clerk Records Disposition 1846)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	2020-2021 CLG Annual Report
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

On July 26, 2019, the BOCC adopted Ordinance 2019-A12 to support the CLG application to the Department of State, Division of Historic Resources and as such the Annual Report is filed with the state.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Acknowledge and consent to the annual report filed as Certified Local Government

HISTORICAL RESOURCES ADVISORY BOARD

3600 W. SOVEREIGN PATH, SUITE 109
LECANTO, FLORIDA, 34461
352-527-5220 FAX: 352-527-5317

Mark Hammer, Chairman

Vice Chairman

MEMBERS:

Mark Hammer

Walter "Bud" Osborn

Kandice Bellamy McPherson

Tom Williford

Angel Lewis

****

Committed to preserving the historical resources of Citrus County for future generations

****

20 October, 2021

Ms. Mariah Justice
Certified Local Government Coordinator
Florida Division of Historical Resources
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

Re: Certified Local Government (CLG) Annual Report

Dear Ms. Justice,

Citrus County is pleased to submit the CLG Annual Report for FY 2020/2021 (October 1, 2020, through September 30, 2021) for consideration and review by the Division of Historic Resources.

We appreciate the recent training provided by the Division and we look forward to more training and doing great things in Citrus County to preserve our local history.

If you need anything additional or have any questions regarding the Annual Repot, please do not hesitate to contact me directly.

Thank you.

Sincerely,

Michael Sherman, AICP, Director
Department of Growth Management

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

2020- 2021 CLG Annual Report Form

Name of Certified Local Government: *Citrus County, Florida*	
Report Submitted By: *Michael Sherman, AICP*	
Contact Information: *michael.sherman@citrusbocc.com*	
Date Report Submitted: Click here to enter a date.	

This report is due by November 30, 2021. The answers you provide better informs our office on how we can assist our CLG entities and work jointly to improve performance.

PLEASE ATTACH THE FOLLOWING:

☒ A list and/or map of all individually designated properties and historic districts within your CLG
☐ A copy of the designation reports for any new locally designated properties.
☒ **ALL** meeting minutes and agendas of the Commission (if not previously submitted)
☐ A copy of the amended ordinance(s)/rules of procedure (if applicable)
☒ Resumes of any new board members (If applicable)

1.) ORDINANCE

Were any amendments made to either the preservation ordinance or tax exemption ordinance?

☐ Yes ☒ No

If yes, please explain the nature of these changes and provide a copy of the revised ordinance.
NA

2.) RULES OF PROCEDURE

Were there any changes made to the rules of procedure?

☐ Yes ☒ No

If yes, please explain the nature of these changes and provide a copy of the revised rule.
NA

List all board members, their profession, and length of service on the board. **Please include the resumes of any new board members if they have not previously been submitted**.

Name	Profession	Years of Service
Mark Hammer	knowledgable/interested citizen	3-4 years
Kandice Bellamy McPherson	Historian	5 or more years
Thomas Williford	Architect	3-4 years
Walter "Bud" Osborn	knowledgable/interested citizen	3-4 years
Angel Lewis	knowledgable/interested citizen	Less than 1 year

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

NA	Choose an item.	Choose an item.
NA	Choose an item.	Choose an item.

3.) SUMMARY OF PRESERVATION BOARD ACTIVITIES

a) Date of the last Division of Historical Resources sponsored CLG training that members of your board attended (including participation in CLG Regional Trainings, onsite training, DHR webinars): None

b) Date of the last locally-sponsored CLG training (i.e. any training your board members received that was not sponsored by the Division of Historical Resources): None

c) Date/Time of regularly scheduled HPC meetings: Bi-Monthly / 1st Wednesday / 4:00 pm

d) Please provide the dates of all Historic Preservation Board/Commission meetings held between October 1, 2020, and September 30, 2021: 10/07/2020, 12/02/2020, 02/03/2021, 04/07/2021, 06/03/2021

e) How many individually listed local designations are there in your community? (Please include a full list and/or map of all locally designated properties.): 95

f) Review your historic districts – please list each district (local and National Register) and identify the year it was listed and the year that area was resurveyed. If the district or historic resource inventory has not been updated, please use "N/A" as a response:

Name of District	Local or National Designation?	Year of Designation	Year Updated
Floral City	National	1993	NA

g) ***New designations since last annual report (please list and identify property type, i.e. "building" "district" "archaeological site")**:

Local designations: None

National Register designations: None

*** Please submit local designation reports for newly designated resources, if available.**

Please return the annual report and related materials to this office, either via mail to:
Mariah Justice, Certified Local Government Coordinator, R.A. Gray Building, 500 S. Bronough Street, Tallahassee, FL 32399-0250; **or electronically to:** Mariah.Justice@DOS.myflorida.com

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

h) Number of Florida Master Site File forms submitted since last annual report: None

i) National Register nomination proposals reviewed since last annual report: None

j) COAs (Certificates of Appropriateness) reviewed: None

k) Does your community have an Ad Valorem Tax Exemption Program? (yes or no): No

l) Number of Ad Valorem Tax exemption projects reviewed since last annual report (Please indicate "N/A" only if your community does not have an Ad Valorem Program.): N/A

m) DHR grant projects (federal or state funds) completed since last annual report: None

n) DHR grant projects (federal or state funds) applied for since last annual report: None

4.) MISCELLANEOUS

a) Are there any locally designated historic properties that you would like for us to evaluate for National Register listing? If so, please list the property name and address.
The J. Murray & Alma B. Davis Heritage Site (Old Fairgrounds)
3132 W Gulf to Lake Hwy, Lecanto

b) Does your historic preservation ordinance allow for local designation of properties *without* owner consent? If so, please provide ordinance citation.
No

c) Does your community's comprehensive plan have a historic preservation element? If so, when was it last updated?
No

d) Does your community have any resiliency/disaster mitigation strategies specifically for historic buildings? If so, please explain and provide a link to your resources (if available).
No

e) What training topics would provide the most benefit for your Commissions and staff?
Design and nomination process

f) Does your community have any local preservation incentives (i.e. awards programs, grant support)? If so, please explain.
No

Please return the annual report and related materials to this office, either via mail to:
Mariah Justice, Certified Local Government Coordinator, R.A. Gray Building, 500 S. Bronough Street, Tallahassee, FL 32399-0250; **or electronically to:** Mariah.Justice@DOS.myflorida.com

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

g) Does your community have any public outreach programs? If so, please explain.
No

h) What is one significant historic preservation success story your community has had in the past year?
We became a CLG

5.) How can the Division of Historical Resources better assist your Certified Local Government in its local historic preservation efforts?

Additional training for our Board members and staff

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

Citrus County Historical Sites

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

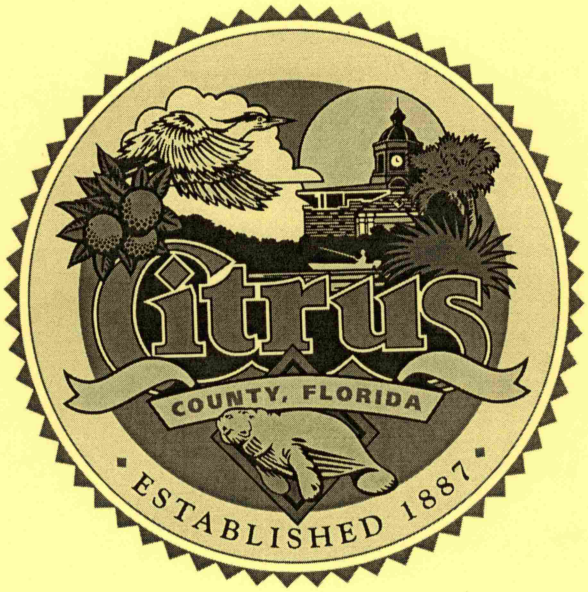
Citrus County Historical Sites

	NAME	ADDRESS	YEAR BUILT	CITY
1	07544 S BAKER AVE	07544 S BAKER AVE	1950	FLORAL CITY
2	3214 W POSTAL LANE	3214 W POSTAL LANE	1945	LECANTO
3	7576 S DUVAL TER/8845 E. JEFFERSON ST	7576 S DUVAL TER	1938	FLORAL CITY
4	7698 S FLORIDA AVE	7698 S FLORIDA AVE	1940	FLORAL CITY
5	7848 S GREAT OAKS DR	7848 S GREAT OAKS DR	1930	FLORAL CITY
6	8398 E MAGNOLIA ST	8398 E MAGNOLIA ST	0	FLORAL CITY
7	A.T. CARROLL HOUSE	8370 E WALNUT LN	1915	FLORAL CITY
8	ALLEN HOME	8501 E ORANGE AVE	1940	FLORAL CITY
9	Atlanta Fishing Club	11198 W. Halls River Rd	1900	HOMOSASSA
10	BARNES HOME	3160 W Ocala St	1920	LECANTO
11	BARNES HOME	3591 W GULF TO LAKE HWY	1945	LECANTO
12	BELLOT HOUSE	7736 S FLORIDA AVE	1935	FLORAL CITY
13	BERRY HOUSE	8212 E ORANGE AVE	1940	FLORAL CITY
14	BOWEN / PEARL HOUSE	8715 E MARVIN ST	1938	FLORAL CITY
15	BRICK BANK BUILDING	8305 E. Orange Ave	0	FLORAL CITY
16	BURKE CEMETERY	N WHIPPOORWILL TER	1880	HERNANDO
17	CITRONELLE CEMETERY	7849 W Dunklin St	1880	DUNNELLON
18	CITRUS COUNTY CANNING FACILITY	3405 W SOUTHERN STR	1938	LECANTO
19	COFFEY HOME	8828 E JEFFERSON ST	1960	FLORAL CITY
20	COMMERCIAL HOTEL	8375 E. Orange Ave	0	FLORAL CITY
21	COVEY / COLLINS HOUSE	5765 S OLD FLORAL CITY RD	1930	FLORAL CITY
22	D.A. TOOKE HOUSE	8560 E ORANGE AVE	1905	FLORAL CITY
23	DAILY JAYNER HOME	9202 Orange Ave	0	FLORAL CITY
24	DAVIS HOUSE	797 S ROWE TERRACE	0	LECANTO
25	DILLINGER HOUSE	8072 S BEDFORD RD	1925	FLORAL CITY
26	DORSEY HOUSE	8460 E ORANGE AVE	1900	FLORAL CITY
27	DUNN HOUSE	8050 S BEDFORD RD	1906	FLORAL CITY
28	DUVAL HOME	07801 S OLD FLORAL CITY RD	1865	FLORAL CITY
29	ETNA TURPENTINE CAMP - SW CITRUS COUNTY	3625 W Oak Park Blvd.	0	HOMOSASSA
30	FARROW PLACE	9100 E BUSHNELL RD	0	FLORAL CITY
31	FELLOWS / OGDEN HOME	8846 E WASHINGTON LN	1900	FLORAL CITY
32	FLORAL CITY COMMUNITY BUILDING	8370 E ORANGE AVE	0	FLORAL CITY
33	FLORAL CITY ELEM SCHOOL	8457 E. Marvin St	1924	FLORAL CITY
34	FLORAL CITY UNITED METHODIST CHURCH	8478 E MARVIN ST	1884	FLORAL CITY
35	FORT COOPER STATE PARK	03100 S OLD FLORAL CITY RD	0	INVERNESS
36	GRINER HOUSE	8481 E ORANGE AVE	1900	FLORAL CITY
37	HAMPTONS FISH HOUSE	05380 S BOULEVARD DR	1940	HOMOSASSA
38	HANSON HOME	8219 E ORANGE AVE	1926	FLORAL CITY
39	HERNANDO CEMETERY (AF AMERICAN)	03432 E OLEANDER LN	1880	HERNANDO
40	HERNANDO COMMUNITY CEMETERY	3395 E Lemon Dr	1887	HERNANDO
41	HILLS OF REST CEMETERY	07600 S FLORIDA AVE	1884	FLORAL CITY
42	HISTORIC HERNANDO SCHOOL	2435 N FLORIDA AVE	1959	HERNANDO
43	HOLDER CEMETERY	06992 N FLORIDA AVE	1820	HERNANDO
44	HUTCHINSON HOME	8391 E MAGNOLIA ST	1900	FLORAL CITY

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

45	IRWIN TOOKE HOUSE	8532 E ORANGE AVE	1945	FLORAL CITY
46	J.T. LOVE HOUSE	8580 E ORANGE AVE	1910	FLORAL CITY
47	JOHN CASON HOUSE	2320 E STAGE COACH TRL	0	FLORAL CITY
48	JONES HOUSE	8310 E MAGNOLIA ST	0	FLORAL CITY
49	JONES PLACE	11555 S OLD JONES RD	1935	FLORAL CITY
50	JONT KNIGHT HOUSE	8219 E ORANGE AVE	1910	FLORAL CITY
51	KEATING HOME	8645 E ORANGE AVE	1929	FLORAL CITY
52	KINSEY HOUSE	7875 GREAT OAKS DR	1910	FLORAL CITY
53	KNIGHT HOUSE	9498 S ISTACHATTA RD	1916	FLORAL CITY
54	LANDRUM HOME	8740 E ORANGE AVE	1934	FLORAL CITY
55	MACRAE HOME / HOMOSASSA INN	5290 S CHEROKEE WAY	1960	HOMOSASSA
56	MAGNOLIA CEMETERY AKA LECANTO CEMETERY	3131 W Gulf to Lake Highway	1869	LECANTO
57	MANNFIELD CEMETERY	12725 S ISTACHATTA RD	1887	FLORAL CITY
58	MARSH / CLINTON HOMESTEAD	11301 E MARSH RD	0	FLORAL CITY
59	MONTAGUE FARM HOUSE	4060 E STAGE COACH TRL	0	FLORAL CITY
60	MORRIS HOME	8511 E ORANGE AVE	1930	FLORAL CITY
61	NEILL HOUSE	8360 E WALNUT LN	1956	FLORAL CITY
62	NEW HOPE CEMETERY	12689 COUNTY RD 39	1880	FLORAL CITY
63	NEW HOPE METHODIST CHURCH	12724 S ISTACHATTA RD	0	FLORAL CITY
64	OGDEN / JOHN HOME	6445 S OLD FLORAL CITY RD	0	FLORAL CITY
65	OLD DELANEY PLACE	8630 E MAGNOLIA ST	1936	FLORAL CITY
66	PLEASANT HILL BAPTIST CHURCH	08155 E MAGNOLIA ST	1955	FLORAL CITY
67	RAULERSON HOME	8858 E JEFFERSON ST	1938	FLORAL CITY
68	RED LEVEL CEMETERY	12000 W LANCELOT CT	1860	CRYSTAL RIVER
69	REED HOUSE	8300 E MAGNOLIA ST	1945	FLORAL CITY
70	ROBINSON BUILDING/CHINABERRY CLUB	8201 E. Walnut Lane	1935	FLORAL CITY
71	ROCK FILLING STATE - HERNANDO	02700 N FLORIDA AVE	1950	HERNANDO
72	ROOKS-BELLAMY CEMETERY	5330 S Old Floral City Rd	1880	FLORAL CITY
73	SHADOWBRIGHT	08100 S SHADOWBRIGHT PL	1994	FLORAL CITY
74	SHELL ISLAND	15970 SHELL ISLAND	0	HOMOSASSA
75	SMITH HOUSE	07909 S GREAT OAKS DR	1910	FLORAL CITY
76	SMOAK HOUSE/ FERRIS GROVES OFFICE	7741 S FLORIDA AVE	1955	FLORAL CITY
77	SOL MOON HOUSE	8860 E ORANGE AVE	1900	FLORAL CITY
78	STAGE POND CEMETERY	01280 E STAGE COACH TRL	1830	INVERNESS
79	STAGE STAND CEMETERY	04571 S SUNCOAST BLVD	1905	HOMOSASSA
80	STOKES HOME	4400 Old Floral City Rd	1930	FLORAL CITY
81	STOKES HOME	10900 E TRAILS END RD	1932	FLORAL CITY
82	TANKY HOUSE	8778 E ORANGE AVE	1904	FLORAL CITY
83	TOOKE / TOM HOUSE	8715 E ORANGE AVE	1935	FLORAL CITY
84	TRADING POST	8261 E ORANGE AVE	1924	FLORAL CITY
85	WHILDEN HOUSE - HOMOSASSA	05505 S R K TER	1926	HOMOSASSA
86	WILLIAMS CEMETERY	8654 S GREAT OAKS	1905	FLORAL CITY
87	WISHING STONE TAVERN	05975 S FLORIDA AVE	1925	FLORAL CITY
88	WISHING STONE TOURIST COTTAGES	6040 S FLORIDA AVE	1956	FLORAL CITY
89	WISHINGTON TOURIST COTTAGES	5916 S. Florida Ave	1920	FLORAL CITY
90	YULEE SUGAR MILL HISTORIC RUINS STATE PARK	10516 W YULEE DR	1850	HOMOSASSA
91	ZELLNER, E.A. HOME	10301 E TRAILS END RD	1930	FLORAL CITY
92	ZIMMERMAN HOUSE	8441 E ORANGE AVE	1920	FLORAL CITY

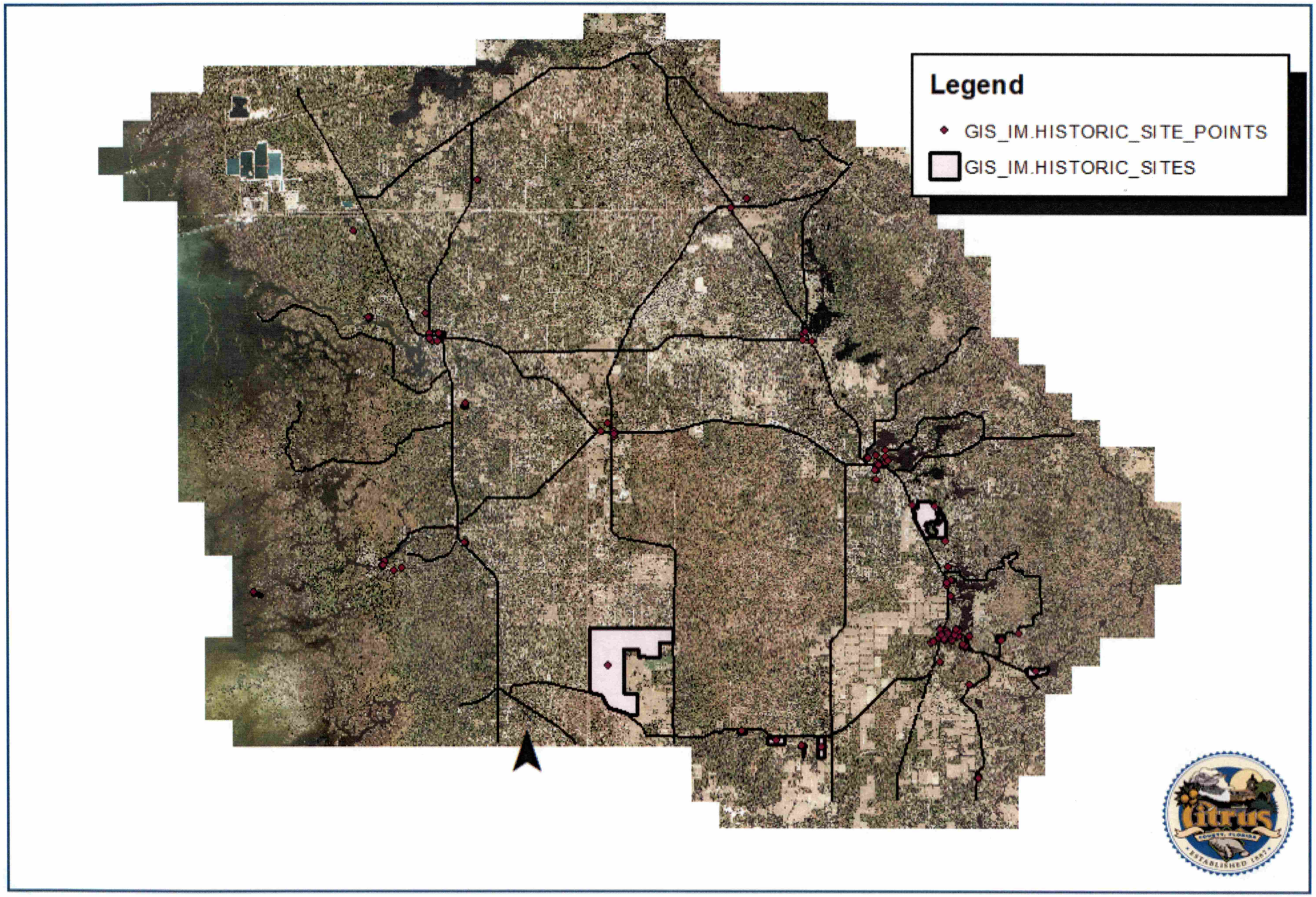
Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)



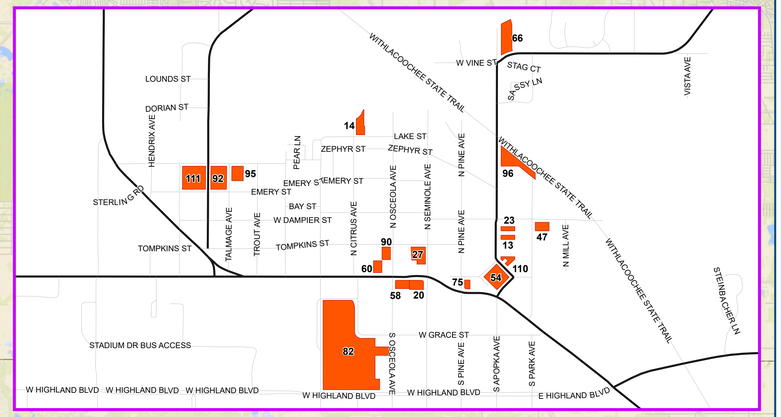
Citrus County
Historical Site Maps

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

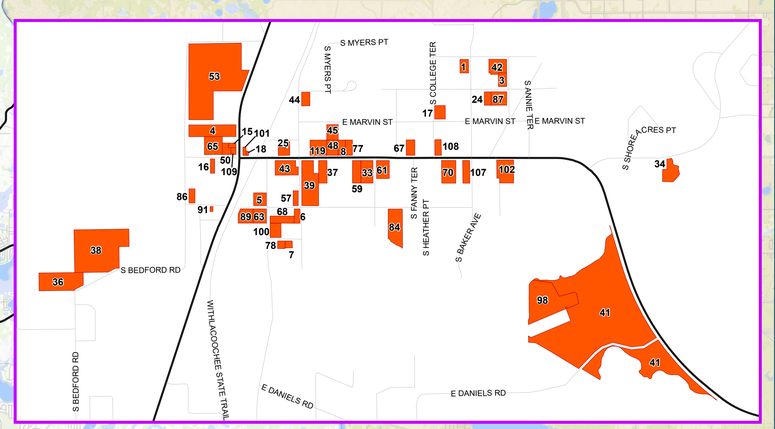
LOCAL HISTORIC SITES 2020 - CITRUS COUNTY



	NAME	SITE ADDRESS	YEAR BUILT	CITY
1	07544 S BAKER AVE	07544 S BAKER AVE	1950	FLORAL CITY
2	1214 W POSTAL LANE	1214 W POSTAL LANE	1945	LECANTO
3	7576 S DUVAL TER/8845 E. JEFFERSON ST	7576 S DUVAL TER	1938	FLORAL CITY
4	7698 S FLORIDA AVE	7698 S FLORIDA AVE	1940	FLORAL CITY
5	7848 S GREAT OAKS DR	7848 S GREAT OAKS DR	1930	FLORAL CITY
6	8398 E MAGNOLIA ST	8398 E MAGNOLIA ST	0	FLORAL CITY
7	A.T. CARROLL HOUSE	8370 E WALNUT LN	1915	FLORAL CITY
8	ALLEN HOME	8501 E ORANGE AVE	1940	FLORAL CITY
9	Atlanta Fishing Club	11198 W. Halls River Rd	1900	HOMOSASSA
10	Banco/Heritage House, aka Eubanks/Edwards House	506 S/B 736 N. Citrus Ave	1887	CRYSTAL RIVER
11	BARNES HOME	3160 W Ocala St	1920	LECANTO
12	BARNES HOME	3591 W GULF TO LAKE HWY	1945	LECANTO
13	BAXLEY COCA COLA BUILDING	120 N Apopka Ave	1932	INVERNESS
14	Baxter Morrison House	414 Lake St	1905	INVERNESS
15	BELLOT HOUSE	7736 S FLORIDA AVE	1935	FLORAL CITY
16	BERRY HOUSE	8212 E ORANGE AVE	1940	FLORAL CITY
17	BOWEN / PEARL HOUSE	8715 E MARVIN ST	1938	FLORAL CITY
18	BRICK BANK BUILDING	8305 E. Orange Ave	0	FLORAL CITY
19	BURKE CEMETERY	N WHIPPOORWILL TER	1880	HERNANDO
20	CARTER HOUSE / ST. PETERSBURG TIMES BUILDING	301 W MAIN ST	1903	INVERNESS
21	CITRONELLE CEMETERY	7949 W Dunklin St	1880	DUNNELLON
22	CITRUS COUNTY CANNING FACILITY	3405 W SOUTHERN STR	1938	LECANTO
23	Clark House/Coldwell Bankers	124 N Apopka Ave	1975	INVERNESS
24	COFFEY HOME	8828 E JEFFERSON ST	1960	FLORAL CITY
25	COMMERCIAL HOTEL	8375 E. Orange Ave	0	FLORAL CITY
26	COVEY / COLLINS HOUSE	5765 S OLD FLORAL CITY RD	1930	FLORAL CITY
27	CROWN HOTEL	109 N SEMINOLE AVE	1905	INVERNESS
28	Crystal River Archaeological State Park -Crystal River	3400 N. Museum Point	0	CRYSTAL RIVER
29	CRYSTAL RIVER CEMETERY	N. 3rd St. at NE 4th Avenue	1860	CRYSTAL RIVER
30	Crystal River Depot	109 NE Crystal St	1900	CRYSTAL RIVER
31	CRYSTAL RIVER MEMORIAL PARK CEMETARY	8300 W VENABLE ST	0	CRYSTAL RIVER
32	Crystal River Middle School	332 S/B 344 NE Crystal St	1924	Crystal River
33	D.A. TOOKE HOUSE	8560 E ORANGE AVE	1905	FLORAL CITY
34	DAILY JARNER HOME	9202 Orange Ave	0	FLORAL CITY
35	DAVIS HOUSE	797 S ROWE TERRACE	0	LECANTO
36	DILLINGER HOUSE	8072 S BEDFORD RD	1925	FLORAL CITY
37	DORSEY HOUSE	8460 E ORANGE AVE	1900	FLORAL CITY
38	DUNN HOUSE	8650 S BEDFORD RD	1906	FLORAL CITY
39	DUVAL HOME	07801 S OLD FLORAL CITY RD	1865	FLORAL CITY
40	ETNA TURPENTINE CAMP - SW CITRUS COUNTY	3625 W Oak Park Blvd.	0	HOMOSASSA
41	FARROW PLACE RD	9100 E BUSHNELL RD	0	FLORAL CITY
42	FELLOWS / OGDEN HOME	8846 E WASHINGTON LN	1900	FLORAL CITY
43	FLORAL CITY COMMUNITY BUILDING	8370 E ORANGE AVE	0	FLORAL CITY
44	FLORAL CITY ELEM SCHOOL	8457 E. Marvin St	1924	Floral City
45	FLORAL CITY UNITED METHODIST CHURCH	8478 E MARVIN ST	1884	FLORAL CITY
46	FORT COOPER STATE PARK	03100 S OLD FLORAL CITY RD	0	INVERNESS
47	GREATER MT CARMEL BAPTIST CHURCH	122 DR MARTIN L KING JR	1894	INVERNESS
48	GRINER HOUSE	8481 E ORANGE AVE	1900	FLORAL CITY
49	HAMPTONS FISH HOUSE	05380 S BOULEVARD DR	1940	HOMOSASSA
50	HANSON HOME	8219 E ORANGE AVE	1926	FLORAL CITY
51	HERNANDO CEMETERY (AF AMERICAN)	02432 E COLEMOOR LN	1880	HERNANDO
52	HERNANDO COMMUNITY CEMETERY	3395 E Lemon Dr	1887	HERNANDO
53	HILLS OF REST CEMETERY	07600 S FLORIDA AVE	1884	FLORAL CITY
54	HISTORIC CITRUS COUNTY COURTHOUSE / HERITAGE MUSEUM	1 COURTHOUSE SQ	1912	INVERNESS
55	HISTORIC HERNANDO SCHOOL	2435 N FLORIDA AVE	1959	HERNANDO
56	HOLDER CEMETERY	06992 N FLORIDA AVE	1820	HERNANDO
57	HUTCHINSON HOME	8391 E MAGNOLIA ST	1900	FLORAL CITY
58	INVERNESS WOMANS CLUB - LANDMARK REALTY	311 W MAIN ST	1940	INVERNESS
59	IRWIN TOOKE HOUSE	8532 E ORANGE AVE	1945	FLORAL CITY
60	J.K. KELLY / MARGARET BUTTS HOUSE	410 W MAIN ST	1903	INVERNESS
61	JT LOVE HOUSE	8580 E ORANGE AVE	1910	FLORAL CITY
62	JOHN CASON HOUSE	2320 E STAGE COACH TRL	0	FLORAL CITY
63	JONES HOUSE	8310 E MAGNOLIA ST	0	FLORAL CITY
64	JONES PLACE	11555 S OLD JONES RD	1935	FLORAL CITY
65	JONT KNIGHT HOUSE	8219 E ORANGE AVE	1910	FLORAL CITY
66	JULES BREUCHAUD ESTATE	06115 E VINE ST	1926	INVERNESS
67	KEATING HOME	8645 E ORANGE AVE	1929	FLORAL CITY
68	KINSEY HOUSE	7875 GREAT OAKS DR	1910	FLORAL CITY
69	KNIGHT HOUSE	9498 S ISTACHATTA RD	1916	FLORAL CITY
70	LANDRUM HOME	8740 E ORANGE AVE	1934	FLORAL CITY
71	MACRAE HOME / HOMOSASSA INN	5290 S CHEROKEE WAY	1960	HOMOSASSA
72	MAGNOLIA CEMETERY AKA LECANTO CEMETERY	3131 W Gulf to Lake Highway	1869	LECANTO
73	MANNFIELD CEMETERY	12725 S ISTACHATTA RD	1887	FLORAL CITY
74	MARSH / CLINTON HOMESTEAD	11301 E MARSH RD	0	FLORAL CITY
75	MASONIC TEMPLE	111 N MAIN ST	1904	INVERNESS
76	MONTAGUE FARM HOUSE	4060 E STAGE COACH TRL	0	FLORAL CITY
77	MORRIS HOME	8511 E ORANGE AVE	1930	FLORAL CITY
78	NEILL HOUSE	8360 E WALNUT LN	1956	FLORAL CITY
79	NEW HOPE CEMETERY	12689 COUNTY RD 39	1880	FLORAL CITY
80	NEW HOPE METHODIST CHURCH	12724 S ISTACHATTA RD	0	FLORAL CITY
81	OGDEN / JOHN HOME	6445 S OLD FLORAL CITY RD	0	FLORAL CITY
82	OLD CITRUS HIGH SCHOOL / CITRUS MEMORIAL HOSPITAL	00502 W HIGHLAND BLVD	1911	INVERNESS
83	Old Crystal River City Hall/Coastal Heritage Museum	123 S/B 532 N. Citrus Ave	1939	CRYSTAL RIVER
84	OLD DELANEY PLACE	8630 E MAGNOLIA ST	1936	FLORAL CITY
85	PINE RIDGE CEMETERY (AF AMERICAN)	00500 S LINE AVE	1880	INVERNESS
86	PLEASANT HILL BAPTIST CHURCH	08155 E MAGNOLIA ST	1955	FLORAL CITY
87	RAULERSON HOME	8858 E JEFFERSON ST	1938	FLORAL CITY
88	RED LEVEL CEMETERY	12000 W LANCELOT CT	1860	CRYSTAL RIVER
89	REED HOUSE	8300 E MAGNOLIA ST	1945	FLORAL CITY
90	ROBERT O. HICKS HOUSE	601 TOMPKINS ST	1900	INVERNESS
91	Robinson Building/Chinaberry Club	8201 E. Walnut Lane	1935	FLORAL CITY
92	Robinson/Wigmore House	811 W Zephyr St	1910	INVERNESS
93	ROCK FILLING STATE - HERNANDO	02700 N FLORIDA AVE	1950	HERNANDO
94	ROOKS-BELLAMY CEMETERY	5330 S Old Floral City Rd	1880	FLORAL CITY
95	RUFF-SCOFIELD HOUSE	805 W ZEPHYR ST	1910	INVERNESS
96	SEABOARD AIRLINE RR DEPOT	00300 N APOPKA AVE	1890	INVERNESS
97	Seminole Club - Crystal River	135 NE 3rd St	1924	CRYSTAL RIVER
98	SHADOWBRIGHT	08100 S SHADOWBRIGHT PL	1994	FLORAL CITY
99	SHELL ISLAND	15970 SHELL ISLAND	0	HOMOSASSA
100	SMITH HOUSE	07909 S GREAT OAKS DR	1910	FLORAL CITY
101	SMOAK HOUSE/ FERRIS GROVES OFFICE	7741 S FLORIDA AVE	1955	FLORAL CITY
102	SOL MOON HOUSE	8860 E ORANGE AVE	1900	FLORAL CITY
103	STAGE POND CEMETERY	01280 E STAGE COACH TRL	1830	INVERNESS
104	STAGE STAND CEMETERY	04571 S SUNCOAST BLVD	1905	HOMOSASSA
105	STOKES HOME	4400 Old Floral City Rd	1930	Floral City
106	STOKES HOME	10900 E TRAILS END RD	1932	FLORAL CITY
107	TENNY HOUSE	8778 E ORANGE AVE	1904	FLORAL CITY
108	TOOKE / TOM HOUSE	8715 E ORANGE AVE	1935	FLORAL CITY
109	TRADING POST	8261 E ORANGE AVE	1924	FLORAL CITY
110	VALERIA THEATER	207 COURTHOUSE SQ.	1925	INVERNESS
111	Warnock/Albritton House	227 N Ella Ave	1890	INVERNESS
112	WHILDEN HOUSE - HOMOSASSA	05505 S R K TER	1926	HOMOSASSA
113	WILLIAMS CEMETERY	8654 S GREAT OAKS	1905	FLORAL CITY
114	WISHING STONE TAVERN	05975 S FLORIDA AVE	1925	FLORAL CITY
115	WISHING STONE TOURIST COTTAGES	6040 S FLORIDA AVE	1956	FLORAL CITY
116	WISHINGTON TOURIST COTTAGES	5916 S. Florida Ave	1920	FLORAL CITY
117	YULEE SUGAR MILL HISTORIC RUINS STATE PARK	10516 W YULEE DR	1850	HOMOSASSA
118	ZELLNER, E.A. HOME	10301 E TRAILS END RD	1930	FLORAL CITY
119	ZIMMERMAN HOUSE	8441 E ORANGE AVE	1920	FLORAL CITY



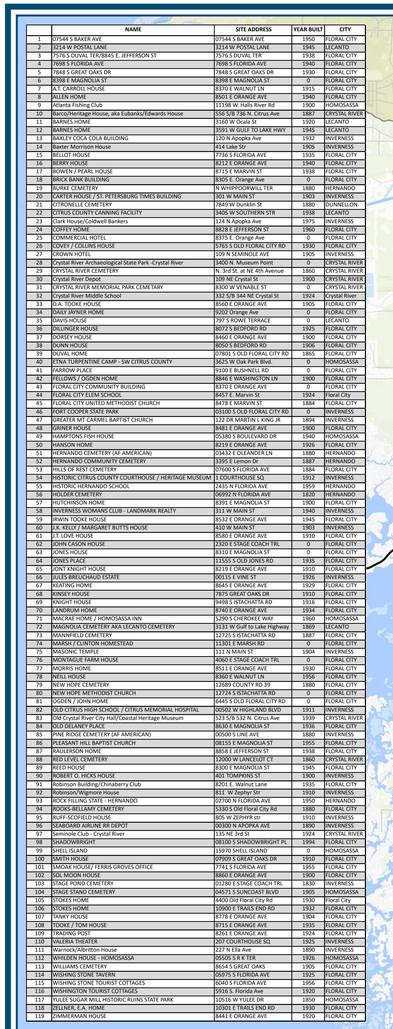
INVERNESS INSET



FLORAL CITY INSET

SEE INVERNESS INSET

SEE FLORAL CITY INSET



Sources: Esri, HERE, DeLorme, increment P Corp., NPS, NRCan, Ordnance Survey, © OpenStreetMap contributors, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

Legend

Historical Sites

Corporate Boundary

Citrus County Historical Sites

Geographic Information Systems

Prepared By : Susan O'Connell

Date: October 26, 2020

Source: Enterprise Geodatabase

Map Number: SO0001072

Cynthia P. Skelhorn
Director

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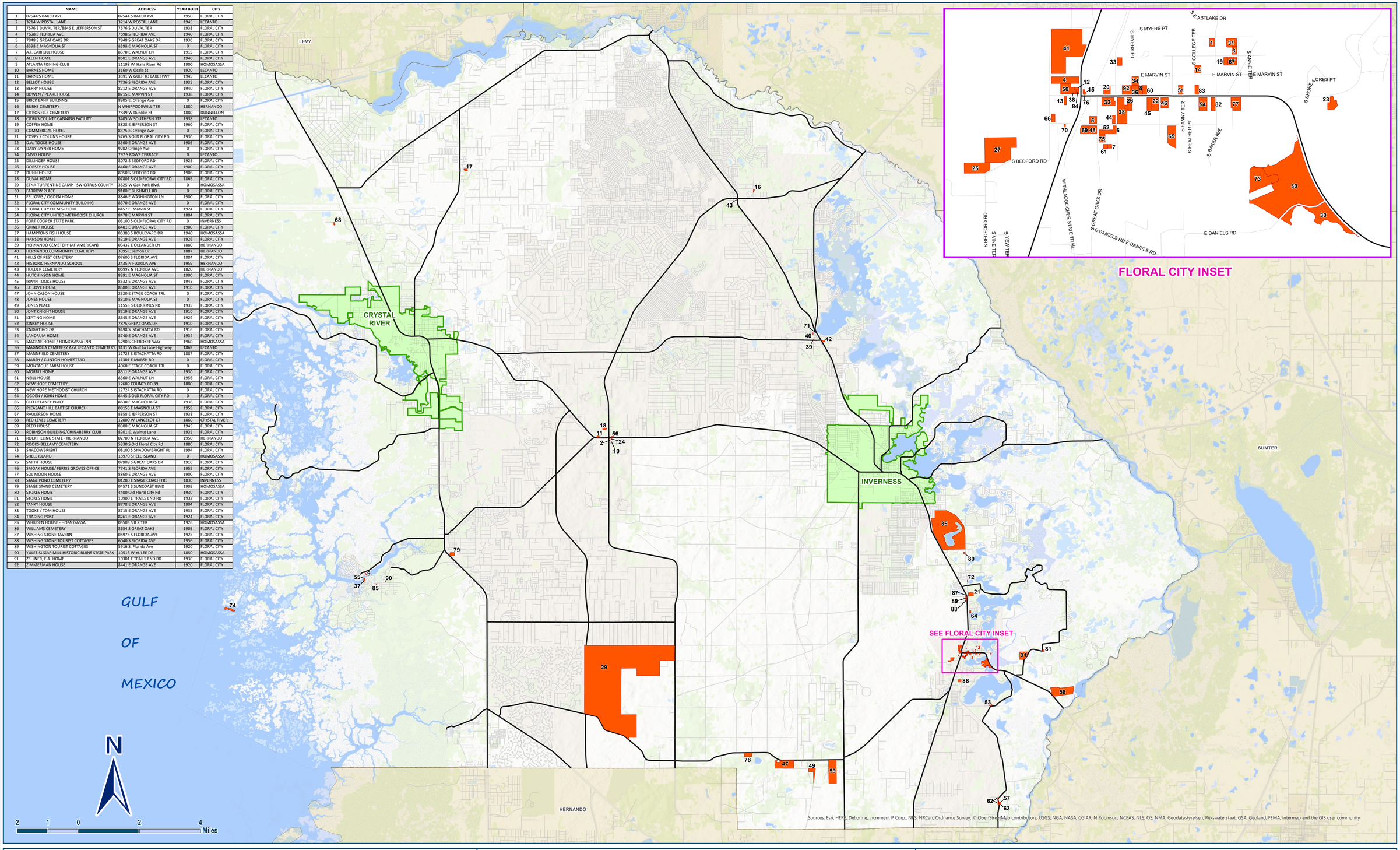
Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

	NAME	ADDRESS	YEAR BUILT	CITY
1	07544 S BAKER AVE	07544 S BAKER AVE	1950	FLORAL CITY
2	3214 W POSTAL LANE	3214 W POSTAL LANE	1945	LECANTO
3	7576 S DUVAL TER/8845 E. JEFFERSON ST	7576 S DUVAL TER	1938	FLORAL CITY
4	7698 S FLORIDA AVE	7698 S FLORIDA AVE	1940	FLORAL CITY
5	7848 S GREAT OAKS DR	7848 S GREAT OAKS DR	1930	FLORAL CITY
6	8398 E MAGNOLIA ST	8398 E MAGNOLIA ST	0	FLORAL CITY
7	A.T. CARROLL HOUSE	8370 E WALNUT LN	1915	FLORAL CITY
8	ALLEN HOME	8501 E ORANGE AVE	1940	FLORAL CITY
9	ATLANTA FISHING CLUB	11198 W. Halls River Rd	1900	HOMOSASSA
10	BARNES HOME	3160 W Ocala St	1920	LECANTO
11	BARNES HOME	3591 W GULF TO LAKE HWY	1945	LECANTO
12	BELLOT HOUSE	7736 S FLORIDA AVE	1935	FLORAL CITY
13	BERRY HOUSE	8212 E ORANGE AVE	1940	FLORAL CITY
14	BOWEN / PEARL HOUSE	8715 E MARVIN ST	1938	FLORAL CITY
15	BRICK BANK BUILDING	8305 E. Orange Ave	0	FLORAL CITY
16	BURKE CEMETERY	N WHIPPOORWILL TER	1880	HERNANDO
17	CITRONELLE CEMETERY	7849 W Dunklin St	1880	DUNNELLON
18	CITRUS COUNTY CANNING FACILITY	3405 W SOUTHERN STR	1938	LECANTO
19	COFFEY HOME	8828 E JEFFERSON ST	1960	FLORAL CITY
20	COMMERCIAL HOTEL	8375 E. Orange Ave	0	FLORAL CITY
21	COVEY / COLLINS HOUSE	5765 S OLD FLORAL CITY RD	1930	FLORAL CITY
22	D.A. TOOKE HOUSE	8560 E ORANGE AVE	1905	FLORAL CITY
23	DAILY JAYNER HOME	9202 Orange Ave	0	FLORAL CITY
24	DAVIS HOUSE	797 S ROWE TERRACE	0	LECANTO
25	DILLINGER HOUSE	8072 S BEDFORD RD	1925	FLORAL CITY
26	DORSEY HOUSE	8460 E ORANGE AVE	1900	FLORAL CITY
27	DUNN HOUSE	8050 S BEDFORD RD	1906	FLORAL CITY
28	DUVAL HOME	07801 S OLD FLORAL CITY RD	1865	FLORAL CITY
29	ETNA TURPENTINE CAMP - SW CITRUS COUNTY	3625 W Oak Park Blvd.	0	HOMOSASSA
30	FARROW PLACE	9100 E BUSHNELL RD	0	FLORAL CITY
31	FELLOWS / OGDEN HOME	8846 E WASHINGTON LN	1900	FLORAL CITY
32	FLORAL CITY COMMUNITY BUILDING	8370 E ORANGE AVE	0	FLORAL CITY
33	FLORAL CITY ELEM SCHOOL	8457 E. Marvin St	1924	FLORAL CITY
34	FLORAL CITY UNITED METHODIST CHURCH	8478 E MARVIN ST	1884	FLORAL CITY
35	FORT COOPER STATE PARK	03100 S OLD FLORAL CITY RD	0	INVERNESS
36	GRINER HOUSE	8481 E ORANGE AVE	1900	FLORAL CITY
37	HAMPTONS FISH HOUSE	05380 S BOULEVARD DR	1940	HOMOSASSA
38	HANSON HOME	8219 E ORANGE AVE	1926	FLORAL CITY
39	HERNANDO CEMETERY (AF AMERICAN)	03432 E OLEANDER LN	1880	HERNANDO
40	HERNANDO COMMUNITY CEMETERY	3395 E Lemon Dr	1887	HERNANDO
41	HILLS OF REST CEMETERY	07600 S FLORIDA AVE	1884	FLORAL CITY
42	HISTORIC HERNANDO SCHOOL	2435 N FLORIDA AVE	1959	HERNANDO
43	HOLDER CEMETERY	06992 N FLORIDA AVE	1820	HERNANDO
44	HUTCHINSON HOME	8391 E MAGNOLIA ST	1900	FLORAL CITY
45	IRWIN TOOKE HOUSE	8532 E ORANGE AVE	1945	FLORAL CITY
46	J.T. LOVE HOUSE	8580 E ORANGE AVE	1910	FLORAL CITY
47	JOHN CASON HOUSE	2320 E STAGE COACH TRL	0	FLORAL CITY
48	JONES HOUSE	8310 E MAGNOLIA ST	0	FLORAL CITY
49	JONES PLACE	11555 S OLD JONES RD	1935	FLORAL CITY
50	JONT KNIGHT HOUSE	8219 E ORANGE AVE	1910	FLORAL CITY
51	KEATING HOME	8645 E ORANGE AVE	1929	FLORAL CITY
52	KINSEY HOUSE	7875 GREAT OAKS DR	1910	FLORAL CITY
53	KNIGHT HOUSE	9498 S ISTACHATTA RD	1916	FLORAL CITY
54	LANDRUM HOME	8740 E ORANGE AVE	1934	FLORAL CITY
55	MACRAE HOME / HOMOSASSA INN	5290 S CHEROKEE WAY	1960	HOMOSASSA
56	MAGNOLIA CEMETERY AKA LECANTO CEMETERY	3131 W Gulf to Lake Highway	1869	LECANTO
57	MANNFIELD CEMETERY	12725 S ISTACHATTA RD	1887	FLORAL CITY
58	MARSH / CLINTON HOMESTEAD	11301 E MARSH RD	0	FLORAL CITY
59	MONTAGUE FARM HOUSE	4060 E STAGE COACH TRL	0	FLORAL CITY
60	MORRIS HOME	8511 E ORANGE AVE	1930	FLORAL CITY
61	NEILL HOUSE	8360 E WALNUT LN	1956	FLORAL CITY
62	NEW HOPE CEMETERY	12689 COUNTY RD 39	1880	FLORAL CITY
63	NEW HOPE METHODIST CHURCH	12724 S ISTACHATTA RD	0	FLORAL CITY
64	OGDEN / JOHN HOME	6445 S OLD FLORAL CITY RD	0	FLORAL CITY
65	OLD DELANEY PLACE	8630 E MAGNOLIA ST	1936	FLORAL CITY
66	PLEASANT HILL BAPTIST CHURCH	08155 E MAGNOLIA ST	1955	FLORAL CITY
67	RALLERSON HOME	8858 E JEFFERSON ST	1938	FLORAL CITY
68	RED LEVEL CEMETERY	12000 W LANCELOT CT	1860	CRYSTAL RIVER
69	REED HOUSE	8300 E MAGNOLIA ST	1945	FLORAL CITY
70	ROBINSON BUILDING/CHINABERRY CLUB	8201 E. Walnut Lane	1935	FLORAL CITY
71	ROCK FILLING STATE - HERNANDO	02700 N FLORIDA AVE	1950	HERNANDO
72	ROOKS-BELLAMY CEMETERY	5330 S Old Floral City Rd	1880	FLORAL CITY
73	SHADOWBRIGHT	08100 S SHADOWBRIGHT PL	1994	FLORAL CITY
74	SHELL ISLAND	15970 SHELL ISLAND	0	HOMOSASSA
75	SMITH HOUSE	07909 S GREAT OAKS DR	1910	FLORAL CITY
76	SMOAK HOUSE/ FERRIS GROVES OFFICE	7741 S FLORIDA AVE	1955	FLORAL CITY
77	SOL MOON HOUSE	8860 E ORANGE AVE	1900	FLORAL CITY
78	STAGE POND CEMETERY	01280 E STAGE COACH TRL	1830	INVERNESS
79	STAGE STAND CEMETERY	04571 S SUNCOAST BLVD	1905	HOMOSASSA
80	STOKES HOME	4400 Old Floral City Rd	1930	FLORAL CITY
81	STOKES HOME	10900 E TRAILS END RD	1932	FLORAL CITY
82	TANKY HOUSE	8778 E ORANGE AVE	1904	FLORAL CITY
83	TOOKE / TOM HOUSE	8715 E ORANGE AVE	1935	FLORAL CITY
84	TRADING POST	8261 E ORANGE AVE	1924	FLORAL CITY
85	WHILDEN HOUSE - HOMOSASSA	05505 S R K TER	1926	HOMOSASSA
86	WILLIAMS CEMETERY	8654 S GREAT OAKS	1905	FLORAL CITY
87	WISHING STONE TAVERN	05975 S FLORIDA AVE	1925	FLORAL CITY
88	WISHING STONE TOURIST COTTAGES	6040 S FLORIDA AVE	1956	FLORAL CITY
89	WISHINGTON TOURIST COTTAGES	5916 S. Florida Ave	1920	FLORAL CITY
90	YULEE SUGAR MILL HISTORIC RUINS STATE PARK	10516 W YULEE DR	1850	HOMOSASSA
91	ZELLNER, E.A. HOME	10301 E TRAILS END RD	1930	FLORAL CITY
92	ZIMMERMAN HOUSE	8441 E ORANGE AVE	1920	FLORAL CITY



Legend

Historical Sites

Corporate Boundary

Citrus County Historical Sites

Geographic Information Systems

Prepared By : Susan O'Connell

Date: October 28, 2020

Source: Enterprise Geodatabase

Map Number: SO001072A

Cynthia P. Skelhorn
Director

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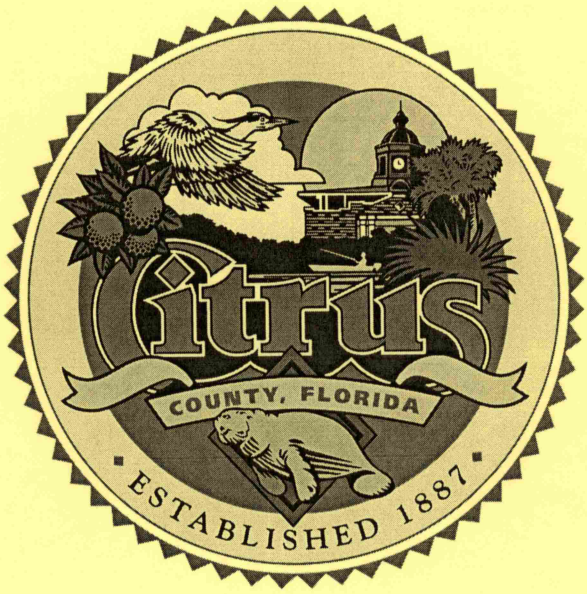
Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)



Citrus County
HRAB Meeting Minutes

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

CITRUS COUNTY
HISTORICAL RESOURCES ADVISORY BOARD
Lecanto Government Building, 3600 W. Sovereign Path, Rm. 166
Lecanto, FL
October 7, 2020 – 4:00 pm
AGENDA

****

William Burda	Staff:
Mark Hammer	Michael Sherman, AICP, Growth Mgmt Director
Kandice Bellamy McPherson	Katherine Turner, Historical Resources Manager
Walter "Bud" Osborn	Janine Newman

****

A. Call to Order

B. Pledge of Allegiance

C. Roll Call and Verification of quorum

D. Persons wishing to address the Board

E. Approval of meeting minutes
- June 3, 2020

F. New Business
- Old Fairground Historic Designation
- HRAB Ordinance

G. Old Business
- CLG Application Update

H. Historical Resources Officer News

I. Board Member Business

J. Staff Comments

K. **Adjourn**

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

CITRUS COUNTY
HISTORICAL RESOURCES ADVISORY BOARD
Lecanto Government Building, 3600 W. Sovereign Path, Rm. 166
Lecanto, FL
December 2, 2020 – 4:00 pm
AGENDA

****

William Burda
Mark Hammer
Kandice Bellamy McPherson
Walter "Bud" Osborn
Thomas Williford

Staff:
Michael Sherman, AICP, Growth Mgmt Director
Katherine Turner, Historical Resources Manager
Janine Newman

****

A. Call to Order

B. Pledge of Allegiance

C. Roll Call and Verification of quorum

D. Persons wishing to address the Board

E. Approval of meeting minutes
- October 7, 2020

F. Approval of 2021 meeting dates

G. New Business

H. Old Business
- CLG Annual Report
- Old Fairgrounds: J. Murray & Alma B. Davis Heritage Site
  3132 W Gulf to Lake Hwy, Lecanto
- Ordinance

I. Historical Resources Officer News

J. Board Member Business

K. Staff Comments

L. **Adjourn**

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

CITRUS COUNTY
HISTORICAL RESOURCES ADVISORY BOARD
Lecanto Government Building, 3600 W. Sovereign Path, Rm. 166
Lecanto, FL
February 3, 2021 – 4:00 pm
AGENDA

****

Mark Hammer
Angel Lewis
Kandice Bellamy McPherson
Walter "Bud" Osborn
Thomas Williford

Staff:
Michael Sherman
Katherine Turner
Janine Newman

A. Call to Order

B. Pledge of Allegiance

C. Swearing In of New Members / Introductions

D. Roll Call and Verification of Quorum

E. Nominate & appoint new Chairman/Vice Chairman

F. Persons wishing to address the Board

G. Approval of meeting minutes
a. December 2, 2020

H. New Business
a. Daughters of the American Revolution (DAR) Heritage Marker at Historic Hernando School

I. Old Business

J. Historical Resources Officer News
a. Post WWII Tract Homes

K. Board Member Business

L. Staff Comments

M. Upcoming Meeting Announcement – April 7, 2021

N. **Adjourn**

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

CITRUS COUNTY
HISTORICAL RESOURCES ADVISORY BOARD
Lecanto Government Building, 3600 W. Sovereign Path, Rm. 166
Lecanto, FL
April 7, 2021 – 4:00 pm
AGENDA

****

Mark Hammer
Angel Lewis
Kandice Bellamy McPherson
Walter "Bud" Osborn
Thomas Williford

Staff:
Michael Sherman
Katherine Turner
Janine Newman

A. Call to Order

B. Pledge of Allegiance

C. Roll Call and Verification of Quorum

D. Persons wishing to address the Board

E. Approval of meeting minutes
a. February 3, 2021

F. New Business

G. Old Business
a. Proposed Ordinance – Item "7E" Verbiage

H. Historical Resources Officer News
a. DAR Historical Marker Update

I. Board Member Business

J. Staff Comments

K. Upcoming Meeting Announcement – June 2, 2021

L. **Adjourn**

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

CITRUS COUNTY
HISTORICAL RESOURCES ADVISORY BOARD
Lecanto Government Building, 3600 W. Sovereign Path, Rm. 166
Lecanto, FL
June 2, 2021 – 4:00 pm
AGENDA

****

Mark Hammer, Chairman
Angel Lewis
Kandice Bellamy McPherson
Walter "Bud" Osborn
Thomas Williford, Vice Chair

Staff:
Michael Sherman
Katherine Turner
Janine Newman

A. Call to Order

B. Pledge of Allegiance

C. Roll Call and Verification of Quorum

D. Persons wishing to address the Board

E. Approval of meeting minutes
a. April 7, 2021

F. New Business

G. Old Business

H. Historical Resources Officer News

I. Board Member Business

J. Staff Comments

K. Upcoming Meeting Announcement – August 4, 2021

L. **Adjourn**

Meeting did not meet quorum

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

CITRUS COUNTY
HISTORICAL RESOURCES ADVISORY BOARD
Lecanto Government Building, 3600 W. Sovereign Path, Rm. 166
Lecanto, FL
October 7, 2020 at 4:00 pm
MINUTES

Board Members Present:
Mark Hammer, Chairman
Kandice Bellamy McPherson , Vice Chairman
William Burda
Walter "Bud" Osborn

Staff Present:
Michael Sherman, AICP, Growth Management Director
Katherine Turner, Historical Resources Manager
Janine Newman

Call to Order:
Mark Hammer called the meeting to order at 4:00 pm. Followed by the Pledge of Allegiance.

Roll Call:
Janine Newman called roll and verified that we have quorum.

Persons wishing to address the Board: None

Approval of the meeting minutes:
Motion by Kandice Bellamy McPherson to approve the minutes of the June 3, 2020 meeting as presented; seconded by Bud Osborn. Motion carried unanimously.

New Business:
- Old Fairgrounds Historic Designation – Property located at 3132 W Gulf to Lake Highway, Lecanto, where the first county fair was held for Citrus County, official name "The J. Murray & Alma B. Davis Heritage Site". Mr. Sherman has been speaking on and off with Ms. McPherson regarding the historic designation. The property was donated to the Historical Society in the 1980's. It is a cool site and all that remains is a thickly wooded forest with some trails. The person who donated the property would like to see it utilized as a public site for historical resources. The Local designation is an easy application process as is the State Master Listing. The National Registry is a little more complicated. Mr. Hammer suggested we wait to pursue the National Registry until we are more comfortable with our CLG designation, which was just accepted July 22, 2020. Mr. Sherman suggested we put on the next meeting agenda for the Board to provide official direction on pursuing this.

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

- Aesthetic Ordinance - Mr. Sherman met with the Builder's Alliance and administration – the roof pitch will be removed from the ordinance.

- HRAB Ordinance - Mr. Sherman would like to modify the current ordinance to correct an incorrect ordinance number referenced and to increase the number of members. With the quorum issues that we've been having we can increase members and maintain the quorum at four.

  Motion by Mark Hammer to modify the ordinance to increase the number of members to include a total of seven, which would incorporate two alternatives and maintain a total of four to meet the quorum and to update any corrections required to bring ordinance numbers referenced to be more comprehensive, seconded by Bud Osborn. After discussion, motion carried unanimously.

- CLG Status – Citrus County was approved 7/22/2020 and we are currently in the process of completing our annual report, which is due by the end of November.

Historic Resource Officer News:

- Ms. Turner discussed the Virtual Program World and indicated that they have developed (2) virtual hybrid programs.

Board Member Business: None

Staff Comments: None

Next meeting: *December 2, 2020 at 4:00 p.m. in Room 166.*

Meeting adjourned: 4:40 P.M.

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

CITRUS COUNTY
HISTORICAL RESOURCES ADVISORY BOARD
Lecanto Government Building, 3600 W. Sovereign Path, Rm. 166
Lecanto, FL
December 2, 2020 at 4:00 pm
MINUTES

Board Members Present:
Mark Hammer, Chairman
Thomas Williford
William Burda
Walter "Bud" Osborn

Staff Present:
Michael Sherman, AICP, Growth Management Director
Katherine Turner, Historical Resources Manager
Janine Newman

Call to Order:
Mark Hammer called the meeting to order at 4:00 pm. Followed by the Pledge of Allegiance.

Roll Call:
Janine Newman called roll and verified that we have quorum.

Persons wishing to address the Board: None

Approval of the meeting minutes:
Motion by Bud Osborn to approve the minutes of the June 3, 2020 meeting as presented; seconded by William Burda. Motion carried unanimously.

Approval of 2021 meeting dates minutes:
Motion by William Burda to approve the 2021 meeting dates as presented; seconded by Tom Williford. Motion carried unanimously.

New Business: None

Old Business:
- CLG – The annual report was submitted on November 13, 2020 and is currently being reviewed. If further information is required, Janine Newman will be notified and she will provide whatever is needed. There will be CLG training on December 16, 2020 presented by the Division of Historical Resources. Further details will be emailed once they are received.
- Old Fairgrounds – Mr. Sherman will schedule a meeting with Kandice Bellamy McPherson to further discuss the historic designation for the Old Fairgrounds.

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

- Ordinance – At the October 7, 2020 the Board asked that the Ordinance be amended to include (2) alternates and change from a 2-year term to a 4-year term. There was also some verbiage regarding working towards becoming a CLG, which could now be removed. The marked up ordinance was presented to the Board.

  Motion by William Burda to approve the modifications made to the ordinance as presented; seconded by Tom Williford. Motion carried unanimously.

Historic Resource Officer News:

- New "Holiday Traditions in Florida" is now open at the Old Courthouse Heritage Museum.
- The Duke Energy $5000 grant has been received for the development of the digital interpretation exhibit.
- Lesson Plans are being developed for the Virtual Program.

Board Member Business:

- Mr. Hammer asked about the reroof permit in Floral City that recently came up. Due to the meeting schedule, we were not able to get the permit in front of the Board to review. Mr. Sherman, concerned due to hurricane conditions at the time, made an administrative determination to allow the reroof. The Board was in agreement that the Growth Management Director should be able to make the determination. Mr. Sherman will modify section "7E" of the ordinance to allow this and he will bring it back to the Board at the next meeting.

Staff Comments: None

Next meeting: *February 3, 2021 at 4:00 p.m. in Room 166.*

Meeting adjourned: 5:01 P.M.

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

CITRUS COUNTY
HISTORICAL RESOURCES ADVISORY BOARD
Lecanto Government Building, 3600 W. Sovereign Path, Rm. 166
Lecanto, FL
February 3, 2021 at 4:00 pm
MINUTES

****

Board Members Present:
Mark Hammer
Kandice Bellamy McPherson
Thomas Williford
Angel Lewis
Walter "Bud" Osborn

Staff Present:
Michael Sherman, Growth Management Director
Katherine Turner
Janine Newman

****

Call to Order:
Mark Hammer called the meeting to order at 4:00 pm. Followed by the Pledge of Allegiance.

Swearing In of New Members
Janine Newman performed the "swearing in" of the new members; Kandice Ballamy McPherson, Walter "Bud" Osborn, and Angel Lewis. All members provided a brief introduction.

Roll Call:
Janine Newman called roll and verified that we have quorum.

Nominate & Appoint:

Motion by Thomas Williford to nominate Mark Hammer as Chairman of the Board; seconded by Bud Osborn. Motion carried unanimously.

Motion by Bud Osborn to nominate Thomas Williford as Vice Chairman of the Board; seconded by Kandice McPherson. Motion carried unanimously.

Approval of the meeting minutes:

Motion by Thomas Williford to approve the minutes of the December 2, 2020 meeting as submitted; seconded by Bud Osborn. Motion carried unanimously.

Persons wishing to address the Board: None.

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

New Business:

Daughters of the American Revolution (DAR) Heritage Marker at Historic Hernando School – Faeth Houle of DAR presented a request to place a historic marker at the Historic Hernando School.

Motion by Kandice McPherson, pending review by other divisions, to approve and recommend to the BOCC to have a historic marker placed at the Historic Hernando School; seconded by Thomas Williford. Motion carried unanimously.

Old Business:

Historic Resource Officer News:
Provided an email regarding Post WWII Tract Homes form informational purposes.

Staff Comments: None

Next meeting: *April 7, 2021 at 4:00 p.m. in Room 166.*

Meeting adjourned: 4:40 P.M.

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

CITRUS COUNTY
HISTORICAL RESOURCES ADVISORY BOARD
Lecanto Government Building, 3600 W. Sovereign Path, Rm. 166
Lecanto, FL
April 7, 2021 at 4:00 pm
MINUTES

****

Board Members Present:
Mark Hammer, Chairman
Kandice Bellamy McPherson
Thomas Williford, Vice Chair
Angel Lewis
Walter "Bud" Osborn

Staff Present:
Michael Sherman, Growth Management Director
Katherine Turner, Historic Resource Officer
Janine Newman

****

Call to Order:
Mark Hammer called the meeting to order at 4:00 pm. Followed by the Pledge of Allegiance.

Roll Call:
Janine Newman called roll and verified that we have a quorum.

Approval of the meeting minutes:
Motion by Kandice Bellamy McPherson to approve the minutes of the February 3, 2021 meeting as amended; seconded by Tom Williford. Motion carried unanimously.

Persons wishing to address the Board: None.

New Business: None

Old Business:
Proposed Ordinance – At the October 7, 2020 BOCC meeting the Board asked that the Ordinance be amended to include two (2) alternates and to change the term from a 2-year term to a 4-year term. There was also some verbiage regarding working towards becoming a CLG, which could be removed. The marked up ordinance was presented to the HRAB board at their December 2, 2020 meeting and unanimously approved. However, at that time, the Growth Management Director was asked to modify the verbiage in section "7E".

A new marked up proposed ordinance was presented with the new verbiage requested.
Motion by Bud Osborn to approve the verbiage in 7E of the proposed ordinance as presented; seconded by Kandice Bellamy McPherson. Motion carried unanimously.

The next step will be to do an agenda memo to get on the next available BOCC meeting for approval.

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

DAR Historical Marker Update – Scheduled to be presented to the BOCC at their April 13th meeting. Target date of installation is October, 2021.

Historic Resource Officer News:
Recently participated in the Manatee Festival.

Friday they will be at the Homosassa Library for the Winslow Homer Prints presentation.

Coffee and Conversations Speaker series will present Sean Norman on April 22, 2021 who will speak about "Rising Tide: Climate Change, Sea Level, and Coastal Archaeology". Next conversation in the series will take place on May 20th.

New exhibit planned in June – "Our Teachers Art". They are also very excited about a "Waterways Exhibit" that is coming from the Smithsonian.

Board Comments:
Kandice Bellamy McPherson, Historical Society, spoke about the Citrus County Fair which they just participated in.

Mark Hammer asked about the Historical Fairgrounds designation. We are still researching the process and will come back to the Board at their next meeting with more information.

Staff Comments: None

Next meeting: *June 2, 2021 at 4:00 p.m. in Room 166.*

Meeting adjourned: 4:38 P.M.

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

CITRUS COUNTY
HISTORICAL RESOURCES ADVISORY BOARD
Lecanto Government Building, 3600 W. Sovereign Path, Rm. 166
Lecanto, FL
June 3, 2020 at 4:00 pm
MINUTES

Board Members Present:
Mark Hammer, Chairman
Kandice Bellamy McPherson , Vice Chairman
Thomas Williford
William Burda
Walter "Bud" Osborn

Staff Present:
Michael Sherman, AICP, Growth Management Director
Katherine Turner, Historical Resources Manager
Janine Newman

Guests:
Cynthia Henderson, Female Veterans Network, Inc.
Jeanetta "Jane" Mundis, Female Veterans Network, Inc.

Call to Order:
Mark Hammer called the meeting to order at 4:01 pm. Followed by the Pledge of Allegiance.

Roll Call:
Janine Newman called roll and verified that we have quorum.

Approval of the meeting minutes:
Motion by Thomas Williford to approve the minutes of the February 5, 2020 meeting; seconded by Kandice Bellamy McPherson. Motion carried unanimously.

Persons wishing to address the Board: None

New Business:
- Cynthia Henderson and Jane Mundis from the Female Veterans Network, Inc. discussed their desire to place a Women's Veteran Marker at the Historic Courthouse. They laid out their plan and provided a miniature replica of what the monument would look like. Mr. Sherman indicated that it would need to go before the BOCC for approval.

  Motion by Kandice Bellamy McPherson to recommend approval by the BOCC for placement of the monument at the Historic Courthouse; seconded by William Burda. Motion carried unanimously.

Old Business:
- **CLG Application** – Mr. Sherman indicated that we have received the agreement from the State and the BOCC Chairman has signed the application. The application was then returned to the State pending final determination from the National Park Service

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

- Property on the corner 44/Rowe in Lecanto was donated to the Historic Society. They have received donations to install fencing. It was determined that there are some trees that will need to be removed to accommodate the fencing; however, some trees may be protected. Kandice Bellamy McPherson is looking into what will be required to get the fence installed. They are also looking to upgrade the site with a pavilion.

Historic Resource Officer News:

- Board Member Application received from Sean Norman. Mr. Norman is an archaeologist from the Gulf Archaeology Research Institute in Crystal River. Mr. Sherman indicated that because Mr. Norman does not reside in Citrus County he would be unable to serve as a Board member. Mr. Sherman will look into options for Mr. Norman to serve as an "advisor" to HRAB. Ms. Turner indicated that we did have another archaeologist in the past who made himself available to the Board; however, he was never assigned a title.

Board Member Business:

Kandice McPherson – Historical Society

- The Historical Society has submitted a grant on behalf of the Historic Hernando School.

Thomas Williford

- Mr. Williford will be away from July 1 through October 31, 2020.

Mark Hammer

- Wondering about the high electric bills at the Historic Hernando School – Kandice Bellamy McPherson indicated that the bill has gone down a bit. It was discovered that some may have used the electric outside the school. They continue to monitor the situation.

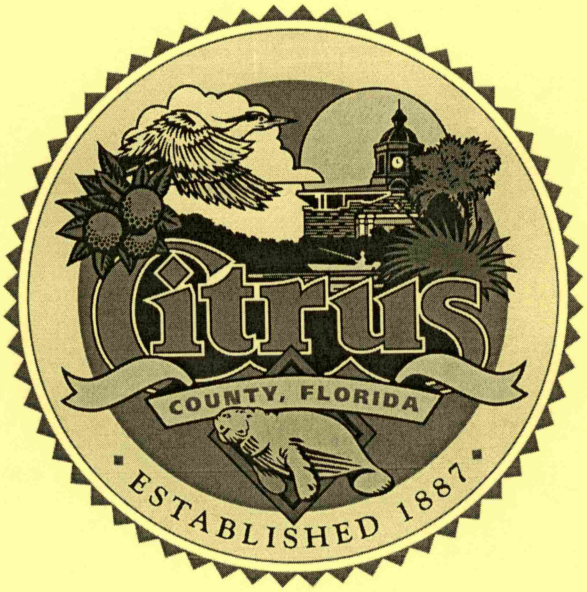
- Mr. Hammer asked what the status was on the property at 4849 S Amstel Drive, Homosassa – Mr. Sherman indicated that Scott McKinney has continually tried to reach the owner without success. He will check on the status and report back at the next meeting.

Staff Comments: None

Next meeting: *August 5, 2020 at 4:00 p.m. in Room 166.*

Meeting adjourned: 4:40 P.M.

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)



Citrus County
New Member Application

Attachment: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

Rec 10-12-2021

BOARD OF COUNTY COMMISSIONERS
110 N Apopka Avenue, Inverness, FL 34450
352-341-6560 Fax: 352-341-6539

APPLICATION FOR ADVISORY BOARDS/COMMITTEES

Name: Angel Lewis Home Phone 352.564.9636

Address: 2458 W. Springleaf In Cell Phone 352.464.1327

Business Phone: 352.795.2100 Fax: N/A Email angelhallal@hotmail.com

Place of Employment: Self

Board/Committee Applied for: Any

Specific Position on Board/Committee Applied for: Any

How long have you lived in Citrus County: Years 34 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: CFCC, Western Or State College, UF

Experience: Own + Operate Small business In citrus for Over 15 years.

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 9/28/20 SIGNATURE Angel Lewis

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: 2020-2021 CLG Annual Report (18622 : 2020-2021 CLG Annual Report)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	PLT-21-15 King's Forest Fourth Addition - Plat
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

This is a request to create three residential lots in the King's Forest area on N. Croft Avenue in Inverness. 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-21-15, The King's Forest Fourth Addition.

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.

THE KINGS' FOREST
FOURTH ADDITION

A PORTION OF N 1/2 OF S 3/4 OF NW 1/4 OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 19 EAST, LESS AND EXCEPT THE WEST 25 FEET THEREOF AND LOT 52, KINGS' FOREST, THIRD ADDITION ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGES 47 AND 48, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
SECTION 35, TOWNSHIP 18 SOUTH, RANGE 19 EAST

LEGAL DESCRIPTION:

BEGIN AT THE NW CORNER OF THE KINGS' FOREST, THIRD ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGES 47 AND 48 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF N. CROFT AVENUE; THENCE N 89°47'03" E ALONG THE NORTH LINE OF SAID THE KINGS' FOREST, THIRD ADDITION, 849.82 FEET TO THE NW CORNER OF LOT 52 OF SAID THE KINGS' FOREST, THIRD ADDITION; THENCE S 00°08'20" W ALONG THE WEST LINE OF SAID LOT 52, 223.75 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E. ANGELINA STREET; THENCE N 89°49'03" E ALONG SAID NORTH RIGHT-OF-WAY LINE, 185.81 FEET TO THE POINT OF CURVATURE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'24"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 21.02 FEET TO THE POINT OF REVERSE CURVE (BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 65°43'22" E, 20.41 FEET) CONCAVED WESTERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 276°22'47", ; THENCE SOUTH ALONG THE ARC OF SAID CURVE, 241.18 FEET TO A POINT OF REVERSE CURVE (BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 00°10'56" E, 66.67 FEET) CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'24"; THENCE NORTHWEST ALONG THE ARC OF SAID CURVE, 21.02 FEET TO THE POINT OF TANGENCY, (BEARING AND DISTANCE BETWEEN SAID POINTS BEING N 66°05'14" W, 20.41 FEET), SAID POINT ALSO BEING THE NE CORNER OF LOT 51 OF SAID KINGS' FOREST, THIRD ADDITION; THENCE S 09°31'10" E ALONG THE EASTERLY LINE OF SAID LOT 51, 226.88 FEET TO THE SE CORNER OF SAID THE KINGS' FOREST, THIRD ADDITION; THENCE N 89°51'06" E ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 3/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 19 EAST, 1575.67 FEET TO A POINT ON THE EAST LINE OF SAID NW 1/4; THENCE N 00°14'51" E ALONG THE EAST LINE OF SAID NW 1/4, 999.43 FEET TO THE NE CORNER OF SAID NORTH 1/2 OF THE SOUTH 3/4 OF THE NW 1/4; THENCE N 89°59'02" W ALONG THE NORTH LINE OF SAID NORTH 1/2 OF THE SOUTH 3/4 OF THE NW 1/4, 2651.27 FEET TO THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF N. CROFT AVENUE; THENCE S 00°09'57" W ALONG SAID EAST RIGHT-OF-WAY LINE, 510.53 FEET TO THE POINT OF BEGINNING.
CONTAINING 49.9 ACRES MORE OR LESS.
SUBJECT TO EASEMENTS OF RECORD.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN ARE ASSUMED, THE SOUTH LINE OF LOT 63 WAS HELD TO BEAR N 89°51'06" E.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12017C 0219 D, DATED AUGUST 26, 2014, THIS PROPERTY LIES IN FLOOD ZONE X (AREA OF MINIMAL FLOOD HAZARD) 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 (0902) AND ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), ADJUSTMENT OF 1999. THE SOURCE OF THESE COORDINATES IS FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, CERTIFIED CORNER RECORDS..
5. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
6. ALL ROADS AND EASEMENTS WERE PREVIOUSLY DEDICATED.

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.

APPROVAL OF OFFICIALS:

BY: _____ COUNTY ENGINEER

BY: _____ DIRECTOR OF PUBLIC WORKS

BY: _____ DIRECTOR OF ENVIRONMENTAL HEALTH

BY: _____ LAND DEVELOPMENT DIRECTOR

APPROVED AS TO FORM AND SUBSTANCE:

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

COUNTY COMMISSION'S APPROVAL:

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

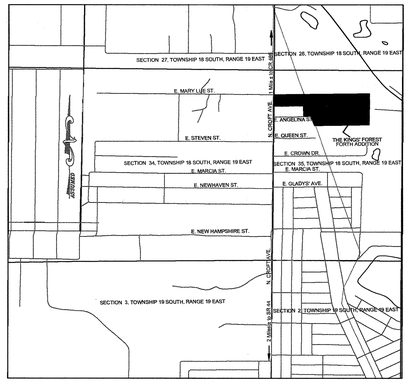
BY: _____
FOR ANGELA VICK
CLERK OF THE CIRCUIT COURT

BY: _____
SCOTT E. CARNAHAN
CHAIRMAN OF THE BOARD

CERTIFICATE OF SURVEYOR AND MAPPER:

I HEREBY CERTIFY THAT THIS PLAT OF "THE KINGS' FOREST, FOURTH ADDITION" 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 18TH DAY OF September, 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: William S. Higgins DATE: 10/14/2021
WALLACE L. HIGGINS, P.S.M. FOR GULFWEST SURVEYING, INC.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5832
LICENSED BUSINESS NO. 7314



VICINITY MAP
NOT TO SCALE

CLERK'S CERTIFICATE:

THIS IS TO CERTIFY THIS PLAT HAS BEEN FILED IN PLAT BOOK _____, PAGE ____, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA AT _____, ON _____ , 2021, FILE NO. _____

BY: _____
FOR ANGELA VICK
CLERK OF CIRCUIT COURT

PREPARED BY:
GulfWest Surveying, Inc.
Professional Surveyors and Mappers
9469 W. Green Bay Lane
Crystal River, Florida 34428
Ph: 352.563.1252 Fax: 352.563.1253

OWNERS DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, ROBERT F. MACKEIL AND ANGELINA F. MARKS ARE THE OWNERS IN FEE SIMPLE OF THE LANDS LOCATED IN CITRUS COUNTY, FLORIDA, HEREON DESCRIBED, HAVE CAUSED TO BE MADE THIS PLAT TITLED "THE KINGS' FOREST, FOURTH ADDITION" AND THAT NO NEW ROADS OR EASEMENTS 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 20 DAY OF October 2021

BY: Robert F. Mackeil
ROBERT F. MACKEIL
ROBERT F. MACKEIL
PRINTED NAME

ATTEST: Bethany E. Johnson
Bethany E. Johnson
PRINTED NAME

ATTEST: Robbie Stokes
ROBBIE STOKES
PRINTED NAME

BY: Angelina F. Marks
ANGELINA F. MARKS
ANGELINA F. MARKS
PRINTED NAME

ATTEST: Bethany E. Johnson
Bethany E. Johnson
PRINTED NAME

ATTEST: Robbie Stokes
ROBBIE STOKES
PRINTED NAME

NOTARY ACKNOWLEDGMENT:

STATE OF MA
COUNTY OF ESSEX

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20th DAY OF October, 2021, BY ROBERT F. MACKEIL OWNER OF SAID LANDS, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED drivers license AS IDENTIFICATION AND DID NOT TAKE AN OATH.

DATE : 10/20/2021

SIGNED : _____
NOTARY PUBLIC, STATE OF MA
MY COMMISSION EXPIRES 01/04/2024
COMMISSION NO.:

LAUREEN J. DALEY
Notary Public
Massachusetts
My Commission Expires
Jan 4, 2024

NOTARY ACKNOWLEDGMENT:

STATE OF MA
COUNTY OF ESSEX

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20th DAY OF October, 2021, BY ANGELINA F. MARKS OWNER OF SAID LANDS, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED drivers license AS IDENTIFICATION AND DID NOT TAKE AN OATH.

DATE : 10/20/2021

SIGNED : _____
NOTARY PUBLIC, STATE OF MA
MY COMMISSION EXPIRES 01/04/2024
COMMISSION NO.:

LAUREEN J. DALEY
Notary Public
Massachusetts
My Commission Expires
Jan 4, 2024

ABSTRACTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ROBERT F. MACKEIL 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 AND THAT NO ADDITIONAL EASEMENTS OR ENCUMBRANCES EXIST THAT WOULD AFFECT THE PLATTING PROCESS OF THESE LANDS.

BY: _____ DATE: November 5, 2021
A. Miles Krotzer - CEO
PRINTED NAME
COMPANY : Florida Abstract & Security Title Corp.

ABSTRACTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ANGELINA F. MARKS 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 AND THAT NO ADDITIONAL EASEMENTS OR ENCUMBRANCES EXIST THAT WOULD AFFECT THE PLATTING PROCESS OF THESE LANDS.

BY: _____ DATE: November 5, 2021
A. Miles Krotzer - CEO
PRINTED NAME
COMPANY : Florida Abstract & Security Title Corp.

COUNTY SURVEYOR'S APPROVAL:

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

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

PLAT BOOK _____ PAGE _____

Attachment: mylar scan (18635 : PLT-21-15 King's Forest Fourth Addition - Plat)

THE KINGS' FOREST
FOURTH ADDITION

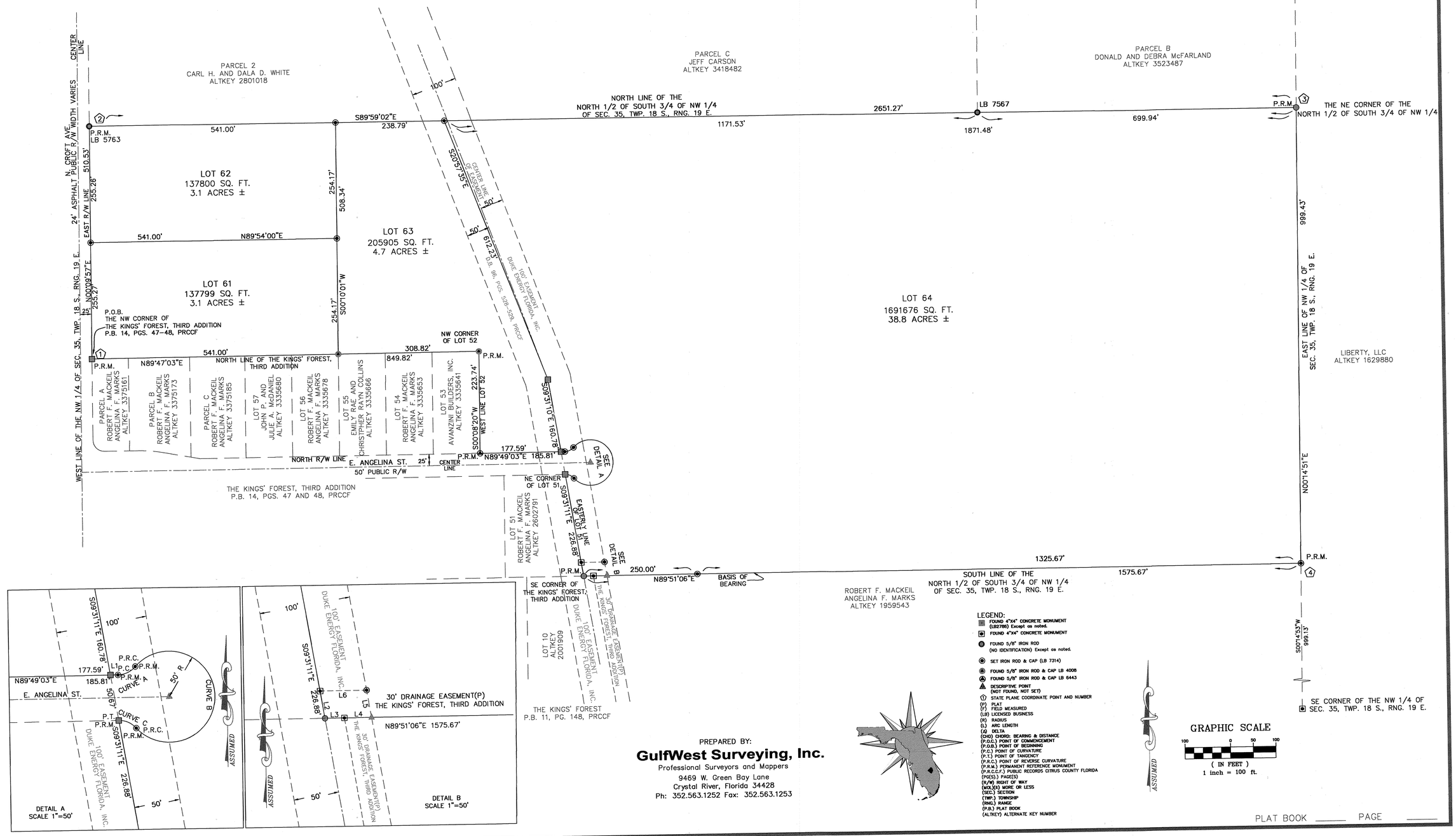
A PORTION OF N 1/2 OF S 3/4 OF NW 1/4 OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 19 EAST, LESS AND EXCEPT THE WEST 25 FEET THEREOF AND LOT 52, KINGS' FOREST, THIRD ADDITION ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGES 47 AND 48, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

SECTION 35, TOWNSHIP 18 SOUTH, RANGE 19 EAST

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
A	21.02'	25.00'	48°11'24"	N65°43'22"E	20.41'
B	241.18'	50.00'	276°22'47"	S00°10'56"E	66.67'
C	21.02'	25.00'	48°11'24"	N66°05'14"W	20.41'

STATE PLANE COORDINATES VALUES		
POINT	NORTHING	EASTING
1	1654458.61	532660.46
2	1654969.12	532664.88
3	1654953.09	535316.10
4	1653953.73	535306.02

LINE TABLE		
LINE	LENGTH	BEARING
L1	8.22'	N89°49'03"E
L2	30.41'	S09°31'10"E
L3	20.27'	N89°51'06"E
L4	30.41'	N89°51'06"E
L5	30.41'	N09°31'10"W
L6	50.68'	S89°51'06"W



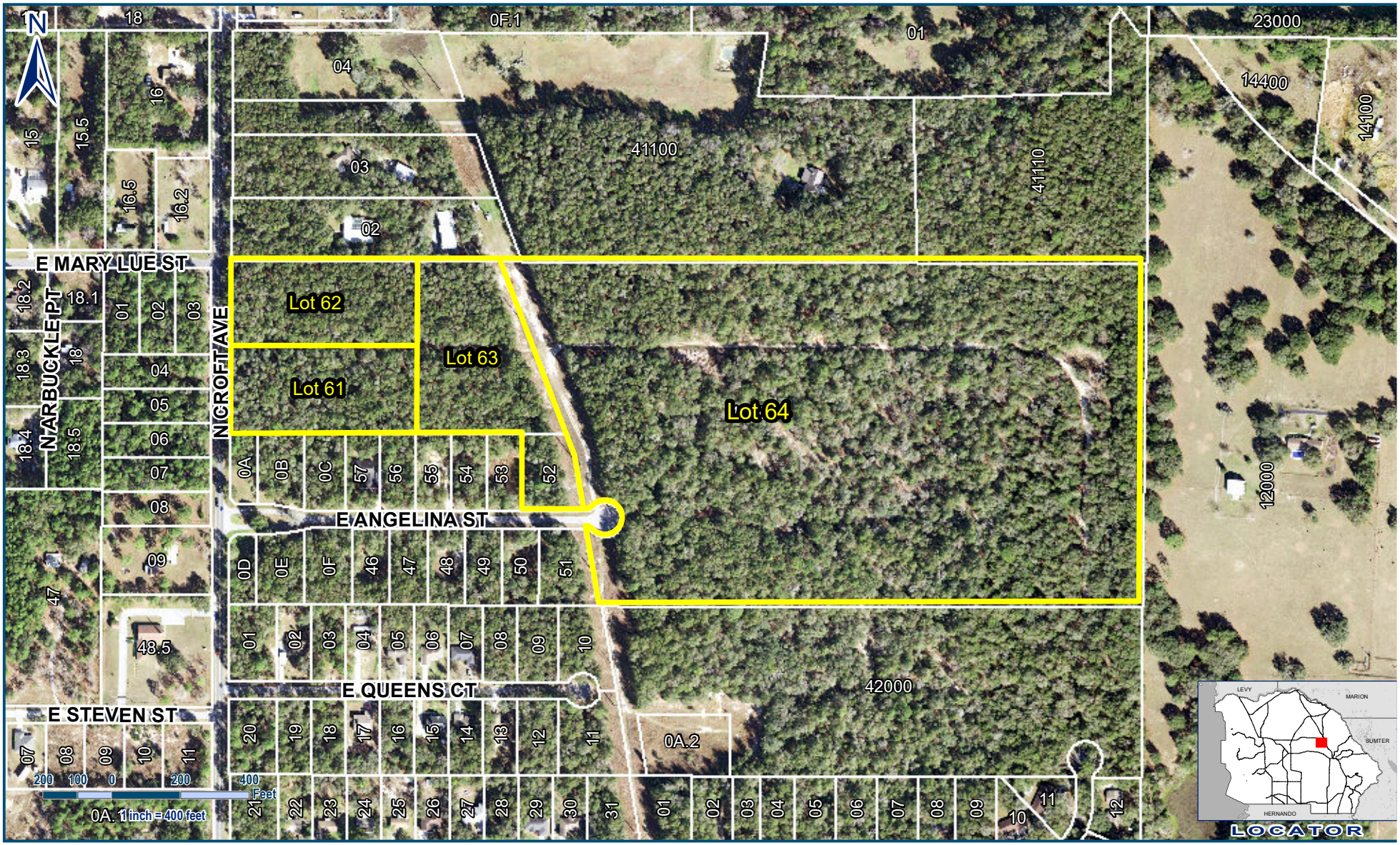
LEGEND:
- FOUND 4"X4" CONCRETE MONUMENT (LB2708) Except as noted.
- FOUND 4"X4" CONCRETE MONUMENT
- FOUND 5/8" IRON ROD (NO IDENTIFICATION) Except as noted.
- SET IRON ROD & CAP (LB 7314)
- FOUND 5/8" IRON ROD & CAP LB 4008
- FOUND 5/8" IRON ROD & CAP LB 6443
- DESCRIPTIVE POINT (NOT FOUND, NOT SET)
- (1) STATE PLANE COORDINATE POINT AND NUMBER
- (P) PLAT
- (F) FIELD MEASURED
- (LB) LICENSED BUSINESS
- (R) RADIUS
- (L) ARC LENGTH
- (Δ) DELTA
- (CHD) CHORD: BEARING & DISTANCE
- (P.O.C.) POINT OF COMMENCEMENT
- (P.O.B.) POINT OF BEGINNING
- (P.C.) POINT OF CURVATURE
- (P.T.) POINT OF TANGENCY
- (P.R.C.) POINT OF REVERSE CURVATURE
- (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
- (M/L)(±) MORE OR LESS
- (SEC.) SECTION
- (TWP.) TOWNSHIP
- (RNG.) RANGE
- (P.B.) PLAT BOOK
- (ALTKEY) ALTERNATE KEY NUMBER

GRAPHIC SCALE
100 0 50 100
(IN FEET)
1 inch = 100 ft.

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 (18635 : PLT-21-15 King's Forest Fourth Addition - Plat)



Attachment: Locator map (18635 : PLT-21-15 King's Forest Fourth Addition - Plat)

Legend

PLT-21-15

THE KINGS' FOREST
PLT-21-15
SEC 35 TWN 18S RNG 19E

Geographic Information Systems

Prepared By : Susan O'Connell
Date: November 12, 2021
Source: Enterprise Geodatabase
Map Number: SO001220

Cynthia P. Skelhorn
Director

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is printed. However, all information provided must be independently verified by the user.

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

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Acknowledgement of Airport Hangar Lease Agreement(s)
AGENDA DATE:	**December 14, 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. Jeffrey Suttle leasing unit 1-H at Crystal River Airport.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
01-115201	Aviation				$0

The potential annual revenue income is $3,774.24.

RECOMMENDED ACTION:

Staff requests that the Board of County Commissioners acknowledge the attached, executed T-Hangar lease agreement(s) with Mr. Jeffrey Suttle.

T-HANGAR LEASE AGREEMENT

(For lease of County-owned and operated Hangars)

This Agreement, is made this 15 day of November **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 **Jeffrey Suttle,** as **Lessee**, whose address is 10105 W Central St Homosassa FL 34448.

Section 1. Hangar and Purpose. The Lessor hereby leases to the Lessee T-Hangar **Unit 1-H** 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 **November 1, 2021** and end on **October 31, 2025**. This Lease may be renewed upon negotiation.

Section 3. Rent. The Lessee shall pay to the Lessor in U.S. dollars the monthly rental of **$314.52 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 **$314.52** (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 Suttle (18658 : 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

Attachment: Supporting Docs Suttle (18658 : Acknowledgement of Airport Hangar Lease Agreement(s))

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

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

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

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

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

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

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

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

Attachment: Supporting Docs Suttle (18658 : Acknowledgement of Airport Hangar Lease Agreement(s))

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

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

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

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

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

A. Aircraft Liability

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

B. Automobile Liability

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

C. Other Insurance Requirements

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

Attachment: Supporting Docs Suttle (18658 : Acknowledgement of Airport Hangar Lease Agreement(s))

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

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

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

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

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

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

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

Attachment: Supporting Docs Suttle (18658 : Acknowledgement of Airport Hangar Lease Agreement(s))

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

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

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

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

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

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

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

Attachment: Supporting Docs Suttle (18658 : Acknowledgement of Airport Hangar Lease Agreement(s))

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

LESSOR:

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

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

Date: 11/15/2021

LESSEE:

Jeffrey J Suttle
Jeffrey Suttle

Date: 10-14-21

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 14 day of October, 2021, by Jeffery Suttle, who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this 14 day of October, 2021.

Andrea Lynn Fulkerson
Notary Public, State of Florida
Printed Name: Andrea Lynn Fulkerson
Commission No: GG238984
Expiration Date: August 31, 2022

NOTARY PUBLIC STATE OF FLORIDA
ANDREA LYNN FULKERSON
Commission # GG 238984
Expires August 31, 2022
Bonded Thru Budget Notary Services

Attachment: Supporting Docs Suttle (18658 : Acknowledgement of Airport Hangar Lease Agreement(s))

AGENDA MEMORANDUM

FROM:	Todd Dunn, Systems Management Director
SUBJECT:	Records Disposition
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

In accordance with the General Records Schedules published by the Florida Department of State, Division of Library and Information Services, the attached Records Disposition documents County public records that have met legal retention

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 following Records Dispositions for the disposal of public records that have met legal retention: BOCC-0405

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY FLORIDA

RECORDS DISPOSITION DOCUMENT

RECORDS DISPOSITION NUMBER

BOCC-0405

ADDRESS:
110 N Apopka Avenue, Inverness, Florida 34450

CONTACT:
Nancy Jo Kinch, CRM, Records Manager & RMLO

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

C Scott 10·28·21

BOCC Dept. Director or Designee Signature Date

Management & Budget Director

Name and Title

Department

ADMINISTRATION

Donna Lucier
Corecivic/Citrus Co. Detention
Designee 10/25/2021

NOTICE OF INTENTION

The scheduled records listed in this disposition form have been verified and will be disposed of in the manner checked below.

- [x] Destruction
- [ ] Microfiilm and Destruction in accordance with Chapter 1B-26, F.A.C.
- [ ] Document Scanning and Destruction in accordance with Chapter 1B-24.003, F.A.C
- [ ] Other

Nancy Jo Kinch, CRM 10/27/2021

RMLO Signature Date

Nancy Jo Kinch, CRM, Records Manager & RMLO

DISPOSAL AUTHORIZATION

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

Scott Carnahan, Chairman Date

Citrus County Board of County Commissioners

DISPOSAL AUTHORIZATION

All records listed have been disposed of by a NAID AAA certified secure shredding service in compliance with FAC 1B-24 on the date listed below.

RMLO Signature Date

Nancy Jo Kinch, CRM, Records Manager & RMLO

Name and Title

Witness Name

NOTE: This document has a "permanent retention" and is held by the Citrus County Board of County Commissioners.

Attachment: BOCC-0405 (18671 : Records Disposition)

Schedule Item	Item No	Record Series Title	Retention	Inclusive Dates		Vol in CF
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
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2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
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2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
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2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
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Attachment: BOCC-0405 (18671 : Records Disposition)

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2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0

Attachment: BOCC-0405 (18671 : Records Disposition)

Schedule Item	Item No	Record Series Title	Retention	Inclusive Dates		Vol in CF
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0

Attachment: BOCC-0405 (18671 : Records Disposition)

Schedule Item	Item No	Record Series Title	Retention	Inclusive Dates		Vol in CF
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0

Attachment: BOCC-0405 (18671 : Records Disposition)

Schedule Item	Item No	Record Series Title	Retention	Inclusive Dates		Vol in CF
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0

Attachment: BOCC-0405 (18671 : Records Disposition)

Schedule Item	Item No	Record Series Title	Retention	Inclusive Dates		Vol in CF
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2017	12/31/2017	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2018	12/31/2018	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0

Attachment: BOCC-0405 (18671 : Records Disposition)

Schedule Item	Item No	Record Series Title	Retention	Inclusive Dates		Vol in CF
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
2	53	Inmate Incarceration Records	1 Anniversary Yr(s)	01/01/2019	12/31/2019	2.0
					Total CF	424.0

Attachment: BOCC-0405 (18671 : Records Disposition)

CONTAINER	DIVISION	LOCATION CCA JAIL	GS	DESCRIPTION	ELIGIBLE FOR DISPOSAL
C00015557	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 1 OF 70	4/1/2019
C00015558	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 2 OF 70	4/1/2019
C00015559	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 3 OF 70	4/1/2019
C00015560	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 4 OF 70	4/1/2019
C00015561	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 5 OF 70	4/1/2019
C00015562	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 6 OF 70	4/1/2019
C00015563	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 7 OF 70	4/1/2019
C00015564	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 8 OF 70	4/1/2019
C00015565	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 9 OF 70	4/1/2019
C00015566	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 10 OF 70	4/1/2019
C00015567	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 11 OF 70	4/1/2019
C00015568	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 12 OF 70	4/1/2019
C00015569	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 13 OF 70	4/1/2019
C00015570	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 14 OF 70	4/1/2019
C00015571	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 15 OF 70	4/1/2019
C00015572	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 16 OF 70	4/1/2019
C00015573	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 17 OF 70	4/1/2019
C00015574	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 18 OF 70	4/1/2019
C00015575	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 19 OF 70	4/1/2019
C00015576	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 20 OF 70	4/1/2019
C00015577	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 21 OF 70	4/1/2019
C00015578	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 22 OF 70	4/1/2019
C00015579	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 23 OF 70	4/1/2019
C00015580	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 24 OF 70	4/1/2019
C00015581	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 25 OF 70	4/1/2019
C00015582	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 26 OF 70	4/1/2019
C00015583	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 27 OF 70	4/1/2019
C00015584	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 28 OF 70	4/1/2019
C00015585	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 29 OF 70	4/1/2019
C00015586	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 30 OF 70	4/1/2019
C00015587	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 31 OF 70	4/1/2019
C00015588	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 32 OF 70	4/1/2019
C00015589	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 33 OF 70	4/1/2019
C00015590	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 34 OF 70	4/1/2019
C00015591	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 35 OF 70	4/1/2019
C00015592	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 36 OF 70	4/1/2019
C00015593	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 37 OF 70	4/1/2019
C00015594	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 38 OF 70	4/1/2019
C00015595	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 39 OF 70	4/1/2019

C00015596	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 40 OF 70	4/1/2019
C00015597	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 41 OF 70	4/1/2019
C00015598	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 42 OF 70	4/1/2019
C00015599	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 43 OF 70	4/1/2019
C00015600	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 44 OF 70	4/1/2019
C00015601	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 45 OF 70	4/1/2019
C00015602	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 46 OF 70	4/1/2019
C00015603	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 47 OF 70	4/1/2019
C00015604	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 48 OF 70	4/1/2019
C00015605	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 49 OF 70	4/1/2019
C00015606	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 50 OF 70	4/1/2019
C00015607	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 51 OF 70	4/1/2019
C00015608	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 52 OF 70	4/1/2019
C00015609	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 53 OF 70	4/1/2019
C00015610	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 54 OF 70	4/1/2019
C00015611	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 55 OF 70	4/1/2019
C00015612	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 56 OF 70	4/1/2019
C00015613	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 57 OF 70	4/1/2019
C00015614	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 58 OF 70	4/1/2019
C00015615	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 59 OF 70	4/1/2019
C00015616	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 60 OF 70	4/1/2019
C00015617	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 61 OF 70	4/1/2019
C00015618	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 62 OF 70	4/1/2019
C00015619	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 63 OF 70	4/1/2019
C00015620	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 64 OF 70	4/1/2019
C00015621	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 65 OF 70	4/1/2019
C00015622	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 66 OF 70	4/1/2019
C00015623	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 67 OF 70	4/1/2019
C00015624	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 68 OF 70	4/1/2019
C00015625	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 69 OF 70	4/1/2019
C00015626	ADMINISTRATION	1	2_53	2017 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 70 OF 70	4/1/2019
C00015627	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 1 OF 68	4/1/2020
C00015628	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 2 OF 68	4/1/2020
C00015629	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 3 OF 68	4/1/2020
C00015630	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 4 OF 68	4/1/2020
C00015631	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 5 OF 68	4/1/2020
C00015632	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 6 OF 68	4/1/2020
C00015633	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 7 OF 68	4/1/2020
C00015634	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 8 OF 68	4/1/2020
C00015635	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 9 OF 68	4/1/2020
C00015636	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 10 OF 68	4/1/2020
C00015637	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 11 OF 68	4/1/2020

C00015638	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 12 OF 68	4/1/2020
C00015639	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 13 OF 68	4/1/2020
C00015640	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 14 OF 68	4/1/2020
C00015641	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 15 OF 68	4/1/2020
C00015642	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 16 OF 68	4/1/2020
C00015643	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 17 OF 68	4/1/2020
C00015644	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 18 OF 68	4/1/2020
C00015645	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 19 OF 68	4/1/2020
C00015646	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 20 OF 68	4/1/2020
C00015647	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 21 OF 68	4/1/2020
C00015648	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 22 OF 68	4/1/2020
C00015649	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 23 OF 68	4/1/2020
C00015650	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 24 OF 68	4/1/2020
C00015651	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 25 OF 68	4/1/2020
C00015652	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 26 OF 68	4/1/2020
C00015653	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 27 OF 68	4/1/2020
C00015654	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 28 OF 68	4/1/2020
C00015655	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 29 OF 68	4/1/2020
C00015656	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 30 OF 68	4/1/2020
C00015657	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 31 OF 68	4/1/2020
C00015658	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 32 OF 68	4/1/2020
C00015659	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 33 OF 68	4/1/2020
C00015660	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 34 OF 68	4/1/2020
C00015661	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 35 OF 68	4/1/2020
C00015662	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 36 OF 68	4/1/2020
C00015663	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 37 OF 68	4/1/2020
C00015664	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 38 OF 68	4/1/2020
C00015665	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 39 OF 68	4/1/2020
C00015666	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 40 OF 68	4/1/2020
C00015667	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 41 OF 68	4/1/2020
C00015668	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 42 OF 68	4/1/2020
C00015669	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 43 OF 68	4/1/2020
C00015670	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 44 OF 68	4/1/2020
C00015671	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 45 OF 68	4/1/2020
C00015672	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 46 OF 68	4/1/2020
C00015673	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 47 OF 68	4/1/2020
C00015674	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 48 OF 68	4/1/2020
C00015675	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 49 OF 68	4/1/2020
C00015676	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 50 OF 68	4/1/2020
C00015677	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 51 OF 68	4/1/2020
C00015678	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 52 OF 68	4/1/2020
C00015679	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 53 OF 68	4/1/2020

C00015680	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 54 OF 68	4/1/2020
C00015681	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 55 OF 68	4/1/2020
C00015682	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 56 OF 68	4/1/2020
C00015683	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 57 OF 68	4/1/2020
C00015684	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 58 OF 68	4/1/2020
C00015685	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 59 OF 68	4/1/2020
C00015686	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 60 OF 68	4/1/2020
C00015687	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 61 OF 68	4/1/2020
C00015688	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 62 OF 68	4/1/2020
C00015689	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 63 OF 68	4/1/2020
C00015690	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 64 OF 68	4/1/2020
C00015691	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 65 OF 68	4/1/2020
C00015692	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 66 OF 68	4/1/2020
C00015693	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 67 OF 68	4/1/2020
C00015694	ADMINISTRATION	1	2_53	2018 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 68 OF 68	4/1/2020
C00015695	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 1 OF 74	4/1/2021
C00015696	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 2 OF 74	4/1/2021
C00015697	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 3 OF 74	4/1/2021
C00015698	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 4 OF 74	4/1/2021
C00015699	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 5 OF 74	4/1/2021
C00015700	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 6 OF 74	4/1/2021
C00015701	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 7 OF 74	4/1/2021
C00015702	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 8 OF 74	4/1/2021
C00015703	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 9 OF 74	4/1/2021
C00015704	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 10 OF 74	4/1/2021
C00015705	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 11 OF 74	4/1/2021
C00015706	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 12 OF 74	4/1/2021
C00015707	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 13 OF 74	4/1/2021
C00015708	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 14 OF 74	4/1/2021
C00015709	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 15 OF 74	4/1/2021
C00015710	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 16 OF 74	4/1/2021
C00015711	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 17 OF 74	4/1/2021
C00015712	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 18 OF 74	4/1/2021
C00015713	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 19 OF 74	4/1/2021
C00015714	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 20 OF 74	4/1/2021
C00015715	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 21 OF 74	4/1/2021
C00015716	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 22 OF 74	4/1/2021
C00015717	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 23 OF 74	4/1/2021
C00015718	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 24 OF 74	4/1/2021
C00015719	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 25 OF 74	4/1/2021
C00015720	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 26 OF 74	4/1/2021
C00015721	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 27 OF 74	4/1/2021

C00015722	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 28 OF 74	4/1/2021
C00015723	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 29 OF 74	4/1/2021
C00015724	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 30 OF 74	4/1/2021
C00015725	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 31 OF 74	4/1/2021
C00015726	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 32 OF 74	4/1/2021
C00015727	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 33 OF 74	4/1/2021
C00015728	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 34 OF 74	4/1/2021
C00015729	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 35 OF 74	4/1/2021
C00015730	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 36 OF 74	4/1/2021
C00015731	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 37 OF 74	4/1/2021
C00015732	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 38 OF 74	4/1/2021
C00015733	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 39 OF 74	4/1/2021
C00015734	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 40 OF 74	4/1/2021
C00015735	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 41 OF 74	4/1/2021
C00015736	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 42 OF 74	4/1/2021
C00015737	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 43 OF 74	4/1/2021
C00015738	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 44 OF 74	4/1/2021
C00015739	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 45 OF 74	4/1/2021
C00015740	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 46 OF 74	4/1/2021
C00015741	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 47 OF 74	4/1/2021
C00015742	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 48 OF 74	4/1/2021
C00015743	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 49 OF 74	4/1/2021
C00015744	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 50 OF 74	4/1/2021
C00015745	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 51 OF 74	4/1/2021
C00015746	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 52 OF 74	4/1/2021
C00015747	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 53 OF 74	4/1/2021
C00015748	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 54 OF 74	4/1/2021
C00015749	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 55 OF 74	4/1/2021
C00015750	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 56 OF 74	4/1/2021
C00015751	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 57 OF 74	4/1/2021
C00015752	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 58 OF 74	4/1/2021
C00015753	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 59 OF 74	4/1/2021
C00015754	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 60 OF 74	4/1/2021
C00015755	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 61 OF 74	4/1/2021
C00015756	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 62 OF 74	4/1/2021
C00015757	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 63 OF 74	4/1/2021
C00015758	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 64 OF 74	4/1/2021
C00015759	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 65 OF 74	4/1/2021
C00015760	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 66 OF 74	4/1/2021
C00015761	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 67 OF 74	4/1/2021
C00015762	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 68 OF 74	4/1/2021
C00015763	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 69 OF 74	4/1/2021

Attachment: BOCC-0405 (18671 : Records Disposition)

C00015764	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 70 OF 74	4/1/2021
C00015765	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 71 OF 74	4/1/2021
C00015766	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 72 OF 74	4/1/2021
C00015767	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 73 OF 74	4/1/2021
C00015768	ADMINISTRATION	1	2_53	2019 INMATE INCARCERATION & BOOKING RECORDS: GS2-16 & GS2-53 (SAME RETENTION) BOX 74 OF 74	4/1/2021

AGENDA MEMORANDUM

FROM:	Denise A. Dymond Lyn, County Attorney
SUBJECT:	Set a Public Hearing on an Ordinance Pertaining to Code Citations
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

Set a Public Hearing on January 4, 2021 at 2:00 p.m. on an ordinance pertaining to code citations.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Set a Public Hearing on January 4, 2021 at 2:00 p.m. on an ordinance of Citrus County, Florida, a political subdivision of the State of Florida, pertaining to Citrus County Citation Ordinance, amending Chapter 19, Article II, Division 2, Section 19-63 entitled "Applicable Codes and Ordinances"; 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 for an effective date.

ORDINANCE NO. 2021-_____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, PERTAINING TO CITRUS COUNTY CITATION ORDINANCE, AMENDING CHAPTER 19, ARTICLE II, DIVISION 2, SECTION 19-63 ENTITLED "APPLICABLE CODES AND ORDINANCES"; 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 FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners ("Board") is the legislative and governing body of Citrus County, 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, the Board of County Commissioners of Citrus County, Florida, is charged with the responsibility of protecting the public by adopting and enforcing codes and ordinances

WHEREAS, the Board adopted Division 2, of Article II, Chapter 19 of the Code of Ordinances to provide a supplemental method of enforcing its codes and ordinances;

WHEREAS, from time to time, parts of the Code of Ordinances must be revised, repealed, adopted and or amended.

WHEREAS, Chapter 19, Article II, Division 2, Section 19-63 of the Citrus County Code of Ordinances provides a schedule of codes and ordinances that may be enforced pursuant to the supplemental procedures authorized by s. 162.21, F.S. and Code Section 19-60;

WHEREAS, County desires to amend the schedule of codes and ordinances as set forth in Exhibit A of Code Section 19-63 in order to more fully protect the public health, safety and welfare of the citizens of Citrus County, Florida;

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

Section 1. Chapter 19, Article III, Division 2, Section 19-63 is amended to provide a revised schedule of codes and ordinances to be attached as Exhibit A and set forth directly below Section 19-63 in the Citrus County Code of Ordinances, the schedule to be as follows:

Attachment: Code Citation Ordinance Redline (18672 : Set a Public Hearing on an Ordinance Pertaining to Code Citations)

EXHIBIT A.

SCHEDULE OF CODES AND ORDINANCES WITH BRIEF DESCRIPTION OF SUBJECT MATTER OF VIOLATIONS AND PENALTIES FOR UNCONTESTED VIOLATIONS

Code or Ordinance	Section	Description	Class	Penalty
Ch. 20 Art. III	20-31	Unlawful accumulation of junk and/or debris	II	$75.00
Ch. 20 Art. II	20-20	Unlawful littering and disposal of solid waste	IV	$300.00
LDC	9000	Unauthorized or illegal signs	I	$50.00
LDC	5710	Tree removal without a permit	IV	$300.00
LDC	7320	Illegal use of public rights-of-way for sale of merchandise	I	$50.00
LDC	7350	Failure to display building numbers	III	$125.00
Ch. 21	21-21	General noise prohibitions	I	$50.00
Ch. 21	21-26	Specific noise prohibitions	I	$50.00
Ch. 21	21-23	Noise Sensitive Zones	II	$75.00
LDC	3320(A)	Commercial Vehicle in a Residential Area	IV	$300.00
Ch. 20	20-61	Excessive Growth and Accumulation of Vegetation	I	$50.00
LDC	3102(A)	Storage on a Vacant Parcel	III	$125.00
Ch. 20 Art. IV	20-41	Abandoned, Unserviceable & Unlicensed Vehicles	II	$75.00
LDC	3730	Animals in area not zoned for Animals	I	$50.00
LDC	3101(A)	Pool Violation	III	$125.00
LDC	3140	Temporary Uses Violations	II	$75.00
		~~General Similar Violations~~Other violations of LDC or Ch. 20	I – IV*	$50.00-$300.00

* Class and Penalty to be determined based on the nature of the violation

Attachment: Code Citation Ordinance Redline (18672 : Set a Public Hearing on an Ordinance Pertaining to Code Citations)

~~Florida Fire Prevention Code 2010 Edition; National Fire Protection Association (NFPA); NFPA 1 (2009) and NFPA 101 (2009) with Florida Modifications~~Fire Code Violations

Code or Ordinance	Section	Description	Class	Penalty
NFPA 1**	10.1.1	Prohibition on maintaining a fire and life safety hazard in violation with this code	II	$75.00
NFPA 1	13.1.8	Failure to notify fire department when any fire protection system is out of service and on restoration of service	III	$125.00
NFPA 1	10.12.1	Failure of any person owning or having charge or control of any vacant building, premises, or portion thereof to remove all combustible storage, waste, refuse, and vegetation or lock, barricade or otherwise secure the building or premises to prohibit entry by unauthorized persons	III	$125.00
NFPA 1	18.2	Failure to comply with required access for fire/emergency equipment/firelanes	III	$125.00
NFPA 1	10.7	Tampering with fire safety equipment	III	$125.00
NFPA 1	11.5	Failure to comply with requirements for heating appliances	I	$50.00
NFPA1	14.4	Failure to maintain reliability of means of egress within requirements	IV	$300.00 MCA***
NFPA 1	10.4	Failure to evacuate a building/school upon activation of a fire alarm system or when notified to do so or when directed to by the fire department	III	$125.00
NFPA 1	13.1.2	Failure to comply with the required testing and maintenance of the fire safety equipment and systems	III	$125.00
NFPA 1	69.1.1.1	Failure to comply with compressed and liquefied gases requirements	III	$125.00
NFPA 1	10.2.4	Failure of the owner, operator, or occupant of a building that is deemed unsafe by the	IV	$300.00

Attachment: Code Citation Ordinance Redline (18672 : Set a Public Hearing on an Ordinance Pertaining to Code Citations)

		fire department to abate through corrective action approved by the fire department, the condition causing the building to be unsafe either by repair, rehabilitation, demolition, or other corrective action approved by the fire department		
NFPA 1	10.11.1 10.11.4	Failure to display building address numbers on contrasting background. Numerals for residential buildings shall be 3 inches in height and commercial structures shall be 6 inches in height	III	$125.00
Ch. 46 ~~NFPA~~	~~46-74~~ ~~46-75~~ ~~1:10.1.5~~ ~~1:10.1.6~~ ~~1:10.10.3~~Art. II	~~Burning without authorization~~Fire Safety	III	$125.00
Ch. 46	Art. III	Drought Condition	IV	$300.00
Fl. Admin. Code	62-256~~.300~~	~~Burning Household Trash~~Open Burning	IV	$300.00
		Other Violations of Ch. 46, Code of Ordinances; Ch. 633, F.S.; Ch. 60A, Fla. Admin. Code****	I-V	$50.00-$300.00

~~Note: MCA means mandatory court appearance.~~

** Florida Fire Prevention Code 2010 Edition; National Fire Protection Association (NFPA); NFPA 1 (2009) and NFPA 101 (2009) with Florida Modifications

*** Mandatory Court Appearance

**** Class and Penalty to be determined based on the nature of the violation

Attachment: Code Citation Ordinance Redline (18672 : Set a Public Hearing on an Ordinance Pertaining to Code Citations)

Uniform Penalty Schedule by Classes

Class	Penalty
Class I	$50.00
Class II	$75.00
Class III	$125.00
Class IV	$300.00
Class V	Mandatory court appearance (MCA) Up to $500.00

Second violation of the same class I or class II offense shall be double the amount shown on the penalty schedule, NOT TO EXCEED $500.00

Third and subsequent violations of the same class I or II offense shall require a mandatory court appearance.

Class III and Class IV violations will require a civil citation on the first offense at the above designated penalty. Second and subsequent violations will require a mandatory court appearance.

Class V violations will require a mandatory court appearance and will be subject to the penalties imposed by the court not to exceed $500.00.

Violations that are irreparable, irreversible or transient will be cited on the first violation and will be without notice.

Attachment: Code Citation Ordinance Redline (18672 : Set a Public Hearing on an Ordinance Pertaining to Code Citations)

Section 2. **Severability**. If any section, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 3. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate the provisions of Chapter 19 into the Citrus County Code of Ordinances where indicated.

Section 4. **Modification**. The provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed with the Clerk.

Section 5. Repeal of Inconsistent Provisions. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

PASSED AND DULY ADOPTED, in open session, with a quorum present and voting, this _____day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____ _____

ANGELA VICK, Clerk _____, Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____

DENISE A. DYMOND LYN
County Attorney

Attachment: Code Citation Ordinance Redline (18672 : Set a Public Hearing on an Ordinance Pertaining to Code Citations)

ORDINANCE NO. 2021-_____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, PERTAINING TO CITRUS COUNTY CITATION ORDINANCE, AMENDING CHAPTER 19, ARTICLE II, DIVISION 2, SECTION 19-63 ENTITLED "APPLICABLE CODES AND ORDINANCES"; 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 FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners ("Board") is the legislative and governing body of Citrus County, 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, the Board of County Commissioners of Citrus County, Florida, is charged with the responsibility of protecting the public by adopting and enforcing codes and ordinances;

WHEREAS, the Board adopted Division 2, of Article II, Chapter 19 of the Code of Ordinances to provide a supplemental method of enforcing its codes and ordinances;

WHEREAS, from time to time, parts of the Code of Ordinances must be revised, repealed, adopted and or amended;

WHEREAS, Chapter 19, Article II, Division 2, Section 19-63 of the Citrus County Code of Ordinances provides a schedule of codes and ordinances that may be enforced pursuant to the supplemental procedures authorized by s. 162.21, F.S. and Code Section 19-60;

WHEREAS, County desires to amend the schedule of codes and ordinances as set forth in Exhibit A of Code Section 19-63 in order to more fully protect the public health, safety and welfare of the citizens of Citrus County, Florida;

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

Section 1. Chapter 19, Article III, Division 2, Section 19-63 is amended to provide a revised schedule of codes and ordinances to be attached as Exhibit A and set forth directly below Section 19-63 in the Citrus County Code of Ordinances, the schedule to be as follows:

Attachment: Code Citation Ordinance Final (18672 : Set a Public Hearing on an Ordinance Pertaining to Code Citations)

EXHIBIT A.

SCHEDULE OF CODES AND ORDINANCES WITH BRIEF DESCRIPTION OF SUBJECT MATTER OF VIOLATIONS AND PENALTIES FOR UNCONTESTED VIOLATIONS

Code or Ordinance	Section	Description	Class	Penalty
Ch. 20 Art. III	20-31	Unlawful accumulation of junk and/or debris	II	$75.00
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LDC	5710	Tree removal without a permit	IV	$300.00
LDC	7320	Illegal use of public rights-of-way for sale of merchandise	I	$50.00
LDC	7350	Failure to display building numbers	III	$125.00
Ch. 21	21-21	General noise prohibitions	I	$50.00
Ch. 21	21-26	Specific noise prohibitions	I	$50.00
Ch. 21	21-23	Noise Sensitive Zones	II	$75.00
LDC	3320(A)	Commercial Vehicle in a Residential Area	IV	$300.00
Ch. 20	20-61	Excessive Growth and Accumulation of Vegetation	I	$50.00
LDC	3102(A)	Storage on a Vacant Parcel	III	$125.00
Ch. 20 Art. IV	20-41	Abandoned, Unserviceable & Unlicensed Vehicles	II	$75.00
LDC	3730	Animals in area not zoned for Animals	I	$50.00
LDC	3101(A)	Pool Violation	III	$125.00
LDC	3140	Temporary Uses Violations	II	$75.00
		Other violations of LDC or Ch. 20	I – IV*	$50.00-$300.00

* Class and Penalty to be determined based on the nature of the violation

Attachment: Code Citation Ordinance Final (18672 : Set a Public Hearing on an Ordinance Pertaining to Code Citations)

Fire Code Violations

Code or Ordinance	Section	Description	Class	Penalty
NFPA 1**	10.1.1	Prohibition on maintaining a fire and life safety hazard in violation with this code	II	$75.00
NFPA 1	13.1.8	Failure to notify fire department when any fire protection system is out of service and on restoration of service	III	$125.00
NFPA 1	10.12.1	Failure of any person owning or having charge or control of any vacant building, premises, or portion thereof to remove all combustible storage, waste, refuse, and vegetation or lock, barricade or otherwise secure the building or premises to prohibit entry by unauthorized persons	III	$125.00
NFPA 1	18.2	Failure to comply with required access for fire/emergency equipment/firelanes	III	$125.00
NFPA 1	10.7	Tampering with fire safety equipment	III	$125.00
NFPA 1	11.5	Failure to comply with requirements for heating appliances	I	$50.00
NFPA1	14.4	Failure to maintain reliability of means of egress within requirements	IV	$300.00 MCA***
NFPA 1	10.4	Failure to evacuate a building/school upon activation of a fire alarm system or when notified to do so or when directed to by the fire department	III	$125.00
NFPA 1	13.1.2	Failure to comply with the required testing and maintenance of the fire safety equipment and systems	III	$125.00
NFPA 1	69.1.1.1	Failure to comply with compressed and liquefied gases requirements	III	$125.00
NFPA 1	10.2.4	Failure of the owner, operator, or occupant of a building that is deemed unsafe by the fire department to abate through corrective	IV	$300.00

Attachment: Code Citation Ordinance Final (18672 : Set a Public Hearing on an Ordinance Pertaining to Code Citations)

		action approved by the fire department, the condition causing the building to be unsafe either by repair, rehabilitation, demolition, or other corrective action approved by the fire department		
NFPA 1	10.11.1 10.11.4	Failure to display building address numbers on contrasting background. Numerals for residential buildings shall be 3 inches in height and commercial structures shall be 6 inches in height	III	$125.00
Ch. 46	Art. II	Fire Safety	III	$125.00
Ch. 46	Art. III	Drought Condition	IV	$300.00
Fl. Admin. Code	62-256	Open Burning	IV	$300.00
		Other Violations of Ch. 46, Code of Ordinances; Ch. 633, F.S.; Ch. 60A, Fla. Admin. Code****	I-V	$50.00-$300.00

** Florida Fire Prevention Code 2010 Edition; National Fire Protection Association (NFPA); NFPA 1 (2009) and NFPA 101 (2009) with Florida Modifications

*** Mandatory Court Appearance

**** Class and Penalty to be determined based on the nature of the violation

Attachment: Code Citation Ordinance Final (18672 : Set a Public Hearing on an Ordinance Pertaining to Code Citations)

Uniform Penalty Schedule by Classes

Class	Penalty
Class I	$50.00
Class II	$75.00
Class III	$125.00
Class IV	$300.00
Class V	Mandatory court appearance (MCA) Up to $500.00

Second violation of the same class I or class II offense shall be double the amount shown on the penalty schedule, NOT TO EXCEED $500.00

Third and subsequent violations of the same class I or II offense shall require a mandatory court appearance.

Class III and Class IV violations will require a civil citation on the first offense at the above designated penalty. Second and subsequent violations will require a mandatory court appearance.

Class V violations will require a mandatory court appearance and will be subject to the penalties imposed by the court not to exceed $500.00.

Violations that are irreparable, irreversible or transient will be cited on the first violation and will be without notice.

Attachment: Code Citation Ordinance Final (18672 : Set a Public Hearing on an Ordinance Pertaining to Code Citations)

Section 2. **Severability**. If any section, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 3. Codification. The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate the provisions of Chapter 19 into the Citrus County Code of Ordinances where indicated.

Section 4. **Modification**. The provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed with the Clerk.

Section 5. Repeal of Inconsistent Provisions. All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

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

PASSED AND DULY ADOPTED, in open session, with a quorum present and voting, this _____day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____ _____

ANGELA VICK, Clerk _____, Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____

DENISE A. DYMOND LYN
County Attorney

Attachment: Code Citation Ordinance Final (18672 : Set a Public Hearing on an Ordinance Pertaining to Code Citations)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Proclamation- 100 Year Birthday January 2, 2022
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

Proclaim January 2, 2022, as Clinton C. Burns Day in celebration of his 100th birthday

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 January 2, 2022 as Clinton C. Burns day celebrating his 100th birthday.

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA
P R O C L A M A T I O N
CELEBRATING CLINTON C. BURNS SR. 100TH BIRTHDAY

WHEREAS, Clinton C. Burns was born January 2, 1922 just outside of Hernando to Lennon & Ida Burns; and

WHEREAS, Clinton attended school in a little church in S. Dunnellon through the 8th grade. He worked on the Barge Canal lock and in phosphate mining. In 1942, at the age of 20, he was drafted into the Army during the early stages of the U.S. involvement in World War II. After basic training at Camp Claiborne in Louisiana, he was stationed in South Hampton, England, before landing on the beaches of Normandy onboard a LST 542 class tank ship. After D-Day he served in Belgium & Germany; and

WHEREAS, during World War II, Clinton served with the Third Army, 364th Engineer Combat Regiment under the command of General George S. Patton, as a truck driver with the Famed Red Ball Express. The Red Ball Express, made up of mostly African American soldiers, was the supply truck convoys that were instrumental in the allies drive through France. At the close of the war, Clinton was deployed back to the United States on July 4, 1945. He was honorably discharged from the Army as Technician 5th grade and received five campaign medals for his service including Normandy, Cherbourg, Aschen and the Battle of the Bulge: and

WHEREAS, he married Idella Burns in 1950 to whom he was married for 63 years until her death in 2013. They raised 8 children- Lois, Christine, Linton and Clinton, Reginald, Althea, Daryl and Mavis. He has 26 grandchildren and 19 great grandchildren: and

WHEREAS, Clinton worked for 15 years with the Atlantic Coastline Railroad, in the phosphate industry and retired from Florida Power Corporation after 16 years in 1983. He currently serves as a deacon and member of the Mt. Olive Missionary Baptist Church. He has been an Honorary Police Officer with the Dunnellon Police Department for eight years.

NOW, THEREFORE, the Board of County Commissioners of Citrus County, Florida does hereby congratulate Clinton C. Burns Sr. on his 100th Birthday on January 2, 2022

EXECUTED this 14th day of December 2021

_____
Chairman Ronald E. Kitchen Jr.

_____ _____
Ruthie Davis Schlabach **Jeff Kinnard D.C.**

_____ _____
Holly L. Davis **Scott Carnahan**

Attachment: 12-14-21 Proc Clinton Burns 100th birthday (18724 : Proclamation- 100 Year Birthday

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 20-044 Amendment No. 3; Montezuma Waters Septic to Sewer Modifications; Constantine Constructors
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

On September 22, 2020, the Board approved the award to Constantine Constructors, LLC to provide septic to sewer modifications for the Montezuma Waters community at 11225 West Chickasaw Lane, including West Chickasaw Lane, North Seneca Point, and North Comanche Point.

On October 8, 2020, a Notice to Proceed was given to Contractor by County to commence work on the project beginning on November 2, 2020, to reach final completion of project by July 29, 2021.

On July 13, 2021, County extended the duration of the project to reach final completion of project by September 27, 2021.

On September 14, 2021, County extended the duration of the project to reach final completion of project by November 20, 2021.

Staff desires approval to extend the final completion date to December 24, 2021, due to weather delays and additional work items added.

No additional cost associated with this Amendment.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
9000E-56300	Improve othe	$1,351,708	$0	$0	$1,351,708

Fort Island Trail Septic Interconnection-Improve other than bldg.
No additional cost added due to this Amendment.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Amendment No. 3 to the Agreement between Citrus County, Florida and Constantine Constructors, Inc. to extend the completion date to December 24, 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
Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.citrusbocc.com

AMENDED NOTICE TO PROCEED

TO: Constantine Constructors, LLC.
1988 Lewis Turner Blvd., Unit 3
Fort Walton Beach, FL 32547

DATE: November 15, 2021

PROJECT: **Montezuma Waters Septic to Sewer Modifications**
Project ITB 20-044

Constantine Constructors LLC is requesting an additional 34 days be added to the project due to Duke Energy delays in commissioning of the 10 new lift stations electrical service and wet weather delays. Pursuant to Article 9.0 of the agreement, Constantine Constructors LLC is hereby notified to continue with the work that commenced on **November 2, 2020** and to achieve Substantial Completion on or before **November 20, 2021**and Final Completion on or before **December 24, 2021**.

OWNER: Citrus County Board of County Commissioners
Water Resources Department

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

ACCEPTANCE NOTICE:

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

BY: _____
David Marshall, (Secretary/Treasurer or designated representative)
Constantine Constructors, LLC.

Attachment: 12-14-21 ITB 20-044 Agenda Docs-Amend 3 (18696 : ITB 20-044 Amendment No. 3; Montezuma Waters Septic to Sewer

REQUEST FOR CHANGE ORDER

Constantine Constructors, LLC

RCO NO.:	Amendment #
DATE:	11/15/2021
PROJECT:	Montezuma Waters Septic to Sewer
PROJECT NO.:	200447.03
CONTRACTOR:	Constantine Constructors, LLC
KEY WORD DESCRIPTION:	Extension of time

THE FOLLOWING MODIFICATION TO THE CONTRACT HAS BEEN IDENTIFIED. PURSUANT TO GENERAL CONDITIONS, THIS QUOTATION INCLUDES AN ITEMIZED BREAKDOWN OF CONTRACTOR AND SUBCONTRACTOR COSTS, INCLUDING LABOR, MATERIALS, RENTALS, APPROVED SERVICES, OVERHEAD, AND PROFIT. THIS REQUEST SHALL NOT BE CONSIDERED AUTHORIZATION TO PROCEED WITH THE WORK HEREIN DESCRIBED.

TO BE COMPLETED BY INITIATOR OF REQUEST:

1. **SCOPE OF WORK:**

1. Paid invoice issues with Duke Energy
2. Wet weather delays

2. **REASON(S) FOR MODIFICATIONS:**

1. Duke Energy – Duke would not commission service to the Lift Stations until payment issue was resolved, thereby, causing delays associated with the commissioning of the lift stations. On Oct 2 and Oct 10, 2021, CCL paid all 10 invoices. On Nov 5, 2021, Citrus County informed CCL that payment was not received. CCL confirmed and reconciled that both checks were previously paid to Duke in October. On Nov 8, CCL made another payment to Duke for all 10 lift stations. On Nov 9, 2021, Duke and Citrus County confirmed receipt of payment. CCL will continue to seek reimbursement from Duke for initial payments made in October 2021. CCL requests an additional 29 days associated with these delays.
2.On November 6 and 7, 2.72 inches of rainfall fell. Concrete driveways for Comanche and Seneca were scheduled to be placed for that week. Thus, pushing the concrete delivery issues with our suppliers out a week. CCL requests an additional 5 days for associated with these delays.

3. **APPROVAL OF REQUEST:**

CONTRACTOR: Constantine Constructors, LLC *Dave Marshall* David G. Marshall/President	DATE: 11/15/2021
OWNER: Citrus County Board of County Commissioners Dept of Water Resources (Utility Planning & Engineering) Roger Ingall/Project Manager	DATE:

4. **TOTAL COST OF MODIFICATION (ATTACH BREAKDOWN)** — $0.00

5. **WILL A MODIFICATION TO THE CONTRACT TIME BE REQUIRED?**

X YES NO

DURATION — 34 CALENDAR DAYS
11/20/21(substantial), 12/24/21(final)

6. **ATTACHMENT IDENTIFICATION: (LIST)** — N/A

7. **QUOTATION IS IN EFFECT UNTIL (DATE)** — N/A

Attachment: 12-14-21 ITB 20-044 Agenda Docs-Amend 3 (18696 : ITB 20-044 Amendment No. 3; Montezuma Waters Septic to Sewer

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2021

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

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

PRODUCER
Waldorff Insurance & Bonding
45 Eglin Parkway NE Ste 202
Fort Walton Beach FL 32548

CONTACT NAME:
PHONE (A/C, No, Ext): 850-581-4925 FAX (A/C, No): 850-581-4930
E-MAIL ADDRESS: receptionist@waldorffinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Monroe Guaranty Ins Co.	32506
INSURER B : Brierfield Insurance Co.	10993
INSURER C : The FCCI Insurance Company	10178
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CONSCON-03
Constantine Constructors LLC
G2 Constructors LLC
1988 Lewis Turner Blvd, Unit 3
Fort Walton Beach FL 32547

COVERAGES CERTIFICATE NUMBER: 1499995777 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	GL100058722	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	CA100058721	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB100058720	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC0100058719	7/1/2021	7/1/2022	PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C C	Leased/Rented Equipment Installation Floater			TBD TBD	7/1/2021 7/1/2021	7/1/2022 7/1/2022	Limit / Deductible Limit / Deductible	250,000 / 500 200,000 / 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as Additional Insured, when required by written contract, as pertains to General Liability and Auto Liability. This insurance is Primary and Non-Contributory when required by written contract as respects to General Liability. Waiver of Subrogation applies when required by written contract in favor of the Certificate Holder as respects to General Liability, Auto Liability, and Workers Compensation.
Cancellation Provision: 30 Days Notice of Cancellation except 10 days for non-payment of premium as respects to General Liability and Auto Liability.
Cancellation Provision: 45 Days Notice of Cancellation except 10 days for non-payment of premium as respects to Workers Compensation.

CERTIFICATE HOLDER

Citrus County, Florida, a political subdivision
of the State of Florida
3600 W. Sovereign Path
Ste 180
Lecanto FL 34461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
K Wayne Walker

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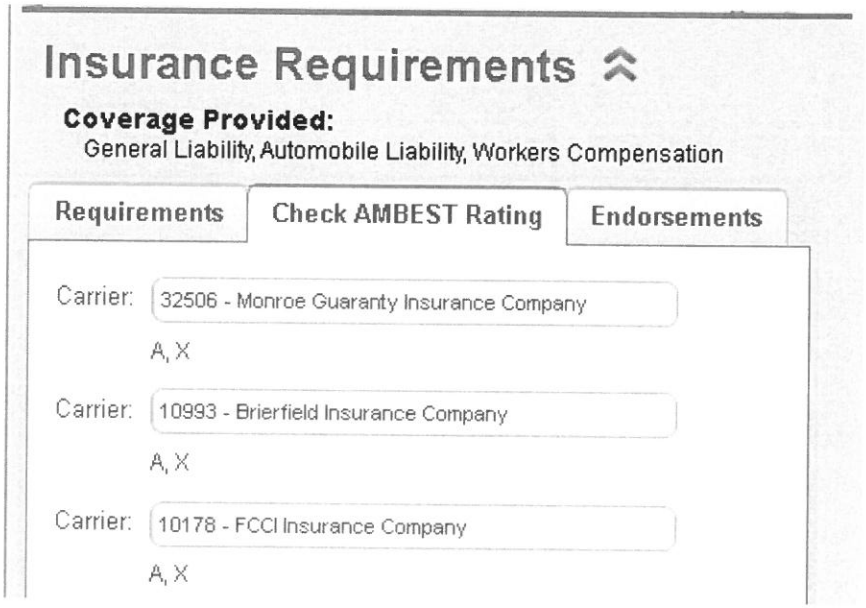
Attachment: 12-14-21 ITB 20-044 Agenda Docs-Amend 3 (18696 : ITB 20-044 Amendment No. 3; Montezuma Waters Septic to Sewer

AMBEST 2021 Constantine Constructors



Attachment: 12-14-21 ITB 20-044 Agenda Docs-Amend 3 (18696 : ITB 20-044 Amendment No. 3; Montezuma Waters Septic to Sewer

Amendment No. 3 to the Agreement

ITB 20-044
Montezuma Waters Septic to Sewer Modifications

THIS AMENDMENT is made and entered into by and between Constantine Constructors, LLC., a Florida Limited Liability Company organized and existing under the laws of the State of Florida (hereinafter referred to as "Contractor") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, On September 22, 2020, County and Constantine Constructors, LLC entered into an Agreement for services to provide septic to sewer modifications for Montezuma Waters; and

WHEREAS, On October 8, 2020, Department of Water Resources issued a Notice to Proceed directing Contractor to commence work on November 2, 2020, and reach substantial completion on June 29, 2021, and final completion on July 29, 2021; and

WHEREAS, On May 27, 2021, due to delays associated with Duke Energy's installation of new electric services, the Department of Water Resources issued an Amended Notice to Proceed to change the date of substantial completion to August 28, 2021, and final completion to September 27, 2021; and

WHEREAS, On July 13, 2021, County and Contractor amended the Agreement to extend the duration of the Agreement as set forth in the Amended Notice to Proceed, Contractor shall reach substantial completion by August 28, 2021, and final completion by September 27, 2021; and

WHEREAS, On August 17, 2021, due to delays associated with the additional work items added and wet weather delays, the Department of Water Resources issued a second Amended Notice to Proceed to change the date of substantial completion to October 21, 2021, and final completion to November 20, 2021; and

WHEREAS, On September 14, 2021, County and Contractor amended the Agreement to extend the duration of the Agreement as set forth in the Amended Notice to Proceed, Contractor shall reach substantial completion by October 21, 2021, and final completion by November 20, 2021; and

WHEREAS, On November 15, 2021, due to delays associated with the additional work items added and wet weather delays, the Department of Water Resources issued a third Amended Notice to Proceed extending the date of substantial completion to November 20, 2021, and final completion to December 24, 2021; and

WHEREAS, County and Contractor desire to ratify the action of the Department of Water Resources in issuing the third Amended Notice to Proceed and amend the Agreement to provide that Contractor shall reach substantial completion by November 20, 2021, and final completion by December 24, 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 hereby ratifies the action of the Department of Water Resources in issuing the third amended Notice to Proceed.

3. County and Contractor hereby amend the Agreement to provide that Contractor shall reach substantial completion by November 20, 2021, and final completion by December 24, 2021.

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

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Attachment: 12-14-21 ITB 20-044 Agenda Docs-Amend 3 (18696 : ITB 20-044 Amendment No. 3; Montezuma Waters Septic to Sewer

IN WITNESS WHEREOF, this Amendment No. 3 to Agreement is accepted by the parties as of the date noted below.

CONSTANTINE CONSTRUCTORS, LLC

Signature of Witness (1)

Chad Eckhart
Printed Name of Witness (1)

Signature of Witness (2)

Jacy G. Crews
Printed Name of Witness (2)

BY: _____
DAVID G. MARSHALL, PRESIDENT

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 18 day of NOVEMBER, 2021, by DAVID G MARSHALL as PRESIDENT who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 18 day of NOVEMBER, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: DAVID W WILLIAMS
Commission No.: GG 941259
Expiration Date: 12/18/2023

SEAL

Notary Public State of Florida
David W Williams
My Commission GG 941259
Expires 12/18/2023

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

ATTEST:

ANGELA VICK, CLERK

BY: _____
CHAIRMAN

DATE: _____

Attachment: 12-14-21 ITB 20-044 Agenda Docs-Amend 3 (18696 : ITB 20-044 Amendment No. 3; Montezuma Waters Septic to Sewer

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFQ 21-003 Elder Affairs and Older American In-Home Health Services; Senior Helpers
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

On November 15, 2020, staff issued a Request for Qualifications for consideration to provide In Home Health Services to assist those age 60 or older with physical or mental functional impairments that are at risk of institutionalization and those 18+ diagnosed with Alzheimer's or memory related disorders to remain in their homes as long as possible in which County received eleven (11) proposals.

Support Services (SS) has adopted minimum service standards for those services to be funded under the In-Home Health Services program Grant and are as follows:

1. Homemaker Services
2. Personal Care Services
3. Respite Care Services
4. Companion / Escort
5. Chore Services
6. Medical Monitoring Services
7. Shopping Assistance

The contract term is for three (3) years for the Department of Elder Affairs (DOEA) General Revenue (GR) CCE, ADI, HCE and HOPE and programs will begin July 1, 2021. The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 with the option to renew for an additional three-year period.

On June 22, 2021, Board approved award to eleven Providers to provide the In-Home Health Services for the County.

At this time, Staff desires to add another Provider, Scharfeld Care Solutions, Inc. dba Senior Helpers of Spring Hill to provide the services for the RFQ 21-003 Elder Affairs and Older American In-Home Health Services.

This program is Grant Funded.

BUDGET IMPACT/FUNDING SOURCE:

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

Multiple grants and departments- Community Services

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida, and Scharfeld Care Solutions, Inc. dba Senior Helpers of Spring Hill to provide In-Home Health Services throughout the County.

Board of County Commissioners

Department of Community Services
Support Services Division

2804 W. Marc Knighton Court, Key # 6
Lecanto, FL 34461

PH 352-527-5900
FX 352-527-5908

To: Linda Morse, Purchasing Manager

Through: Mariselle Rodriquez, Director, Community Services MR

Through: Lynsie Cahela, Director, Support Services LC

From: Cindy O'Neill, Accounting Supervisor, Support Services

Subject: New Vendor / Contract under RFQ 21-003
"Scharfeld Care Services"

Date: August 11, 2021

We hereby approve that the following vendor is qualified to provide Homemaker, Personal Care, Respite Care, Respite Care With Personal Care, and Companionship as listed under RFQ 21-003.

Under the existing RFQ 21-003, prospective providers that are determined eligible may be awarded a service agreement at any time.

We are requesting that a contract be generated for Homemaker, Personal Care, Respite Care, Respite care with Personal Care, and Companionship for all programs. (CCE, ADI, HCE, OAA IIIB, OAA IIIE and HOPE)

Scharfeld Care Solutions, Inc
DBA Senior Helpers of Spring Hill
PO Box 2043
Land O' Lakes, Fl. 34639

Completed RFQ packet is attached for your convenience.

Attachment: 12-14-21 RFQ 21-003 Agenda Docs-Scharfeld Senior Helpers (18694 : RFQ 21-003 Elder Affairs and Older American In-Home Health

PROCUREMENT AUTHORIZATION FORM

FOR PURCHASES IN EXCESS OF $ 25,000

Only complete the sections that apply and leave the rest blank. Once completed, print the form, have it signed by all those indicated below and mail to Purchasing Manager @ OMB/Purchasing. Also e-mail the form to linda.morse@citrusbocc.com **Purchasing will assign a solicitation number, which will be provided to you.**

(USE THE TAB KEY TO MOVE BETWEEN FIELDS)

NAME OF PROJECT: In Home Services
(Two lines maximum)

DEPARTMENT / DIVISION: Community Services / Support Services / Senior Programs

ACCOUNT NUMBER:
(Four lines maximum) See attached list

BUDGET AMOUNT: To be determined by client need and funding agency requirements

FINANCING REQUIRED: YES ☐ NO ■ **GRANT FUNDED:** YES ■ NO ☐

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

In Home Services:

Refer to the DOEA handbook for full descriptions located at
www.elderaffairs.state.fl.us/doea

Homemaker (housekeeping tasks)
Personal Care (assisting functionally impaired elder with bathing, dressing, and eating)
Companionship (visiting a client who is socially and/or geographically isolated for the purposes of relieving loneliness and providing social contact)
Emergency Alert Response Services (community based emergency alert response systems)
Shopping Assistance (going to store and unloading groceries)
Respite Care (relieving a caregiver for a specified period of time, without personal care)
Respite Care (relieving a caregiver for a specified period of time, with personal care)
Note: Respite needs two different rates.

REQUESTOR Cindy Grant **DATE** 8/14/2020

DIVISION DIRECTOR Tom Stanton **DATE** 8/14/2020

DEPARTMENT DIRECTOR Marsha Rodney **DATE** 8/14/2020

MANAGEMENT & BUDGET DIRECTOR Scott **DATE** 8.19.2020

Attachment: 12-14-21 RFQ 21-003 Agenda Docs-Scharfeld Senior Helpers (18694 : RFQ 21-003 Elder Affairs and Older American In-Home Health

EXHIBIT "B"							
RFQ 21-003							
Senior Helpers							
RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE							
	YR	CCE	HCE	ADI	HOPE	Title IIIB	Title IIIE
Chore Services- CCE, HCE, HOPE, IIIB (COST REIMBURSEMENT OR RATE PER HOUR)	1	$ -	$ -		$ -	$ -	
	2	$ -	$ -		$ -	$ -	
	3	$ -	$ -		$ -	$ -	
Homemaker- CCE, HCE, HOPE, IIIB	1	$ -	$ -	-	$ -	$ -	
	2	$ -	$ -	-	$ -	$ -	
	3	$ -	$ -	-	$ -	$ -	
Personal Care CCE, HCE, HOPE, IIIB	1	$ 21.00	$ 21.00	**$ 21.00**	$ 21.00	$ 21.00	
	2	$ 22.00	$ 22.00	**$ 22.00**	$ 22.00	$ 22.00	
	3	$ 23.00	$ 23.00	**$ 23.00**	$ 23.00	$ 23.00	
Respite Care without Personal Care - CCE, HCE, ADI, HOPE, IIIE	1	$ 21.00	$ 21.00	$ 21.00	$ 21.00		$ 21.00
	2	$ 22.00	$ 22.00	$ 22.00	$ 22.00		$ 22.00
	3	$ 23.00	$ 23.00	$ 23.00	$ 23.00		$ 23.00
Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE	1	$ 21.00	$ 21.00	$ 21.00	$ 21.00		$ 21.00
	2	$ 22.00	$ 22.00	$ 22.00	$ 22.00		$ 22.00
	3	$ 23.00	$ 23.00	$ 23.00	$ 23.00		$ 23.00
Companionship- CCE, HOPE, IIIB	1	$ 21.00			$ 21.00	$ 21.00	
	2	$ 22.00			$ 22.00	$ 22.00	
	3	$ 23.00			$ 23.00	$ 23.00	
Shopping Assistance - CCE, IIIB, IIIE (RATE IS PER ROUND TRIP)	1	$ -				$ -	$ -
	2	$ -				$ -	$ -
	3	$ -				$ -	$ -

Attachment: 12-14-21 RFQ 21-003 Agenda Docs-Scharfeld Senior Helpers (18694 : RFQ 21-003 Elder Affairs and Older American In-Home Health

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2021

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

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

PRODUCER Lamb, Little & Co 1101 Perimeter Drive Suite 500 Schaumburg IL 60173	CONTACT NAME: Jen Freimuth PHONE (A/C, No, Ext): 847-230-3364 FAX (A/C, No): 847-398-7077 E-MAIL ADDRESS: jfreimuth@lamblittle.com
INSURED SCHAR-1 Scharfeld Care Solutions Inc dba: Senior Helpers of Spring Hill 246 Mariner Blvd. Spring Hill FL 34609	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Ins Co — 18058 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 703581523 **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	PHPK2137851	5/29/2021	5/29/2022	EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Prof Liability						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER						PRODUCTS - COMP/OP AGG	$ 3,000,000
							Employee Benefits	$ $1,000,000
A	AUTOMOBILE LIABILITY			PHPK2137851	5/29/2021	5/29/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E L EACH ACCIDENT	$
	(Mandatory in NH)						E L DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - POLICY LIMIT	$
A	Abuse & Molestation			PHPK2137851	5/29/2021	5/29/2022	Limit	$1M/$3M
A	3rd Party Crime			PHPK2137851	5/29/2021	5/29/2022	Limit $50,000	Deductible:$1,000

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

Professional Liability Claims Made - Each Professional Limit::$1,000,000/Aggregate:$3,000,000
Retro Date: 1/17/2011

General Liability Retro Date: 1/17/2011
Tail Coverage or Extended Reporting Period will be activated for three years from the term of the agreement or the end of the agreement should these policies be cancelled

Additional Insured coverage is provided to the following with respect to General Liability & Auto Liability only when required by written contract/agreement:
See Attached...

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

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AGENCY CUSTOMER ID: SCHAR-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Lamb, Little & Co	Scharfeld Care Solutions Inc dba: Senior Helpers of Spring Hill 246 Mariner Blvd. Spring Hill FL 34609
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Citrus County, Florida. The General Liability & Auto Liability policies includes waiver of subrogation in favor of the listed additional insured's only when there is a written contract between the named insured and the certificate holder that requires it.

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Attachment: 12-14-21 RFQ 21-003 Agenda Docs-Scharfeld Senior Helpers (18694 : RFQ 21-003 Elder Affairs and Older American In-Home Health

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/03/2021

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	CONTACT NAME: Cassie Chilton	
Brown & Brown of Florida, Inc. 273 N Broad Street Brooksville FL 34605	PHONE (A/C, No, Ext): (352) 796-8200	FAX (A/C, No):
	E-MAIL ADDRESS: cchilton@bbtampa.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Scharfeld Care Solutions, Inc. P.O. Box 2043 Land O'Lakes FL 34639	INSURER A: National Liability & Fire Insurance Company	
	INSURER B: Ascendant Commercial Insurance Inccorporated	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21-22 Master COI **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)	$
	GEN'L AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	☐ OTHER						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			73APR3844022	01/26/2021	01/26/2022	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y	N/A	Y	WC72132-3	02/01/2021	02/01/2022	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

A Waiver of Subrogation has been endorsed in favor of Citrus County, FL.

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Soverrign Path Ste 266
Lecanto FL 34661

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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AMBEST 2022 Scharfeld Sr Helpers

Attachment: 12-14-21 RFQ 21-003 Agenda Docs-Scharfeld Senior Helpers (18694 : RFQ 21-003 Elder Affairs and Older American In-Home Health

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

Scharfeld Care Solutions, Inc. dba Senior Helpers of Spring Hill, (Contractor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor**:
Joanne Granger, Director Division of Support Services 2804 W. Marc Knighton Court Lecanto, Florida 34461 Phone: 352-527-5900 Fax: 352-527-5908 Email: joanne.granger@citrusbocc.com	Glen Scharfeld, President Scharfeld Care Solutions, Inc. dba Senior Helpers of Spring Hill PO Box 2043 Land O'Lakes, Florida 34639 Phone: 352-835-7191 Fax: 352-835-7194 Email: gscharfeld@seniorhelpers.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 Request for Qualifications, (4) provisions of Contractor's Proposal, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:
1. Exhibit A – Scope of Services
2. Exhibit B – Compensation

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for three (3) years from the date for the Department of Elder Affairs (DOEA) General Revenue (GR) CCE, ADI, HCE and HOPE and programs that begin July 1, 2021. The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 with the option to renew for an additional three-year period. The date that Provider shall commence the provision of Services shall be the date on which Provider receives a Purchase Order and a Notice to Proceed.

Attachment: 12-14-21 RFQ 21-003 Agenda Docs-Scharfeld Senior Helpers (18694 : RFQ 21-003 Elder Affairs and Older American In-Home Health

Attachment: 12-14-21 RFQ 21-003 Agenda Docs-Scharfeld Senior Helpers (18694 : RFQ 21-003 Elder Affairs and Older American In-Home Health

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: Provider shall provide services in accordance with the Scope of Services attached hereto as Exhibit "A". If County identifies any additional Services to be provided by Provider that are not covered under the original Agreement, such additional services shall be made part of this Agreement by a written Amendment.

10.0 Responsibilities of County and Provider

10.1 County: County shall provide Provider all pertinent data, criteria, information, and any other available data that is required by Provider to perform its Services. Provider shall be entitled to rely on any and all information provided pursuant to this provision. The County shall review Provider's work thoroughly and promptly, provide direction as necessary, and, if the County at any time becomes aware of any defect, shall give notice of such defect in the Services provided. County shall provide access to the Project site, if required. The County shall be responsible for all costs associated with providing source documents to Provider.

10.2 Provider:

10.2.1 Provider shall satisfy itself as to the accuracy and completeness of all pertinent data, criteria, and information given by County prior to performing or furnishing services under this Agreement. If deficiencies in Provider's Services are discovered, Provider shall correct any such deficiencies without additional compensation, except to the extent such corrective action is directly attributable to deficiencies in County-furnished information.

10.2.2 Provider shall perform the services under this Agreement in a proper and satisfactory manner as determined by County. Any and all equipment, products, materials and labor necessary to perform the services, or requirements as further stated herein, shall be supplied by Provider.

10.2.3 Provider must comply with client confidentiality requirements as established by state regulations, the Health Insurance Portability and Accountability Act (HIPAA) and DOEA Program and Services Handbook. The applicant must provide operational and implementation measures within its own health care community to encourage voluntary compliance with the Privacy Rule requirements. These requirements state that no identifiable information about an older person or that obtained from an older person by a service provider be disclosed in a form that identifies the person without the informed, written or documented oral consent of the person or of his or her legal representative.

10.2.4 Provider shall supervise its employees in performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the attachments to this Agreement.

10.2.5 Provider agrees that all employees scheduled from their office will report to the Provider's office by phone or by other electronic means on their first assignment to a client's home to confirm service provision.

10.2.6 Provider shall provide services to County's designated clients.

10.2.7 Service provided by the Provider's employee will be specified on the service form required by County, unless using an approved electronic verification system. The plan of service written by the County's Case Manager and designated time of service must be adhered to.

10.2.8 Provider will be responsible for scheduling their employees to deliver services when assigned.. Service is to be delivered on the day and time scheduled unless changed with prior approval by the County or the client. It is important that changes in the schedule or assigned worker be kept to a minimum. Any additional hours needed in the case of an emergency must be approved by the County. However, County reserves the right to request a change in staff when it appears to be in the best interest of the client

10.2.9 The County will notify Provider of all new clients, and Provider shall begin service within three (3) days, unless delayed at the request of the client.

10.2.10 Provider will notify County in the event of refusal of service by the client. Refusal of service by the client must be reported to the County on the day on which it occurs.

10.2.11 If Provider fails to provide service to a client on the day scheduled, or within the week of scheduled service, it will be considered as a missed service. Missed services must be documented and reported to the county at a minimum weekly.

10.2.12 Adult Protective Services Referrals - Adult Protective Services (APS) referrals that are identified as high-risk are considered first priority. Provider will inform County within 2 hours of referral if Provider cannot staff service. All APS referrals must be served within forty-eight (48) hours. When the client has been served, the information must be provided immediately to the County.

10.2.12.1 If Provider fails to provide service to a client on the day, they must notify the County immediately.

10.3 Provider's Personnel:

10.3.1 Provider's employees who provide service to the County's clients must be qualified to perform the position's duties, and before providing the service, furnish proof to County that the following State of Florida, Department of Elder Affairs checks have been done in accordance to all State and Federal Regulations:

10.3.1.1 Abuse Registry Background Check

10.3.1.2 Section 430.0402 and Chapter 435, Florida Statutes, governing background screening. Any person who meets the definition of a "direct service provider" and who is providing services to the elderly pursuant to a program administered by the Department must receive a level 2 background screen through the Department of Elder Affairs. A direct service provider is defined as "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client or has access to the client's living areas or to the client's funds or personal property or personal identification information as defined in F.S. 817.568, Florida Statutes. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Florida Statutes, Background investigations shall be performed by an accredited Federal or State Law Enforcement agency, or a licensed bonded company whose main business is to perform criminal background investigations.

10.3.1.3 Affidavit of Good Moral Character

10.3.2 Pre-service training shall be provided by the Provider and must include an orientation of the total County program, its rules, regulations and policies. Employees must be scheduled regularly for in-service training, pursuant to the training program outlined and provided in the Provider's Statement of Qualifications. Training expenses are the responsibility of the Provider. Training documentation will be provided annually to the County for monitoring.

Attachment: 12-14-21 RFQ 21-003 Agenda Docs-Scharfeld Senior Helpers (18694 : RFQ 21-003 Elder Affairs and Older American In-Home Health

10.3.3 Prior training hours may be substituted for all or part of the required hours of pre-service training at the discretion of the County.

10.3.4 Provider personnel will be supervised in the performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the Scope of Services that is attached to the Request of Qualifications.

10.3.5 Department of Elder Affairs Background Screening requirements and Affidavit of Compliance must be sent to the County annually for the duration of the contract period. http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

11.0 Compensation to Provider: Compensation to be paid to Provider for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement. Provider is not guaranteed a specific total dollar amount and the negotiated unit rate is guaranteed for the initial period of the agreement. Under no conditions will the County compensate the Provider for any clients other than those referred and scheduled by County's Staff.

11.1 If the County identifies, or the Provider recommends, any additional Services to be performed by the Provider that result in additional fees, such additional fees shall be mutually negotiated between County and Provider and be made a part of this Agreement by a written Amendment. Any change in fees shall be authorized by a formal Amendment to the Agreement. Mileage and cancelled visits are considered part of the Compensation in 11.0 and will not be reimbursed separately.

12.0 Payment of Payment Requests:

12.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per week, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number (if assigned), 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. (note: These services are exempt from PO by Administrative Regulation)

12.2 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.

12.3 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".

12.4 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

Attachment: 12-14-21 RFQ 21-003 Agenda Docs-Scharfeld Senior Helpers (18694 : RFQ 21-003 Elder Affairs and Older American In-Home Health

an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

12.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order may also be issued to Contractor for the purpose of facilitating payment to Contractor.(note: These services are exempt from Purchase Order).

12.6 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.

12.7 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.

13.0 Warranties:

13.1 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.

13.2 Warranty Against Defects in Workmanship: Contractor shall warrant its Services against hardware, software and related installation for a minimum period of three (3) years and hardware and software maintenance and support for a period of five (5) years 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.

13.3 Warranty of Standard Care: In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's sub-consultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

13.4 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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14.0 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.

15.0 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.

15.1 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.

15.2 Commercial General Liability: Provider must obtain an occurrence form policy in limits not less than $1,000,000 per occurrence and a $2,000,000 aggregate.

15.3 Automobile Liability: Provider 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 Respondent does not own vehicles, Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

15.4 Workers Compensation and Employer's Liability:

15.4.1 Provider 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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15.4.2 For any officer of a Provider that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that provider/employer/owner's employees. If the provider/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 provider/employer/owner.

15.4.3 The purpose of this section is to ensure that all Providers, 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.

15.5 Business Service Bond or Employee Dishonesty Insurance Policy

15.5.1 Provider shall be required to obtain a Business Service Bond or an Employee's Dishonesty Insurance policy in the amount of not less than $100,000. Surety company executing the bond must be authorized to transact business in the State of Florida.

15.5.2 Provider shall be required to obtain a Business Service Bond in the amount of no less than $100,000. Surety Company executing the bond must be authorized to transact business in the State of Florida. Attorney in-Fact who signs the bond must file with each bond a certified and effective date copy of their Power of Attorney.

15.5.3 The bond shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the bonding company(s) shall comply with the County's standard of A.M. Best's Rating of A- or better. The Successful Respondent(s) is responsible for recording this bond in the public records of Citrus County and delivering a receipt from the Clerk of the Circuit Court for recording of the bond to the Owner along with two certified copies of the bond. The Owner shall then submit a certified copy of the bond to Citrus County Commission Records.

15.6 Other Insurance Provisions:

15.6.1 Provider shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior and provide evidence of a tail or continuous of coverage for three (3) years after the term of the Agreement. provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

15.6.2 The project's proposal number shall be noted on the certificate.

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

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

15.6.5 Provider'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 Provider's insurance and shall be non-contributory.

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15.6.6 For General Liability, Automobile Liability and Workers Compensation policies of insurance: Provider, 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.

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

15.6.8 It is Provider's responsibility to insure that all subcontractors comply with these insurance requirements. Provider 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.

15.6.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

15.6.10 All Certificates must show that the Provider's policies have been endorsed per the requirements.

15.6.11 Once ALL paperwork is completed and received by the County, an email will be sent to Provider 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 Provider'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. Provider 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 Provider's agent(s). This is a yearly requirement for the duration of the Agreement.

16.0 Indemnification: Provider 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 the intentional or negligent acts of, or omissions of, Provider, its sub-consultants, sub-contractors, 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 Provider 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, Provider 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 Provider under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

17.0 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. Provider shall proceed with the performance of any changes in the Services so ordered by County unless Provider believes that such Field Order entitles it to a change in Contract Price or Time, or both,

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in which event Provider shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Provider shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

18.0 Termination of Agreement: This agreement may be terminated by either party upon giving the other party thirty (30) calendar day's written notice. In the event of termination, County will be responsible for compensating Provider only for the satisfactorily completed or partially completed Services up to the date of termination. Provider shall not be entitled to recover any loss of anticipated profit.

19.0 Suspension of Services: County may, in its sole discretion, suspend any or all Services under the Agreement, at any time, when in the best interest of the County. County shall provide Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. Upon receiving a notice of suspension, Provider shall immediately comply with the notice, stopping all work in-progress and not perform any further Services. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Provider, County shall either issue a notice authorizing resumption of the Services, at which time activity shall resume, or terminate the Agreement. In the event of suspension, County will be responsible for compensating Provider only for Services satisfactorily performed pursuant to the Agreement up to the date of suspension. Suspension of the Services shall not entitle Provider to any loss of anticipated profit under this provision.

20.0 Additional Terms and Conditions:

20.1 Advertising: Subject to Chapter 119, Florida Statutes, Provider 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 Provider'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.

20.2 Assignment: Neither County nor Provider 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, Provider remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

20.3 Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117): As a condition of the Contract, Provider assures that it and any sub-contractors will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

20.4 Bankruptcy or Insolvency: Provider shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Provider or any of its sub-consultants or sub-contractors who are involved in the provision of the Services under this Agreement.

20.5 Certification regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreement:

20.5.1 The Provider and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

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20.5.2 Management Information Systems used by the Provider, Subcontractors, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Providers will take immediate action to assure data integrity.

20.5.3 If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

20.5.4 In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

20.5.5 The Provider and any Subcontractors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

20.6 Certification regarding inspection of Public Records:

20.6.1 In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 119.0701 (3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701 (4), F.S., and the Department is named in the civil action, Provider agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

20.6.1.1 Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

20.6.2 Section 119.01 (3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

20.7 Certification Regarding Lobbying-Certification for Contracts, Grants, Loans, and Cooperative Agreements: The undersigned Provider certifies, to the best of its knowledge and belief, that:

20.7.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

20.7.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form — LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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20.7.3 This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

20.8 Compliance with Laws: Provider shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Inspector General 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.

20.8.1 Inspector General: Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review or hearing performed pursuant to Section 20.055, Florida Statutes.

20.9 Conflict of Interest: Provider 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, Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider 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 Provider any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Provider, 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 of Provider or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Provider, 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."

20.10 Correction of Services: Provider 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 Provider 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 Provider's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Provider's expense. If Provider 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 Provider.

20.11 County and State Funds: If sufficient funding is not available for Provider 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 Provider'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, Provider may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

20.12 Debarment: Provider 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

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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.

20.13 Discriminatory Vendor: Provider 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 Provider, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

20.14 Disposal of Wastes: Provider 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. Provider shall use only disposal facilities, which have proper permits and are in full compliance with all Laws. Provider agrees that County has the right to reject, for any reason, Provider's use of any particular disposal facility.

20.15 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 Provider. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Provider. The decision shall be final and conclusive.

20.16 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. Provider 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.

20.17 Drug Free Workplace: Provider 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).

20.18 Employees, Sub-consultants, Sub-Contractors and Agents: All Provider employees, sub-consultants, sub-contractors, or agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Provider shall furnish a copy of licenses, certifications or other proof of qualification. All employees, sub-consultants, sub-contractors, or agents of Provider must comply with all security and administrative requirements of County. County may conduct, and Provider shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, sub-contractor, or agent of Provider. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, sub-contractor, or agent of Provider 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 Provider of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any County facility for cause any of Provider's employees, sub-consultants, sub-contractors, or agents. County shall have the right to review and approve any sub-consultants or sub-contractors that are utilized by Provider in the performance of their Services. Provider shall be fully responsible to County for the acts and omissions of its sub-consultants and sub-contractors, and persons directly or indirectly employed by them. It is Provider's responsibility to ensure that its sub-

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consultants and sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

20.19 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Provider is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

20.20 Equal Employment Opportunity: Provider shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Provider shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-contractors as the State of Florida Department of Elder Affairs, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Provider. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contractors entered into by Provider. Sub-contracts entered into by Provider shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Provider 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. Provider shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-contractors is NOT allowed.

20.21 E-Verification System: Provider 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 Provider during the contract term to perform any duties within Florida, and; (2) all persons, including sub-consultants and sub-contractors, assigned by Provider to perform work pursuant to this Agreement. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

20.22 Force Majeure Event: Provider shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

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

20.24 Governmental Restrictions: If Provider believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Provider 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.

Attachment: 12-14-21 RFQ 21-003 Agenda Docs-Scharfeld Senior Helpers (18694 : RFQ 21-003 Elder Affairs and Older American In-Home Health

20.25 Immigration and Nationality Act: Provider 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 Provider 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 Provider knowingly employs unauthorized aliens.

20.26 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Provider, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Provider's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Provider's Service, and shall not relieve Provider from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Provider'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. Provider shall at all times during the Agreement term remain responsive and responsible. Provider 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 Provider for the performance of the provision of the Services covered under the Agreement. If County determines that Provider does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Provider is not relieved from fulfilling all Agreement requirements. Provider shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Provider will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Provider as the Provider's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Provider and all communications given to the supervisor or superintendent shall be as binding as if given directly to Provider. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Provider's Services.

20.27 Lawful Claims and Demands: Should any outstanding claims by sub-contractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Provider, Provider will indemnify and save County harmless from such claims. Acceptance by Provider of payment shall be and shall operate as a release to County of all claims and all liabilities to Provider, other than claims in stated amounts as may be specifically excepted by Provider for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Provider or its sureties from any obligations under the Agreement.

20.28 Lobbying: Provider 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.

20.29 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by Providers 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. Provider will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Provider'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 Provider in hiring assistance.

20.30 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Provider 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.

20.31 Non-Collusion: Provider 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 Provider intends to do the work with its own bonafide employees or sub-contractors and has not provided a Proposal for the benefit of another Provider. Furthermore, Provider 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 Proposal on any public contract.

20.32 Non Discrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80): As a condition of the Contract, Provider assures that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws.

20.32.1 Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

20.32.2 Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

20.32.3 Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

20.32.4 The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

20.32.5 Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

Attachment: 12-14-21 RFQ 21-003 Agenda Docs-Scharfeld Senior Helpers (18694 : RFQ 21-003 Elder Affairs and Older American In-Home Health

20.32.6 The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

20.32.7 Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I — financially assisted program or activity, and to all contracts, Provider makes to carry out the WIA Title I — financially assisted program or activity. Provider understands that the AAA, DOEA and the United States have the right to seek judicial enforcement of the assurance.

20.33 Project Site Conditions: Provider 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.

20.34 Protection of Persons: Provider will be responsible for the safety of its employees and the employees of its sub-consultants and sub-contractors, during the provision of their Services. Provider 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. Provider shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Provider 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.

20.35 Public Entity Crime: Pursuant to 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a 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 Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or Provider 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.

20.36 Records and Documentation: Contractor agrees to make available to County, AAA or DoEA staff and/or any party designated by the County, AAA or DoEA any and all contract related records and documentation. Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the County, AAA or DoEA. Maintenance includes valid exports and backups of all data and systems according to Department standards.

20.37 Relationship: Provider is an independent Provider to County in performing its Services under this Agreement and is not an employee, agent, joint venture, or partner of County.

20.38 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Provider.

20.39 Schedules, Reports and Records: Provider 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 Provider's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Provider, as they relate to the Agreement, shall be retained by Provider for a period of six (6) years from the date of final payment under the Agreement.

Attachment: 12-14-21 RFQ 21-003 Agenda Docs-Scharfeld Senior Helpers (18694 : RFQ 21-003 Elder Affairs and Older American In-Home Health

20.40 Scrutinized Companies: Provider certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Provider further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Provider.

20.41 Security and Confidentiality: Provider shall comply fully with all security procedures of County in the performance of the Agreement. Provider shall not divulge to third parties any information obtained by Provider or its agents, sub-consultants, sub-contractors, officers or employees in the course of the provision of the Services without written consent of County. However, Provider shall be permitted to release information to third parties if such information is publicly available through no fault of Provider, information that Provider 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, Provider shall take appropriate steps as to its personnel, agents, sub-consultants and sub-contractors. The warranties of this paragraph shall survive the Agreement.

20.42 Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

20.43 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

20.44 Taxes: Provider shall pay all sales, consumer, use and other similar taxes required to be paid by Provider 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 Provider or for any taxes levied on Provider's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

20.45 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

21.0 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: 12-14-21 RFQ 21-003 Agenda Docs-Scharfeld Senior Helpers (18694 : RFQ 21-003 Elder Affairs and Older American In-Home Health

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

SCHARFELD CARE SOLUTIONS, INC.
DBA SENIOR HELPERS OF SPRING HILL

Signature of Witness (1)

Zachary G. Galore
Printed Name of Witness (1)

Signature of Witness (2)

Michelle Scharfeld
Printed Name of Witness (2)

BY: _____
GLEN SCHARFELD, PRESIDENT

STATE OF FL
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 21 day of SEPTEMBER, 2021, by GLEN SCHARFELD as PRESIDENT

who is ☐ personally known to me or ☑ who produced _____ as identification.

Witness my hand and official seal this 21 day of SEPTEMBER, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: ERIC HEYMANN
Commission No.: GG 195050
Expiration Date: 3/12/22

ERIC HEYMANN
Notary Public – State of Florida
Commission # GG 195050
My Comm. Expires Mar 12, 2022
Bonded through National Notary Assn.

SEAL

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

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

Attachment: 12-14-21 RFQ 21-003 Agenda Docs-Scharfeld Senior Helpers (18694 : RFQ 21-003 Elder Affairs and Older American In-Home Health

EXHIBIT "B"							
RFQ 21-003							
Senior Helpers							
RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE							
	YR	CCE	HCE	ADI	HOPE	Title IIIB	Title IIIE
Chore Services- CCE, HCE, HOPE, IIIB (COST REIMBURSEMENT OR RATE PER HOUR)	1	$ -	$ -		$ -	$ -	
	2	$ -	$ -		$ -	$ -	
	3	$ -	$ -		$ -	$ -	
Homemaker- CCE, HCE, HOPE, IIIB	1	$ -	$ -	-	$ -	$ -	
	2	$ -	$ -	-	$ -	$ -	
	3	$ -	$ -	-	$ -	$ -	
Personal Care CCE, HCE, HOPE, IIIB	1	$ 21.00	$ 21.00	**$ 21.00**	$ 21.00	$ 21.00	
	2	$ 22.00	$ 22.00	**$ 22.00**	$ 22.00	$ 22.00	
	3	$ 23.00	$ 23.00	**$ 23.00**	$ 23.00	$ 23.00	
Respite Care without Personal Care - CCE, HCE, ADI, HOPE, IIIE	1	$ 21.00	$ 21.00	$ 21.00	$ 21.00		$ 21.00
	2	$ 22.00	$ 22.00	$ 22.00	$ 22.00		$ 22.00
	3	$ 23.00	$ 23.00	$ 23.00	$ 23.00		$ 23.00
Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE	1	$ 21.00	$ 21.00	$ 21.00	$ 21.00		$ 21.00
	2	$ 22.00	$ 22.00	$ 22.00	$ 22.00		$ 22.00
	3	$ 23.00	$ 23.00	$ 23.00	$ 23.00		$ 23.00
Companionship- CCE, HOPE, IIIB	1	$ 21.00			$ 21.00	$ 21.00	
	2	$ 22.00			$ 22.00	$ 22.00	
	3	$ 23.00			$ 23.00	$ 23.00	
Shopping Assistance - CCE, IIIB, IIIE (RATE IS PER ROUND TRIP)	1	$ -				$ -	$ -
	2	$ -				$ -	$ -
	3	$ -				$ -	$ -

Attachment: 12-14-21 RFQ 21-003 Agenda Docs-Scharfeld Senior Helpers (18694 : RFQ 21-003 Elder Affairs and Older American In-Home Health

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Transfers
AGENDA DATE:	**December 14, 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.

Gas Taxes - Allocate funding for the geo-tech cores and reports required by FDOT Small County Outreach Program (SCOP) Withlacoochee Trail, Trails End Road, Gospel Island Road and Yulee Drive grant projects.

Utilities (2) - Allocate funds for several project permit renewals and for the increase in Topeka service line requests.

Housing (4) - Allocate funds into proper accounts to better serve clients.

BUDGET IMPACT/FUNDING SOURCE:

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

As detailed on every budget transfer form attached.

RECOMMENDED ACTION:

Approve budget transfers for Gas Taxes, Utilities (2) and Housing (4) for fiscal year 2021-22.

Citrus County Board of County Commissioners
Budget Transfer Form

November 17, 2021 — **Date**

326 — **Fund Number**

Transportation — **Fund Title**

Dept/Office/Division: Gas Tax - 5 Year Capital Projects

Department Number	Account Number	From Amount	To Amount	Account Title
4110	61000	25,000		Reserve Cash Forward
4110	53100		25,000	Professional Services

Detailed Reason for Transfer:

This budget transfer will allocate funding for the geo-tech cores and reports required for the FDOT Small County Outreach Program (SCOP) Withlacoohee Trail, Trails End Road, Gospel Island Road and Yulee Drive grant projects.

Division Approval: *Prepared by Management & Budget* Date:

Department/Office Approval: *Prepared by Management & Budget* Date:

Management & Budget Approval: cpscott Date: 11·18·21

Board Approval:

Attachment: BT121421 (18685 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

November 16, 2021 — **Date**

450 — **Fund Number**

Operating — **Fund Title**

Dept/Office/Division: Citrus County Utilities

Department Number	Account Number	From Amount	To Amount	Account Title
9000	60080	221,896		Reserves
9000	53100		221,896	Professional Services

Detailed Reason for Transfer:

Several Engineering & Design projects had to be funded thru Operating: CAB I Water use permit ($ 94,754), Bicentennial Park Sewer Main ($ 37,522) and Point O'Woods/Meadowcrest WWTF Permit Renewals ($ 89,620)

Division Approval: Christina Malmberg — Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2021.11.16 14:34:58-05'00' — Date:

Department/Office Approval: Ken Cheek — Digitally signed by Ken Cheek Date: 2021.11.16 15:32:08 -05'00' — Date:

Management & Budget Approval: Cpeott — Date: 11·18·202

Board Approval:

Attachment: BT121421 (18685 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

November 18, 2021 — Date

450 — Fund Number

Operating — Fund Title

Dept/Office/Division: Citrus County Utilities

Department Number	Account Number	From Amount	To Amount	Account Title
9000	60080	600,000		Reserves
9000	56307		600,000	Topeka Line Extensions

Detailed Reason for Transfer:

Requests for service lines in Citrus Springs areas covered by the Topeka Agreement have increased drastically this year. Since we are bound to provide the service, a budget increase is necessary and staff may contract some work to be completed.

Division Approval: Amy Liggins — Date: 11-22-2021

Department/Office Approval: [signature] — Date: 11/23/21

Management & Budget Approval: cpratt — Date: 11.23.2021

Board Approval:

Attachment: BT121421 (18685 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

December 14, 2021	030X	CDBG-DR
Date	Fund Number	Fund Title

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5746X	51200	750		REGULAR SALARIES & WAGES
5746X	52300	500		LIFE & HEALTH INSURANCE
5746X	53100		750	PROFESSIONAL SERVICES
5746X	54900		500	OTHER CURRENT CHGS & OBL

Detailed Reason for Transfer:

Reallocate Admin Expenses to cover line item overages

Division Approval: Michelle Gifford Date: 11/18/2021

Department/Office Approval: Maureen Rodriguez Date: 11/18/2021

Management & Budget Approval: cpratt Date: 11·18·202

Board Approval:

Attachment: BT121421 (18685 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

December 14, 2021	133V	SHIP
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5304V	54000	300		TRAVEL & PER DIEM
5304V	54201	93		POSTAGE
5304V	55500	530		TRAINING
5304V	53100		63	PROFESSIONAL SERVICES
5304V	54603		150	VEHICLE MAINTENANCE
5304V	55100		110	OFFICE SUPPLIES
5304V	55208		600	FUEL & LUBES

Detailed Reason for Transfer:

Reallocate admin to line item overages and better use of admin charges.

Division Approval: Michelle Clifford Date: 11/18/2021

Department/Office Approval: Marielle Rodriguez Date: 11/18/2021

Management & Budget Approval: cpcott Date: 11:18:2021

Board Approval:

Attachment: BT121421 (18685 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

December 14, 2021	166Y	HUD / SECTION 8
Date	Fund Number	Fund Title

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5366Y	54000	1,232		COMMUNICATIONS SERVICES
5366Y	54603	1,833		VEHICLE MAINTENANCE
5366Y	54920	145,227		RENTAL ASST - PORTABILIT
5366Y	55400	189		DUES BKS SUBSCR MEM PUBL
5366Y	52200		1,954	RETIREMENT CONTRIBUTIONS
5366Y	53100		1,300	PROFESSIONAL SERVICES
5366Y	54918		145,227	HOUSING ASSISTANCE PYMTS

Detailed Reason for Transfer:

Reallocate Admin Expenses to cover line item overages

Division Approval: Michelle Colbert Date: 11/18/2021

Department/Office Approval: Marielle Rodriguez Date: 11/18/2021

Management & Budget Approval: C Scott Date: 11·18·2021

Board Approval:

Attachment: BT121421 (18685 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

December 14, 2021	167U	LIHEAP
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5373U	54000	1,200		TRAVEL & PER DIEM
5373U	54603	1,657		VEHICLE MAINTENANCE
5373U	55120	1,028		OFFICE/NON-CAP EQUIPMENT
5373U	52100		1,028	FICA TAXES
5373U	52200		1,657	RETIREMENT CONTRICUTIONS
5373U	52400		1,200	WORKERS' COMPENSATION

Detailed Reason for Transfer:

Reallocate Admin to cover line items overages and better use of admin.

Division Approval: Michelle Alford Date: 11/18/2021

Department/Office Approval: Marisela Rodriguez Date: 11/18/2021

Management & Budget Approval: Cpratt Date: 11.18.202

Board Approval:

Attachment: BT121421 (18685 : Budget Transfers)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Resolution
AGENDA DATE:	**December 14, 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.

Adopt - Section 8 Rental Assistance Housing and Urban Development (HUD) grant budget.

Amend - State Housing Initiative Partnership (SHIP) grant budget.

BUDGET IMPACT/FUNDING SOURCE:

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

As detailed on budget resolutions attached.

RECOMMENDED ACTION:

Adopt and authorize the Chairman to execute a resolution adopting/ amending Section 8 Rental Assistance Housing and Urban Development (HUD) and State Housing Initiative Partnership (SHIP) 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 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 14th day of December 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: 12-14-21NYres (18684 : 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: December 14, 2021

SUBJECT: Budget Amendment

The attached budget amendment appropriates funding necessary for the following:

1. Adopt Section 8 Rental Assistance Program from the United States Department of Housing and Urban Development (HUD) which provides funds to benefit low-income residents of the County.

2. Amend State Housing Initiative Partnership (SHIP) grant budget recording income and interest funds to be appropriated into the proper accounts to coincide with actual grant expenditures.

Attachment: 12-14-21NYres (18684 : Budget Resolution)

Exhibit A

166Z SCT8HOUSINGCHOICEVOUCHPRO

Amendment #		Account Number	Account Description	Amount
1	Revenues	166Z-331571	HUD ADMIN FEES	$150,875
		166Z-331573	HUD HOUSING ASSTNCE PYMTS	$1,330,820
		166Z-331575	PV HOUSING ASSTNCE PYMTS	$76,616
		166Z-331576	PV ADMINISTRATION	$18,140
		166Z-331577	FRAUD RECOVERY HAP	$1,500
		166Z-331582	FRAUD RECOVERY ADMIN	$1,500
			Total Revenues	$1,579,451
1	Expenditures	166Z-5366Z-51200	REGULAR SALARIES & WAGES	$105,900
		166Z-5366Z-52100	FICA TAXES	$8,200
		166Z-5366Z-52200	RETIREMENT CONTRIBUTIONS	$8,937
		166Z-5366Z-52300	LIFE & HEALTH INSURANCE	$18,154
		166Z-5366Z-52400	WORKERS' COMPENSATION	$3,554
		166Z-5366Z-53100	PROFESSIONAL SERVICES	$4,235
		166Z-5366Z-53443	ADMIN FEE PORTABILITY	$4,000
		166Z-5366Z-54000	TRAVEL & PER DIEM	$3,000
		166Z-5366Z-54100	COMMUNICATIONS SERVICES	$2,135
		166Z-5366Z-54201	POSTAGE	$500
		166Z-5366Z-54603	VEHICLE MAINTENANCE	$1,500
		166Z-5366Z-54615	SOFTWARE MAINT/SUPPORT	$3,900
		166Z-5366Z-54676	COPIER MAINT (GRANTS)	$1,000
		166Z-5366Z-54918	HOUSING ASSISTANCE PYMTS	$1,330,820
		166Z-5366Z-54920	RENTAL ASST - PORTABILITY	$76,616
		166Z-5366Z-55100	OFFICE SUPPLIES	$1,000
		166Z-5366Z-55120	OFFICE/NON-CAP EQUIPMENT	$200
		166Z-5366Z-55201	TOOLS IMP. & SPEC. CLOTH	$200
		166Z-5366Z-55208	FUEL & LUBES	$1,500
		166Z-5366Z-55270	COMPUTER ACCESSORIES	$500
		166Z-5366Z-55275	COMPUTER SOFTWARE	$150
		166Z-5366Z-55400	DUES BKS SUBSCR MEM PUBL	$250
		166Z-5366Z-55500	TRAINING	$3,000
		166Z-5366Z-59924	FRAUD LOSS	$200
			Total Expenditures	$1,579,451

133Y SHIP

Amendment #		Account Number	Account Description	Amount
2	Revenues	133Y-337550	SHIP RECYCLED/PROG	$32,841

Attachment: 12-14-21NYres (18684 : Budget Resolution)

Exhibit A

Amendment #		Account Number	Account Description	Amount
	Revenues		INCOME	
2		133Y-361200	MONEY MKT & LGIP INTEREST	$58
			Total Revenues	$32,899
2	*Expenditures*	133Y-5304Y-53400	OTHER CONTRACTUAL SERV	$31,255
		133Y-5304Y-54000	TRAVEL & PER DIEM	$822
		133Y-5304Y-55500	TRAINING	$822
			Total Expenditures	$32,899

Attachment: 12-14-21NYres (18684 : Budget Resolution)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and Approval
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

The Board has directed staff to advertise a design/Build Multi-Use Path on W. Ft Island Trail.

The Solicitation document has been completed and staff is now seeking the approval of the Board to advertise the project and ask the Board for any comments or changes that each Commisssioner might have to the advertised document.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Board Discussion and approval to advertise the RFP 22-032 Design/Build for the Fort Island Trail Multi-Use Path with County Attorney's Office review and approval.

Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

REQUEST FOR PROPOSAL

RFP 22-032

Design/Build
Fort Island Trail Multi-Use Path

Proposal Due Date: February 17, 2022 @ 2:00 PM

Advertised
December 19, 2021
Citrus County Chronicle

CITRUS COUNTY, FLORIDA
A Political Subdivision of the State of Florida
Department of Management & Budget
3600 W. Sovereign Path, Suite 266
Lecanto, FL 34461

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DEFINITIONS

Addenda: A written, or graphic instrument issued by County prior to the execution of the Agreement which modifies or interprets the Solicitation by additions, deletions, clarifications, corrections, or other type of modifications. Addenda will become part of the Contract Documents when the Agreement is executed.

Agreement: A legal document, executed by County and Successful Respondent, which supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement, as amended from time to time, forms the Contract between County and the Successful Respondent setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.

Contract Documents: Solicitation, including Addenda to such, the Agreement, Terms and Conditions, Special Terms and Conditions, Respondent's Proposal, Scope of Services, Certificate(s) of Insurance, Notice to Proceed, Notice of Award, Drawings and Specifications, Proposal Pricing Form, References, and any other documents mailed or otherwise transmitted to Respondent prior to or after the submittal of their Proposal (including documentation mailed or otherwise transmitted by Respondent prior to or after the Notice of Award), negotiation agreements and documentation, and any Amendments to the Agreement, as may be issued from time to time, which are all to be treated as one in the form of the Contract Documents.

Contractor: In the context of the Solicitation, the Contractor is the Respondent. In the context of the Contract Documents, Contractor means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Agreement with County to perform the Services for the Project described in the Solicitation and Contract Documents. The Contractor will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Solicitation.

County: Citrus County, Florida, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers.

Design/Build: the provision of one single administrative entity (a "design/build firm" as defined herein) responsible for design and construction under one contract where services within the scope of the practice of architecture, landscape architecture, or professional engineering as defined by the laws of the state are performed by a certified architect, certified landscape architect, or certifies professional engineer and where those services within the scope of construction contracting as defined by laws of the state are performed by a certified or registered contractor and/or managed by Citrus County.

Design/Build Agreement: a single Contractor with a design/build firm for the design and construction of a public construction project.

Design/Build firm: a partnership, corporation, or other legal entity which: 1) is certified under F.S. 489.119. to engage in contracting through a certified or registered general contractor, or a certified or registered building contractor as the qualifying agent; and 2) Is certified under F.S. 471.023 to practice or to offer to practice engineering; 3) Certified under F.S.481.219, to practice or to offer to practice architecture; or 4) Certified under F.S.481.319, to practice or to offer to practice landscape architecture.

Governmental Entity: A political subdivision or agency of this state or of any state of the United States, including, but not limited to, state government, county, municipality, school district, nonprofit public university or college, single purpose or multipurpose special district, single-purpose special or multipurpose authority, metropolitan or consolidated government, separate legal entity or administrative entity, or any agency of the Federal Government.

Individual Scorers: County employees selected to score the Proposals and Oral Presentation (if applicable) and recommend to the Board the Successful Respondent(s) for an award.

Minor Irregularity: A variation from the Solicitation terms and conditions which does not affect the price or give Respondent an advantage or benefit not enjoyed by the other Respondents or does not adversely impact the interests of County.

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Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

Notice of Award: A written notice submitted by County notifying the Successful Respondent that they have been awarded the project.

Notice of Intent to Award: A verbal or written notice submitted by County notifying the Successful Respondent that County intends to award the project to them contingent upon the Successful Respondent executing the Agreement and submitting any outstanding documents.

Piggyback: A government authority other than County purchasing commodities from the Successful Respondent(s) under the same terms and conditions that the Successful Respondent(s) has agreed to offer County.

Proposal: Means the response to the Solicitation submitted by Respondent.

Public Opening: Opening of the Proposals and the announcing of Respondents who submitted a Proposal in response to the Solicitation in the presence of the public.

Recommendation of Award: A written notification sent by way of facsimile or electronic e-mail to those who submitted a Proposal in response to this Solicitation advising them of County's decision for its selection of the Successful Respondent(s) and its intent to award to that Respondent.

Respondent: Entity that submits a Proposal to County in response to the Solicitation.

Request for Proposal: Contents of this solicitation and all supporting documents including Addendum to such, or other related information transmitted to potential Respondents.

Responsive: A Proposal that conforms in all material respects to the Solicitation requirements.

Responsible Respondent: An entity that submits a proposal that shows that they have the capability in all respects to perform fully the Services outlined in the Solicitation, and the integrity and reliability that will assure good faith performance.

Services: Scope of Services as noted in this Solicitation.

Sub Consultant/Sub-contractor: An entity having a direct contract with the Contractor or with any other sub-contractor of the Contractor who will provide service(s) for the performance of a part of the Services required under the Contract Documents under the sole control and direction of the Contractor.

Successful Respondent: Most responsive and responsible Respondent with the highest final score to whom County (on the basis of County's evaluation as hereinafter provided) selects to make an award.

Timeline: List of critical dates and actions involved in the Solicitation.

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Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

Solicitation Overview

Citrus County, Florida ("County") invites interested and qualified parties to submit a Proposal to provide the Design/Build of a Multi-Use Path on the W. Fort Island Trail in Crystal River, Florida to include the delivery and furnishing of all necessary materials, labor, equipment, and professional services for the design and construction of a Multi-Use Path. County has reserved a not to exceed $1,000,000.00 Budget for the project.

Scope of Services

- The Project will begin at the Eastern Side of the Ft. Island Trail Beach Parking Lot and continue along W. Ft Island Trail Road.
- Respondent will determine the distance and cost of this project to Design/Build, not to exceed $1,000,000 in cost and be able to meet the County, State, Federal requirements including all permits. This project will be considered a turn-key project.
- Respondent will be required to complete the Proposal Pricing Form: for a paved multi-use path in accordance with Florida Department of Transportation (FDOT) rules and regulations for design standards and meeting all permit requirements.
- The project should be an asphalt paved multi-use path.
- Turnkey Design/Build project to include all cost associated with project but not limited to **all** permits, environmental, design, construction, labor, materials, equipment, tools, machinery, utilities, transportation, necessary survey work, and anything else necessary for the proper execution and completion of the Services.
- Respondent will be responsible for the design and construction documents for this project.

Minimum Requirements for Submitting a Bid

Bidder shall meet the following requirements to be determined a responsive and responsible Bidder at the time of Bid Submittal:

1. All interested Respondents shall be required to comply with Florida Statute 287 055, Design-Build requirements.
2. Respondent must have at least five (5) years of Engineering and Construction Experience in Design/Build projects and be certified, registered and/or licensed as appropriate in their areas of expertise.
3. Respondent shall be registered with the State of Florida to conduct business in the State.
4. Respondents must be prequalified by FDOT for the work contemplated herein, including but not limited to FDOT Work Type Categories:
    a. Drainage,
    b. Grading,
    c. Grassing, Seeding & Sodding,
    d. Guardrail,
    e. Hot Plant-Mixed Bitum. Courses,
    f. Pavement Marking,
    g. Roadway Signing.
5. Respondent is required to be a licensed State Regulated General Contractor (CGC), Building Contractor (CBC) or Residential Contractor License (CRC) for the Design/Build Project. It is the intent of the County to pursue a Contractor as the prime with a Professional Engineer on staff or as a sub-consultant/subcontractor.
6. Respondent must have an individual on site during all phases of work associated with this project who is certified in work zone safety (Maintenance of Traffic (MOT) Intermediate Level) in accordance with the Florida Department of Transportation requirements.

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Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

General Instructions

Respondents are encouraged to carefully review all the materials contained herein and prepare their Proposal accordingly. The detailed requirements set forth below will be used to evaluate the Proposals and failure of Respondent to provide the information requested for a specific requirement may render their Proposal as non-responsive and result in being rejected. Failure of Respondent to comply with all terms of this Solicitation may result in disqualification of Respondent and rejection of Respondent's proposal by County.

Respondents shall carefully study and compare the information and documents presented in this Solicitation, shall examine the site and local conditions as applicable, and shall at once report to the Contact Person any errors, inconsistencies or ambiguities discovered.

County shall not be liable for any costs incurred by a Respondent in preparing or producing its Proposal or for any Service provided before execution of an Agreement.

All terms and conditions outlined in this Solicitation and any associated Addenda, shall become a part of the Agreement entered into between County and the Successful Respondent.

VENDOR SYSTEM-VENDORLINK REGISTRATION

County has partnered with ***VendorLink*****,** a web-based e-Procurement service. Current proposal solicitations and associated addenda, notices of recommended proposal award, and current proposal awards will be posted at www.myvendorlink.com.

Proposal Notifications will be sent electronically via e-mail from www.myvendorlink.com to registered Respondents. It is the sole responsibility of interested parties to monitor VendorLink for solicitation opportunities and updates.

Visit https://www.myvendorlink.com/common/register.aspx to register. VendorLink is an online Respondent registration system that provides a free at no cost to Respondent, secure, user-friendly Internet portal and one-stop service center to register with County. This system also allows you to receive automatic email notifications regarding County's upcoming competitive solicitations as opportunities become available. Registration assistance is available by e-mail support@evendorlink.com.

All Citrus County Vendors/Contractors/Consultants will need to register with VendorLink in order to be able to submit Proposals/Proposals/Qualifications etc., to County.

VendorLink has no affiliation with the County other than as a service that facilitates communication between the County and its Respondent. VendorLink is an independent entity and is not an agent or representative of the County.

Contact Person

All inquiries pertaining to this Solicitation are to be directed to:

Linda Morse
Purchasing & Contracts Manager
Department of Management & Budget
3600 W. Sovereign Path, Suite 266
Lecanto, FL 34461
Phone: 352-527-5457
Fax: 352-527-5424
Email: linda.morse@citrusbocc.com

Georgette Brock
Purchasing & Contracts Specialists
Department of Management & Budget
3600 W. Sovereign Path, Suite 266
Lecanto, FL 34461
Phone: 352-527-5203
Fax: 352-527-5424
Email: georgette.brock@citrusbocc.com

CAUTION: In accordance with Section 287.057 (23) of the Florida Statutes, Respondents to this solicitation, or persons acting on their behalf, may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and legal holidays, any employee or officer of County concerning any aspect of this solicitation, except in writing to the Contact Person noted above. Violation of this provision may be grounds for rejecting a response to this solicitation.

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Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

Questions/Additional Terms and Conditions/Variances/Exceptions

Respondents may submit questions about the meaning or intent of the Request for Proposal to the website link (www.myvendorlink.com) **in written format only and shall submit such on or before the deadline for questions listed in the Event Timeline.** Interpretations or clarifications considered necessary in response to such questions will be issued by a written Addendum. **Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.** Questions submitted shall not constitute formal protest of the specifications or of this Request for Proposal.

A written addendum, if applicable, will be issued online to the VendorLink (www.myvendorlink.com) and/or DemandStar® websites in response to questions received as of the specified deadline in the Event Timeline.

Any and all discrepancies, errors, or ambiguities in the Request for Proposal documents, including those noted in the Agreement shall be in writing to www.myvendorlink.com on or before deadline for questions which is listed in the Event Timeline.

Event Timeline

Respondents should review and become familiar with the Event Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of Respondent to check for any changes. All changes to the Timeline will be made through an addendum to this Request for Proposal.

****All public Meetings are subject to change or can be cancelled. The public opening shall be via a recorded, online, or call-in number as listed below:**

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact 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.

EVENT	DATE	TIME
Issue Request for Proposal	December 19, 2021	
Pre-Proposal NON- MANDATORY Conference	January 13, 2022	10:00 AM
Deadline for Questions	February 4, 2022	4:00 PM
Proposal Due Date and Time	**February 17, 2022**	**2:00 PM**
Public Opening of Proposals	**February 17, 2022**	2:15 PM
Individual Scorer Reviews of Proposal Due **(Subject to Change)**	March 14, 2022	2:00 PM
Public Tally of Scores **(Subject to Change)**	March 15, 2022	10:00 AM
Oral Presentation **(If Applicable and Subject to Change)**	April 5-6 2022	TBD
Board Approval of Award of Contract **(Subject to change)**	May 24, 2022	

Pre-Proposal Conference

A **Non-Mandatory Conference** will be held on **Wednesday, January 13, 2022, at 10:00 AM.** The Conference will be held at the Lecanto Government Building, located at 3600 W. Sovereign Path, Lecanto, Florida 34461.

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Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

Public Opening

Electronic Proposals shall be opened on February 17, 2022, at 2:15 PM. Since qualifications and pricing will be evaluated in determining an award, the only information conveyed at the Public Opening will be the names of Respondents. **Public Opening shall be via a recorded, online "Microsoft Teams" meeting, use link listed below:**

Microsoft Teams meeting

Submission of Proposal

Electronic Proposals are to be submitted **on or before February 17, 2022 at 2:00 PM**. It is the sole responsibility of the Respondent to ensure that their proposal is submitted through VendorLink no later than the time and date specified in the Solicitation or subsequent addenda.

The County only accepts proposal submittals through the online solicitation management portal, Vendorlink, LLC. You may enter information and upload completed forms/documents using the Vendorlink, LLC portal. Respondents must be registered and receive an established account in advance of uploading submissions. When submitting an offer electronically through the solicitation posting portal, please allow sufficient time to complete the online forms and upload documents. The solicitation offer will end at the closing time listed in the Event Timeline included in this Solicitation. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your offer will not be received by the system. It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted up to the due date and time. If technical difficulties arise during submission of the Solicitation response, it is the submitting Respondent's responsibility to contact VendorLink, LLC technical support. For support, click on the "Help" link on the Solicitation Posting portal; or email support@evendorlink.com.

NOTE: In the event, there is a verified technical issue with the Platform (and not user/Respondent issues) that prevents all Respondents from submitting a response within the two (2) hours immediately before the due time, the County may issue an addendum to extend the solicitation due date and time. However, the technical issue must be a result of the Platform provider (VendorLink, LLC) and affect all participating Respondents. The County shall verify the technical issue or unavailability of the Platform with VendorLink, LLC, and the system provider. Technical issues localized to a single Respondent will not be considered cause for an extension. County shall not be responsible for delays caused in any occurrence. Submission Steps:

NAME TWO (2) ELECTRONIC FILES AND UPLOAD TO MYVENDORLINK.COM

1. **FIRST FILE TO INDICATE PROPOSAL NUMBER; RFP 22-032; YOUR COMPANY NAME-RESPONSE AND FORMS. DO NOT INCLUDE PROPOSAL PRICING FORM**

2. **SECOND FILE TO INDICATE PROPOSAL NUMBER; RFP 22-032; YOUR COMPANY NAME - PROPOSAL PRICING FORM.**

    1. Submit Proposals/Bids electronically through www.myvendorlink.com
    2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); checkmark must be placed in the checkbox next to the file type to be uploaded prior to clicking the Add Document(s) button. The Respondent Files table must have at least one document uploaded with the File Type requested, otherwise the Platform will not allow the Respondent to change the status from whatever was submitted.
    3. Enable printing on files submitted.
    4. Clearly identify the Solicitation Number, Name, Submission Date, and Respondents Name on the Response Cover Page on Respondent's letterhead.

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Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

5. Separate and identify each part of the submission (i.e., document type, form type, content type) with a divider/separation page if necessary.
6. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
7. All required documents must be fully filled out and signed by an official who is authorized to legally bind the Respondent on all solicitation specifications
8. Follow all instructions outlined in this Solicitation and provide all requested information

Timeliness of Proposal Submittal

County assumes no responsibility for a Proposal received after the due date and time. **There will be no exceptions to this policy.** It is the responsibility of Respondent to make sure their Proposal is uploaded by the due date and time listed in the Event Timeline to the www.myvendorlink.com website.

Public Tally

Individual Scorers review of the Proposals will publicly be opened, and the total scores will be read aloud on **March 15, 2022, at 10:00am** (subject to Change). **Public Tally shall be via a recorded, online "Microsoft Teams" meeting, use link listed below:**

Microsoft Teams meeting

Proposal Submittal Format

To aid in the evaluation of the Proposal, Respondents shall provide the following information in the format as noted. This information will be used as the foundation for scoring the Proposals. Following Directions is essential.

- Title Page
- Letter of Transmittal
    - Provide a letter of transmittal introducing your firm and briefly state your understanding of the Services to be provided and why you should be awarded a contract. Include an executive summary that discusses the highlights, key features, and distinguishing points of the proposal. The summary should be specifically tailored to the scope of services requested herein and not a marketing flyer for the product.
- Table of Contents for the Following Sections:
    1. **Experience and Qualification of the Firm/Team (25 Points Maximum)**
        - Respondents must list a minimum of three (3) Project, comparable in size and scope as described in this Request for Proposal. At least two of the Respondent references shall be for a Design/Build project performed for a public or governmental agency. At least one of the Respondent references shall be for Design/Build projects performed as the lead Contractor. Confidential Respondents shall not be included. Respondent using joint ventures should include former clients of the venture. Information of each client shall be provided in the following format:
            - Project/Event Title
            - Respondent name, address, and telephone number
            - Contact Person, email address and telephone number
            - Location of project (if different than above)
            - Project term
            - Performance period
            - Approximate fee for services
            - Brief description of project

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Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

- Respondents are to provide three (3) references, for which they have provided services similar to those outlined in this Request for Proposal over the past five (5) years. References should include the client's name, address, contact person, phone number, e-mail address, and a description of Services provided.
- Respondents are to submit qualifications of the firm/team and explain why your firm is especially qualified to perform the required services.
    - Include the qualifications of any critical in-house personnel, sub-consultants or sub-contractors that will be involved to provide the required services.
    - Include any licenses, registrations, or certifications applicable to the proposed work**.**
    - Identify key personnel with their title and/or role. Include an organizational chart for the firm.
- Respondents are to describe experience and qualifications of the team in the following areas but not limited to: Collaborative Design, Public Amenities, Project Management, etc.
- Respondents are to describe your team's qualifications and experience with estimating complex projects. Include the methods/tools utilized in this process.
- Respondents are to describe your team's knowledge and experience related to Local, State and Federal regulations, codes, and ordinances specific to the services required herein.
- Respondents are to advise as to whether their company has in the past filed for bankruptcy, is currently in bankruptcy, or has bankruptcy action pending. Please note that County may require additional detailed financial information from the top ranked Respondent as part of its scoring process.
- Respondents are to provide a list of any past or pending litigation or disputes that they currently have or had with other clients within the last five (5) years. Respondents are to provide information as to the nature of the litigation or dispute.

2. **Understanding of Project Approach to performing the Required Services** (20 Points Maximum)
    - Respondents are to describe the tools, resources, and/or methodologies to be used by your team in providing services under this contract. The description should demonstrate the team's ability to provide a high-quality work product in a timely manner and within the budget allocated.
    - Respondents are to identify the internal policies and/or procedures that will be used to assure a quality product and completion of the assigned tasks on schedule and within budget.
    - Respondents are to describe any special or unique knowledge, equipment, or techniques beneficial to the project that your firm will contribute.
    - Respondents are to indicate which elements of work your firm would perform, and work assigned to other team members or Contractors/subcontractors.
    - Respondents should describe any major issues your team has identified on this project and how you intend to address those issues.
3. **Organizational resources** (15 Points Maximum)
    - As part of the evaluation process, the City has the responsibility of taking into account the size and complexity of the project under construction and be assured that the Design Builder has the organizational and financial resources required to successfully deliver this project.

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Please describe your operational stability, corporate financial resources, bonding capacity and insurance limits.

- Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five years. Identify any claims arising from a contract, which resulted in litigation or arbitration within the last three years. Briefly describe the circumstances and the outcomes.

- Respondents are to include a Letter from their surety company listing their bonding limits. This information will be required of the Successful Respondent at the beginning of each new year during the duration of the Agreement.

4. **Innovation and Creativity** (15 Points Maximum)

- Respondents are to Respondents are to describe innovations on previous projects that demonstrate your ability to design and build creative, unique, and functional installations.
- Respondents are to provide similar information pertaining to the team's visions for **this** project.

5. **Required Forms, Documents, and Information** (10 Points Maximum)

- Respondents Representation and Certification Form
- Certificate(s) of Insurance
- List of Sub-Consultants / Sub-Contractors
- Addenda Acknowledgement Form
- Copies of Licenses and certifications
- Conflict of Interest Form
- Certification Regarding Lobbying, Debarment, Suspension and other Responsibility Matters and Drug-Free Workplace Requirements
- Truth in Negotiations Certification
- Vendor Certification Regarding Scrutinized Companies Lists

Any other information that is relevant in presenting their qualifications will be included in this section, if information is not included in Responses there will be points deducted from scoring.

6. **Proposal Pricing Form** (15 Points Maximum)

Pricing shall be indicated utilizing the Proposal Pricing Form found at the end of this Request for Proposal. Respondents are to also enclose a copy of their current schedule of fees with their proposal. Pricing is to be submitted with the original Proposal.

7. Local Preference (5 points)

Section 2-211, Citrus County Code, provides that preference shall be given to "local business" for certain purchases of commodities and services. "Local business" means a Bidder that has paid its local business tax to the County at least six (6) months prior to the date of Bid; does business in Citrus County by providing goods, services, or construction; 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 Bidder operates or performs business on a day-to-day basis. Post office boxes do not establish such physical address.

a. In bidding for, or letting contracts for procurement of supplies, materials, equipment and services, as described in the purchasing policies of the County, County may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed five percent (5%) of the local businesses total bid price if the cost differential does not exceed $10,000 for procurement activities.

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 County.

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c. In the case of requests for proposals, qualifications, 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 (5%) of the total points of the total evaluation points.

Evaluation Criteria and Selection Process

Points will be assigned to all criteria and totaled to determine Respondent's ranking based on the following:

No.	Evaluation Criteria	Weight of Importance (Score)
1	Experience and Qualification of the Firm/Team	25
2	Understanding of Project Approach to performing the Required Services	20
3	Organizational resources	15
4	Innovation and Creativity	15
5	Required Forms, Documents, and Information	10
6	Proposal Pricing Form	15
	Total Possible Points for Proposal Evaluation (Criteria 1-6)	100
7	Local Preference	5
	Total Possible Points for Proposal Evaluation with Local Preference (Criteria 1-7)	105
	Total Possible Points for Oral Presentations (if applicable)	20

Scoring of the Proposals will be performed by individual scorers and will be based on the scoring criteria noted in above table. Each scoring criteria is assigned a weight based upon the importance of the criteria.

Individual scorers will score each Respondent's written Proposal **(exclusive of price)** and assign a score for each scoring criteria. Score can be zero to the maximum value, as noted in the table.

Scores given by all individual scorers for each scoring criteria will then be averaged to arrive at a single criterion score for each Respondent.

Scores for all scoring criteria **(exclusive of price)** for each Respondent will be totaled. If a Respondent was given a perfect score, that Respondent would receive a total score of 85, as noted in the table above.

After individual scorers have reviewed all proposals and have been scored for each Respondent, a public tally meeting will be advertised, and sealed scores will be read aloud.

After all Proposals have been scored and a score developed for each Respondent **(exclusive of price)**, price will then be scored and added to final score.

Pricing will be evaluated by County's Purchasing Section of the Department of Management & Budget. Respondent with the lowest price will be given a score equal to that assigned to the pricing criteria, as noted in the table above. Scoring of the other Respondents will be based on the ratio of their price in relation to

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the lowest price submitted. That ratio will be multiplied by the score assigned to the pricing criteria. The resultant product will be the score for Respondent with the next lowest total overall price. For example:

Lowest Price ($10.00)
Next Lowest Price ($12.00) X Score for Price (15) = Score for Next Lowest Price (12.50)

Price score for each Respondent will be added to their respective Proposal evaluation score to arrive at an overall total evaluation score.

If elected by the Individual Scorers, three or more of the highest-ranking Respondents will be invited to make an oral presentation to the Individual Scorers. Such a presentation will provide an opportunity for the Respondents to provide additional information concerning their firm and personnel, and to respond to questions that the Individual Scorers may have for clarifying the information provided in the Respondent's Proposal.

Each Respondent who gives an oral presentation will be scored and assigned a score of zero (0) to twenty (20), as noted in the table above. The scores given by all Individual Scorers for each Respondent will then be averaged to arrive at a single oral presentation score. Based on the final oral presentation score, the Respondent with the highest scored oral presentation shall be chosen.

Should there be a tie between any Respondents; Respondent with the highest average score for the evaluation criteria titled *"*Understanding of Project Approach to performing the Required Services*"* shall be ranked higher.

Based on overall total evaluation score, Respondents will then be ranked highest (favorable) to lowest (unfavorable).

During the award process County may require supplemental information in order to fairly evaluate a Respondent's offer. For this purpose, County may request such information, including a best and final offer, from Respondent after the initial submittal. If such information is required, Respondent will be notified in writing and allowed a reasonable period of time to submit information.

County reserves right to reject any or all proposals, to waive any irregularities or informalities in the Proposals received and to change the scoring process described above, if circumstances dictate this or it is otherwise in the best interest of County to do so. In the event a Proposal is rejected or otherwise does not result in a contract award, County shall not be liable for any costs incurred by Respondent in connection with the preparation and submittal of proposal.

It is the intent of County to award a single contract as the result of this Solicitation. However, County reserves the right to apportion the requirements of this Solicitation among multiple Respondents if this is determined to be in County's best interest.

Pricing

Pricing shall be firm until award is made. Fees shall include such amounts for fully loaded labor costs, insurance, MyCOI Registration, overhead, profit and any other in-house costs to provide the Services as noted in this Solicitation. Pricing shall include sales or use taxes, if applicable

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Term of Services

If award is made, an Agreement shall be executed, and the term of the Agreement shall be from the date that the Parties have executed the Agreement until the completion and closeout of the project authorized by and accepted to County's satisfaction.

Commencement

The Respondent shall commence its Services after receipt of a Purchase Order or a Notice to Proceed from County.

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Budget

The anticipated budget for this Project is $1,000,000. County reserves the right to adjust this amount as availability of funding or demand for the Services dictates.

Bid Security (Required if total base bid or lump sum equals $100,000 or more)

Proposal must be accompanied by a Bid Security made payable to Citrus County, Florida, in an amount of five percent (5%) of the Bidder's Bid Price in the form of a certified or cashier's check or a Bid Bond.

If Respondent is submitting a Bid Bond, it must be a signed and sealed by the surety company issuing the Bond, as well as the Bidder. The Bond must be in the form prescribed in Section 255.05, Florida Statutes. The rating of the surety company must be an A.M. Best's Rating of A- or better. The surety company executing the Bond must be authorized to transact business in the State of Florida as a surety. The Attorney in-Fact who signs the bond must file with each bond a certified and effective copy of their Power of Attorney.

Bid Security of Successful Respondent will be retained until an agreement has been executed and the required Payment and Performance Bonds have been provided to County, at which time the Bid Security will be returned. If Successful Respondent fails to execute an agreement and furnish the required Contract Security within the specified time after execution of an agreement, County may annul the award and the Bid Security of Successful Respondent shall be forfeited.

County shall retain the Bid Security of the other Respondents until County enters into an Agreement with Successful Respondent.

Respondent's Representation and Certification Form

Respondents are required to submit with their Proposal an executed Respondent's Representation and Certification Form.

Licenses and Certifications

Respondents must comply with the Florida Statute, 607 entitled "Corporations" to transact business in the State of Florida. Respondents must have the proper licenses and/or certifications in accordance with the State of Florida's regulations governing the provision of the Services outlined in this Request for Qualifications. Furthermore, Respondents must also comply with the policies, codes, and regulations of Citrus County for conducting business in County. By submitting a Response to this Request for Qualifications, Respondents represent and warrant that they and their sub-consultants and sub-contractors have the required licenses and certifications. Respondents shall submit with their Response copies of all licenses and certifications required to perform the Services covered under this Request for Qualifications. If any of the aforementioned documents are not submitted, the Respondent's Response may be rejected.

Certificate(s) of Insurance

Respondents are to submit a copy of their certificate(s) of insurance evidencing policies and limits of insurance that they currently have in force.

If awarded and once ALL paperwork is completed and received by County, an email will be sent to Respondent 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 Respondent'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. Respondent 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 Respondent's agent(s). This is a yearly requirement for the duration of the Agreement.

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Payment and Performance Bonds

If total Base Bid or lump sum should equal $100,000 or more, Successful Respondent will be required to procure Payment and Performance Bonds, each in the amount of one hundred percent (100%) of their Bid plus Alternate Pricing, for the faithful performance of Contract. After Notice of Award and execution of an Agreement, **Successful Respondent shall have ten (10) calendar days to provide Performance and Payment Bonds to County.**

Successful Respondent will be responsible for recording Payment and Performance Bonds in the public records of Citrus County. Once recorded, Successful Respondent shall deliver a certified copy of the Bonds and a receipt from the Clerk of Court, confirming that the Bonds have been recorded, to County.

Bonds must be in the form prescribed in Section 255.05, Florida Statutes, with the surety's bond number to be listed on the front page of the bond. Rating of the surety company must be A.M. Best's Rating of A-, VI or better. Surety Company executing the Bonds must be authorized to transact business in the State of Florida as a surety. Attorney in-Fact who signs the bonds must file with each bond a certified and effective date copy of their Power of Attorney. Bonds must show the name, address and phone number of Contractor, the Surety Company and County. Bond must indicate the Bid Number, a general description of the project, and the address where the work will take place.

Liquidated Damages (Construction)

If the Services covered under this Request for Proposal for construction are not completed within the time allowed as stipulated herein, plus any extensions thereof, County could incur additional expenses. Since these expenses are difficult to prove in a legal or arbitration proceeding to establish the actual loss suffered by County, instead of requiring any such proof, Respondent agrees that as liquidated damages for any delays (but not as a penalty) it shall pay County the amount, which shall be **One Thousand six hundred and sixty-five Dollars ($1,665.00)** that expires after the time specified herein for completion. Sundays and legal holidays shall be excluded in determining days in default. Respondent shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and Respondent has promptly given written notice of such delay to County: (1) to any preference, priority or allocation order duly issued by County, or (2) to unforeseeable causes beyond the control and without the fault or negligence of Respondent, including but not restricted to, acts of God, or of the public enemy, acts of County, acts of another Respondent in the performance of a contract for County, fires, floods, strikes, freight embargoes and abnormal and unforeseeable weather; and (3) to any delays of Sub-Contractor occasioned by any of the causes specified in (1) and (2) of this Section.

Retainage (Construction)

Pursuant to Section 255.078, Florida Statutes, County may withhold an amount from each payment made to Respondent as retainage. Provided there are no outstanding disputes between County and Respondent, no outstanding surety claims, and no outstanding claims or demands by County or Respondent, County shall make payment of such retainage to Respondent in accordance with Sections 255.077 and 255.078, Florida Statutes. If County makes payment of retainage to Respondent which is attributable to any sub-contracted services or equipment and materials provided by suppliers, Respondent shall remit payment to those sub-contractors and suppliers from the retainage.

ADDITIONAL INFORMATION

Signing of the Agreement

When County gives a Notice of Intent to Award to the Successful Respondent, it will be accompanied by an unsigned Agreement **Within ten (10) calendar days thereafter, Successful Respondent shall execute and deliver to County the Agreement, along with a certificate of insurance that shows policies, limits and other conditions in compliance with that outlined in the Solicitation.** Upon award and execution of the Agreement by County, one executed copy of Agreement shall be delivered to Successful Respondent.

Responsiveness of the Proposal and Disqualification

A responsive Proposal is one that complies with and conforms to the requirements of this Solicitation. A Proposal requiring changes to any portion of this Solicitation may be considered non-responsive. A

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Proposal that fails to comply with the Scope of Services and other criteria outlined in this Solicitation may be deemed non-responsive.

A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: failure to strictly comply with and satisfactorily address the Prerequisite Criteria; failure to submit the information needed to evaluate the Proposal based on the Evaluation Criteria; failure to provide the required forms or other documentation; incomplete, indefinite or ambiguous language; and improper and/or undated signatures.

Other conditions, which shall cause rejection of the Proposal, include, but are not limited to, evidence of collusion among Respondents, obvious lack of experience or expertise to perform the Services, failure to perform or meet financial obligations for previous contracts, falsification of any form required by County, or lack of having valid and appropriate local, state or federal permits, certifications and/or licenses necessary to perform the Services.

County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Respondent and their proposed sub-contractors. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Proposals from all Respondents deemed eligible for Award. Failure to provide requested information may result in rejection of the Proposal.

List of Respondents

A list of Respondents will be posted on the Vendorlink and Demand Star®. The list of Respondents can also be obtained by contacting the Contact Person. County will not provide a list of Respondents by telephone.

Examination of Proposal Documents

It is the responsibility of each Respondent before submitting a Proposal, to (1) examine the Solicitation Documents thoroughly, (2) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (3) study and carefully correlate Respondent's observations with the Solicitation Documents, and (4) notify the Contact Person of all conflicts, errors or discrepancies in the Solicitation Documents prior to submitting a formal Proposal.

Before submitting a Proposal, it shall be Respondent's responsibility to submit to County a request for any additional information and data which pertains to the Project covered under this Solicitation which Respondent deems necessary to develop their Proposal for performing the Services in accordance with the terms and conditions noted herein.

The submission of a Proposal in response to this Solicitation shall be considered as a representation that Respondent; (1) has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Services covered by this Solicitation, (2) is fully informed concerning conditions to be encountered, the character, quality and quantity of the Services to be performed and the work product to be furnished, and (3) is familiar with what is required to perform the Services covered by this Solicitation. The contents of Respondent's Proposal shall become a contractual obligation if Respondent is awarded the Contract. Failure to accept these obligations in a contractual agreement shall result in cancellation of the Award.

Addenda

Any Addenda issued in relation to this Solicitation will be transmitted by way of posting such on Vendorlink or the Demand Star® e-procurement sourcing websites, which can be accessed at the following address:

https://www.myvendorlink.com/common/searchsolicitations.aspx

http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=10180

It is Respondent's responsibility to be aware of any addenda that might have a bearing on their Proposal before the Proposal is due. Respondents shall acknowledge receipt of any and all addenda in the Proposal Form. In the event a Respondent fails to acknowledge receipt of such addenda, their Proposal

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will be construed as though they have received such addenda, and the submission of a Proposal will constitute acknowledgement of the receipt of same. All addenda will become a part of the Proposal Documents and Respondent will be bound by such, whether or not received by Respondent.

Modification / Withdraw of Proposal

Respondents have the right to modify or withdraw their Proposal without cause or without liability whatsoever at any time prior to the stipulated submittal date and time. Such requests must be made to County in writing.

Modified or withdrawn Proposals may be resubmitted, in accordance with the instructions in this Solicitation prior to the stipulated submittal date and time. If applicable, any changes in pricing shall be so worded as not to reveal the pricing that was noted in the original Proposal.

Sub-contractors

It is County's intention to select a Respondent who has in-house capabilities to perform all of the Services outlined in this Solicitation. However, it is understood that there may be some portions of the Services for which the selected Respondent may have to out-source to sub-contractors. No more than 25% of the Services can be performed by sub-contractors.

Respondents, who propose to utilize sub-contractors for various aspects of the Services, shall submit with their Proposal a list of those proposed sub-contractors, along with a description of the Services that they will be performing. No changes to the list of sub-contractors can be made after the deadline for submitting the Proposal without prior written approval by County. All pertinent data, including complete name as registered with the State of Florida, Federal Employer Identification Number, address and phone number, and such other information as deemed relevant by County for evaluating, qualifications and experience of the proposed sub-contractors shall be submitted with your Proposal. If requested by County, Respondent shall provide an experience statement with pertinent information regarding similar Services and other evidence of qualification for each proposed sub-contractor.

All sub-contractors proposed by Respondent for the performance of the Services covered under this Solicitation are subject to County approval. County reserves the right to reject any proposed sub-contractors listed by Respondent and bears no responsibility or liability to Respondent or its proposed sub-contractors for any commitments made between them regarding the performance of the Services covered under this Solicitation.

If, after due investigation, and prior to giving Notice of Award to Successful Respondent, County has reasonable objection to any proposed sub-contractor, County may request the Successful Respondent to submit an acceptable substitute without an increase in Price. If Successful Respondent declines to make any such substitution, County may make Award to the next lowest, most responsive and responsible Respondent that will agree to use sub-contractors or suppliers acceptable to County.

All proposed sub-contractors should be properly certified, registered or licensed by the appropriate governmental authority (as applicable) for the Services to be performed, prior to the submittal of a Proposal. Proposed sub-contractors shall have successfully completed Services comparable to that which is noted within the Solicitation and be qualified both technically and financially to perform the Services for which they are listed.

Less Than Two Proposals Received

If less than two Proposals are received, County may negotiate the best terms and conditions with that Respondent or reject the Proposal and re-solicit the Service.

Next Most Qualified Respondent

In the event of default by the Awarded Respondent, County reserves the right to utilize the next most qualified Respondent as the new Awarded Respondent. In the event of this occurrence, the next most qualified Respondent, if it wishes to accept the award, shall be required to provide the prices as contained in its Proposal for the commodity and/or service noted in this Solicitation.

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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.

Local Preference / Contractors

Section 2-211, Citrus County Code, provides that preference shall be given to "local business" for certain purchases of commodities and services. "Local business" means a Bidder that has paid its local business tax to the County at least six (6) months prior to the date of Bid; does business in Citrus County by providing goods, services, or construction; 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 Bidder operates or performs business on a day-to-day basis. Post office boxes do not establish such physical address.

a. In bidding for, or letting contracts for procurement of supplies, materials, equipment and services, as described in the purchasing policies of the County, County may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed five percent (5%) of the local businesses total bid price if the cost differential does not exceed $10,000 for procurement activities.

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 County.

c. In the case of requests for proposals, qualifications, 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 (5%) of the total points of the total evaluation points.

Rights of County

County reserves the right to debar or suspend, for no longer than three (3) years, a Respondent from any solicitation process should it be discovered that (1) Respondent was in violation of any of the issues listed in the section titled "Respondent's Representation And Certification" of this Solicitation, or (2) Respondent has shown a recent record of failure to perform or of unsatisfactory performance under any existing or past contracts with County; provided such failure was not caused by acts beyond the control of Respondent, or (3) County became aware of anything concerning Respondent that was found to be so serious and compelling as to affect responsibility of Respondent, including debarment or suspension by another governmental entity. County will not exercise this right until after written notice has been given to Respondent and reasonable opportunity has been given for Respondent to be heard. The decision of debarment or suspension shall be final and conclusive, unless fraudulent, or Respondent commences an action in court, or Respondent administratively appeals the decision.

Proposal Scoring and Award

County reserves the right to (1) cancel this Solicitation, (2) reject any or all Proposals, (3) waive any or all irregularities in the Proposals, (4) modify the Scope of the Services, or (5) disregard all nonconforming, non-responsive, unbalanced or conditional Proposals, as long as such does not give Respondent an advantage or benefit not enjoyed by the other Respondents or does not adversely impact the interests of County. County reserves the right to re-advertise the Solicitation, when it is in the best interest of County. County also reserves the right to reject the Proposal of any Respondent if County believes that it would not be in its best interest to make an award to that Respondent, whether because the Proposal is non-responsive, or Respondent is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by County.

In scoring Proposals, County shall consider (1) the qualifications of Respondents, (2) whether or not the Proposals comply with the prescribed requirements, (3) such alternates, unit prices and other data, as may be requested in the Solicitation, (4) the qualifications and experience of Respondent's proposed sub-

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contractors, (5) any additional terms and conditions, exceptions or variances stipulated by Respondent, and (6) operating costs, maintenance requirements, performance data, warranties and guarantees.

County may conduct investigations, seek clarifications, or request any information as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Respondent and their proposed sub- Contractors. Failure to provide requested information may result in rejection of the Proposal.

County shall issue a written Notice of Intent to Award, if any, to the Successful Respondent, however, no contract shall be formed between the Successful Respondent and County until approved at a Citrus County Board of County Commissioner's Meeting.

Acceptance of Proposal Content

The submission of a Proposal shall be considered as a representation that Respondent has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Services covered by this Solicitation; and that Respondent is fully informed concerning conditions to be encountered, the character, quality, and quantity of the Services to be performed and the materials to be furnished. In addition, Respondent is familiar with what is required to perform the Services covered by this Solicitation.

The contents of the Successful Respondent's Proposal shall become a contractual obligation.

Conflict of Interest

Respondents shall disclose in their Proposal the name of any officer, director, employee, or other agent who is also an employee of County. Respondents shall also disclose the name of any County employee who owns, directly or indirectly, an interest of five percent (5%) or more in Respondent's company or its affiliates.

Any Respondent or their proposed sub-contractor who is currently involved in a contract with County or who believes that it may have a potential or actual conflict of interest regarding this solicitation shall be required to submit such information with their Proposal, which shall include sufficient details regarding the actual or potential Conflict of Interest to allow County to evaluate the submittal, including but not limited to existing Services being performed under a current contract(s) and the Services to be performed under a Contract awarded pursuant to this Solicitation. Failure to do so may result in an adverse determination by County. County also reserves the right to request additional information regarding such conflict of interest.

County will determine whether Respondent or their proposed sub-contractor has a conflict of interest which will interfere with Respondent's ability to perform the Services outlined in this Solicitation and notify Respondent of the determination.

Respondent, its employees and proposed sub-contractors are prohibited from entering into any contract with County or any other governmental entity during the term of any Contract covered under this Solicitation that would create a conflict of interest or the appearance of a conflict of interest with the Services noted in the Solicitation.

Disadvantage Business Enterprises (DBE)

County is required to use FDOT's DBE program on contracts with FHWA funds. The FDOT, DBE aspirational goal is 10.65% and is race neutral, meaning that FDOT believes the aspirational goal may be obtained through ordinary procurement methods. Despite the absence of a contract specific DBE goal on this contract, County encourages Respondents to seek out and use DBEs and other small businesses. For assistance in identifying certified DBEs, FDOT offers the use of its supportive services program accessed via FDOT Equal Opportunity Office at http://www.fdot.gov/equalopportunity/serviceproviders.shtm.

Minority Business Enterprise (MBE)

Per Florida Statute 288.703, "Minority Business Enterprise" means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51-percent-owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender makeup or national origin, which has been subjected historically to

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disparate treatment due to identification in and with that group resulting in an under representation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A Minority Business Enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a non-minority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds $1 million. For purposes of this subsection, the term "related immediate family group" means one or more children under 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.

MINORITY LISTING AGENCIES IN FLORIDA

State of Florida
Office of Supplier Diversity
Florida Department of Management Services
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399-0950
Telephone: (850) 487-0915
Fax: (850) 414-6122
Web: https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

Documentation Becomes Property of County

All documentation submitted in response to this Solicitation shall become the exclusive property of County. Documentation may not be removed by Respondent or its agents and will not be returned to Respondent.

Review of Successful Respondent's Facilities and Proposal

After the Solicitation due date and prior to award of an Agreement, County reserves the right to perform or have performed an on-site review of Respondent's facilities and qualifications, as well as documentation provided. This review will serve to verify data and representations submitted by Respondent and may be used to determine whether Respondent has an adequate, qualified, and experienced staff that can provide the necessary facilities and perform the Services outlined in the Solicitation. The review may also serve to verify whether Respondent has adequate financial capability to meet County's requirements. Should County determine that (1) the Proposal or subsequent documentation submitted by Respondent has material misrepresentations, or (2) the size or nature of Respondent's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory performance, or (3) ascertains any other basis for concern as to Respondent's ability to perform the Services, County has the right to reject their Proposal.

Financial Strength

Prior to award of a contract, County reserves the right to request financial information from the Successful Respondent to assist County in further review of that Respondent's capabilities. Financial information provided shall be for the current and previous years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.

Clarifications

Before contract award, County reserves the right to seek clarifications for proper evaluation of the Proposal from all Respondents deemed eligible for contract award. Failure to provide requested information may result in rejection of the Proposal.

Drug-Free Workplace

County has a "zero tolerance" policy concerning the use of drugs and alcohol in the workplace. The Successful Respondent will be required to comply with such policy and ensure that its employees and the employees of its sub-contractors follow and comply with such policy.

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Negotiations and Contract Award

County reserves the right to finalize the negotiations at any point and reserves the right to award a contract based on what is deemed to be in the best interest of County.

Cooperative Purchasing

County encourages and agrees to the successful Respondent extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful Respondent. If applicable, pursuant to Contractor's own governing laws, and subject to agreement of Contractor, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Contractor, and County shall not be a party to any transaction between Contractor and any other government entity. Another government entity may attach additional contractual and 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.

Public Records Act

Respondents should make themselves familiar with Chapter 119, Florida Statutes, concerning availability of public records. Section 119.071, Florida Statutes, was amended to provide that sealed Proposals, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Respondents will not be able to procure a copy of their competitor's Proposals until an intended decision is reached, or 30 days has elapsed since the time of the Proposal opening. In accordance, Proposal Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 3600 W. Sovereign Path, Suite 283, Lecanto, Florida. To request copies, visit our public records request portal:

https://www.citrusbocc.com/departments/commissioners/public_records_request.php

Florida law generously defines what constitutes a public record and under Chapter 119, Florida Statutes, all Proposals are to be made available by County for viewing by the general public. If a Respondent believes that their Proposal contains information that should not be a public record, Respondent shall clearly segregate and mark that information as **"Confidential"** and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. Any documents given to the Successful Respondent as part of performing the Services covered under this Solicitation shall not be sold or distributed to third parties without the written consent of County.

The Successful Respondent will be required to retain a copy of these documents for a minimum of three (3) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Respondent in conjunction with the Services, unless exempt from Section 24(a) of Article I, Florida Constitution and Section 119.07(1), Florida Statutes, shall be made available for public access. Should the Successful Respondent refuse to allow such access, County has the unilateral right to cancel the Award.

Respondents should consult an attorney as to their duties under the records and information laws (Section 257.36, Florida Statutes) and public records laws (Chapter 119, Florida Statutes) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.

Protest Procedures

Solicitation Protest Procedures. Any Proposal award recommendation may be challenged on the grounds of material irregularities in the procurement procedure or in the scoring of the Proposal. Any person who submits a Proposal, but is not recommended for award of the contract, may protest such decision in strict compliance with this section. Failure to follow the Solicitation Protest Procedures within the time frames prescribed herein shall constitute a waiver of such protest and any resulting claims.

1. Notice of Intent to File a Protest. Any person who wishes to file a protest hereunder must file a Notice of Intent to File a Protest ("Notice"), in writing, with Department of Management and Budget ("DMB") within 72 hours of posting of a recommendation of award. Such Notice is considered filed when it is received by DMB. A copy of the Notice must also be provided to the apparent best

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Respondent. The Notice shall include the name and address of the protester, county RFP number and title, grounds upon which it is based, and must clearly indicate it is a Notice of Intent to File a Protest.

2. Formal Protest. Within five (5) business days after the filing of the written Notice of Intent to File a Protest, a formal protest must be filed with DMB. The formal protest is considered filed when it is received by DMB. A copy of the formal protest must also be provided to the apparent best Respondent. The formal protest shall include the following:

    a. County RFP number and title.
    b. Name and address of the protester.
    c. Concise statement of the facts alleged and of the rules, regulations, ordinances, statutory or constitutional provision, or other legal authorities entitling the protester to the relief requested.
    d. Specifically request the relief to which the protester deems themselves entitled.
    e. Any other relevant information that the protester deems to be material to the protest.

3. Protest Bond. Each formal protest must be accompanied by a protest bond in the form of a certified check, cashier's check, or money order made payable to Citrus County, Florida, in an amount not less than five percent (5%) of the protester's Proposal submitted to County. If the protester prevails, the bond shall be returned to the protester. However, if after completion of the Solicitation Protest Procedures County denies the protest, the bond shall be forfeited to County.

4. Stay of Procurement. Once a formal protest is timely filed, DMB shall stay the award of the contract unless County Administrator determines that delaying the award of the contract will adversely impact substantial interests of County.

5. Review of Protest by DMB. Within ten (10) business days of the filing of the formal protest, the DMB Director shall issue a written determination, including the rationale for reaching such a determination. The written determination shall also inform the protester of his/her right to appeal the DMB Director's decision to County Administrator.

6. Appeal of DMB Determination. The protester may appeal DMB Director's determination, in writing, to County Administrator no later than five (5) business days after receipt of the DMB Director's determination.

7. Final Determination of County Administrator. Within seven (7) business days of the filing of the appeal, County Administrator, upon consulting with County Attorney, shall issue a final determination. The decision of County Administrator will be final.

Solicitations or Awards in Violation of Law

If, prior to contract award, it is determined that this Solicitation or proposed contract award is in violation of law, then this Solicitation or contract award shall be cancelled, or revised to comply with the law.

If, after an award of a contract, it is determined that this Solicitation or contract award is in violation of law, then the awarded contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of County, or the contract may be terminated.

Lobbying

Respondents shall not lobby any County or State Agency on any aspect of this Solicitation during the procurement process (i.e., from the time this Solicitation is advertised to execution of a contract) associated with the awarded contract.

Joint Ventures

Two or more firms may submit a Proposal under a joint venture arrangement. Joint ventures shall be considered as a single entity in the evaluation of a Proposal. That is, the traits of individual firms shall be blended in arriving at an overall Proposal evaluation score and oral interview score for the joint venture.

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A firm, that submits a Proposal under a joint venture arrangement may satisfy the technical certification requirements outlined in this Solicitation as the prime Respondent through one or more of the firms comprising the Joint Venture. The Joint Venture shall at a minimum comply with the following additional requirements:

1) The Joint Venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to submittal of a Proposal.

2) Each individual Firm comprising the Joint Venture shall, in its own name, be qualified in their respective areas of expertise prior to submittal of a Proposal.

Full compliance with the requirements set forth above is required, as well as properly documented compliance with any other certification and additional requirements set forth in the Solicitation.

E-Verification System

Respondent shall comply with the Executive Order No. 12989 as amended, and Executive Order No. 11-116. Respondent agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://everify.uscis.gov/emp, to verify the employment eligibility of (1) all persons employed by Respondent during the contract term to perform any duties within Florida; and (2) all persons, including subcontractors, assigned by Respondent to perform work pursuant to this Contract. Respondents meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

Immigration and Nationality Act

Respondent shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award contracts to any Respondent 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.

Indemnification

Respondent shall indemnify and hold harmless County and Engineer, their officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of contractor and persons employed or utilized by Respondent, including any subcontractors, in the performance of the construction contract. Neither Respondent nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Respondent under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

MINIMUM INSURANCE REQUIREMENTS

REGARDLESS OF WHETHER RESPONDENT HAS THE POLICIES AND LIMITS AS STIPULATED BELOW, RESPONDENT IS TO SUBMIT A COPY OF THEIR CERTIFICATE(S) OF INSURANCE EVIDENCING POLICIES AND LIMITS OF INSURANCE THAT THEY CURRENTLY HAVE IN FORCE.

Respondent 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 Respondent, his agents, representatives, employees, or sub-contractors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Respondent 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 Respondent under this contract.

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A. COMMERCIAL GENERAL LIABILITY

1) Respondent must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

B. AUTOMOBILE LIABILITY

1) Respondent 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 Respondent does not own vehicles, Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

C. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

1) Respondent must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.

2) For any officer of a Respondent that has exempt status as an individual, County requires proof of workers' compensation insurance coverage for that Respondent/employer/owner's employees. If Respondent/employer/owner or individual has applied for a workers' compensation exemption, County does not recognize this exemption to extend to the employees of Respondent/employer/owner.

3) The purpose of this section is to ensure that all Respondents, 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 sub-contractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

D. PROFESSIONAL LIBILITY and/or ERRORS AND OMISSIONS LIABILITY

1) Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

E. OTHER INSURANCE PROVISIONS

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

2) Project's RFP number should be noted on the certificate.

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.

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 County, its officials, employees or volunteers.

5) Respondent'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,

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employees, or volunteers shall be excess of Respondent's insurance and shall be non-contributory.

6) **For all policies of insurance**: Respondent, 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.

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

8) It is Respondent's responsibility to ensure that all Sub-contractors comply with these insurance requirements. Respondents shall include all Sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each Sub-contractor. All coverages for Sub-contractors shall be subject to all of the requirements stated herein.

9) All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

10) All Certificates must show that Respondent's policies have been endorsed per the requirements.

11) Once ALL paperwork is completed and received by County, an email will be sent to Respondent 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 Respondent'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. Respondent 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 Respondent's agent(s). This is a yearly requirement for the duration of the Agreement.

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RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

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RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

(Page 1)

NAME OF RESPONDENT: _____

In submitting a Proposal, Respondent understands, represents, and certifies the following (if the Respondent cannot so certify to any of following, the Respondent shall submit with its Proposal a written explanation of why it cannot do so). If County finds, before or after Award of the Proposal that Respondent was not truthful concerning any of the following, County shall have the right to terminate the Award without liability and, at its discretion, to seek damages from Respondent, if damages result to County from such act, in any way what so ever.

Compliance with Laws: Respondent shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

Initial _____

Conflict of Interest: Respondent 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, Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent 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 Respondent any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Respondent, and its sub-consultants 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 Respondent or its sub-consultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Respondent, and its sub-consultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the sub-consultant, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

Initial _____

Convictions: Respondent has fully informed Owner of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

Initial _____

Debarment: Respondent certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

Initial _____

Drug Free Workplace: Respondent certifies that it has a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988. (41 U.S.C. 702-706)

Initial _____

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RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

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Discriminatory Vendor: Respondent 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 Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal 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-consultant, or consultant under a contract with any public entity, and may not transact business with public entity.

Initial _____

Equal Employment Opportunity: Respondent shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Respondent shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-consultants as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Respondent. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Respondent. Sub-contracts entered into by Respondent shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Respondent shall insert in its sub-contracts a clause requiring sub-consultants to include these provisions in any lower tier sub-contracts that may in turn be made. Respondent shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-consultants is NOT allowed.

Initial _____

E-Verification System: Respondent shall comply with the Executive Order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of one (1) all persons employed by the Respondent during the contract term to perform any duties within Florida; and two (2) all persons, including sub-consultants, assigned by the Respondent to perform work pursuant to this Contract. Respondents meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

E-Verification No. Initial _____

Immigration and Nationality Act: Respondent 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 Respondent who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Consultant knowingly employs unauthorized aliens.

Initial _____

Lobbying: Respondent shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

Initial _____

Non-Collusion: Respondent 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 Respondent intends to do the work with its own bona fide employees or sub-consultants and has not provided a Proposal for the benefit of another Consultant. Furthermore, Respondent 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 Proposal on any public contract.

Initial _____

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RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

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Prohibited Interests: Respondent, and its sub-consultants at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the project covered under this Request for Qualification, or of any property included or planned to be included in the project, in which any member, officer, of employee of the Respondent or its sub-consultants, during its tenure, or for two years thereafter, has any interest, direct or indirect.

Initial _____

Public Entity Crime: Pursuant to 287.133, Florida Statute, A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a 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 Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-consultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Initial _____

Scrutinized Companies: Not Applicable on Federal Aid Contracts; Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Initial _____

Respondent certifies that they comply (or will comply) with the above statements concerning: Lobbying, Non-Segregated Facilities, Public Entity Crime, Conflict of Interest, Compliance With Laws, Discriminatory Vendor, Debarment, Non-Collusion, Prohibited Interests, Convictions, Drug Free Workplace, Equal Employment Opportunity.

If Respondent cannot attest to any of the above, they must submit an explanation as to why on their letterhead, signed by the individual signing this Form, and attach such to this Form.

Respondent's Name: _____

Federal Employer Identification No.: _____

DUNS Number: _____

Respondent's Address: _____

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____ **CORPORATE SEAL**

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LIST OF SUB-CONSULTANTS/SUB-CONTRACTORS

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LIST OF SUB-CONSULTANTS/SUB-CONTRACTORS

In the Space below, Respondent shall list sub-consultants they intend to utilize for the performance of major aspects of the Services covered under this Request for Qualifications. Respondents shall indicate the sub-consultants's name and address and what part of the Services the sub-conconsultant will be performing. Also, provide a brief description of their qualifications for performing the proposed work.

NAME, ADDRESS AND WORK TO BE PERFORMED	QUALIFICATIONS

Bidder's Name: _____

Federal Employer Identification No.:_____

DUNS Number:_____

Bidder's Address: _____

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date:_____

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AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2022.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

DO NOT EXECUTE

_____, (Contractor).

2.0 Designated Contact Person as to County:

Walt Eastmond, Project Manager
Citrus County Engineering Division
3600W. Sovereign Path, Ste 241
Lecanto, Florida 34461
Phone: 352-527-5446
Fax: 352-527-5482
Email: walt.eastmond@citrusbocc.com

3.0 Designated Contact Person as to Contractor:

DO NOT EXECUTE

Phone:
Fax:
Email:

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 construction documents (4) provisions of the Purchase Order issued to Contractor, and (5) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:

1. Exhibit A – Contractors Scope of Services and Fee schedule

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be from the date that the Parties have executed the Agreement until the completion and closeout of the project authorized by and accepted to County's satisfaction. The date that 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.

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8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms into Contractor's documents forwarded by Contractor for payment. County's acceptance of the Services or the processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of any terms and conditions.

9.0 Services Provided by Contractor: Contractor shall provide professional consulting services for services in accordance with the Scope of Services attached hereto as Exhibit "A". Contractor will perform all Services to the satisfaction of the Designated Contact Person who has authority to answer questions, provide County furnished information, and resolve difficulties that may arise during Contractor's performance of the Services.

9.1 Additional Services: Services that may be required after completion of the Agreement, within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Agreement through an Amendment to the Agreement.

9.2 Changes in the Services: County may at any time, as the need arises, order changes within the Scope of Services without invalidating the Agreement. If such changes result in an increase or decrease in Contractor's fees, or in the time required for Contractor to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Agreement.

9.3 Correction of Work: Contractor shall promptly correct any Services rejected by County for failure to comply with the Agreement without additional expense to County. If Contractor does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may terminate the Agreement.

9.4 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. 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. If County determines that (1) Contractor does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Contractor's performance is untimely, County may terminate the Agreement. All final plans, documents, reports, studies and other data prepared by Contractor shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs, and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Contractor agrees to provide project schedule progress reports in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Contractor and of the details thereof. Either party to the Agreement may request and be granted a conference.

9.6 Supervision by Contractor: Contractor shall supervise and direct the performance of Contractor's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

10.0 Compensation to Contractor: Compensation to be paid to Contractor for the provision of the Services shall be per the fee schedule shown in Exhibit "B", attached to this Agreement. If County identifies, or Contractor recommends, any additional Services to be performed by Contractor, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees

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shall be mutually negotiated between County and Contractor and made a part of this Agreement by a written Amendment.

10.1 Changes in Contract Price: Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Contractor and County are not able to reach an agreement as to the amount of compensation to be paid to Contractor for supplemental work desired by County, Contractor will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Contractor will have the right to file a claim with County for such additional amounts as Contractor deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Contractor from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Contractor, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold, amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Contractor hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by County, whichever is later."

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 properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within twenty (20) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes “Local Government Prompt Payment Act”, or reject the payment request, within twenty (20) business days after the date on which the corrected and proper payment request is recorded as received by County.

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11.4 Resolution of Payment Request Disputes: 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 Progress Payments: Contractor may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Contractor which is attributable to any services provided by any of Contractors suppliers, sub-consultants or sub-contractors, Contractor shall remit payment for such from the progress payments to those sub-consultants or sub-contractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Contractor of the sole responsibility for the care and protection of those Services which have been completed, even if Contractor remains in possession and control of such Services, or as a waiver of the right of County to require Contractor to fulfill all of the terms of the Agreement. If Contractor's fee is a "lump sum amount", Contractor shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to 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 or 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-Contractors, the sub-Consultant 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.

11.8 Records of Costs: Records of costs incurred under terms of this Agreement will be maintained and made available upon request to County at all times during the term of this Agreement and for three (3) years after the expiration or termination of the Agreement. Copies of these documents and records will be furnished to County upon request. Records of costs incurred will include Contractor's general accounting records and the project records, together with supporting documents and records, of Contractor, their sub-consultants and sub-contractors, performing work on the project, and all other records of Contractor, their -s and sub-contractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Contractor under this Agreement an amount sufficient to satisfy any amount due and owing to County by Contractor on any other Agreement between Contractor and County. County may withhold payment on any invoice in the event that Contractor is in default under any provision of this Agreement or any other Agreement between Contractor and County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, County will have the right to retain an amount equal to the damages suffered as a result of the default.

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11.10 Final Payment Once the Project has been completed and Contractor has fulfilled all of the requirements under the Agreement and provided there are no existing or pending claims or demands by County against Contractor, Contractor may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Contractor.

11.11 Retainage: Pursuant to Section 255.078, Florida Statutes, County may withhold an amount from each payment made to Contractor as retainage. Provided there are no outstanding disputes between County and Contractor, no outstanding surety claims, and no outstanding claims or demands by County or Contractor, County shall make payment of such retainage to Contractor in accordance with Sections 255.077 and 255.078, Florida Statutes. If County makes payment of retainage to Contractor which is attributable to any sub-contracted services or equipment and materials provided by suppliers, Contractor shall remit payment to those sub-contractors and suppliers from the retainage.

11.12 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 Liquidated Damages: If the Services covered under this Agreement are not completed within the time allowed as stipulated herein, plus any extensions thereof, County could incur additional expenses. Since these expenses are difficult to prove in a legal or arbitration proceeding to establish the actual loss suffered by County, instead of requiring any such proof, Contractor agrees that as liquidated damages for any delays (but not as a penalty) it shall pay County the amount, which shall be **One Thousand six Hundred and sixty-five Dollars ($1,665.00)** for each day that expires after the time specified herein for completion. Sundays and legal holidays shall be excluded in determining days in default. Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and Contractor has promptly given written notice of such delay to County: (1) to any preference, priority or allocation order duly issued by County, or (2) to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to, acts of God, or of the public enemy, acts of County, acts of another contractor in the performance of a contract for County, fires, floods, strikes, freight embargoes and abnormal and unforeseeable weather; and (3) to any delays of Sub-Contractor occasioned by any of the causes specified in (1) and (2) of this Section.

13.0 Warranties:

13.1 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 condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its agreement obligations.

13.2 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.

13.3 Warranty of Standard Care: In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's sub-

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Consultant's or sub-contractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement

13.4 Warranty of Title: Title to any work product that results from Contractor's performance of its Services under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of 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.

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

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

15.0 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.

15.1 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-consultants. 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.

15.2 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.

15.3 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.

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15.4 Workers Compensation and Employer's Liability:

15.4.1 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.

15.4.2 For any officer of a Contractor that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Contractor/employer/owner's employees. If Contractor/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Contractor/employer/owner.

15.4.3 The purpose of this section is to ensure that all Contractors, sub-consultants, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of Contractors, sub-consultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

15.5 Professional Liability and/or Errors and Omissions Liability: Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

15.6 Other Insurance Provisions:

15.6.1 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.

15.6.2 The project's proposal number should be noted on the certificate.

15.6.3 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.

15.6.4 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.

15.6.5 Citrus County, Florida, its officials, employees, and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

15.6.6 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.

15.6.7 For all policies of insurance except Professional Liability: Contractor, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

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15.6.8 The Certificate Holder should read as follows: Citrus County, Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

15.6.9 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-Contractor. All coverages for sub-Contractors shall be subject to all of the requirements stated herein.

15.6.10 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.

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

15.6.12 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 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.

16.0 Indemnification: Contractor shall indemnify and hold harmless County and Engineer, their officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of contractor and persons employed or utilized by Contractor, including any subcontractors, in the performance of the construction contract. Neither Contractor nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Contractor under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

17.0 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.

18.0 Termination of Agreement:

17.1 Termination by County for Cause: In the event Contractor fails to honor any term of the Agreement, or abide by any statutory, regulatory, or licensing requirements, County may terminate the Agreement for cause by first notifying Contractor in writing, specifying the nature of the default. Contractor shall have ten (10) business days to cure such default. If after the ten-day notice, Contractor has not cured the default, termination shall become final. Except for defaults of its sub-contractors at any tier, Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises from events completely beyond the control, and without the fault or negligence of

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Contractor. If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of County. In the event of termination for cause, County will be responsible for compensating Contractor only for the completed or partially completed Services up to the date of suspension, less any expenses incurred by County as a result of the default. Termination of the service shall not entitle Contractor to any loss of anticipated profit under this provision. The rights and remedies of County in this clause are in addition to any other rights and remedies provided by law or under the Agreement.

18.2 Termination for Convenience: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. Upon receiving a notice of termination, Contractor shall immediately comply with the notice, stopping all work in-progress and not perform any further Services. In the event of termination, County will be responsible for compensating Contractor only for the completed or partially completed Services up to the date of termination. Termination of the provision of the service shall not entitle Contractor to any loss of anticipated profit under this provision.

19.0 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.

20.0 Payment and Performance Bonds: **(Required if total base bid or lump sum equals $100,000 or more)**

20.1 Contractor shall be required to provide County with Payment and Performance Bonds, each in the amount of one hundred (100%) percent of Contractor's total Contract Price, as evidence of faithful performance of this Agreement. Upon execution of this Agreement, Contractor shall have ten (10) business days to provide the Payment and Performance Bonds to County, at which time Contractor's Bid Security shall be returned to Contractor. If the Payment and Performance Bonds are not delivered to County within the stipulated time frame, Contractor shall be considered in default of this Agreement, and County shall have the right to cancel the Agreement and utilize the proceeds from Contractor's Bid Security to pay for expenses incurred by County as a result of such default.

20.2 Contractor is responsible for recording the Payment and Performance Bonds in the official records of Citrus County. Contractor shall deliver a certified copy of the Bonds as recorded by the Clerk of Court.

20.3 The Bonds shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the surety company shall be rated A.M. Best's Rating of A-, VI or better. The surety company executing the Bonds must be authorized to transact business in the State of Florida. Attorney-in-Fact who signs the Bonds must file with each Bond a certified and effective date copy of their Power of Attorney. The Bonds must show the name, address and phone number of Contractor, Surety Company and County. Furthermore, the Bonds must indicate the Bid Number, a general description of the project, and the address of the Project Site.

20.4 Should there be an increase in Contractor's total Price by more than ten percent (10%), Contractor shall be required to amend the value of the Payment and Performance Bonds accordingly. Contractor is responsible for recording the amended Bonds in the public records of Citrus County. Contractor shall deliver a certified copy of the amended Bonds, as recorded by the Clerk of Court.

21.0 Additional Terms and Conditions:

21.1 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.

21.2 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

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of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

21.3 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-consultants or sub-contractors who are involved in the provision of the Services under this Agreement.

21.4 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.

21.5 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 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."

21.6 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.

21.7 County, Federal and State Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

21.8 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

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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.

21.9 Direct Purchase: County may purchase materials, equipment and supplies directly from the Contractor's supplier instead of through Contract, forgoing the payment of sales and use taxes.

21.10 Discriminatory Vendor: Provider 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 Provider, supplier, sub-Contractor, or Contractor under a contract with any public entity, and may not transact business with public entity.

21.11 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.

21.12 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.

21.13 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.

21.14 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).

21.15 Employees, Sub-consultants, sub-contractors, and Agents: All Contractor employees, sub-consultants, sub-contractors, or 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 licenses, certifications, or other proof of qualification. All employees, sub-consultants, sub-contractors, or 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-consultant, sub-contractor, or agent of Contractor. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, sub-contractor, or agent of Contractor 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 County facility for cause any of Contractor's employees, sub-consultants, sub-contractors, or agents. County shall have the right to review and approve any sub-consultants or sub-contractors that are utilized by Contractor in the performance of their Services. Contractor shall be fully responsible to County for the acts and omissions of its sub-consultants and sub-contractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that its sub-consultants and sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

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21.16 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.

21.17 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 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-Contractors 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.

21.18 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including sub-Contractors, assigned by Contractor to perform work pursuant to this Agreement. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

21.19 Force Majeure Event: Contractor shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

21.20 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.

21.21 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, 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.

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21.22 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.

21.23 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. If County determines that Contractor does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, 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.

21.24 Inspector General: Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes.

21.25 Lawful Claims and Demands: Should any outstanding claims by sub-Contractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Contractor or its sureties from any obligations under the Agreement.

21.26 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.

21.27 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

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services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

21.28 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 bonafide employees or sub-Contractors and has not provided a response for the benefit of another Contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

21.29 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.

21.30 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.

21.31 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its sub-consultants and sub-contractors, during the provision of their Services. Contractor 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. Contractor shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Contractor 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.

21.32 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, sub-contractor, or Contractor 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.

21.33 Relationship: Contractor is an independent Contractor to County in performing its Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

21.34 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Contractor.

21.35 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.

21.36 Scrutinized Companies: Contractor certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to

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Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Contractor further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Contractor.

21.37 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, sub-consultants, sub-contractors, officers, or employees in the course of the provision of the Services without 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 steps as to its personnel, agents, sub-consultants and sub-contractors. The warranties of this paragraph shall survive the Agreement.

21.38 Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

21.39 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

21.40 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 holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

21.41 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

21.42 Workforce Labor: County believes that the hiring of employees by Contractors to whom County awards contracts should, to the maximum extent possible, 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 service contracts. 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.

22.0 Sub-Contracts: The Contractor agrees to include in all subcontracts, that the subcontractor is bound by the terms of this Agreement, and the subcontractor is bound by all applicable County, state and federal laws and regulations.

23.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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

CONTRACTOR

DO NOT EXECUTE

_____
Signature of Witness (1)

_____
Printed Name of Witness (1)

_____
Signature of Witness (2)

_____
Printed Name of Witness (2)

BY: _____
_____

STATE OF _____
COUNTY OF_____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ as _____ who is ☐ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this _____ day of _____, 2022.

Official use only

_____
NOTARY PUBLIC Signature
Printed Name: _____
Commission No.: _____
Expiration Date**:** _____

SEAL

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

ATTEST:

_____
ANGELA VICK, CLERK

BY: _____
CHAIRMAN

DATE: _____

SAMPLE ONLY
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PROPOSAL PRICING FORM

RESPONDENT'S NAME: _____

NOTE: Use BLACK ink or a typewriter for completing this Proposal Form.

_____Our Proposal complies with all specifications.
INITIAL

_____
_____
_____

(In accordance with Section 287.055(3)(a)1, Florida Statute, Electronic Proposal are to be submitted **on or before February 17, 2022 at 2:00 pm**. It is the sole responsibility of the Respondent to ensure that their Proposal is submitted through VendorLink no later than the time and date specified in the Solicitation or subsequent addenda.

The County will now receive Proposal submittals through the online solicitation management portal, www.myvendorlink.com. You may enter information and upload completed forms/documents using the www.myvendorlink.com portal. Respondents must have registered and received an established account with VendorLink in advance of uploading submissions.

NAME TWO (2) ELECTRONIC FILES AND UPLOAD TO MYVENDORLINK.COM:

1. ***FIRST FILE TO INDICATE PROPOSAL NUMBER; RFP 22-032- YOUR COMPANY NAME-RESPONSE AND FORMS.***
    a. ***DO NOT INCLUDE PROPOSAL PRICING FORM IN THIS DOCUMENT.***
2. ***SECOND FILE TO INDICATE PROPOSAL NUMBER; RFP 22-032 YOUR COMPANY NAME PROPOSAL PRICING FORM.***

BID SECURITY (Required if total base bid or lump sum equals $100,000 or more)

The Respondent has furnished with their submittal a Bid Security in the amount of 5% of their Bid amount, as specified in the Request for Proposal in the form of a Bid Bond, certified check or cashier's check, made out to Citrus County, Florida, in the amount of 5% of the Bidder's Bid.

CERTIFICATES OF INSURANCE

If an award is made, the Successful Respondent agrees to obtain the minimum types and limits of insurance as specified in the Solicitation and will provide County certificates of insurance evidencing such. Furthermore, should Respondent be required to procure additional insurance to meet County's minimum insurance requirements, Respondent has factored the cost for such additional insurance into their Proposal Price.

If awarded and once ALL paperwork is completed and received by the County, an email will be sent to Respondent asking Respondent to register online with myCOI. It is critical that Respondent provide the County with an accurate email address. The cost to register is $19.95 per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Respondent's insurance agent(s). This information must be available at the time of registration. Once Respondent has registered and entered the email address for its insurance agent(s), an email will be sent to the insurance agent(s) requesting them to upload Respondent's Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed, or faxed to County. Respondent will not be allowed to begin work and no payments will be made until registration is completed and a compliant COI is received from Respondent's insurance agent(s). This is a yearly requirement for the duration of the Agreement.

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PROPOSAL PRICING FORM

CONTRACT EXECUTION

Respondent agrees that if their Proposal is accepted for award the contents of their Proposal shall become a contractual obligation and that they will furnish all supervision, labor, materials, equipment, supplies, machinery, tools, apparatus, insurance, MyCOI Registration, bonds, and anything else required to provide the service as specified in the Proposal Documents.

LIQUIDATED DAMAGES

If the Services covered under this Request for Proposal for construction are not completed within the time allowed as stipulated herein, plus any extensions thereof, County could incur additional expenses. Since these expenses are difficult to prove in a legal or arbitration proceeding to establish the actual loss suffered by County, instead of requiring any such proof, Contractor agrees that as liquidated damages for any delays (but not as a penalty) it shall pay County the amount, which shall be **One Thousand six hundred and sixty-five Dollars ($1,665.00)** that expires after the time specified herein for completion. Sundays and legal holidays shall be excluded in determining days in default. Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and Contractor has promptly given written notice of such delay to County: (1) to any preference, priority or allocation order duly issued by County, or (2) to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to, acts of God, or of the public enemy, acts of County, acts of another contractor in the performance of a contract for County, fires, floods, strikes, freight embargoes and abnormal and unforeseeable weather; and (3) to any delays of Sub-Contractor occasioned by any of the causes specified in (1) and (2) of this Section.

PERFORMANCE AND PAYMENT BONDS (Required if awarded and total base bid or lump sum equals $100,000 or more)

The Respondent agrees that if their Bid is accepted, they will, within 10 calendar days after notice of award, deliver to the Owner the Performance Bond and Payment Bonds in the amount of 100% of their Bid Amount.

RESPONDENT'S DECLARATION AND UNDERSTANDING

Respondent declares (1) that the only persons or parties interested in this Proposal are those named herein, (2) that their Proposal is, in all respects, fair and without fraud, (3) that their Proposal is made without collusion with any official of the County, and (d) that their Proposal is made without any connection of collusion with any person submitting another Proposal for this Solicitation.

Respondent understands and agrees that if an award is made, County may elect to award all schedules separately or in any combination that is in the best interest of County.

Respondent further declares (1) that they have carefully examined the Proposal Documents for the Services covered under this Solicitation, (2) that they have personally inspected the site where the Services will be performed, if applicable and (3) that their Proposal is made according to the provisions and the terms and conditions noted in the Solicitation, which are hereby made a part of their Proposal.

RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

Respondent acknowledges that they understand and have executed the Respondent's Representation and Certification Form and have included such with their Proposal.

PROPOSAL SCHEDULE

All blanks on the Proposal Pricing Form must be completed. If anything is not applicable, Respondent shall indicate such with "N/A". If there is no charge for any specific item noted on the Proposal Pricing Form, Respondents shall indicate such by entering "no charge".

Proposal pricing shall include all materials, equipment, labor, and insurance costs (including MyCOI registration) associated with the Services required in this solicitation.

DRAFT

Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

PROPOSAL PRICING FORM

Pricing is to be submitted with the original Proposal documents ONLY. DO NOT include pricing with the copies of Respondent's Proposal.

Required Forms, Documents, and Information

- Respondents Representation and Certification Form
- Certificate(s) of Insurance
- List of Sub-Consultants / Sub-Contractors
- Addenda Acknowledgement Form
- Copies of Licenses and certifications
- Conflict of Interest Form
- Certification Regarding Lobbying, Debarment, Suspension and other Responsibility Matters and Drug-Free Workplace Requirements
- Truth in Negotiations Certification
- Vendor Certification Regarding Scrutinized Companies Lists

Calculation of Option "A" Total Turnkey project amount will be used in determining the evaluation of the Pricing of the 15 points criteria.

FEE PROPOSAL

Multi-Use Asphaltic Paved Path

Option A	Cost
Design	
Construction	
Total Turnkey Project amount 12 ft Multi-Use Path	
Distance of the construction for Multi-Use Path	

Total of Option A:

$_____

(Numerical)

$_____

(Written Words)

_____

(Written Words)

DRAFT

Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

PROPOSAL PRICING FORM

SIGNATURE

By affixing their signature to the Proposal Pricing Form, Respondent hereby states that they have read all specifications, terms and conditions outlined in the Solicitation and agree to such.

Furthermore, Respondent hereby agrees to provide the Services described in the Solicitation prices as noted above, which includes all supervision, labor, materials, equipment, supplies, machinery, tools, apparatus, insurance, MyCOI Registration, bonds, transportation, overhead, profit, applicable taxes and costs of all kinds necessary to complete the Services.

Respondent's Name: _____

Federal Employer Identification No.: _____

Respondent's Address: _____
Street, City State Zip

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____ **CORPORATE SEAL**

DRAFT

Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

DRAFT

Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

CITRUS COUNTY, FLORIDA

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

(Compliance with 2 CFR Parts 180 and 1200)

(1) By signing and submitting this proposal, the prospective primary Contractor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local agency;

(b) Have not within a three-year period preceding this proposal 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 or 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;

(c) 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 in paragraph (l)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) The prospective primary Contractor further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all sub-contracts and in all solicitations for sub-contractors exceeding the $25,000 threshold.

_____	_____
Name	Title
_____	_____
Signature	Name of Company

Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

DRAFT

Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

Florida Statutes:
287.135

PROCUREMENT

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: _____

Date: _____

Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

ADDENDA ACKNOWLEDGEMENT FORM

DRAFT

Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

ADDENDA ACKNOWLEDGEMENT FORM

By signing below, Respondent acknowledges that…

- Respondent has received all addenda associated with this Request For Qualifications:

____ ADDENDUM # 1	____ ADDENDUM # 2	____ ADDENDUM # 3	____ ADDENDUM # 4
____ ADDENDUM # 5	____ ADDENDUM # 6	____ ADDENDUM # 7	____ ADDENDUM # 8
____ ADDENDUM # 9	____ ADDENDUM # 10	____ ADDENDUM # 11	____ ADDENDUM # 12

Respondent's Name: _____

Federal Employer Identification No.:_____

DUNS Number: _____

Respondent's Address: _____

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____ **CORPORATE SEAL**

Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

CONFLICT OF INTEREST FORM

DRAFT

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

CITRUS COUNTY, FLORIDA

Conflict of Interest Form

I am the _____of _____.
(Insert Title) (Insert Company Name)

A. The CONSULTANT/CONTRACTOR hereby submits a proposal/offer to the Citrus County Board of County Commissioners, Citrus County, Florida in response to the Invitation to Bid.
B. The CONSULTANT/CONTRACTOR has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
C. The CONSULTANT/CONTRACTOR states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated CONSULTANT/CONTRACTOR has no financial interest in other entities submitting a proposal for the work contemplated hereby.
D. Neither the CONSULTANT/CONTRACTOR nor the above named CONSULTANT/CONTRACTOR has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
E. Neither the CONSULTANT/CONTRACTOR nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
F. Neither the CONSULTANT/CONTRACTOR nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
G. I hereby also certify that no member of the CONSULTANT/CONTRACTOR's ownership or management or staff has a vested interest in any of County's Division/Department/Office.
H. I certify that no member of the CONSULTANT/CONTRACTOR's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Citrus County Board of County Commissioner's government.
I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Conflict of Interest Statement**, is truthful and correct at the time of submission.

_____
Name

_____
Signature

Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

TRUTH IN NEGOTIATION CERTIFICATION

DRAFT

Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the County requires the Consultant/Contractor to execute this certificate and include it with the submittal of the Proposal, or as prescribed in the contract advertisement.

The Consultant/Contractor hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant/Contractor further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the County whichever is later.

_____
Name of Consultant

By: _____ _____
Date

Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

DRUG-FREE WORKPLACE CERTIFICATION

DRAFT

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

CITRUS COUNTY, FLORIDA

Drug-Free Workplace Certification

(In Compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706) or (Section 287.087 Florida Statute)

The drug-free certification form below must be signed and returned with the Invitation to Bid submittal.

Whenever two or more Bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied Bidders have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **this Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

_____	_____
Name	Title
_____	_____
Signature	Name of Company

Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

NON-COLLUSION/LOBBYING CERTIFICATION

DRAFT

Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS

CITRUS COUNTY, FLORIDA

Non-Collusion/Lobbying Certification

(Compliance with 49CFR, Section 20.100 (b))

This statement is required to submit with the Invitation to Bid/Request for Proposal/Request for Qualifications

A. **NON-COLLUSION PROVISION CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid/Proposal/Qualification certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid/Proposal/Qualification. Failure to submit the executed statement as part of the submittal documents will make the bid/Proposal/Qaulifications nonresponsive and not eligible for award consideration.

B. **LOBBYING CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No County appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the County, Federal Agency, or Member of Congress in connection with the awarding of any County or Federal Contract.

2. If any funds other than County appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of Citrus County Board of County Commissioners, Federal, State or an officer or employee in connection with this contract, the undersigned shall complete and submit Standard Form-LLL “Disclosure of Lobbying Activities”, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all consultants and subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any persons who fail to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each failure. In addition, the Consultant/Contractor understands and agrees that the provision of 31 U.S.C. 3801 et seq. and provisions of 11.062, Florida Statutes, apply to this certification and disclosure.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **the Non-Collusion/Lobbying Certification**, is truthful and correct at the time of submission.

_____	_____
Name	Title
_____	_____
Signature	Name of Company

Attachment: RFP 22-032 DRAFT Complete Solicitation (18703 : RFP 22-032 Design/Build of the Fort Island Trail Multi-Use Path Discussion and

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Section 8 Housing Choice Voucher Program Certification
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

The U.S Department of Housing and Urban Development (HUD) Section 8 Housing Choice Voucher Program increases affordable housing choices for very low-income households by allowing families to choose privately owned rental housing. HUD requires Public Housing Authorities (PHA's) receiving a funding increment in excess of $100,000 in budget authority to submit the HUD-50071 "Certification of Payments to Influence Federal Transactions" to the Financial Management Center as part of the annual Renewal of Housing Choice Voucher Program Increments process. The certification is a statement assuring that the Section 8 Housing Choice Voucher program funding will not be used to influence officers or employees of a Federal agency, a Member of Congress, or related staff in connection with the awarding of any Federal contract, grant, or any other related agreements unless disclosed on the HUD SF-LLL "Disclosure Form to Report Lobbying."

BUDGET IMPACT/FUNDING SOURCE:

NO BUDGETARY IMPACT

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the HUD 50071 "Certification of Payments to Influence Federal Transactions" as required by HUD.

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Applicant Name

Citrus County, Florida

Program/Activity Receiving Federal Grant Funding

Housing Choice Voucher Program

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of th certification be included in the award documents for all subawar at all tiers (including subcontracts, subgrants, and contrac under grants, loans, and cooperative agreements) and that a subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon whi reliance was placed when this transaction was made or enter into. Submission of this certification is a prerequisite for maki or entering into this transaction imposed by Section 1352, Tit 31, U.S. Code. Any person who fails to file the requir certification shall be subject to a civil penalty of not less tha $10,000 and not more than $100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurat

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
	Chairman

Signature	Date (mm/dd/yyyy)
	12/14/2021

Attachment: HUD Form 50071 Citrus County (18650 : Section 8 Housing Choice Voucher Program Certification)

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	HUD VASH Voucher 2022 Payment Standard Increase
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

The U.S Department of Housing and Urban Development (HUD) Veterans Affairs Supportive Housing (VASH) Voucher Program authorizes housing assistance to aid lower-income HUD VASH families in renting safe and decent housing. Housing assistance payments are limited by Fair Market Rents (FMRs) established by HUD for different geographic areas.

In the VASH program, the FMR is the basis for determining the ‘‘payment standard amount’’ used to calculate the maximum monthly subsidy for an assisted family (see 24 CFR 982.503). In general, the FMR for an area is the amount that would be needed to pay the gross rent (shelter rent plus utilities) of privately owned, decent, and safe rental housing of a modest (non-luxury) nature with suitable amenities.

In addition, all rents subsidized under the VASH program must meet reasonable rent standards. HUD’s regulations at 24 CFR 888.113 permit it to establish 50th percentile FMRs for certain areas. To assist HUD-VASH participants in finding affordable housing, HUD is waiving 24 CFR 982.503 to allow a PHA to establish a HUD-VASH exception payment standard up to, but no higher than 120 percent of the published FMRs.

To reduce the burden on our lower-income HUD VASH families, we are requesting a 20% increase in the Fair Market Rent considered by HUD for Veterans Affairs Supportive Housing Vouchers (payment standard) which will establish a more realistic FMR in both Citrus and Sumter Counties and a rental rate that is considered “reasonable” under HUD standards.

BUDGET IMPACT/FUNDING SOURCE:

NO BUDGETARY IMPACT

RECOMMENDED ACTION:

Approve and Authorize the increase of the Veterans Affairs Supportive Housing Voucher Program Payment Standard by 20%.

Board of County Commissioners

Department of Community Services
Housing Services Division
2804 W. Marc Knighton Court #12
Lecanto, FL 34461
(352) 527-7520 Fax (352) 527-7521

Citrus County Housing Services
HUD VASH 2022 Exception Payment Standards

Fair Market Rents (FMR) and Exception Payment Standards
HUD/Veterans Affairs Supportive Housing Voucher Program

Section 8 of the USHA (42 U.S.C. 1437f) authorizes housing assistance to aid lower-income families in renting safe and decent housing. Housing assistance payments are limited by FMRs established by HUD for different geographic areas. In the HCV program, the FMR is the basis for determining the ''payment standard amount'' used to calculate the maximum monthly subsidy for an assisted family (see 24 CFR 982.503). In general, the FMR for an area is the amount that would be needed to pay the gross rent (shelter rent plus utilities) of privately owned, decent, and safe rental housing of a modest (non-luxury) nature with suitable amenities. In addition, all rents subsidized under the HCV program must meet reasonable rent standards. HUD's regulations at 24 CFR 888.113 permit it to establish 50th percentile FMRs for certain areas. To assist HUD-VASH participants in finding affordable housing, HUD is waiving 24 CFR 982.503 to allow a PHA to establish a HUD-VASH exception payment standard up to, but no higher than 120 percent of the published FMRs.

It has come to our attention that the payment standard for Citrus and Sumter County is too low, causing families to pay more than they can afford. After processing recent rent increases from income-based apartment communities, some families were paying more than 40% of their income toward rent, whereas they should be paying no more than 30% of their income toward rent.

To reduce the burden on our lower-income HUD VASH families, we are requesting a 20% increase in the Fair Market Rent considered by HUD for Veterans Affairs Supportive Housing Vouchers (payment standard) which will establish a more realistic FMR in both Citrus and Sumter Counties and a rental rate that is considered "reasonable" under HUD standards.

Citrus County, FL FY 2022	Zero Bedroom	One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom
With 20% Increase Fair Market Rent	$834	$860	$1,131	$1,579	$1,936

Sumter County, FL FY 2022	Zero Bedroom	One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom
With 20% Increase Fair Market Rent	$901	$907	$1,194	$1,612	$1,618

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.

Attachment: PUBLIC NOTICE FMR HUD VASH 2022 (FOR AGENDA) (18666 : HUD VASH Voucher 2022 Payment Standard Increase)

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	MFAAA / Elder Options OAA Resolution (2022 Extension)
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

On January 9th, 2018, Agenda item # 8029, The Board of County Commissioners adopted the application for funding from the Mid-Florida Area Agency on Aging dba Elder Options for the Older Americans Act Title IIIB, C1, C2, IIIE and USDA Programs.

The original terms of the application and contract were January 1st, 2019 to December 31st, 2021, but they have been extended by 1 year due to COVID to now end on December 31st, 2022.

Allocations for year 4 are estimated to be the same as the current year.

BUDGET IMPACT/FUNDING SOURCE:

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

This grant requires a 10% match. Cash match of $45,500 is already budgeted in FY 22, and the remainder to be made up through in-kind.

RECOMMENDED ACTION:

Adopt and authorize the chairman to execute a resolution pertaining to the extended application and contract terms from the Mid Florida Area Agency on Aging dba Elder Options for the Older Americans Act Title IIIB, C1, C2, IIIE, and USDA Programs.

Resolution _____

Resolution Authorizing the Extension of the 2019 – 2021 Application and Contract for Funding of Aging Programs with the Mid-Florida Area Agency on Aging, Inc. DBA Elder Options, and Authorizing the Signatories for Such Instruments.

WHEREAS, On January 9, 2018, the Citrus County Board of County Commissioners, adopted Resolution 2018-003 authorizing Citrus County staff to apply to the Mid-Florida Area Agency on Aging, Inc. DBA Elder Options for financial assistance, and to enter into a contract to provide services under the Older American's Act IIIB-C1-C2-IIIE Programs for January 1, 2019 through December 31, 2021.

WHEREAS, Mid-Florida Area Agency on Aging, Inc. DBA Elder Options has extended the term of the contract from January 1, 2022 to December 31, 2022, and requires the Citrus County Board of County Commissioners' approval of the extended term, and

WHEREAS, Citrus County employs, or will employ, a sufficient number of staff who are qualified by education and experience to fully and faithfully execute all the duties and responsibilities assumed by Citrus County in relation to the program for financial assistance, and now, therefore,

BE IT RESOLVED that:

1. The Citrus County Board of County Commissioners hereby acknowledges and approves the extension of the 2019-2021 Application and Contract for financial assistance to provide services under the Older American's Act IIIB-C1-C2-IIIE Programs to December 31, 2022.

2. The Chairman and 1st Vice Chairman, respectively, of the Citrus County Board of County Commissioners, shall be authorized to sign updates to the application and related prime contract and amendments and annual renewal documents, as required to obtain funding from The Mid-Florida Area Agency on Aging, Inc. DBA Elder Options, after review by the County Attorney's office.

THIS RESOLUTION was duly adopted and recorded in the minutes this 14th day of December, 2021.

Attested:

BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

_____
Clerk

_____
Ronald E. Kitchen, Jr., Chairman

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____
Denise A. Dymond Lyn, County Attorney

IIIB / C1 / C2 / IIIE 2019-2022

Attachment: OAA 2022 Resolution (18686 : MFAAA / Elder Options OAA Resolution (2022 Extension))

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Wetland Credit Purchase Agreement for Crystal River Airport
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

At the 11/17/2020 BOCC meeting, the Board of County Commissioners approved the purchase of wetland credits for the Crystal River Airport Runway Rehabilitation and Obstacle Clearing Projects. As part of finalizing the SWFWMD stormwater permit, the Florida Department of Environmental Protection has since determined that additional wetland credits are required for the impacts to the wetland adjacent to the runway. The attached Wetland Credit Purchase Agreement is for 0.12 additional credits at a cost of $22,800.00. The funding for these credits is included in the FAA grant that the BOCC executed on August 24, 2021. The FAA has provided 100% funding for these two Projects.

BUDGET IMPACT/FUNDING SOURCE:

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

The wetland mitigation credits ($22,800.00) will be paid by American Infrastructure Development, Inc., as part of their scope of work for this project, which was approved by the BOCC on September 28, 2021.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the agreement with EIP Credit Co., LLC, for wetland mitigation credits in the amount of $22,800.

DocuSign Envelope ID: 802A4835-9FD9-400C-8922-BDE57181F6C8

Old Florida and Upper Coastal
Wetland Mitigation Banks

5550 Newbury Street, Suite B
Baltimore, MD 21209
P:443.921.9441
F:410.235.1503

Attachment: Citrus Co. AP Wetland Credits Purch Agmt 11-11-2021 (18645 : Wetland Credit Purchase Agreement for Crystal River Airport)

WETLAND CREDIT PURCHASE AGREEMENT

THIS WETLAND CREDIT PURCHASE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, (the "Effective Date") by and between **EIP CREDIT CO., LLC**, a Delaware limited liability company, having an address of 5550 Newbury Street Suite B, Baltimore MD 21209 ("Seller"), and **CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA** having an address of 110 N. Apopka Avenue, Inverness, FL 34450 ("Buyer").

RECITALS:

WHEREAS, Seller is the sponsor of the Old Florida Mitigation Bank, located in Pasco County, Florida, within the Upper Coastal subbasin of Florida (HUC 03100207) and permitted by SWFWMD under Chapters 40D-1 and 40D-4, F.A.C. and as provided in SWFWMD Permit No. 49041425.001 ("SWFWMD Bank Permit"), and permitted by the Corps pursuant to the Mitigation Banking Instrument (Permit No. SAJ-2013-01810) authorized under Section 404 of the Clean Water Act ("MBI"); and

WHEREAS, Buyer seeks to fulfill the requirements of permit number 0.14 from SWFWMD under a Florida Environmental Resource Permit ("ERP") ("State Permit") and permit number 823555 from the Florida Department of Environmental Protection ("FDEP") under Section 404 of the Clean Water Act ("CWA Permit") (collectively, "Permits") so as to allow the discharge of clean non-toxic fill material into a wetland in HUC 03100207 in Pasco County, FL for the Crystal River Airport Runway Extension 9-27 Rehabilitation project ("Project"); and

WHEREAS, Buyer previously purchased 0.03 state herbaceous wetland mitigation credits dated November 17, 2020 not withdrawn from original purchase; and

WHEREAS, as a condition of the Permits, the Buyer is required to compensate for wetland impacts, and elects to do so through the purchase of Wetland Credits (defined below) from Seller under the provisions of this Agreement; and

WHEREAS, the Permits require the Buyer to purchase a total of **0.12 additional state herbaceous Wetland Credits** (as defined below) due to the proposed impacts to wetlands resulting from the development of the Project; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed as follows:

1) RECITALS. The recitals are hereby incorporated herein by this reference and made a part of this Agreement.

2) DEFINITIONS. The following terms shall have the following meanings in this Agreement:

   a) WETLAND CREDITS. "Wetland Credits" shall mean mitigation credits sold from the Wetland Banks as determined by SWFWMD ("State Credits") and/or the Corps ("Federal Credits"). Wetland Credits were determined using the Uniform Mitigation Assessment Method ("UMAM").

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b) WETLAND BANK. "Wetland Bank" shall mean the banks sponsored by Seller with Wetland Credits for sale to the open market in connection with ERP/Clean Water Act Section 404 Dredge and Fill permitted projects, as provided for by the SWFWMD Bank Permit and the MBI.

3) COMPENSATION. Subject to the terms and conditions of this Agreement, Buyer shall purchase from Seller and Seller shall sell to Buyer 0.12 Wetland Credits.

a) PURCHASE PRICE. In exchange for the Wetland Credits being purchased hereunder, Buyer shall, subject to the terms and conditions of this Agreement, pay to the Seller a unit price of One Hundred Ninety Thousand Dollars ($190,000) per State credit for a sum total of **Twenty Two Thousand Eight Hundred Dollars ($22,800.00)** (the "Purchase Price").

b) DEPOSIT. In order to secure a Reservation Period (as defined below), Buyer shall pay Seller a deposit of fifteen percent (15%) of the Purchase Price, which is **Three Thousand Four Hundred Twenty Dollars ($3,420.00)** ("Deposit"). If Buyer wishes to extend the Reservation Period as provided for below, Buyer may pay Seller another deposit of Three Thousand Four Hundred Twenty Dollars ($3,420.00) ("Second Deposit"). The Deposit and the Second Deposit are non-refundable and are applicable to the Purchase Price.

c) PAYMENT TIMING. **On or before ten (10) days from the Effective Date of this Agreement, Buyer shall pay Seller the Deposit or the Purchase Price.** The balance of the Purchase Price less the Deposit and the Second Deposit (the "Balance of Purchase Price") is due from Buyer to Seller upon the end of the Reservation Period.

d) PAYMENT METHOD. All payments hereunder shall be made to Ecosystem Investment Partners, LLC. Buyer shall pay the Deposit, Second Deposit, Purchase Price, and Balance of Purchase Price by either a wire transfer or Automated Clearing House (ACH) transfer. Seller shall not accept payment in any form of check. In no instance shall Wetland Credits be transferred by Seller prior to Seller having received full payment of the Purchase Price. **Please contact joe@ecosystempartners.com to securely receive wire transfer / ACH payment instructions.**

e) OTHER TERMS. Wetland Credits purchased are non-refundable and non-transferrable.

4) PROCESS

a) RESERVATION PERIOD. Upon Seller's receipt of the Deposit, Seller will reserve the Wetland Credits for Buyer for ninety (90) days from the Effective Date ("Reservation Period"). If Buyer wishes to extend the Reservation Period by an additional ninety (90) days, Buyer shall pay to Seller the Second Deposit, for a maximum Reservation Period of one hundred eighty (180) days from the Effective Date, at the end of which the Balance of Purchase Price is due from Buyer to Seller.

b) RESERVATION LETTER. Within 3 business days of receiving a request from Buyer, Seller will convey a letter to Buyer indicating that the Wetland Credits have been reserved by Buyer for the then-applicable Reservation Period ("Reservation Letter").

c) TRANSFER OF WETLAND CREDITS. Upon receipt by Seller of a copy of Buyer's State Permit and Purchase Price or Balance of the Purchase Price, Seller shall initiate a minor modification of the SWFWMD Bank Permits to withdraw the State Credits in favor of Buyer's State Permit ("Permit Modification"). Seller shall provide a copy of the Permit Modification to Buyer.

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d) TERMINATION. At Seller's discretion, this Agreement shall automatically terminate if Buyer does not pay the Purchase Price or the Deposit to Seller on or before ten (10) days from the Effective Date of this Agreement. In any event, **this Agreement must be fully executed on or before November 11, 2021**, or, at the discretion of the Seller, any and all obligations of the Seller shall be terminated.

5) SELLER'S COVENANTS AND REPRESENTATIONS. Seller represents that it is authorized by Corps and SWFWMD to sell Wetland Credits from the Wetland Bank in accordance with the MBI and SWFWMD Bank Permit. Seller shall be responsible for the development and maintenance of the Wetland Credits and the Wetland Bank in accordance with the requirements of the MBI and SWFWMD Bank Permit and other applicable laws. Seller has good and sufficient title to the Wetland Credits it will sell to Buyer. Buyer shall have no rights or obligations to perform any of the responsibilities of the Seller now or hereafter set forth by the Corps and SWFWMD regarding the development and maintenance of the Wetland Credits or the Wetland Bank nor shall Buyer have any rights or obligations to enforce any of the responsibilities of the Seller under the SWFWMD Bank Permit and the MBI.

6) NOTICES. Any notices required or permitted hereunder shall be sufficiently given if delivered by overnight courier, by United States mail, return receipt requested, by facsimile or electronic mail to the parties hereto as follows:

If to Seller:	If to Buyer:
EIP CREDIT CO., LLC	**CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**
c/o Ecosystem Investment Partners 5550 Newbury Street Suite B Baltimore, MD 21209 Attn: Katherine Birnie 443.921.9441 katherine@ecosystempartners.com	Elton Smith, PE American Infrastructure Development, Inc. 3810 Northdale Blvd Suite 170 Tampa, FL 33624 813.374.2200 esmith@aidinc.us

Any notice given pursuant hereto by overnight courier shall be effective as of delivery; any notice given pursuant hereto by First Class United States mail, return receipt requested, shall be effective as of the third business day following its posting, and any notice given pursuant hereto by facsimile or electronic mail shall be effective as of receipt of a confirmation by the sending party.

7) PRIOR AGREEMENTS. This Agreement shall supersede any and all prior understandings and agreements between the parties hereto, whether written or oral, with respect to the subject matter hereof and may be amended only by a written document stating the specifics of such amendment, executed by both Seller and Buyer.

8) APPLICABLE LAW. Seller and Buyer shall be contractually bound to this Agreement, which shall be governed by the laws of the State of Florida and subject to the requirements of any applicable federal laws or regulations. Changes in federal, state, or local laws, which might have otherwise impacted this Agreement, shall not be enforced retroactively after execution of this Agreement. Each party shall be held harmless for damages sustained by the other party as a result of changes in federal, state, or local laws pertaining to this transaction or the interpretation or enforcement of said changes.

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9) ATTORNEYS' FEES. In the event any action, suit, or other proceeding at law or in equity is brought to enforce the covenants and agreements contained in this Agreement or to obtain monetary damages for breach thereof, and such action results in an award judgment for monetary damages, or the granting of any equitable relief in favor of any party hereto, all expenses, including reasonable attorney's fees, of the successful party in such action, suit, or other proceeding shall, upon demand of such party, be paid by the other party.

10) SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Seller and Buyer, as the case may be, and their respective successors and assigns. Neither party hereto shall assign any interest hereunder without the prior written approval of the other, which approval shall not be unreasonably withheld.

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

SELLER:	BUYER:
EIP CREDIT CO., LLC	**CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**
DocuSigned by: _____ BEEFD8F79D6D4EA...	_____
By: Katherine Birnie	By: _____
Its: Managing Director	Its: _____
Dated: November 11, 2021 | 10:54:34 EST	Dated: _____

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AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	CRRSAA - FAA Grants For Airpports
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

As a result of the COVID-19 pandemic, the President of the United States signed the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) into law on December 27, 2020. Part of this law provides additional funding to each General Aviation (GA) airport. The attached FAA Grant Agreements, for the Crystal River and Inverness Airports, are for $59,000 and $32,000 respectively. There is no required match for these grants. The FAA sent the County the grant offers on November 15, 2021, instructed that they be signed by December 15, 2021, and returned as soon as possible.

BUDGET IMPACT/FUNDING SOURCE:

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

These grants are 100% funding from the FAA.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute (digitally sign, per the FAA) the attached FAA Grant Agreements for the Crystal River and Inverness Airports.

3-12-0156-013-2022

U.S. Department
of Transportation
Federal Aviation
Administration

FAA ORL ADO
8427 South Park Circle
Suite 524
Orlando, FL 32819

November 15, 2021

Quincy Wylupek
Engineering Project Manager
Citrus County Engineering Department
3600 W. Sovereign Path, Suite 241
Lecanto, FL 34461

Dear Mr. Wylupek:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-12-0156-013-2022 for Crystal River-Captain Tom Davis Field Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **December 15, 2021** in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the Airport Rescue Grants Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, Federal Financial Report
- A signed closeout report.

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

Attachment: CGC-SOG-3-12-0156-013-2022-Grant Agreement - unsigned (18655 : CRRSAA - FAA Grants For Airpports)

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

Bart Vernace, P.E.
Manager

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U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date November 15, 2021

Airport/Planning Area Crystal River-Captain Tom Davis Field Airport

Airport Rescue Grant No. 3-12-0156-013-2022

Unique Entity Identifier 072548563

TO: Citrus County, Florida
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 29, 2021, for a grant of Federal funds at or associated with the Crystal River-Captain Tom Davis Field Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Crystal River-Captain Tom Davis Field Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

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Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Crystal River-Captain Tom Davis Field incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $59,000, allocated as follows:

   $59,000 ARPA KW2022

2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

   c. Close out and Termination.

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1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before December 15, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

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Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

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3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or

2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

A. Associated with performance under this Airport Rescue Grant; or

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B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
e. A court or grand jury;
f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
g. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

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5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
   a. Will be maintained and used at the airport for which they were purchased; and
   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
   a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

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b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

c. The utilities must serve a purpose directly related to the Airport.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated November 15, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

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Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated

Citrus County, Florida
(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By: _____
(Type Name of Sponsor's Designative Official/Representative)

Title: _____
(Title of Sponsor's Designative Official/Representative)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

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CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By: _____

(Signature of Sponsor's Attorney)

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AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable
b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
d. Hatch Act — 5 U.S.C. 1501, et. seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

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q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.[2]

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

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h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).[1]

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

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and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

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8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

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operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

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related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

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as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

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It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"Citrus County, Florida, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
   B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
   C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
   D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

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22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 29, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

Attachment: CGC-SOG-3-12-0156-013-2022-Grant Agreement - unsigned (18655 : CRRSAA - FAA Grants For Airpports)

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

Attachment: CGC-SOG-3-12-0156-013-2022-Grant Agreement - unsigned (18655 : CRRSAA - FAA Grants For Airpports)

3-12-0157-011-2022

U.S. Department
of Transportation
Federal Aviation
Administration

FAA ORL ADO
8427 South Park Circle
Suite 524
Orlando, FL 32819

November 15, 2021

Quincy Wylupek
Engineering Project Manager
Citrus County Engineering Department
3600 W. Sovereign Path, Suite 241
Lecanto, FL 34461

Dear Mr. Wylupek:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-12-0157-011-2022 for Inverness Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **December 15, 2021** in order for the grant to be valid.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the Airport Rescue Grants Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, Federal Financial Report
- A signed closeout report.

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

Attachment: INF-SOG-3-12-0157-011-2022-Grant Agreement - unsigned (18655 : CRRSAA - FAA Grants For Airports)

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

Bart Vernace, P.E.
Manager

Attachment: INF-SOG-3-12-0157-011-2022-Grant Agreement - unsigned (18655 : CRRSAA - FAA Grants For Airpports)

U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date November 15, 2021

Airport/Planning Area Inverness Airport

Airport Rescue Grant No. 3-12-0157-011-2022

Unique Entity Identifier 072548563

TO: Citrus County, Florida
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 29, 2021, for a grant of Federal funds at or associated with the Inverness Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Inverness Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Attachment: INF-SOG-3-12-0157-011-2022-Grant Agreement - unsigned (18655 : CRRSAA - FAA Grants For Airports)

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Inverness incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS**:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $32,000, allocated as follows:

   $32,000 ARPA KW2022

2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

   c. Close out and Termination.

Attachment: INF-SOG-3-12-0157-011-2022-Grant Agreement - unsigned (18655 : CRRSAA - FAA Grants For Airports)

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before December 15, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

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Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

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3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. **Trafficking in Persons.**

a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or

2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

A. Associated with performance under this Airport Rescue Grant; or

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B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:

a. Gross mismanagement of a Federal grant;
b. Gross waste of Federal funds;
c. An abuse of authority relating to implementation or use of Federal funds;
d. A substantial and specific danger to public health or safety; or
e. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

a. A member of Congress or a representative of a committee of Congress;
b. An Inspector General;
c. The Government Accountability Office;
d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
e. A court or grand jury;
f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
g. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

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5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
   a. Will be maintained and used at the airport for which they were purchased; and
   b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

   The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
   a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

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b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and

c. The utilities must serve a purpose directly related to the Airport.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated November 15, 2021

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

Attachment: INF-SOG-3-12-0157-011-2022-Grant Agreement - unsigned (18655 : CRRSAA - FAA Grants For Airpports)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated

Citrus County, Florida
(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By: *(Type Name of Sponsor's Designative* Official/Representative)

Title: *(Title of Sponsor's Designative Official/Representative)*

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Attachment: INF-SOG-3-12-0157-011-2022-Grant Agreement - unsigned (18655 : CRRSAA - FAA Grants For Airpports)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By: _____

(Signature of Sponsor's Attorney)

Attachment: INF-SOG-3-12-0157-011-2022-Grant Agreement - unsigned (18655 : CRRSAA - FAA Grants For Airpports)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable
b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
d. Hatch Act — 5 U.S.C. 1501, et. seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

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q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.[2]

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

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h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).[1]

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

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and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

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8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

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operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

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related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

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as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

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It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"Citrus County, Florida, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
   B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
   C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
   D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

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22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 29, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.

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Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

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AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Land Acquisition of 325 E. Harvard St., Inverness, Florida for Stormwater Management
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

Staff has been working toward a land acquisition between Citrus County, Florida and Marjorie Stewart, owner of Lots 208 & 209, Block 200, Inverness Highlands South. Staff recommends that it is in the best interest of the County to effectuate the purchase which will enable the County to perform necessary stormwater management. The agreed upon purchase amount is $16,000.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
4105-56100	Land	$20,000	N/A	N/A	$20,000

*Available balance prior to approval of item.

RECOMMENDED ACTION:

a. Approve and authorize the Chairman to execute the Purchase and Sale Agreement for Lots 208 & 209, Block 200, Inverness Highlands South, Citrus County.

b. Authorize staff to order a title search and execute all other documents related to the closing of the property with the exception of recordable documents; approve and authorize payment of related closing costs associated with this property acquisition.

c. Approve and authorize the Chairman or designee to execute all related closing documents and authorize the Clerk to place acceptance stamp on the deed upon receipt and record all documents in the Public Records of Citrus County, Florida.

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 "Purchaser" and **MARJORIE STEWART**, a married woman, with an address at 141 Hillside Ave., Mount Vernon, NY 10553, its successors and assigns, as "Seller."

For and in consideration of the sum of $16,000.00 Dollars (Sixteen Thousand Dollars), 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 of $16,000.00 (Sixteen Thousand Dollars).

(B) An Escrow Deposit of $0 is submitted herewith and will be held by Seller or Seller's Agent. The Deposit will be credited to Purchaser at closing.

Attachment: 12c Supporting Docs 325 E Harvard (18693 : Land Acquisition of 325 E. Harvard St., Inverness, Florida for Stormwater

4. **MISCELLANEOUS:** The following provisions apply:

(A) SELLER:

i. Seller will

_____
_____
_____
_____

(B) PURCHASER

i. Purchaser will

_____
_____
_____
_____

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 27, 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: 12c Supporting Docs 325 E Harvard (18693 : Land Acquisition of 325 E. Harvard St., Inverness, Florida for Stormwater

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 proration's. 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: 12c Supporting Docs 325 E Harvard (18693 : Land Acquisition of 325 E. Harvard St., Inverness, Florida for Stormwater

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.

Attachment: 12c Supporting Docs 325 E Harvard (18693 : Land Acquisition of 325 E. Harvard St., Inverness, Florida for Stormwater

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.

[Intentionally left blank)

Attachment: 12c Supporting Docs 325 E Harvard (18693 : Land Acquisition of 325 E. Harvard St., Inverness, Florida for Stormwater

E.10.a

SELLER:

Marjorie Stewart

MARJORIE STEWART

Printed Name

11/23/21

Date Signed

PURCHASER:

CITRUS COUNTY, FLORIDA a Political Subdivision of the State of Florida

ATTEST: BY: _____
Chairman

_____
Angela Vick, Clerk to the Board

APPROVED AS TO FORM:

BY: _____
Denise A. Dymond Lyn, County Attorney

Date Executed: _____

Attachment: 12c Supporting Docs 325 E Harvard (18693 : Land Acquisition of 325 E. Harvard St., Inverness, Florida for Stormwater

EXHIBIT A

Lots 208 & 209, Block 200, INVERNESS HIGHLANDS SOUTH, according to the map or plat thereof as recorded in Plat Book 3, Page(s) 51 through 66, of the Public Records of Citrus County, Florida.

Attachment: 12c Supporting Docs 325 E Harvard (18693 : Land Acquisition of 325 E. Harvard St., Inverness, Florida for Stormwater

Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS/DIVISION OF ENGINEERING
LAND SECTION
3600 W. Sovereign Path, Suite 205, Lecanto, Florida 34461
Telephone: (352) 527-5458 Fax: (352) 527-5459

Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
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
www.citrusbocc.com

October 1, 2021

Marjorie Stewart
141 Hillside Ave
Mount Vernon NY 10553

Subject: Lots 208 and 209 Block 200, Inverness Highlands South, Plat Book 3, Page 51

Dear Ms. Stewart:

Citrus County has reviewed recent sales and listings around the properties listed above and found that your asking price is above what has recently sold or is currently listed. We appreciate you considering our counteroffer of $8,000.00 per lot for a total purchase price of $16,000.00.

If you agree, please sign the bottom of this letter, date and return it to our office and we will prepare the documents. Please contact us if you have any questions or need additional information.

Sincerely,

Susan M. Boelk, Land Section Manager
Land Section, Division of Engineering
Citrus County Department of Public Works
susan.boelk@citrusbocc.com

cc: Brian C. Kauffman, P.E., Engineering Director – via email
Tiffany Crosby, Engineering Division – Engineer I – via email

Purchaser's Signature: _____ Date: 10/29/21
Printed Name: Marjorie Stewart

RECEIVED
NOV 19 2021
Citrus County Land S

cc: file, FAXED 11/9/21 @ 3:48 PM

Attachment: 12c Supporting Docs 325 E Harvard (18693 : Land Acquisition of 325 E. Harvard St., Inverness, Florida for Stormwater

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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
www.citrusbocc.com

RECEIVED
JUN 21 2021
Citrus County Land Section

Lot 208 and 209, Block 200, Inverness Highlands South, Plat Book 3 Page 51
AK 2570571 325 East Harvard Street, Inverness, FL

___ YES, I am interested in donating this property to Citrus County, Florida.

_X_ YES, I am interested in selling this property to Citrus County, Florida.

My asking price is $ 25220 00/100.

___ NO, I am not interested in disposing of this property.

Marjorie Stewart

cc: file

Attachment: 12c Supporting Docs 325 E Harvard (18693 : Land Acquisition of 325 E. Harvard St., Inverness, Florida for Stormwater

CITRUS COUNTY PROPERTY APPRAISER

Home Parcel Search

Altkey: 2570571
STEWART MARJORIE

Parcel ID: 20E19S210020 02000 2080
325 E HARVARD ST , INVERNESS

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

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1-800-955-8770 (v), via Florida Relay Service
www.citrusbocc.com

June 3, 2021

Marjorie Stewart
141 Hillside Ave
Mount Vernon NY 10553

Subject: Lots 208 and 209 Block 200, Inverness Highlands South, Plat Book 3, Page 51

Dear Ms. Stewart:

A neighboring property owner has raised concerns regarding the historic stormwater flow from East Harvard Street to East Amity Street in Inverness, Florida. The Stormwater Management Department of the Citrus County, Florida Engineering Division has evaluated these concerns and has determined that a swale, which is a shallow channel with gently sloping sides that carries water mainly during rainstorms from one area to another, would be the most desirable solution to direct the stormwater flow from County owned property, Lots 210 & 211, Block 200 to County owned property, Lot 16, Block 308.

Based on these findings, Citrus County, Florida is interested in acquiring your Lots 208 and 209, Block 200, Inverness Highlands South located at 325 East Harvard Street, Inverness, Florida to help alleviate the flooding/drainage concerns in this area that are flowing through Lots 208 through 211 to Lots 14 through 16. If you would consider donating or selling these lots to the County, please complete, sign, and return the enclosed form to our office. Should you have any questions or need additional information regarding the project please contact Tiffany Crosby, Engineering Division – Engineer I, at tiffany.crosby@citrusbocc.com or by telephone at 352-527-5452. We appreciate your consideration in this matter.

Sincerely,

Susan M. Boelk, Land Section Manager
Land Section, Division of Engineering
Citrus County Department of Public Works
susan.boelk@citrusbocc.com

cc: Brian C. Kauffman, P.E., Engineering Director – via email
Tiffany Crosby, E.I., Engineering Division – Engineer I – via email

Attachment: 12c Supporting Docs 325 E Harvard (18693 : Land Acquisition of 325 E. Harvard St., Inverness, Florida for Stormwater

PROJECT NO
19-226
SHT NO
-
LOTS 208 & 209
EXISTING WOODS IN GOOD CONDITION
EXISTING WOODS IN GOOD CONDITION
County Lot
FENCE
6505 E Amity St.
ELECTRIC POLES
ELECTRIC LINES
Silt Fence
County Lot
67
66
65
64
63
62
61
60
60.5
59
58
57
A
B
NOTES:
1. NAVD 1988 USED FOR VERTICAL DATUM.
CITRUS COUNTY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING
3600 SOVEREIGN PATH
SUITE 241
LECANTO, FLORIDA 34461
(352) 527-5446
CITRUS COUNTY
PROJECT
Proposed Conditions
19-226 Harvard/Amity
SCALE: AS NOTED
DATE: 08/06/2021
SHT - OF -

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Yulee From Bradshaw to US 19 (SCOP)
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

The Small County Outreach Program (SCOP) with the Florida Department of Transportation (FDOT) provides financial assistance to small county governments to construct roadway capacity or safety improvements. This agreement is for road milling and resurfacing of W. Yulee Dr from W. Bradshaw St. to US19. The total estimated project cost is $384,319 of which FDOT will provide up to $265,739. The County's participation is $118,580 plus a Contingency Allowance of $35,432.
These funds have already been budgeted in the Fiscal Year 2021/2022 Capital Improvement Program.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
4110-56549	Resid/MJRR D	3,844,504	0	3,433,912	410,592

RECOMMENDED ACTION:

a. Adopt and authorize the Chairman to execute a Resolution authorizing the Chairman to enter into an agreement between Citrus County, Florida, a political subdivision of the State of Florida and the State of Florida Department of Transportation for the Small County Outreach Program for W. Yulee Dr from W. Bradshaw St. to US19.

b. Approve and authorize the Chairman to execute the Small County Outreach Program Agreement between Citrus County, Florida, a political subdivision of the State of Florida and the Florida Department of Transportation for road milling and resurfacing of W. Yulee Dr from W. Bradshaw St. to US19. The FDOT portion will be $265,739 and the County's participation will be $118,580 plus a Contingency Allowance of $35,432.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT

FPN: 441092 1 54 01	Fund: LFP,SCWR	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 02 Citrus County	Contract No:	Vendor No: F596000548021

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Citrus County, Florida, a political subdivision of the State of Florida, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction of the West Yulee Drive (CR 490) from West Bradshaw Street to US 19 resurfacing project , as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 29, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

Attachment: 441092 1 54 01 W Yulee Drive (18651 : Yulee From Bradshaw to US 19 (SCOP))

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $384,319.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $ 265,739.00 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

Attachment: 441092 1 54 01 W Yulee Drive (18651 : Yulee From Bradshaw to US 19 (SCOP))

ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

Attachment: 441092 1 54 01 W Yulee Drive (18651 : Yulee From Bradshaw to US 19 (SCOP))

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

Attachment: 441092 1 54 01 W Yulee Drive (18651 : Yulee From Bradshaw to US 19 (SCOP))

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

Attachment: 441092 1 54 01 W Yulee Drive (18651 : Yulee From Bradshaw to US 19 (SCOP))

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

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limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

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financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. 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 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 submit bids 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids 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.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Citrus County, Florida, a political subdivision of the State of Florida

By: _____

Name: Ronald E. Kitchen, Jr.

Title: Chairman

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Richard Moss, P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: Christopher Giacinto

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 441092 1 54 01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Citrus County, Florida, a political subdivision of the State of Florida (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Project Length: 0.690MI; From MP- 2.780 to MP- 3.470.

PROJECT DESCRIPTION: The project includes the construction of the West Yulee Drive (CR 490) from West Bradshaw Street to US 19 resurfacing project. It is limited to resurfacing within the existing edges of pavement. Asphalt to be provided shall be identified in the current FDOT Asphalt Mix Design Plant assignment sheet. Proposed resurfacing includes Milling 2 inches of existing asphalt and resurfacing with 2 inches as asphalt. Asphalt to be provided shall be FC12.5 - Traffic Level C with PG 76-22 polymer and identified in the current FDOT Asphalt Mix Design Plant assignment sheet. Deficiencies with regards to the roadway physical characteristics which are below the standards for the Department and the County will be corrected as part of the project.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The The Project shall be designed and constructed in accordance with the requirements of all applicable laws and governmental rules and regulations and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways.

The Agency shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

The Agency shall submit a Consultants' Competitive Negotiation Act (CCNA) certification for any consultant work to be performed.

The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award form (Form No. 375-030-91) for consultants/contractors and their subs to comply with the agreement requirements of section 13. Restrictions, Prohibitions, Controls and Labor Provisions. The form can be accessed at the Department's Policy & Process Management site: https://pdl.fdot.gov/

The Agency will submit 100% and final design plans to the Department for review and approval (if created). At a minimum, the Agency will create Typical Section(s) which will be submitted to the Department for review and approval.

The Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract and the Agency's Certification Clear Package. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. The Certification Clear Package must include the following items completed and signed by the authorized

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Agency representative:

1.Right of Way Certification Form
2.Rail Clear Letter
3.Permits Clear Letter
4.Utilities Clear/Coordinated Letter
5.Consultant's Competitive Negotiations Act (CCNA) Clear Letter (only applicable for CEI)
6.Environmental Certification

The Agency will be responsible for following Florida Statutes regarding project permitting. The Agency may prepare a PEIR to support its acquisition of appropriate environmental permits and satisfy other agreements with the FDOT.

The Agency shall be responsible for identification and remediation of any hazardous materials and contamination encountered while implementing the project.

The Agency shall be responsible to identify, notify and coordinate with all Utility Agency/Owners having facilities within the project limits.

If at any moment during project implementation it is determined that the approved project schedule cannot be met, the Agency will immediately notify the Department in writing, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this project agreement and withdrawal of Department funding.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner. A progress report will be required each quarter, even if there is no activity for a reporting period. Invoice payments will be made on a pro-rata basis as a percentage of the state grant funding amount compared to the project cost.

For projects that have participating and non-participating items, the local agency must submit invoices clearly depicting and differentiating the participating and non-participating items of expenditures that are state or locally funded. Pay item plan sheets must also separate and distinguish between participating and non-participating items. Non-participating costs are the responsibility of the Agency.

Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed.

The Agency shall be required to notify the Department of any construction changes (change orders) and receive approval from the Department prior to the changes being constructed in order to be reimbursed for the changes.

The Agency shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final Inspection.

After the completion of the project, the Agency must submit the final invoice and Exhibit "C," Engineers Certification of Completion" of the project to the Department within 120 days after the completion. Invoices after the 120-day time period may not be paid.

The Recipient shall commence the project’s activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by 01/17/2022.
b) Right-of-Way requirements identified and provided to the Department by 01/17/2022.
c) Right-of-Way to be certified by 02/17/2022.
d) Construction contract to be let by 12/30/2022.
e) Construction to be completed by 12/29/2023.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Department will issue a Notice to Proceed to the Agency after final execution of this agreement.
Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and

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services submitted for payment.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:
Citrus County, Florida a political subdivision of the State of Florida
3600 W. Sovereign Path, Ste 241
Lecanto, FL 34461

FINANCIAL PROJECT NUMBER:
441092 1 54 01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2022**	Maximum Department Participation (Small County Outreach Program)	$384,319.00	$118,580.00	$265,739.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$384,319.00 %	$118,580.00 %	$265,739.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$384,319.00	$118,580.00	$265,739.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Sara Clark
District Grant Manager Name

Signature Date

Attachment: Exh B (18651 : Yulee From Bradshaw to US 19 (SCOP))

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and CITRUS COUNTY,Florida, a political subdivision of the State of Florida

PROJECT DESCRIPTION: Construction of the West Yulee Drive (CR 490) from West Bradshaw Street to US 19 resurfacing project.

FPID#: 441092 1 54 01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

Attachment: Exh C (18651 : Yulee From Bradshaw to US 19 (SCOP))

RESOLUTION NO. 21 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE SMALL COUNTY OUTREACH PROGRAM.

WHEREAS, the Board of County Commissioners of Citrus County, Florida, a political subdivision of the State of Florida, wishes to enter into an agreement with the State of Florida Department of Transportation for the Small County Outreach Program for the provision of funds to assist in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads; and

WHEREAS, the agreement is for the reconstruction/resurfacing of the existing travel lanes of W. Yulee Dr. from W. Bradshaw St. to US19.

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 _____2021, as follows:

The Chairman of the Board is hereby authorized to enter into an agreement with the Florida Department of Transportation for the Small County Outreach Program for the provision of funds for the reconstruction/resurfacing of the existing travel lanes of W. Yulee Dr. from W. Bradshaw St. to US19.

Attachment: Exh D Resolution (18651 : Yulee From Bradshaw to US 19 (SCOP))

1. The Clerk of the Board is hereby directed to forward a certified copy of this Resolution to the Department of Public Works, Division of Engineering to be attached to and made a part of the Small County Outreach Program Agreement with the Florida Department of Transportation.

ATTEST:

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

_____
ANGELA VICK, CLERK

BY:_____
RONALD E. KITCHEN, JR., CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

.
APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY.

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: Exh D Resolution (18651 : Yulee From Bradshaw to US 19 (SCOP))

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Attachment: Exh F (18651 : Yulee From Bradshaw to US 19 (SCOP))

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

Attachment: Exh F (18651 : Yulee From Bradshaw to US 19 (SCOP))

STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $265,739.00

*The state award amount may change with supplemental agreements

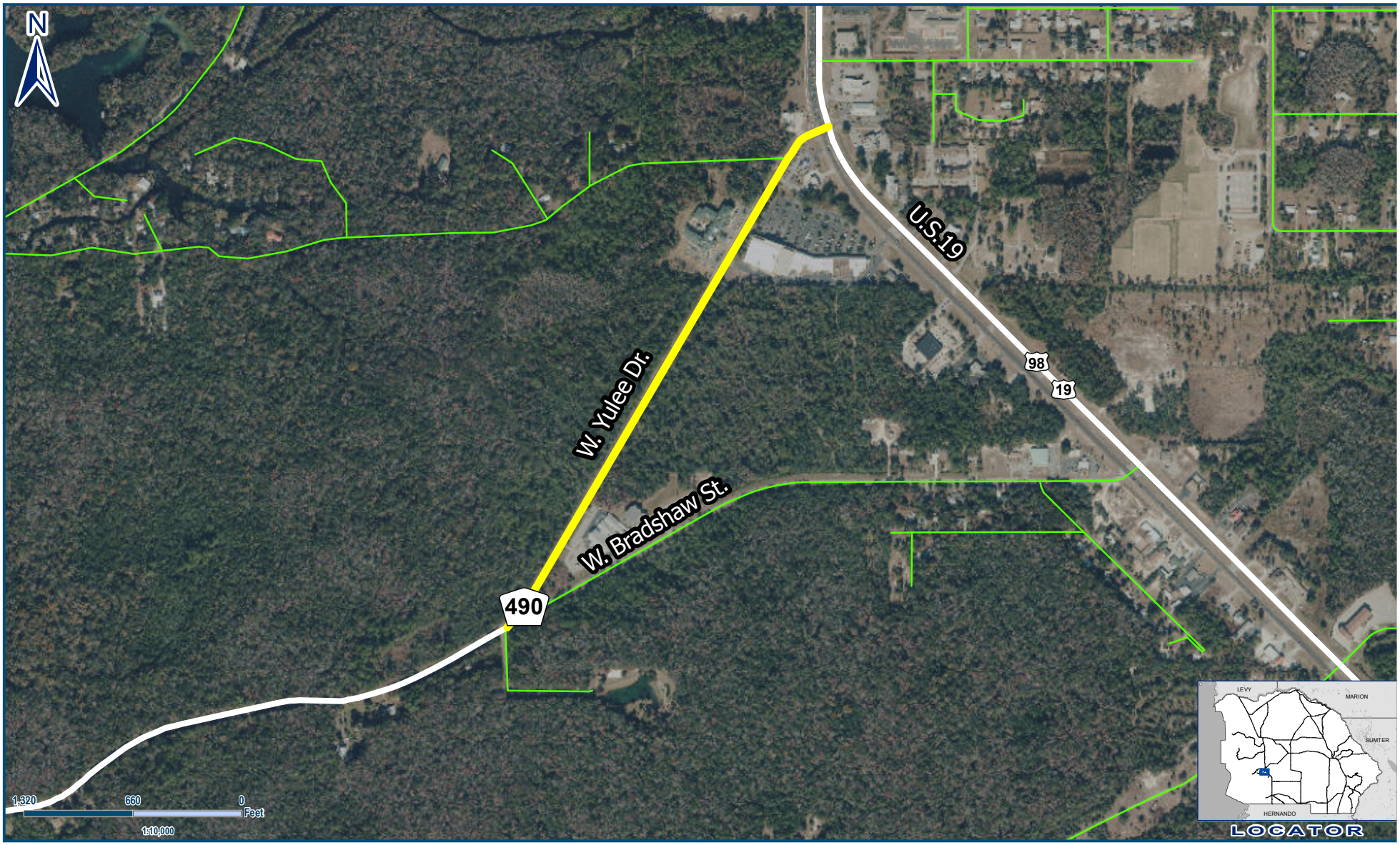
Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

Attachment: Exh J (18651 : Yulee From Bradshaw to US 19 (SCOP))



Attachment: Project Area Map (18651 : Yulee From Bradshaw to US 19 (SCOP))

Legend		Geographic Information Systems
Project segment	W. Yulee Drive from W. Bradshaw St. to US19 Length=3,649 Feet / 0.69 Mile	Prepared By : M.E. Thomas Date: May 9, 2017 Source: Enterprise Geodatabase Map Number: MT000411

Jim Faulkner
Director

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is printed. However, all information provided must be independently verified by the user.

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

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Turner Camp from E Banks Ct to E. Matthew Meadow Ct (SCOP)
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

The Small County Outreach Program (SCOP) with the Florida Department of Transportation (FDOT) provides financial assistance to small county governments to construct roadway capacity or safety improvements. This agreement is for road milling and resurfacing of East Turner Camp Rd from E. Banks Ct. to E. Matthew Meadow Ct. The total estimated project cost is $814,709 of which FDOT will provide up to $566,032. The County's participation is $248,677 plus a Contingency Allowance of $75,471.
These funds have already been budgeted in the Fiscal Year 2021/2022 Capital Improvement Program.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
4110-56549	Resid/MJRRD	3,844,504	0	3,433,912	410,592

RECOMMENDED ACTION:

a. Adopt and authorize the Chairman to execute a Resolution authorizing the Chairman to enter into an agreement between Citrus County, Florida, a political subdivision of the State of Florida and the State of Florida Department of Transportation for the Small County Outreach Program for East Turner Camp Rd from E. Banks Ct. to E. Matthew Meadow Ct.

b. Approve and authorize the Chairman to execute the Small County Outreach Program Agreement between Citrus County, Florida, a political subdivision of the State of Florida and the Florida Department of Transportation for road milling and resurfacing of East Turner Camp Rd from E. Banks Ct. to E. Matthew Meadow Ct. The FDOT portion will be $566,032 and the County's participation will be $248,677 plus a Contingency Allowance of $75,471.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT

FPN: 441091 1 54 01	Fund: GRSC,LFP, SCOP Org Code:	FLAIR Category: FLAIR Obj:
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
FPN:	Fund: Org Code:	FLAIR Category: FLAIR Obj:
County No: 02 Citrus County	Contract No:	Vendor No: F596000548021

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Citrus County, Florida, a political subdivision of the State of Florida, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction of the East Turner Camp Road (CR 581) from East Banks Court to East Matthew Meadow Court resurfacing project , as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 29, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

Attachment: 441091 1 East Turner Camp RD (18652 : Turner Camp from E Banks Ct to E. Matthew Meadow Ct (SCOP))

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $814,709.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $566,032.00 and, additionally the Department's participation in the Project shall not exceed n/a% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

Attachment: 441091 1 East Turner Camp RD (18652 : Turner Camp from E Banks Ct to E. Matthew Meadow Ct (SCOP))

ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department’s project manager must be received prior to costs being incurred by the Recipient. See **Exhibit “B”** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

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m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

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construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

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limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

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financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. 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 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 submit bids 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids 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.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Citrus County, Florida, a political subdivision of the State of Florida

By: _____

Name: Ronald E. Kitchen, Jr.

Title: Chairman, BOCC

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Richard Moss, P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: Christopher Giacinto

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 441091 1 54 01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Citrus County, Florida, a political subdivision of the State of Florida (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Project Length: 2.418MI; From MP- 3.013 to MP- 5.431.

PROJECT DESCRIPTION: The project includes the construction of the East Turner Camp Road (CR 581) from East Banks Court to East Matthew Meadow Court resurfacing project. The project is limited to milling 1.5 inches and resurfacing with (2) - 1.5 inch lifts of asphalt within the existing edges of pavement. Asphalt to be provided shall be FC12.5 - Traffic Level C with PG 76-22 poylmer and identified in the current FDOT Asphalt Mix Design Plant assignment sheet. Deficiencies with regards to the roadway physical characteristics which are below the standards for the Department and the County will be corrected as part of the project.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Project shall be designed and constructed in accordance with the requirements of all applicable laws and governmental rules and regulations and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways.

The Agency shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

The Agency shall submit a Consultants' Competitive Negotiation Act (CCNA) certification for any consultant work to be performed.

The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award form (Form No. 375-030-91) for consultants/contractors and their subs to comply with the agreement requirements of section 13. Restrictions, Prohibitions, Controls and Labor Provisions. The form can be accessed at the Department's Policy & Process Management site: https://pdl.fdot.gov/

The Agency will submit 100% and final design plans to the Department for review and approval (if created). At a minimum, the Agency will create Typical Section(s) which will be submitted to the Department for review and approval.

The Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract and the Agency's Certification Clear Package. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

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1.Right of Way Certification Form
2.Rail Clear Letter
3.Permits Clear Letter
4.Utilities Clear/Coordinated Letter
5.Consultant's Competitive Negotiations Act (CCNA) Clear Letter (only applicable for CEI)
6.Environmental Certification

The Agency shall be responsible for identification and remediation of any hazardous materials and contamination encountered while implementing the project.

The Agency shall be responsible to identify, notify and coordinate with all Utility Agency/Owners having facilities within the project limits.

If at any moment during project implementation it is determined that the approved project schedule cannot be met, the Agency will immediately notify the Department in writing, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this project agreement and withdrawal of Department funding.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner. A progress report will be required each quarter, even if there is no activity for a reporting period. Invoice payments will be made on a pro-rata basis as a percentage of the state grant funding amount compared to the project cost.

For projects that have participating and non-participating items, the local agency must submit invoices clearly depicting and differentiating the participating and non-participating items of expenditures that are state or locally funded. Pay item plan sheets must also separate and distinguish between participating and non-participating items. Non-participating costs are the responsibility of the Agency.

Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed.

The Agency shall be required to notify the Department of any construction changes (change orders) and receive approval from the Department prior to the changes being constructed in order to be reimbursed for the changes.

The Agency shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final Inspection.

After the completion of the project, the Agency must submit the final invoice and Exhibit "C," Engineers Certification of Completion" of the project to the Department within 120 days after the completion. Invoices after the 120-day time period may not be paid.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by 01/17/2022.
b) Right-of-Way requirements identified and provided to the Department by 01/17/2022.
c) Right-of-Way to be certified by 02/17/2022.
d) Construction contract to be let by 12/30/2022.
e) Construction to be completed by 12/29/2023.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Department will issue a Notice to Proceed to the Agency after final execution of this agreement.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

Attachment: Exhibit A (18652 : Turner Camp from E Banks Ct to E. Matthew Meadow Ct (SCOP))

Attachment: Exhibit A (18652 : Turner Camp from E Banks Ct to E. Matthew Meadow Ct (SCOP))

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:
Citrus County, Florida a political subdivision of the State of Florida
3600 W. Sovereign Path, Ste 241
Lecanto, FL 34461

FINANCIAL PROJECT NUMBER:
441091 1 54 01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2022**	Maximum Department Participation (Small County Outreach Program)	$814,709.00	$248,677.00	$566,032.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	$0.00	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$814,709.00 %	$248,677.00 %	$566,032.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$814,709.00	$248,677.00	$566,032.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Sara Clark
District Grant Manager Name

Signature Date

Attachment: Exhibit B (18652 : Turner Camp from E Banks Ct to E. Matthew Meadow Ct (SCOP))

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Citrus County, Florida, a political subdivision of the State of Florida

PROJECT DESCRIPTION: Resurfacing of East Turner Camp Road (CR 581) from East Banks Road to East Matthew Meadow CT.

FPID#: 441091 1 54 01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

Attachment: Exhibit C (18652 : Turner Camp from E Banks Ct to E. Matthew Meadow Ct (SCOP))

RESOLUTION NO. 21 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE SMALL COUNTY OUTREACH PROGRAM.

WHEREAS, the Board of County Commissioners of Citrus County, Florida, a political subdivision of the State of Florida, wishes to enter into an agreement with the State of Florida Department of Transportation for the Small County Outreach Program for the provision of funds to assist in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads; and

WHEREAS, the agreement is for the reconstruction/resurfacing of the existing travel lanes of East Turner Camp Rd from E. Banks Ct. to E. Matthew Meadow Ct.

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 _____2021, as follows:

The Chairman of the Board is hereby authorized to enter into an agreement with the Florida Department of Transportation for the Small County Outreach Program for the provision of funds for the reconstruction/resurfacing of the existing travel lanes of East Turner Camp Rd from E. Banks Ct. to E. Matthew Meadow Ct.

Attachment: Exh D Resolution (18652 : Turner Camp from E Banks Ct to E. Matthew Meadow Ct (SCOP))

1. The Clerk of the Board is hereby directed to forward a certified copy of this Resolution to the Department of Public Works, Division of Engineering to be attached to and made a part of the Small County Outreach Program Agreement with the Florida Department of Transportation.

ATTEST:

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

_____
ANGELA VICK, CLERK

BY:_____
RONALD E. KITCHEN, JR., CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY.

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: Exh D Resolution (18652 : Turner Camp from E Banks Ct to E. Matthew Meadow Ct (SCOP))

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Attachment: Exhibit F (18652 : Turner Camp from E Banks Ct to E. Matthew Meadow Ct (SCOP))

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

Attachment: Exhibit F (18652 : Turner Camp from E Banks Ct to E. Matthew Meadow Ct (SCOP))

STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $566,032.00

*The state award amount may change with supplemental agreements

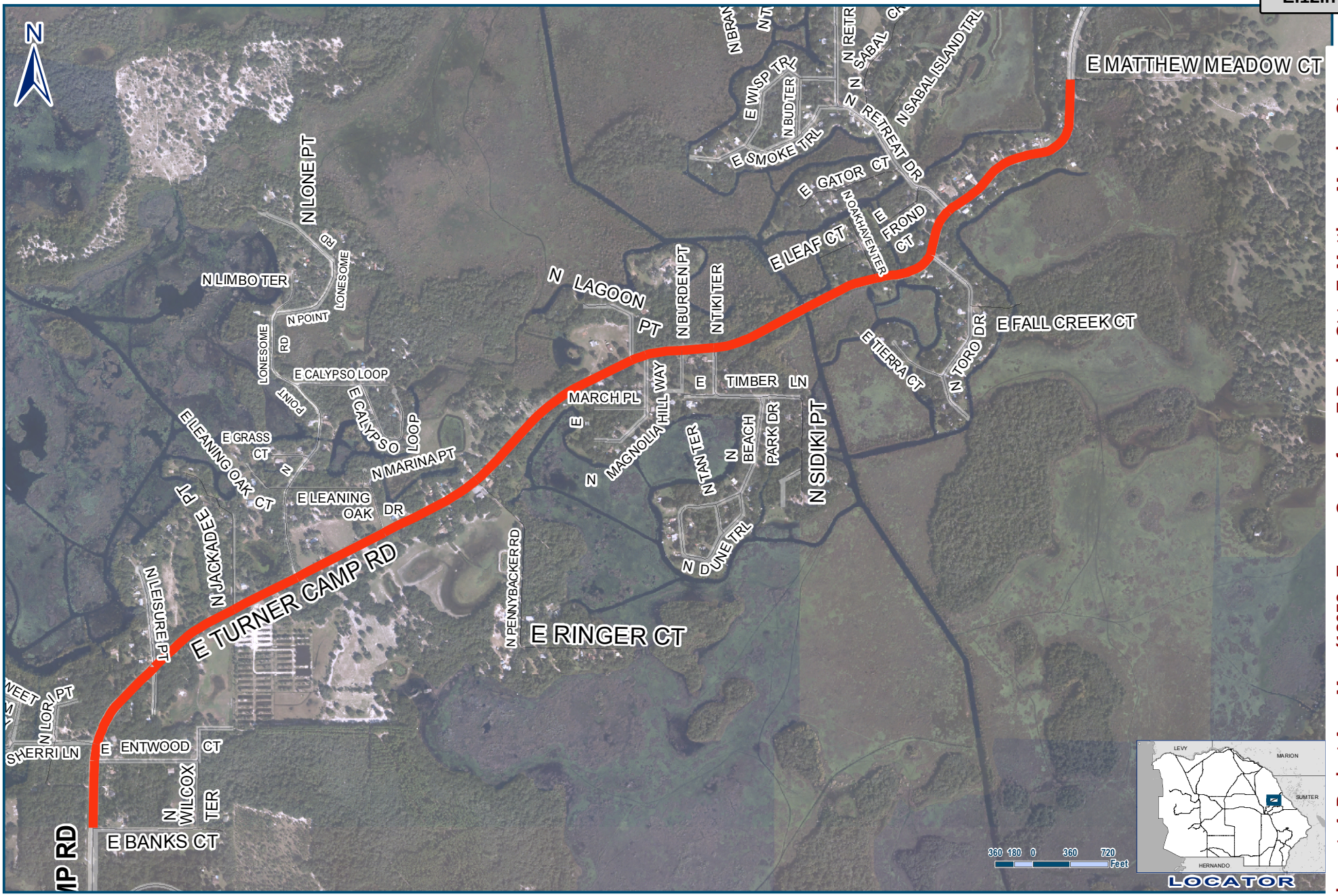
Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

Attachment: Exhibit J (18652 : Turner Camp from E Banks Ct to E. Matthew Meadow Ct (SCOP))



Legend

SCOP Roadway Area

Approx. 12,725 Feet / 2.4 Miles

SCOP
E. Turner Camp Rd.
from E. Banks Ct. to E. Matthew Meadow Ct.

Geographic Information Systems

Prepared By : Kristi Fuller, GISP

Date: May 26, 2017

Source: Enterprise Geodatabase

Map Number: KF001052

Jim Faulkner
Director

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is printed. However, all information provided must be independently verified by the user.

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

Attachment: 4_Project Area Map (18652 : Turner Camp from E Banks Ct to E. Matthew Meadow Ct

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Withlacoochee Tr From Scott Ln (western intersection) to SR200 (SCOP)
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

The Small County Outreach Program (SCOP) with the Florida Department of Transportation (FDOT) provides financial assistance to small county governments to construct roadway capacity or safety improvements. This agreement is for road milling and resurfacing of East Withlacoochee Tr. (CR 39) from East Scott Lane (western intersection) to SR 200. The total estimated project cost is $391,023 of which FDOT will provide up to $270,768. The County's participation is $120,255 plus a Contingency Allowance of $36,102.

These funds have already been budgeted in the Fiscal Year 2021/2022 Capital Improvement Program.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
4110-56549	Resid/MJRRD	3,844,504	0	3,433,912	410,592

RECOMMENDED ACTION:

a. Adopt and authorize the Chairman to execute a Resolution authorizing the Chairman to enter into an agreement between Citrus County, Florida, a political subdivision of the State of Florida and the State of Florida Department of Transportation for the Small County Outreach Program for East Withlacoochee Tr (CR 39) from East Scott Lane (western intersection) to SR 200.

b. Approve and authorize the Chairman to execute the Small County Outreach Program Agreement between Citrus County, Florida, a political subdivision of the State of Florida and the Florida Department of Transportation for road milling and resurfacing of East Withlacoochee Tr (CR 39) from East Scott Lane (western intersection) to SR 200. The FDOT portion will be $270,768 and the County's participation will be $120,255 plus a Contingency Allowance of $36,102.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

FPN: 441090 1 54 01	Fund: GRSC, LFP	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 02 Citrus County	Contract No:	Vendor No: F596000548021

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Citrus County, Florida, a political subdivision of the State of Florida, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the construction of the East Withlacoochee TR (CR 39) from East Scott Lane (western intersection) to SR 200 resurfacing project , as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 29, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

Attachment: 441090 1 54 01 E Withlacoochee TR (18654 : Withlacoochee Tr From Scott Ln (western intersection) to SR200 (SCOP))

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $391,023.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $270,768.00 and, additionally the Department's participation in the Project shall not exceed n/a% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

Attachment: 441090 1 54 01 E Withlacoochee TR (18654 : Withlacoochee Tr From Scott Ln (western intersection) to SR200 (SCOP))

ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

Attachment: 441090 1 54 01 E Withlacoochee TR (18654 : Withlacoochee Tr From Scott Ln (western intersection) to SR200 (SCOP))

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department’s project manager must be received prior to costs being incurred by the Recipient. See **Exhibit “B”** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

Attachment: 441090 1 54 01 E Withlacoochee TR (18654 : Withlacoochee Tr From Scott Ln (western intersection) to SR200 (SCOP))

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

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construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

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limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

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financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. 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 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 submit bids 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids 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.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Citrus County, Florida, a political subdivision of the State of Florida

By: _____

Name: Ronald E. Kitchen, Jr.

Title: Chairman, Citrus County BOCC

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Richard Moss, P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: Christopher Giacinto

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 441090 1 54 01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Citrus County, Florida, a political subdivision of the State of Florida (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Total: 0.868 MI; From MP - 6.765 to MP - 7.633.

PROJECT DESCRIPTION: The project includes the the construction of the East Withlacoochee TR (CR 39) from East Scott Lane (western intersection) to SR 200 milling and resurfacing project. The project is limited to milling 1.5 inches and resurfacing with (2) - 1.5 inch lifts of asphalt within the existing edges of pavement. Asphalt to be provided shall be FC12.5 - Traffic Level C with PG 76-22 polymer and identified in the current FDOT Asphalt Mix Design Plant assignment sheet. Deficiencies with regards to the roadway physical characteristics which are below the standards for the Department and the County will be corrected as part of the project.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Project shall be designed and constructed in accordance with the requirements of all applicable laws and governmental rules and regulations and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways.

The Agency shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

The Agency shall submit a Consultants' Competitive Negotiation Act (CCNA) certification for any consultant work to be performed.

The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award form (Form No. 375-030-91) for consultants/contractors and their subs to comply with the agreement requirements of section 13. Restrictions, Prohibitions, Controls and Labor Provisions. The form can be accessed at the Department's Policy & Process Management site: https://pdl.fdot.gov/

The Agency will submit 100% and final design plans to the Department for review and approval (if created). At a minimum, the Agency will create Typical Section(s) which will be submitted to the Department for review and approval.

The Agency will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract and the Agency's Certification Clear Package. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

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1.Right of Way Certification Form
2.Rail Clear Letter
3.Permits Clear Letter
4.Utilities Clear/Coordinated Letter
5.Consultant's Competitive Negotiations Act (CCNA) Clear Letter (only applicable for CEI)
6.Environmental Certification

The Agency shall be responsible for identification and remediation of any hazardous materials and contamination encountered while implementing the project.

The Agency shall be responsible to identify, notify and coordinate with all Utility Agency/Owners having facilities within the project limits.

If at any moment during project implementation it is determined that the approved project schedule cannot be met, the Agency will immediately notify the Department in writing, accompanied by a revised project schedule. Failure to comply with these requirements may be cause for termination of this project agreement and withdrawal of Department funding.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner. A progress report will be required each quarter, even if there is no activity for a reporting period. Invoice payments will be made on a pro-rata basis as a percentage of the state grant funding amount compared to the project cost.

For projects that have participating and non-participating items, the local agency must submit invoices clearly depicting and differentiating the participating and non-participating items of expenditures that are state or locally funded. Pay item plan sheets must also separate and distinguish between participating and non-participating items. Non-participating costs are the responsibility of the Agency.

Construction related activities, including project advertisement, conducted prior to Notice to Proceed will not be reimbursed.

The Agency shall be required to notify the Department of any construction changes (change orders) and receive approval from the Department prior to the changes being constructed in order to be reimbursed for the changes.

The Agency shall provide the Department with as-built plans (if created) of any portions of the Project funded through the Agreement prior to final Inspection.

After the completion of the project, the Agency must submit the final invoice and Exhibit "C," Engineers Certification of Completion" of the project to the Department within 120 days after the completion. Invoices after the 120-day time period may not be paid.

The Recipient shall commence the project’s activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by 01/17/2022.
b) Right-of-Way requirements identified and provided to the Department by 01/17/2022.
c) Right-of-Way to be certified by 02/17/2022.
d) Construction contract to be let by 12/30/2022.
e) Construction to be completed by 12/29/2023.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Department will issue a Notice to Proceed to the Agency after final execution of this agreement.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

Attachment: Exh A (18654 : Withlacoochee Tr From Scott Ln (western intersection) to SR200 (SCOP))

Attachment: Exh A (18654 : Withlacoochee Tr From Scott Ln (western intersection) to SR200 (SCOP))

Alt Form 525-010-60eB

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT

525-011-0B
PROGRAM
MANAGEMENT
8/21

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:
Citrus County, Florida a political subdivision of the State of Florida
3600 W. Sovereign Path, Ste 241
Lecanto, FL 34461

FINANCIAL PROJECT NUMBER:
441090 1 54 01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **22**	Maximum Department Participation (Small County Outreach Program)	$391,023.00	$120,255.00	$270,768.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$391,023.00 %	$120,255.00 %	$270,768.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$391,023.00	$120,255.00	$270,768.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Sara Clark
District Grant Manager Name

Signature Date

Attachment: Exh B (18654 : Withlacoochee Tr From Scott Ln (western intersection) to SR200 (SCOP))

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and CITRUS COUNTY,Florida, a political subdivision of the State of Florida

PROJECT DESCRIPTION:East Withlacoochee TR (CR 39) from East Scott Lane (western intersection) to SR 200.

FPID#: 441090 1 54 01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

Attachment: Exh C (18654 : Withlacoochee Tr From Scott Ln (western intersection) to SR200 (SCOP))

RESOLUTION NO. 21 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE SMALL COUNTY OUTREACH PROGRAM.

WHEREAS, the Board of County Commissioners of Citrus County, Florida, a political subdivision of the State of Florida, wishes to enter into an agreement with the State of Florida Department of Transportation for the Small County Outreach Program for the provision of funds to assist in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads; and

WHEREAS, the agreement is for the reconstruction/resurfacing of the existing travel lanes of East Withlacoochee Tr (CR 39) from East Scott Lane (western intersection) to SR 200.

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 _____2021, as follows:

The Chairman of the Board is hereby authorized to enter into an agreement with the Florida Department of Transportation for the Small County Outreach Program for the provision of funds for the reconstruction/resurfacing of the existing travel lanes of East Withlacoochee Tr (CR 39) from East Scott Lane (western intersection) to SR 200.

Attachment: Exh D Resolution (18654 : Withlacoochee Tr From Scott Ln (western intersection) to SR200 (SCOP))

1. The Clerk of the Board is hereby directed to forward a certified copy of this Resolution to the Department of Public Works, Division of Engineering to be attached to and made a part of the Small County Outreach Program Agreement with the Florida Department of Transportation.

ATTEST:

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

_____
ANGELA VICK, CLERK

BY:_____
RONALD E. KITCHEN, JR., CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY.

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: Exh D Resolution (18654 : Withlacoochee Tr From Scott Ln (western intersection) to SR200 (SCOP))

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Attachment: Exh F (18654 : Withlacoochee Tr From Scott Ln (western intersection) to SR200 (SCOP))

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

Attachment: Exh F (18654 : Withlacoochee Tr From Scott Ln (western intersection) to SR200 (SCOP))

STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $270,768.00

*The state award amount may change with supplemental agreements

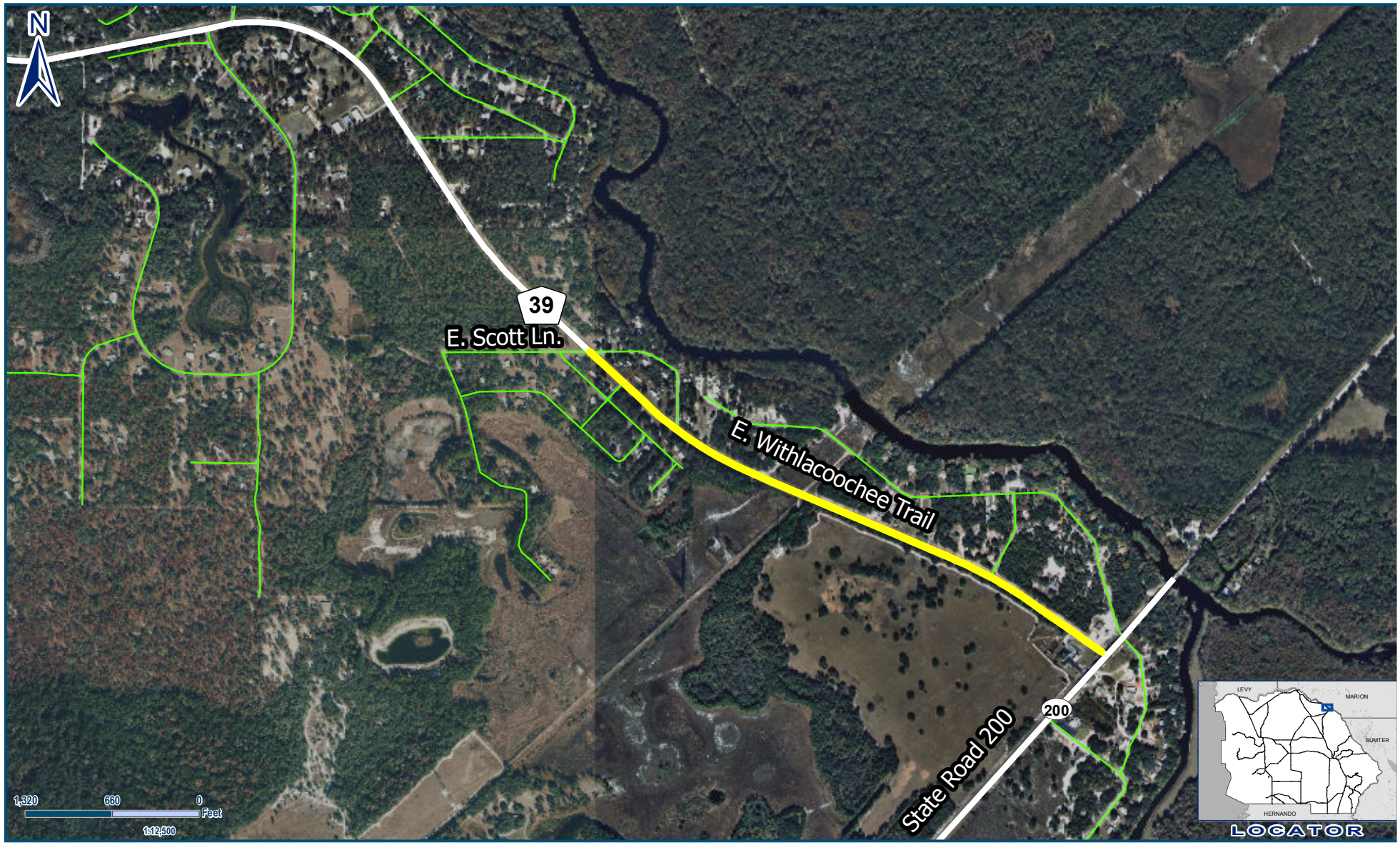
Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

Attachment: Exh J (18654 : Withlacoochee Tr From Scott Ln (western intersection) to SR200 (SCOP))



Legend

Project segment

E. Withlacoochee Trail (CR39)
from
E. Scott Ln. to SR200
Length=4,542 Feet / 0.86 Mile

Geographic Information Systems

Prepared By : M.E. Thomas
Date: May 9, 2017
Source: Enterprise Geodatabase
Map Number: MT000412

Jim Faulkner
Director

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is printed. However, all information provided must be independently verified by the user.

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

Attachment: Overall Project Map - Original (18654 : Withlacoochee Tr From Scott Ln (western

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Memorandum of Agreement with Florida Dept of Corretions
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

Agreement #A5110 between the Florida Department of Corrections (DOC) and Citrus County, Florida, a political subdivision of the State of Florida. This Agreement ensures that Citrus County will transport inmates to the nearest DOC Reception Center, thereby reducing travel time and cost to the County. Agreement #A5110 replaces the County's current DOC Agreement #A3970, which expires January 16th, 2022.

This Agreement shall begin on January 17, 2022, or the date on which it is signed by both parties, whichever is later, and shall end on January 16, 2027. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

BUDGET IMPACT/FUNDING SOURCE:

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

No budgetary impact

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute Agreement #A5110 and Attachment A with the Florida Department of Corrections. The Agreement will begin on January 17, 2022 or the date on which it is signed by both parties, whichever is later, and shall end on January 16, 2027.

AGREEMENT #A5110

MEMORANDUM OF AGREEMENT

BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

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

This Memorandum of Agreement ("Agreement") is between the Florida Department of Corrections ("Department") and the Citrus County, Florida, a political subdivision of the State of Florida ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, the Department is responsible for the inmates and for the operation of, and supervisory and protective care, custody, and control of, all buildings, grounds, property, and matters connected with the correctional system in accordance with Section 945.04, Florida Statutes (F.S.);

WHEREAS, in compliance with the Prison Rape Elimination Act (PREA), Federal Rule 28 Code of Federal Regulations (CFR) Part 115, the Department will be separating inmates ages 17 and under from older inmates; and

WHEREAS, this Agreement ensures that the Agency will transport inmates to the nearest Department's Reception Center, thereby, reducing travel time and cost to each county.

NOW THEREFORE, subject to controlling law, rules, regulations, or to other governing policies and procedures, and in consideration of the mutual promises expressed herein, the parties agree as follows:

I. AGREEMENT TERM AND RENEWAL

A. Agreement Term

This Agreement shall begin on January 17, 2022, or the date it is signed by both parties, whichever is later, and shall end on January 16, 2027. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

B. Agreement Renewal

The Department has the option to renew this Agreement, in whole or in part, for up to an additional five (5) years beyond the initial term upon written agreement of both parties, and upon the same terms and conditions contained herein. Exercise of a renewal option is at the Department's exclusive option and shall be conditioned, at minimum, upon the Agency's performance of the Agreement. The Department, if it desires to exercise its renewal option, will provide written notice to the Agency no later than 30 calendar days prior to the Agreement's expiration date.

Attachment: DOC contract Nov 2021 (18705 : Memorandum of Agreement with Florida Dept of Corretions)

II. SCOPE OF AGREEMENT

The purpose of this Agreement is to establish the general conditions and joint processes to ensure that the Agency will be transporting their inmates to the nearest Department's Reception Center, reducing time and cost to the Agency and the Department.

III. COUNTY DESIGNATION TO RECEPTION CENTER

In order to minimize the driving distance for the Agency, and ensure parity in the number of inmates being processed through the Department's Institutions, the Agency shall deliver inmates committed by order of the court to the Department as follows:

Group A — Male inmates shall be transported to the Reception and Medical Center.

Group B — Female inmates shall be transported to the Florida Women's Reception Center (Ocala, Florida). Pregnant inmates are to be received on Mondays before 9:00 a.m.

Group C — Male death row inmates shall be transported to the Reception and Medical Center, and female death row inmates to the Florida Women's Reception Center.

Group D — All male inmates 17 years of age or younger shall be transported to Suwannee Correctional Institution to arrive on Wednesdays no later than 9:00 a.m.

Group E — All female inmates that are 17 years of age or under shall be transported to Florida Women's Reception Center to arrive on Mondays before 9:00 a.m.

Group F — All male inmates age 18 and over, who are legally blind, totally blind, have a moderately severe hearing impairment, a severe hearing impairment, or are profoundly deaf, shall be transported to the Reception and Medical Center.

IV. FINANCIAL OBLIGATIONS

The parties acknowledge that this Agreement does not create financial obligations between the parties. If costs are incurred as a result of either, or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs.

V. AGREEMENT MANAGEMENT

A. Department's Agreement Administrator

The Agreement Administrator is responsible for maintaining the official Agreement file, drafting and processing all amendments, terminating the Agreement, and maintaining records of all formal correspondence between the parties regarding administration of this Agreement.

The title, address, and telephone number of the Agreement Administrator are:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections

Attachment: DOC contract Nov 2021 (18705 : Memorandum of Agreement with Florida Dept of Corretions)

501 South Calhoun Street, Suite 328
Tallahassee, Florida 32399-2500
Telephone: (850) 717-9773
Fax: (850) 488-7189

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison regarding issues arising out of this Agreement.

FOR THE DEPARTMENT:	**FOR THE AGENCY**
Vicki Newsome, Bureau Chief	Randy Oliver, County Administrator
Bureau of Population Management	Citrus County
501 South Calhoun Street	3600 West Sovereign Path, Suite 267
Tallahassee, Florida 32399	Lecanto, Florida 34461
Telephone: (850) 717-3529	Telephone: (352) 527-5210
Email: Vicki.Newsome@fdc.myflorida.com	Email: randy.oliver@citrusbocc.com

VI. REVIEW AND MODIFICATION

Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations for either party to agree to amend the Agreement terms.

Upon execution of this Agreement, with the exception of changes to Section V., AGREEMENT MANAGEMENT, modifications shall be valid only through execution of a formal written amendment to the Agreement. Any changes to the information contained in Section V., AGREEMENT MANAGEMENT, may be provided to the other party, in writing, and a copy of the written notification shall be maintained in the official Agreement record.

VII. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both parties, or unilaterally by either party, upon no less than 30 calendar days' written notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

In addition, this Agreement may be terminated with 24 hours' written notice by the Department or the Agency for any failure of either party to comply with the terms of this Agreement or any applicable Florida law.

VIII. OTHER CONDITIONS

A. Public Records Law

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the Agency in conjunction with this Agreement. The

Attachment: DOC contract Nov 2021 (18705 : Memorandum of Agreement with Florida Dept of Corretions)

Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Sovereign Immunity

The Agency and the Department are State agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein serves as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein constitutes consent by a State agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

C. Confidentiality

The Agency shall ensure all staff assigned to this Agreement maintain confidentiality with reference to individual participants receiving services in accordance with applicable local, State, and federal laws, rules, and regulations.

The Department and the Agency agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and State statutes and regulations adopted pursuant thereto.

The Agency agrees to keep all Department personnel information (i.e., Department's staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing, by the Department.

D. Independent Contractor Status

The Agency shall be an independent contractor in the performance of its duties and responsibilities under this Agreement. The Department shall neither have nor exercise any control or direction over the methods by which the Agency shall perform its work and functions other than as provided herein. This Agreement does not constitute a partnership or a joint venture between the parties.

E. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary of Institutions shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Agreement Manager, and the Contract Administrator.

F. Notices

All notices required or permitted by this Agreement shall be given, in writing, and by hand-delivery or email to the respective addresses of the parties as set forth in Section V. AGREEMENT MANAGEMENT, above. All notices by hand-delivery shall be deemed received on the date of delivery and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Either party may

Attachment: DOC contract Nov 2021 (18705 : Memorandum of Agreement with Florida Dept of Corretions)

change the names, addresses, or telephone numbers set forth in Section V. AGREEMENT MANAGEMENT, above, by written notice given to the other party as provided above.

G. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Agreement Manager.

H. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum, or exhibit attached hereto, nor term, provision, or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

I. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

J. Institutional Security

In carrying out the provisions of this Agreement, the Agency shall comply with all security procedures for vendors doing business in Department's facilities as contained in Department Procedure 602.016, "Entering and Exiting Department of Corrections Institutions," and the Security Requirements for Contractors (Department Form #DC6-264), attached as **Attachment A**.

K. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement, or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, pandemics, strikes, or labor disputes.

L. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, and the Agency may be declared ineligible for further Agreements.

M. Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Section 287.058 (7), F.S., the Agency agrees to disclose any requested information, relevant to the performance of this Agreement, to members or staff of the Florida Senate or the Florida House of Representatives, as required by the Florida Legislature. The Agency is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

Attachment: DOC contract Nov 2021 (18705 : Memorandum of Agreement with Florida Dept of Corretions)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

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

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEIN: _____

FLORIDA DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: Trueby K. Bodiford

TITLE: Procurement Director

DATE: _____

Approved as to form and legality, subject to execution.

SIGNED BY: _____

NAME: Dorothy M. Burnsed

TITLE: Deputy General Counsel

DATE: _____

Attachment: DOC contract Nov 2021 (18705 : Memorandum of Agreement with Florida Dept of Corretions)

Firm Representing: _____

Name of Employee/Vendor: _____
(Print)

FLORIDA DEPARTMENT OF CORRECTIONS

SECURITY REQUIREMENTS FOR CONTRACTORS

(1) Section 944.47, F.S.: Except through regular channels as authorized by the officer-in-charge of the correctional institution, it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send therefrom any of the following articles, which are hereby declared to be contraband.

(a) Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
(b) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
(c) Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
(d) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating or depressing effect. Controlled substances are listed in section 893.03, F.S.
(e) Any firearm or weapon of any kind or any explosive substance. (This includes any weapons left in vehicles)
(f) Any cellular telephone or other portable communication device intentionally and unlawfully introduced inside the secure perimeter of any state correctional institution without prior authorization or consent from the officer in charge of such correctional institution.

A person who violates any provision of this section as it pertains to an article of contraband described in subsections (a), (b), or (f) is guilty of a felony of the third degree. In all other cases, a violation of a provision of this section constitutes a felony of the second degree.

(2) Do not leave keys in ignition locks of motor vehicles. All vehicles must be locked, and windows rolled up when parked on state property. Wheel locking devices may also be required.

(3) Keep all keys in your pockets.

(4) Confirm, with the Institutional Warden, where construction vehicles should be parked.

(5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution.

(6) Absolutely no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.

(7) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.

Attachment: DOC contract Nov 2021 (18705 : Memorandum of Agreement with Florida Dept of Corretions)

(8) Strict tool control will be enforced at all times. Tools within the correctional institution are classified as Class AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each tool box, one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the tool box is brought into the facility, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.

(9) Prior approval must be obtained from the Chief of Security prior to bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.

(10) All construction materials will be delivered into the compound on trucks entering through the sallyport gate. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.

(11) Establish materials storage and working areas with the Warden and/or Chief of Security.

(12) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.

(13) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval prior to shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.

(14) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. **The Department, represented by institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**

_____
Signature of Employee/Vendor

_____ _____
Date Signature of Staff Witness

Attachment: DOC contract Nov 2021 (18705 : Memorandum of Agreement with Florida Dept of Corretions)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Citrus County Forfeiture Fund Request
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

On November 9, 2021, the BOCC acknowledge receipt of Fiscal Year 2020-21 Drug Seizure report reflecting a Cash Carry Forward balance of $141,846. The Anti-Drug Coalition of Citrus County, Inc. is requesting funding of $5,582.98 for the 2021 Red Ribbon Week with additional funding provided by the State in the amount of $2000.00.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
5870-58200	Dist. Of Funds to Other Org.	$116,847	$7,900	0	$108,947

*Prior to award

RECOMMENDED ACTION:

Provide staff direction regarding funding in the amount of $5,582.98 for the Anti Drug Coalition of Citrus County, Inc.

CITRUS COUNTY SHERIFF
A Nationally Accredited Law Enforcement Agency

SHERIFF MIKE PRENDERGAST

Forfeiture Fund Donation Request Certification

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

Date: 11/14/21

This certifies that the attached Donation Request Form and documentation from:

Name: Anti Drug Coalition of Citrus County

In the amount of: $ 5,582.98

Is in compliance with FS 932.755(5)(a) and has been approved by the Sheriff through his designee Major Justin Ferrara. The Sheriff's Office requests Board approval to make the above donation pursuant FS 932.755(5)(b).

Signature: _____ 2816

Colonel Justin Ferrara
Law Enforcement Bureau Commander
Citrus County Sheriff's Office

Attachment: Anti Drug Coalition Forfeiture Fund Req (18692 : Citrus County Forfeiture Fund Request)

CITRUS COUNTY SHERIFF
A Nationally Accredited Law Enforcement Agency

SHERIFF
MIKE PRENDERGAST

DONATION REQUEST FORM
(must be filled out entirely)

Name of Organization: Anti-Drug Coalition of Citrus County, Inc.

Address: 957 South Lois Terrace Ste. 103, Inverness, Fl 34452

Telephone Number: (352) 601-6620 email: rteaster@antidrugcitrus.com

Type of Organization: **(must check one)** X 501(c)(3)

- Is the organization registered with the Department of Agriculture? X Yes___No

  501(c)(3) organizations must be registered with the Department of Agriculture

- Please provide the Department of Agriculture registration number CH31809

____Government Entity

____Other _____

Please provide a detailed explanation of how these funds will be used:

Support Activities and Events associated with Red Ribbon Week(National Drug Prevention Awareness Week in Citrus County Schools

Will these funds be utilized solely in Citrus County? X Yes ____ No

On behalf of the Agency or Organization, I certify that monies received from the Citrus County Forfeiture Fund will be expended for (PLEASE CIRCLE ONE) Crime prevention, safe neighborhood, drug abuse education and/or treatment / prevention programs, in accordance with Chapter 932.7055, Florida Statutes. Furthermore, I understand that, if requested, I shall provide an accounting for the expenditures of such monies to the Citrus County Sheriff's Office within thirty (30) days after the expenditure of the funds.

Approval will be required for each occasion funds are requested.

Signature: Renea Teaster

Date 11/09/21

Printed Name: Renea Teaster, Executive Director

Attachment: Anti Drug Coalition Forfeiture Fund Req (18692 : Citrus County Forfeiture Fund Request)

2021 Red Ribbon Week Itemization -- Citrus County Schools

ANTI-DRUG COALITION OF CITRUS COUNTY

Items for Reimbursement

Gift Cards for Middle School Contest			
	1st Place	$100.00	
	2nd Place	$75.00	
	3rd Place	$50.00	
	Honorable Mentions	$125.00	
			$350.00
Teacher Door Decorating Contest			
	1st Place	$150.00	
	2nd Place(tie this year)	$250.00	
	3rd Place	$100.00	
	4th Place	$75.00	
	5th Place	$50.00	
	Honorable Mentions	$125.00	
			$750.00
Fees for VISA Gift Card Activation			$28.14
Elementary Schools Silicone Bracelets(7400)			$3,244.93
Drawstrings Bags for Middle & High School Displays			$3,209.91

Other Sources of Income

State Funding (Via DCF Block Grant) $2,000.00

Budget Narrative:

The Anti-Drug Coalition of Citrus County is a 501C3 Non-Profit. Currently, the ADC is funded through the Block Grant from the Substance Abuse & Mental Health Services Administration. (SAMHSA)-- This grant from SAMHSA is given to the Florida Dept. of Children and Families who enacts the Managing Entity(LSF Health Systems) to fund Coalitions. LSF Health funds the Community Coalition Alliance (the parent coalition) for the Anti-Drug Coalition of Citrus County, Inc. The funding which the Anti-Drug Coalition receives can only be used for approved "environmental strategies, and evidenced-based practices."

Budget:

Items Purchased for Reimbursement	$7,582.9
State Funding Offset	$2,000.0
Total Budget	$5,582.9

Attachment: Anti Drug Coalition Forfeiture Fund Req (18692 : Citrus County Forfeiture Fund Request)

REIMBURSEMENT REQUEST FORM

Organization: Anti-Drug Coalition of Citrus County

Primary Contact: Renea Teaster

Address: 957 S Lois Terrace Ste 103

City: Inverness, FL Zip: 34452

Email: rteaster@antidrugcitrus.com

Phone: (352) 601-6620

Each expense must include: 1) Paid invoice or cancelled check. 2) Tear sheet, printed sample, or the backup information to substantiate payment. Failure to submit request correctly will delay payment. Reimbursement must be submitted within 60 days following event.

Expense Description	Vendor	Invoice Amount	Reimbursement Amount
Elementary School Giveaways	Positive Promotions	3244.93	3244.93
Middle/High School Giveaways	4 Imprint	3209.91	1209.91
Gift Cards for Teachers & Students	Wal-Mart → 405.00 + 653.14	1128.14	1128.14
Total to be reimbursed to organization		7582.98 → offset by 2000.00	$ 5582.98

I agree that the above information is accurate based upon our records. The funds requested are for reimbursement from the grant awarded by Citrus County and are actual expenses related to the event.

Authorized Agent Signature: Renea Teaster Date: 11-19-21

Attachment: Anti Drug Coalition Forfeiture Fund Req (18692 : Citrus County Forfeiture Fund Request)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Community Food Bank of Citrus County, Inc., Resolution and Lease Agreement
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

Attached to the subject agenda item is a Resolution and Lease Agreement between Citrus County, Florida, a political subdivision of the State of Florida and Community Food Bank of Citrus County, Inc., a Florida Not for Profit Corporation, to lease the Pleasant Grove Fire Station, located at 9658 S Pleasant Grove Rd., Inverness, Florida for the purpose of distributing nutritious quality food to pantries, soup kitchens, and shelters within Citrus County, beginning December 1, 2021 through November 30, 2022 at a rate of $1.00.

BUDGET IMPACT/FUNDING SOURCE:

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

Revenue $1.00

RECOMMENDED ACTION:

a. Discussion and consideration of a request from Community Food Bank of Citrus County, Inc., a Florida Not for Profit Corporation, to lease the Pleasant Grove Fire Station located at 9658 S Pleasant Grove Rd., Inverness, Florida, for the purpose of distributing nutritious quality food to pantries, soup kitchens, and shelters within Citrus County.

b. Adopt and authorize the Chairman to execute a Resolution of the Board acknowledging the request from Community Food Bank of Citrus County, Inc., a Florida Not for Profit Corporation, to lease property owned by the County.

c. Approve and authorize the Chairman to execute the Lease Agreement beginning December 1, 2021, through November 30, 2022.

RESOLUTION NO. 2021 – _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AUTHORIZING LEASE OF SPACE TO COMMUNITY FOOD BANK OF CITRUS COUNTY, INC., A FLORIDA NOT FOR PROFIT CORPORATION.

WHEREAS, Section 125.38, Florida Statutes, provides for the general provisions with regard to how the County acquires, leases and disposes of real property, and

WHEREAS, Citrus County, Florida owns the property known as the Pleasant Grove Fire Station located at 9658 S. Pleasant Grove Rd, Inverness, Florida, and

WHEREAS, Community Food Bank of Citrus County, Inc., a Florida Not for Profit Corporation, is an entity organized for the purpose of promoting the community interest and welfare and proposes to lease the Pleasant Grove Fire Station for the purpose of distributing nutritious quality food to pantries, soup kitchens, and shelters within Citrus County, and

WHEREAS, the Board of County Commissioners of Citrus County, Florida finds that leasing the property to Community Food Bank of Citrus County, Inc., is clearly within the community's best interest and welfare and will benefit Citrus County, Florida and its citizens, and

WHEREAS, the Board of County Commissioners of Citrus County, Florida finds that the space is not needed for use by the County at this time, and

WHEREAS, Section 125.38, Florida Statutes, provides that the County may adopt a resolution for the lease of real property to a Florida Not for Profit Corporation, and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the County to execute a lease agreement with Community Food Bank of Citrus County, Inc., for the Pleasant Grove Fire Station.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, in regular session this_____day of_____, 2021, as follows:

1. The above "whereas clauses" are true and correct and incorporated herein by reference.

2. The Pleasant Grove Fire Station located at 9658 S. Pleasant Grove Rd, Inverness, Florida, is not needed at this time for County purposes.

3. Community Food Bank of Citrus County, Inc., a Florida Not for Profit Corporation,

Attachment: 1c Supporting Documents - Resolution & Lease (18682 : Community Food Bank of Citrus County, Inc., Resolution and Lease

desires to lease the Pleasant Grove Fire Station for a period of one (1) calendar year, beginning on the 1st day of December, 2021, and ending on the 30th day of November, 2022 to promote the community's interest and welfare by utilizing the property forthe purposes of distributing nutritious quality food to pantries, soup kitchens, and shelters within Citrus County.

4. Said use is within the best interest and welfare of Citrus County and thus satisfies the requirements of Section 125.38, Florida Statutes.

5. Community Food Bank of Citrus County, Inc. shall pay rent in the amount of One Dollar ($1.00).

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, Community Food Bank of Citrus County, Inc., to utilize the Pleasant Grove Fire Station for the purpose of distributing nutritious quality food to pantries, soup kitchens, and shelters within Citrus County, and authorizes the Chairman or First Vice-Chairman, respectively, to execute the Lease Agreement, a copy of which is attached hereto as Exhibit "A."

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA, a Political
Subdivision of the State of Florida

ATTEST:

BY: _____

_____
ANGELA VICK, CLERK

_____, CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____
DENISE A. DYMOND LYN
COUNTY ATTORNEY

Attachment: 1c Supporting Documents - Resolution & Lease (18682 : Community Food Bank of Citrus County, Inc., Resolution and Lease

Resolution 2021- _____

EXHIBIT "A"

LEASE AGREEMENT
PLEASANT GROVE FIRE STATION
COMMUNITY FOOD BANK OF CITRUS COUNTY, INC.

Attachment: 1c Supporting Documents - Resolution & Lease (18682 : Community Food Bank of Citrus County, Inc., Resolution and Lease

LEASE AGREEMENT

COMMUNITY FOOD BANK OF CITRUS COUNTY, INC.,
a Florida Not for Profit Corporation

THIS LEASE AGREEMENT, made and entered into on the_____day of_____, 2021, by and between **CITRUS COUNTY, FLORIDA, a Political Subdivision of the State of Florida,** (hereinafter referred to as "COUNTY" or "LESSOR"), and **COMMUNITY FOOD BANK OF CITRUS COUNTY, INC., a Florida Not for Profit Corporation** (hereinafter referred to as "LESSEE"), is for the purpose of establishing each Party's rights and obligations concerning the lease of The Pleasant Grove Fire Station located at 9658 S. Pleasant Grove Rd, Inverness, Florida 34452.

RECITALS:

WHEREAS, COUNTY is the owner of the real property known as the Pleasant Grove Fire Station located at 9658 S. Pleasant Grove Rd, Inverness, Florida; and

WHEREAS, LESSEE is a Florida Not for Profit Corporation and provides services to the community that are considered by the Citrus County Board of County Commissioners to be in the nature of public services; and

WHEREAS, LESSEE intends to use, maintain, and control the Pleasant Grove Fire Station (hereinafter referred to as the "PREMISES"), as set forth herein.

NOW THEREFORE, in exchange for the consideration of the mutual promises, covenants, and conditions contained herein below, the adequacy and sufficiency of which consideration is hereby acknowledged, the parties agree to be legally bound as follows:

I. Recitals. The above recitals are true and correct and are incorporated herein by reference as though fully set forth herein.

II. Term of Lease. The effective period of this Lease Agreement shall be for the period of one (1) calendar year, beginning on the 1st day of December, 2021, and ending on the 30th day of November, 2022.

III. Possessory Interest. LESSEE shall have the right of possession, occupation, and control, inclusive, of the PREMISES, comprised of Two Thousand Eight Hundred and Fifty Four square feet (2,854).

IV. Rent. Rent for the PREMISES, shall be One Dollar ($1.00). The rent shall be due and payable upon execution of this Lease Agreement. Payment shall be submitted to the Citrus County Board of County Commissioners and forwarded to the Citrus County Board of County Commissioners, Attn: Cashier-Leases, 3600 W. Sovereign Path, Suite 127, Lecanto, FL 34461, upon the execution of the Lease Agreement.

Attachment: 1c Supporting Documents - Resolution & Lease (18682 : Community Food Bank of Citrus County, Inc., Resolution and Lease

V. Utilities. LESSEE shall arrange for utilities on premises for the term of the Lease, including but not limited to facilitate turning on/off all electricity, sewer and water service. LESSEE shall arrange and pay for telephone service in its own name and account, if such service is desired. In the event that the utilities are not billed directly to LESSEE and are paid by LESSOR, LESSEE shall reimburse LESSOR all monies paid for the utilities within ten days after receipt of any invoice from LESSOR.

VI. Assignment, Let & Sublet. LESSEE shall not assign this lease or any portion hereof, nor use the PREMISES, or any part thereof, nor permit the same, or any part thereof, for any other purpose than as herein stated. LESSEE shall not let or sublet any portion of the PREMISES without the express written permission of LESSOR.

VII. AS IS. The undersigned LESSEE acknowledges that the Property is being leased absolutely "As Is" with no warranty whatsoever.

VIII. Fixtures, Alterations & Modifications of PREMISES. LESSEE shall not make any alteration or addition to the PREMISES without the written consent of LESSOR. LESSEE shall not add or modify any permanent fixtures without the written consent of LESSOR. In the event that any such fixtures should be allowed, such shall remain the property of LESSOR at the expiration or termination of this Lease Agreement.

IX. Risk of Loss. LESSOR shall assume the risk of loss of the PREMISES, unless caused by negligence of LESSEE. LESSEE shall assume all risk of loss of all fixtures and personal property located at the above-referenced PREMISES at the time of loss. LESSOR shall not be liable for any damage to movable fixtures or any personal property of LESSEE, occupant, or other third party from any catastrophic loss, act of negligence of LESSEE, any co-tenant, occupants, other third party upon the PREMISES, or of any other person or cause whomsoever or whatsoever.

X. Compliance with Laws and Regulations. LESSEE shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and County government and of any and all government departments and bureaus applicable to said PREMISES, including but not limited to the prevention and abatement of nuisances upon or connected with use of the PREMISES.

XI. Damage to Premise and Contents. In the event of a partial destruction of the PREMISES during the term hereof, except that destruction that has been caused by the negligent or intentional acts of LESSEE, LESSOR shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease. If such repairs cannot be made within sixty (60) days, LESSOR, at its option, may make the same within a reasonable time. In the event that LESSOR shall not elect to make repairs, which cannot be made within sixty (60) days, this Lease Agreement may be terminated at the option of either party. In the event that the building in which the demised PREMISES may be situated is destroyed to an extent of not less than one- third of the replacement costs thereof, LESSOR may elect to terminate this Lease

Attachment: 1c Supporting Documents - Resolution & Lease (18682 : Community Food Bank of Citrus County, Inc., Resolution and Lease

Agreement whether the demised PREMISES be injured or not. A total destruction of the building in which the PREMISES may be situated shall terminate this Lease Agreement.

XII. Abandonment, Re-entry, and Acceleration of Rents. If LESSEE shall abandon or vacate said PREMISES before the end of the term of this Lease Agreement, LESSOR may, at its option, forthwith cancel this Lease Agreement and may re-enter and take lawful possession and control of said PREMISES, by force or otherwise, without being liable in any way therefore.

XIII. Maintenance and Repairs. LESSEE, at its sole cost and expense, shall maintain the interior and exterior of PREMISES, including the roof, and shall provide janitorial services to the PREMISES. LESSEE shall maintain the grounds of the PREMISES.

LESSEE agrees to keep the interior and exterior of the PREMISES, including the roof, in good order and repair and in compliance with all applicable codes, laws and rules adopted by governmental agencies having jurisdiction.

LESSEE agrees to service and maintain heating and air conditioning system and equipment. All repairs to the heating and air conditioning system and equipment shall be the responsibility of LESSEE. Major repairs to the grounds caused by LESSEE will also be the responsibility of LESSEE.

LESSEE may elect on a case by case basis to request that LESSOR provide repairs that LESSEE is responsible for, in this event LESSEE would pay a negotiated fee for this service reflective of LESSOR's cost.

XIV. Inspections. LESSOR, or any of its officers, employees or agents, shall have the right but not the responsibility to enter said PREMISES during all reasonable hours, and upon notice to LESSEE, to examine the PREMISES for the purpose of determining upkeep, damage, waste, removal of illegal or unauthorized materials and enforcement of any statute, ordinance, regulation, or rule over which LESSOR has enforcement powers. LESSOR, or any of its officers, employees or agents, shall have the right to enter said PREMISES at any time for the purpose of preventing damage to the PREMISES or the commission of waste thereupon. LESSOR, or any of its officers, employees or agents, shall have the right but not the obligation to enter such PREMISES.

XV. Acceptance and Waiver of Condition of PREMISES. LESSEE has inspected PREMISES and hereby accepts the leased area in the condition it is in at the beginning of this Lease Agreement. LESSEE agrees to maintain the PREMISES in a physical condition that renders it sufficient for occupation. LESSOR makes no representations regarding the condition of the PREMISES in any respect whatsoever.

XVI. Liability for Damage or Injury. It is expressly agreed upon and understood byand between the parties to this Agreement, that LESSOR shall not be liable for any damage or injury which may be sustained by LESSEE or any other person, or for any other damage or injury resulting from the carelessness, negligence, or improper conduct

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on the part of LESSEE, its officers, employees, or agents, or any other occupants or third parties.

XVII. Records. LESSEE will keep and maintain public records required by LESSOR. Upon request from LESSOR's custodian of public records, LESSEE will provide LESSOR with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law.

LESSEE will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if LESSEE does not transfer the records to LESSOR. Upon completion of the Agreement, LESSEE will transfer, at no cost, to LESSOR all public records in possession of LESSEE or keep and maintain public records required by LESSOR. If LESSEE transfers all public records to LESSOR upon completion of the Agreement, LESSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LESSEE keeps and maintains public records upon completion of the Agreement, LESSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LESSOR, upon request from LESSOR'S custodian of public records, in a format that is compatible with the information technology system of LESSOR. If LESSEE does not comply with LESSOR's request for public records, LESSOR shall enforce the contract provisions in accordance with the contract.

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

XVIII. Indemnification. LESSEE shall indemnify, save and hold harmless LESSOR and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent act of, or omission of, LESSEE, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither LESSEE nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of LESSOR or any of its officers, agents or employees. In the eventany lawsuit or other proceeding is brought against LESSOR by reason of any such claim, cause of action or demand, LESSEE shall, upon written notice from LESSOR,

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resist and defend such lawsuit or proceeding by counsel satisfactory to LESSOR or, at LESSOR's option, pay for an attorney selected by LESSOR to defend LESSOR. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The Parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by LESSOR, any sums due LESSEE under this Lease Agreement may be retained by LESSOR until all of LESSOR's claims for indemnification pursuant to this Lease Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by LESSOR.

XIX. Breach of Contract & Cure. The Party alleging breach of this Lease Agreement shall serve upon the other Party written notice indicating the provision of this Lease that is being violated. The Party in breach shall have twenty (20) days upon such notice within which to remedy or cure the breach. If the cure cannot be affected within the time period allowed, the non-breaching Party may terminate this Lease Agreement immediately upon written notice of termination. The uncured breach of any material provision of this Lease Agreement shall be considered a default, entitling the non- breaching party to any remedy available at law or in equity. The failure of a party to provide notice of any breach of this Lease Agreement in any one instance shall not constitute a waiver of any subsequent breach of the same or other provision of this Lease Agreement in any other instance.

XX. Insolvency/Bankruptcy. If LESSEE shall become insolvent or if bankruptcy proceedings shall be initiated by or against LESSEE before the term of this Agreement expires, LESSOR may, at its sole option, elect to accept such satisfaction from LESSEE, its receiver, trustee, or other judicial officer and cancel this Agreement, or LESSOR may pursue its legal and equitable rights against LESSEE. In no instanceshall LESSEE or its receiver, trustee, or other judicial officer ever have any right, title, orinterest in or to the above described PREMISES by virtue of this Lease Agreement.

XXI. Parties. This Lease Agreement shall be binding upon LESSOR, and LESSEE and its officers, directors, agents, legal representatives, heirs, successors in interest and assignees, except as stated above.

XXII. Notice. It is understood and agreed between the Parties hereto that written notice mailed by First Class U.S. Mail or hand delivered by LESSEE to the County Administrator at 3600 West Sovereign Path, Suite 267, Lecanto, Florida 34461, shall constitute sufficient notice to LESSOR under this Agreement, and written notice mailed by First Class U.S. Mail or hand delivered by LESSOR to Community Food Bank of Citrus County, Inc., 5259 W. Cardinal Street, Building B, Homosassa, Florida, 34446, shall constitute sufficient notice to LESSEE under this agreement.

XXIII. Cumulative Rights. The rights of LESSOR under the foregoing shall be cumulative, and failure on the part of LESSOR to exercise promptly any rights given

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hereunder shall not operate to forfeit any of the said rights.

XXIV. Insurance. Insurance requirements will be as specified in Exhibit "A" attached hereto and made part hereof. Current Certificates of Insurance will be provided to the LESSOR annually, and non-compliance shall be a basis for termination of this Agreement.

XXV. Authorized Activities. LESSOR agrees that LESSEE may use the PREMISES for the purpose of distributing nutritious quality food to pantries, soup kitchens, and shelters within Citrus County.

XXVI. Identity of Interest. The execution of this Lease Agreement or the performance of any of the terms hereof shall not be deemed or construed in any way to have the effect of creating, between LESSOR and LESSEE, the relationship of principal and agent or of a partnership, joint venture, or other relationship between the parties hereto other than solely that of LESSOR and LESSEE. This Lease Agreement shall not be construed to create in LESSEE any right of ownership, possession, or control of the PREMISES other than as expressly set forth herein. Further, this Lease Agreementshall not be construed to be a waiver of sovereign immunity. This Lease Agreement shall also not be construed to create any right bestowed upon any third parties.

XXVII. Non-Discrimination. Both Parties to this Lease Agreement agree not to discriminate against any person on the basis of race, religion, national origin, age, sex, creed, handicap or marital status, sexual orientation, gender identity or expression or veteran's status in the use of the PREMISES pursuant to this Lease Agreement.

XXVIII. Termination. This Lease Agreement may be terminated by either Party hereto with or without cause upon thirty (30) days written notice tendered to the other Party of the intent to terminate this Agreement. In the event the property is not used, or ceases to be used, for the purpose set forth herein, the lease term shall immediately cease and Lessor shall have the right to reenter the property.

XXIX. Amendments. No amendment or modification of this Lease Agreement, or any part hereof, shall be valid or effective unless in writing and signed by all Parties hereto. No waiver of any term, condition, provision, or breech of this Lease Agreement shall be effective unless in writing, signed by the Party to be charged.

XXX. Integration. This Lease Agreement constitutes the entire agreement between the Parties hereto. All prior written or oral agreements, representations, or understandings between the Parties on the same subject matter are of no force or effect whatsoever.

XXXI. Governing Law & Venue. This Lease Agreement and the rights and responsibilities of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising under any provision of this Lease Agreement shall be the appropriate State Court in Citrus County, Florida, and any Appellate Court having jurisdiction.

Attachment: 1c Supporting Documents - Resolution & Lease (18682 : Community Food Bank of Citrus County, Inc., Resolution and Lease

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement for the purpose herein expressed the day and year above written:

LESSEE:

COMMUNITY FOOD BANK OF CITRUS COUNTY, INC., A FLORIDA NOT FOR PROFIT CORPORATION

BY: _____
Stephen Ponticos, President

_____
Witness

_____
Printed Name

_____
Witness

_____
Printed Name

STATE OF _____

COUNTY OF_____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Stephen Ponticos, as President of Community Food Bank of Citrus County, Inc., a Florida Not for Profit Corporation, on behalf of said corporation, who is personally known to me or who produced_____as identification.

Witness my hand and official seal this_____day of_____, 2021.

_____
Notary Public, State of Florida
Printed Name: _____
Commission No._____
Expiration Date: _____
LESSOR:

Attachment: 1c Supporting Documents - Resolution & Lease (18682 : Community Food Bank of Citrus County, Inc., Resolution and Lease

Resolution 2021- _____

ATTEST:

_____
Angela Vick, Clerk

CITRUS COUNTY, FLORIDA

BY: _____
_____, Chairman

Approved as to Form for the
Reliance of Citrus County Only:

_____
Denise A. Dymond Lyn, County Attorney

Attachment: 1c Supporting Documents - Resolution & Lease (18682 : Community Food Bank of Citrus County, Inc., Resolution and Lease

EXHIBIT "A"
CITRUS COUNTY, FLORIDA

MINIMUM INSURANCE REQUIREMENTS

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

A. COMMERCIAL GENERAL LIABILITY

1.) Lessee must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

B. AUTOMOBILE LIABILITY

1) Lessee must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event the Lessee does not own vehicles, the Lessee shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

C. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

1) Lessee must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or aboutnavigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.

2) For any officer of a Lessee that has exempt status as an individual, the County requires proof of workers' compensation insurance coverage for that Lessee/employer/owner's employees. If the Lessee/employer/owner or individual has applied for a workers' compensation exemption, the County does not recognize this exemption to extend to the employees of the Lessee/employer/owner.

3) The purpose of this section is to ensure that all Lessees, sub-contractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of sub- contractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

Attachment: 1c Supporting Documents - Resolution & Lease (18682 : Community Food Bank of Citrus County, Inc., Resolution and Lease

D. OTHER INSURANCE PROVISIONS

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

2) The project's proposal number should be noted on the certificate.

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

4) All required insurance policies must be maintained until the lease term expires; inaddition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

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

6) The Lessee's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintainedby the County, its officials, employees or volunteers shall be excess of Lessee's insurance and shall be noncontributory.

7) **For all policies of insurance:** The Lessee, and its insurance carrier, **waive all subrogation rights** against the County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiverof our Right to Recover from Others for Workers Compensation coverage.

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

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

Attachment: 1c Supporting Documents - Resolution & Lease (18682 : Community Food Bank of Citrus County, Inc., Resolution and Lease

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

11) **All** Certificates must show that the Lessee's policies have been endorsed per the requirements.

12) Once ALL paperwork is completed and received by the County, an email will be sent to Lessee requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is $19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Lessee's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (C0I) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to the County. Lessee will not be allowed to occupy premises until registration is completed and a compliant Certificate of Insurance is received from Lessee's agent(s).

Attachment: 1c Supporting Documents - Resolution & Lease (18682 : Community Food Bank of Citrus County, Inc., Resolution and Lease

LEASE AGREEMENT

COMMUNITY FOOD BANK OF CITRUS COUNTY, INC., a Florida Not for Profit Corporation

THIS LEASE AGREEMENT, made and entered into on the_____day of_____, 2021, by and between **CITRUS COUNTY, FLORIDA, a Political Subdivision of the State of Florida,** (hereinafter referred to as "COUNTY" or "LESSOR"), and **COMMUNITY FOOD BANK OF CITRUS COUNTY, INC., a Florida Not for Profit Corporation** (hereinafter referred to as "LESSEE"), is for the purpose of establishing each Party's rights and obligations concerning the lease of The Pleasant Grove Fire Station located at 9658 S. Pleasant Grove Rd, Inverness, Florida 34452.

RECITALS:

WHEREAS, COUNTY is the owner of the real property known as the Pleasant Grove Fire Station located at 9658 S. Pleasant Grove Rd, Inverness, Florida; and

WHEREAS, LESSEE is a Florida Not for Profit Corporation and provides services to the community that are considered by the Citrus County Board of County Commissioners to be in the nature of public services; and

WHEREAS, LESSEE intends to use, maintain, and control the Pleasant Grove Fire Station (hereinafter referred to as the "PREMISES"), as set forth herein.

NOW THEREFORE, in exchange for the consideration of the mutual promises, covenants, and conditions contained herein below, the adequacy and sufficiency of which consideration is hereby acknowledged, the parties agree to be legally bound as follows:

I. Recitals. The above recitals are true and correct and are incorporated herein by reference as though fully set forth herein.

II. Term of Lease. The effective period of this Lease Agreement shall be for the period of one (1) calendar year, beginning on the 1st day of December, 2021, and ending on the 30th day of November, 2022.

III. Possessory Interest. LESSEE shall have the right of possession, occupation, and control, inclusive, of the PREMISES, comprised of Two Thousand Eight Hundred and Fifty Four square feet (2,854).

IV. Rent. Rent for the PREMISES, shall be One Dollar ($1.00). The rent shall be due and payable upon execution of this Lease Agreement. Payment shall be submitted to the Citrus County Board of County Commissioners and forwarded to the Citrus County Board of County Commissioners, Attn: Cashier-Leases, 3600 W. Sovereign Path, Suite 127, Lecanto, FL 34461, upon the execution of the Lease Agreement.

Attachment: 1d Supporting Documents - Lease (18682 : Community Food Bank of Citrus County, Inc., Resolution and Lease Agreement)

V. Utilities. LESSEE shall arrange for utilities on premises for the term of the Lease, including but not limited to facilitate turning on/off all electricity, sewer and water service. LESSEE shall arrange and pay for telephone service in its own name and account, if such service is desired. In the event that the utilities are not billed directly to LESSEE and are paid by LESSOR, LESSEE shall reimburse LESSOR all monies paid for the utilities within ten days after receipt of any invoice from LESSOR.

VI. Assignment, Let & Sublet. LESSEE shall not assign this lease or any portion hereof, nor use the PREMISES, or any part thereof, nor permit the same, or any part thereof, for any other purpose than as herein stated. LESSEE shall not let or sublet any portion of the PREMISES without the express written permission of LESSOR.

VII. AS IS. The undersigned LESSEE acknowledges that the Property is being leased absolutely "As Is" with no warranty whatsoever.

VIII. Fixtures, Alterations & Modifications of PREMISES. LESSEE shall not make any alteration or addition to the PREMISES without the written consent of LESSOR. LESSEE shall not add or modify any permanent fixtures without the written consent of LESSOR. In the event that any such fixtures should be allowed, such shall remain the property of LESSOR at the expiration or termination of this Lease Agreement.

IX. Risk of Loss. LESSOR shall assume the risk of loss of the PREMISES, unless caused by negligence of LESSEE. LESSEE shall assume all risk of loss of all fixtures and personal property located at the above-referenced PREMISES at the time of loss. LESSOR shall not be liable for any damage to movable fixtures or any personal property of LESSEE, occupant, or other third party from any catastrophic loss, act of negligence of LESSEE, any co-tenant, occupants, other third party upon the PREMISES, or of any other person or cause whomsoever or whatsoever.

X. Compliance with Laws and Regulations. LESSEE shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and County government and of any and all government departments and bureaus applicable to said PREMISES, including but not limited to the prevention and abatement of nuisances upon or connected with use of the PREMISES.

XI. Damage to Premise and Contents. In the event of a partial destruction of the PREMISES during the term hereof, except that destruction that has been caused by the negligent or intentional acts of LESSEE, LESSOR shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease. If such repairs cannot be made within sixty (60) days, LESSOR, at its option, may make the same within a reasonable time. In the event that LESSOR shall not elect to make repairs, which cannot be made within sixty (60) days, this Lease Agreement may be terminated at the option of either party. In the event that the building in which the demised PREMISES may be situated is destroyed to an extent of not less than one- third of the replacement costs thereof, LESSOR may elect to terminate this Lease

Attachment: 1d Supporting Documents - Lease (18682 : Community Food Bank of Citrus County, Inc., Resolution and Lease Agreement)

Agreement whether the demised PREMISES be injured or not. A total destruction of the building in which the PREMISES may be situated shall terminate this Lease Agreement.

XII. Abandonment, Re-entry, and Acceleration of Rents. If LESSEE shall abandon or vacate said PREMISES before the end of the term of this Lease Agreement, LESSOR may, at its option, forthwith cancel this Lease Agreement and may re-enter and take lawful possession and control of said PREMISES, by force or otherwise, without being liable in any way therefore.

XIII. Maintenance and Repairs. LESSEE, at its sole cost and expense, shall maintain the interior and exterior of PREMISES, including the roof, and shall provide janitorial services to the PREMISES. LESSEE shall maintain the grounds of the PREMISES.

LESSEE agrees to keep the interior and exterior of the PREMISES, including the roof, in good order and repair and in compliance with all applicable codes, laws and rules adopted by governmental agencies having jurisdiction.

LESSEE agrees to service and maintain heating and air conditioning system and equipment. All repairs to the heating and air conditioning system and equipment shall be the responsibility of LESSEE. Major repairs to the grounds caused by LESSEE will also be the responsibility of LESSEE.

LESSEE may elect on a case by case basis to request that LESSOR provide repairs that LESSEE is responsible for, in this event LESSEE would pay a negotiated fee for this service reflective of LESSOR's cost.

XIV. Inspections. LESSOR, or any of its officers, employees or agents, shall have the right but not the responsibility to enter said PREMISES during all reasonable hours, and upon notice to LESSEE, to examine the PREMISES for the purpose of determining upkeep, damage, waste, removal of illegal or unauthorized materials and enforcement of any statute, ordinance, regulation, or rule over which LESSOR has enforcement powers. LESSOR, or any of its officers, employees or agents, shall have the right to enter said PREMISES at any time for the purpose of preventing damage to the PREMISES or the commission of waste thereupon. LESSOR, or any of its officers, employees or agents, shall have the right but not the obligation to enter such PREMISES.

XV. Acceptance and Waiver of Condition of PREMISES. LESSEE has inspected PREMISES and hereby accepts the leased area in the condition it is in at the beginning of this Lease Agreement. LESSEE agrees to maintain the PREMISES in a physical condition that renders it sufficient for occupation. LESSOR makes no representations regarding the condition of the PREMISES in any respect whatsoever.

XVI. Liability for Damage or Injury. It is expressly agreed upon and understood byand between the parties to this Agreement, that LESSOR shall not be liable for any damage or injury which may be sustained by LESSEE or any other person, or for any other damage or injury resulting from the carelessness, negligence, or improper conduct

Attachment: 1d Supporting Documents - Lease (18682 : Community Food Bank of Citrus County, Inc., Resolution and Lease Agreement)

on the part of LESSEE, its officers, employees, or agents, or any other occupants or third parties.

XVII. Records. LESSEE will keep and maintain public records required by LESSOR. Upon request from LESSOR's custodian of public records, LESSEE will provide LESSOR with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law.

LESSEE will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if LESSEE does not transfer the records to LESSOR. Upon completion of the Agreement, LESSEE will transfer, at no cost, to LESSOR all public records in possession of LESSEE or keep and maintain public records required by LESSOR. If LESSEE transfers all public records to LESSOR upon completion of the Agreement, LESSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LESSEE keeps and maintains public records upon completion of the Agreement, LESSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LESSOR, upon request from LESSOR'S custodian of public records, in a format that is compatible with the information technology system of LESSOR. If LESSEE does not comply with LESSOR's request for public records, LESSOR shall enforce the contract provisions in accordance with the contract.

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

XVIII. Indemnification. LESSEE shall indemnify, save and hold harmless LESSOR and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent act of, or omission of, LESSEE, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither LESSEE nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of LESSOR or any of its officers, agents or employees. In the eventany lawsuit or other proceeding is brought against LESSOR by reason of any such claim, cause of action or demand, LESSEE shall, upon written notice from LESSOR,

Attachment: 1d Supporting Documents - Lease (18682 : Community Food Bank of Citrus County, Inc., Resolution and Lease Agreement)

resist and defend such lawsuit or proceeding by counsel satisfactory to LESSOR or, at LESSOR's option, pay for an attorney selected by LESSOR to defend LESSOR. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The Parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by LESSOR, any sums due LESSEE under this Lease Agreement may be retained by LESSOR until all of LESSOR's claims for indemnification pursuant to this Lease Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by LESSOR.

XIX. Breach of Contract & Cure. The Party alleging breach of this Lease Agreement shall serve upon the other Party written notice indicating the provision of this Lease that is being violated. The Party in breach shall have twenty (20) days upon such notice within which to remedy or cure the breach. If the cure cannot be affected within the time period allowed, the non-breaching Party may terminate this Lease Agreement immediately upon written notice of termination. The uncured breach of any material provision of this Lease Agreement shall be considered a default, entitling the non- breaching party to any remedy available at law or in equity. The failure of a party to provide notice of any breach of this Lease Agreement in any one instance shall not constitute a waiver of any subsequent breach of the same or other provision of this Lease Agreement in any other instance.

XX. Insolvency/Bankruptcy. If LESSEE shall become insolvent or if bankruptcy proceedings shall be initiated by or against LESSEE before the term of this Agreement expires, LESSOR may, at its sole option, elect to accept such satisfaction from LESSEE, its receiver, trustee, or other judicial officer and cancel this Agreement, or LESSOR may pursue its legal and equitable rights against LESSEE. In no instanceshall LESSEE or its receiver, trustee, or other judicial officer ever have any right, title, orinterest in or to the above described PREMISES by virtue of this Lease Agreement.

XXI. Parties. This Lease Agreement shall be binding upon LESSOR, and LESSEE and its officers, directors, agents, legal representatives, heirs, successors in interest and assignees, except as stated above.

XXII. Notice. It is understood and agreed between the Parties hereto that written notice mailed by First Class U.S. Mail or hand delivered by LESSEE to the County Administrator at 3600 West Sovereign Path, Suite 267, Lecanto, Florida 34461, shall constitute sufficient notice to LESSOR under this Agreement, and written notice mailed by First Class U.S. Mail or hand delivered by LESSOR to Community Food Bank of Citrus County, Inc., 5259 W. Cardinal Street, Building B, Homosassa, Florida, 34446, shall constitute sufficient notice to LESSEE under this agreement.

XXIII. Cumulative Rights. The rights of LESSOR under the foregoing shall be cumulative, and failure on the part of LESSOR to exercise promptly any rights given

Attachment: 1d Supporting Documents - Lease (18682 : Community Food Bank of Citrus County, Inc., Resolution and Lease Agreement)

hereunder shall not operate to forfeit any of the said rights.

XXIV. Insurance. Insurance requirements will be as specified in Exhibit "A" attached hereto and made part hereof. Current Certificates of Insurance will be provided to the LESSOR annually, and non-compliance shall be a basis for termination of this Agreement.

XXV. Authorized Activities. LESSOR agrees that LESSEE may use the PREMISES for the purpose of distributing nutritious quality food to pantries, soup kitchens, and shelters within Citrus County.

XXVI. Identity of Interest. The execution of this Lease Agreement or the performance of any of the terms hereof shall not be deemed or construed in any way to have the effect of creating, between LESSOR and LESSEE, the relationship of principal and agent or of a partnership, joint venture, or other relationship between the parties hereto other than solely that of LESSOR and LESSEE. This Lease Agreement shall not be construed to create in LESSEE any right of ownership, possession, or control of the PREMISES other than as expressly set forth herein. Further, this Lease Agreement shall not be construed to be a waiver of sovereign immunity. This Lease Agreement shall also not be construed to create any right bestowed upon any third parties.

XXVII. Non-Discrimination. Both Parties to this Lease Agreement agree not to discriminate against any person on the basis of race, religion, national origin, age, sex, creed, handicap or marital status, sexual orientation, gender identity or expression or veteran's status in the use of the PREMISES pursuant to this Lease Agreement.

XXVIII. Termination. This Lease Agreement may be terminated by either Party hereto with or without cause upon thirty (30) days written notice tendered to the other Party of the intent to terminate this Agreement. In the event the property is not used, or ceases to be used, for the purpose set forth herein, the lease term shall immediately cease and Lessor shall have the right to reenter the property.

XXIX. Amendments. No amendment or modification of this Lease Agreement, or any part hereof, shall be valid or effective unless in writing and signed by all Parties hereto. No waiver of any term, condition, provision, or breech of this Lease Agreement shall be effective unless in writing, signed by the Party to be charged.

XXX. Integration. This Lease Agreement constitutes the entire agreement between the Parties hereto. All prior written or oral agreements, representations, or understandings between the Parties on the same subject matter are of no force or effect whatsoever.

XXXI. Governing Law & Venue. This Lease Agreement and the rights and responsibilities of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising under any provision of this Lease Agreement shall be the appropriate State Court in Citrus County, Florida, and any Appellate Court having jurisdiction.

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IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement for the purpose herein expressed the day and year above written:

LESSEE:

COMMUNITY FOOD BANK OF CITRUS COUNTY, INC., A FLORIDA NOT FOR PROFIT CORPORATION

BY: _____
Stephen Ponticos, President

_____
Witness

Barbara Sprague
Printed Name

_____
Witness

Alyson Freeman
Printed Name

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 Stephen Ponticos, as President of Community Food Bank of Citrus County, Inc., a Florida Not for Profit Corporation, on behalf of said corporation, who is personally known to me or who produced_____as identification.

Witness my hand and official seal this 19 day of Nov., 2021.

Janie Louise Palmer
Notary Public, State of Florida
Printed Name: Janie Louise Palmer
Commission No._____
Expiration Date: _____
LESSOR:

Notary Public State of Florida
Janie Louise Palmer
My Commission GG 294335
Expires 01/23/2023

Attachment: 1d Supporting Documents - Lease (18682 : Community Food Bank of Citrus County, Inc., Resolution and Lease Agreement)

Resolution 2021- _____

ATTEST:

_____
Angela Vick, Clerk

CITRUS COUNTY, FLORIDA

BY: _____
_____, Chairman

Approved as to Form for the
Reliance of Citrus County Only:

_____
Denise A. Dymond Lyn, County Attorney

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1.) Lessee must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

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1) Lessee must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or aboutnavigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.

2) For any officer of a Lessee that has exempt status as an individual, the County requires proof of workers' compensation insurance coverage for that Lessee/employer/owner's employees. If the Lessee/employer/owner or individual has applied for a workers' compensation exemption, the County does not recognize this exemption to extend to the employees of the Lessee/employer/owner.

3) The purpose of this section is to ensure that all Lessees, sub-contractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of sub- contractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

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2) The project's proposal number should be noted on the certificate.

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

4) All required insurance policies must be maintained until the lease term expires; inaddition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

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

6) The Lessee's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintainedby the County, its officials, employees or volunteers shall be excess of Lessee's insurance and shall be noncontributory.

7) **For all policies of insurance:** The Lessee, and its insurance carrier, **waive all subrogation rights** against the County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiverof our Right to Recover from Others for Workers Compensation coverage.

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

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

Attachment: 1d Supporting Documents - Lease (18682 : Community Food Bank of Citrus County, Inc., Resolution and Lease Agreement)

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

11) **All** Certificates must show that the Lessee's policies have been endorsed per the requirements.

12) Once ALL paperwork is completed and received by the County, an email will be sent to Lessee requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is $19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Lessee's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (C0I) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to the County. Lessee will not be allowed to occupy premises until registration is completed and a compliant Certificate of Insurance is received from Lessee's agent(s).

Attachment: 1d Supporting Documents - Lease (18682 : Community Food Bank of Citrus County, Inc., Resolution and Lease Agreement)

AGENDA MEMORANDUM

FROM:	Craig Stevens, Fire Chief
SUBJECT:	Interfacility Transport Agreement Citrus HMA LLC d/b/a Bravera Health Seven Rivers Hospital
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

Interfacility transport is used to transport patients who have been medically stabilized at one hospital and need to be transferred to another hospital for higher-level care.

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 Interfacility Transport Agreement between Citrus County, Florida and Citrus HMA, LLC d/b/a Bravera Health Seven Rivers Hospital to provide ambulance services from Bravera Health ER Citrus Hills (freestanding emergency department) to Bravera Health Seven Rivers or other Bravera network hospitals as agreed by the parties.

INTERFACILITY TRANSPORT AGREEMENT

THIS AGREEMENT is made between Citrus County, Florida ("Provider"), and Citrus HMA, LLC d/b/a Bravera Health Seven Rivers Hospital (the "Customer"). The Customer is an acute care hospital system. The General Terms and Conditions and Exhibits/Addendums are attached and incorporated by reference herein.

Commencement Date: Effective Upon Last Signature

Term: ☒ 12 Months

Automatic Renewal for Successive Terms: No

Service Area: In and around Citrus County and in other areas as mutually agreed upon by both parties

Agreement Applicable To Multiple Customer Locations: ☒ Yes
(if Yes, all Customer locations names and addresses will be required in Billing Information Section)

Services Provided (Please check all applicable):

Ambulance Services from Bravera Health ER Citrus Hills (Freestanding Emergency Department) at 907 W. Norvell Bryant Hwy, Hernando, FL 34429 to Bravera Health Seven Rivers (the Hospital) at 6201 N. Suncoast Blvd., Crystal River, FL 34428, or other Bravera network hospital as agreed by the parties

☒ "Advanced Life Support" or "ALS"

☒ "Basic Life Support Service" or "BLS"

☐ "Specialty/Critical Care Transportation" or "SCT" or "CCT"

Rates:

Ambulance Services:

☒ Medicare Fee Schedule (for any questions regarding the current and prevailing Medicare Fee Schedule rates, please contact your account representative or see http://www.cms.hhs.gov/AmbulanceFeeSchedule/02_afspuf.asp#TopOfPage). These rates are subject to rural mileage adjustments, pursuant to the Medicare Fee Schedule.

Ambulance Services	HCPC	Current Medicare Fee Schedule Rates as last published by CMS
BLS Non- Emergency (each way)	A0428	**$226.97**
BLS Emergency (each way)	A0429	**$363.14**
ALS1 Non- Emergency (each way)	A0426	**$272.36**
ALS1-Emergency (each way)	A0427	**$431.23**
ALS2 (each way)	A0433	**$624.15**
Mileage, per urban mile	A0425	**$7.63**

00939509

Attachment: Bravera Partially Signed Agreement Citrus HMA LLC d/b/a Bravera Health Seven Rivers (18670 : Interfacility Transport Agreement

INTERFACILITY TRANSPORT AGREEMENT
Business Terms

Rate Adjustments:

Ambulance Services:

☒ Automatic adjustment when Medicare Fee Schedule adjusts (typically January 1st)

Provider may also notify Customer at any time in writing of a rate adjustment (for Ambulance Services) due to changed circumstances, e.g. increase in fuel costs, new regulatory requirements or new clinical standards. The rate adjustment shall become effective thirty (30) days after Provider's notification unless the Customer has objected in writing to the rate adjustment before expiration of the notice period.

Payor of Last Resort: ☐ No

Payment Terms: ☒ NET 30 Section 5(b)

Legal Notices:

Customer:	**Provider:**
Attn: CEO Bravera Health Seven Rivers 6201 N Suncoast Blvd Crystal River, FL 34428 (352) 795-6560 Office 352-795-8365 | Fax 352-795-8369 | Cell 813-380-7476 Bravera Health Seven Rivers FSED 6201 N Suncoast Blvd Crystal River, FL 34428 352-795-6560 linda.stockton@braverahealth.com	Attn: Chief Craig Stevens Citrus County Fire Rescue 3600 W. Sovereign Path, Suite 141 Lecanto, FL 34461 Phone: 352-527-5406 Email: Craig.Stevens @citruscountyfire.com

Attachment: Bravera Partially Signed Agreement (18670 : Interfacility Transport Agreement Citrus HMA LLC d/b/a Bravera Health Seven Rivers

INTERFACILITY TRANSPORT AGREEMENT
Business Terms

Billing Information:

Customer Billing Information (Mandatory):	**Provider Billing Contact Information:**
Customer Invoices Sent To: Accounts Payable Bravera Health Seven Rivers 6201 N Suncoast Blvd Crystal River, FL 34428 (352) 795-6560 Invoices To Customer Sent (select one): ☒ Monthly Customer Taxpayer Number: TBP Customer Payment Method (select one): ☒ Check EFT is the preferred method of payment Customer Payor Name On Payment (if different than Legal Name): Customer Parent Company Information (if known): Community Health Systems 4000 Meridian Boulevard Franklin, TN 37067 615-465-7000 http://www.chs.net/	Erin Olson Citrus County Fire Services 3600 W. Sovereign Path Lecanto, FL 34461 (352) 527-5406

Attachment: Bravera Partially Signed Agreement (18670 : Interfacility Transport Agreement Citrus HMA LLC d/b/a Bravera Health Seven Rivers

INTERFACILITY TRANSPORT AGREEMENT
Business Terms

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

"Customer"	**"Provider"**
By: Linda C. Stockton	By:
Print Name: Linda C. Stockton	Print Name: Ronald E. Kitchen, Jr.
Title: CEO	Title: Chairman

Attachment: Bravera Partially Signed Agreement (18670 : Interfacility Transport Agreement Citrus HMA LLC d/b/a Bravera Health Seven Rivers

INTERFACILITY TRANSPORT AGREEMENT
Business Terms

1. **Provision of Services.** If Provider accepts a request for services, Provider will provide the services checked in the Business Terms (the "Services") to patients of the Customer ("Patients") on the conditions, if any, described in Business Terms and in the service area(s) described in the Business Terms (the "Service Area"), as requested by the Customer and/or its agents.

2. **Compliance.** The parties will comply in all material respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute. Provider ambulances will conform to applicable state and local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients. All personnel staffing vehicles that provide the Services will be licensed or certified as required by applicable law.

3. **Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the Services.

4. **Scheduling of Services.** There will be no minimum notice required for the provision of emergency advanced life support or emergency basic life support Services, if such Services are to be provided hereunder. The Customer will provide a minimum of 2 hours' notice for non-emergency ambulance Services, to the extent such notice is practicable. The provider will respond within 90 minutes for SCT/CCT/ALS transport requests and 90 minutes for BLS requests.

5. **Compensation and Billing.**

a. General. For purposes of calculating mileage charges, Provider shall round up to the next whole mile (regardless of any different practices within the industry). Prior to or at the commencement of any Service or after any SCT Services that utilize Customer personnel, the Customer shall provide Provider with Patient billing information, including all documentation necessary for third-party reimbursement and determination of medical necessity. Such information and documentation shall include, but will not necessarily be limited to: Patient name, social security number and Medicare and Medicaid numbers, where applicable; the origin and destination; available medical history, patient condition and reason for the transport; and physician certification statement, when required. Customer shall further permit Provider to access its registration and admission systems in order to obtain Patient demographic and insurance information and other documentation deemed necessary by Provider to bill for Services. The Customer will pay to Provider the amounts set out in the Business Terms for Services provided to all Patients for which Customer is deemed financially responsible under applicable law (e.g., Patients whose transports are covered by the Medicare DRG or PPS payment to the Customer) and other Patients for whom the Customer assumes responsibility for payment (collectively, "Customer Responsible Patients").

Customer shall notify Patients when it is not financially responsible for the Services.

b. **Invoicing and Payment.** For all Customer Responsible Patients, Provider shall provide a written invoice to Customer. Customer shall make payment to Provider within thirty (30) days of the invoice date. If Customer misplaces or loses Provider invoice, Provider will only re-transmit the invoice one (1) additional time without charge to Customer. For any subsequent re-transmission of an invoice, Customer shall reimburse Provider a fee of two hundred fifty dollars ($250). The invoice shall be a summary bill and contain no more than the date of service, level of service, patient identifier, and charge. There shall be no specialized billing forms, e.g., CMS 1500 forms.

c. **Billing Disputes.** Customer shall have sixty (60) days from invoice date to dispute any charges on the invoice. Customer must make its dispute in writing to Provider billing contact in this Agreement and must explain its grounds for the dispute with specificity. Customer shall timely pay for any and all undisputed portions of Provider invoice. Customer's failure to dispute charges in writing within this period shall be a waiver of its right to further dispute the charges and shall be confirmation that the amounts are due and owing.

d. **Recoupments**. In the event Medicare or other third party payor pays Provider for Services and subsequently recoups a payment from Provider on the grounds that the Patient was a Customer Responsible Patient, the Customer shall pay Provider for such transport within thirty (30) days of invoice for same, even if such recoupment and invoice occurs after termination of this Agreement.

e. **Rate Escalation for Untimely Payment.** In the event that Customer does not pay the undisputed portion of any invoice within sixty (60) days from the date of invoice, the rates for Customer Responsible Patients shall, at Provider option, revert to Provider full Usual and Customary rates, i.e., Provider published charges in effect at the time of services.

f. **Payor of Last Resort.** If checked YES in the Business Terms, in addition to being financially responsible for Customer Responsible Patients as defined in Section 5, Customer shall be financially responsible as a payor of last resort for all Provider transports from or ordered by its facilities and shall in good faith reimburse Provider as set forth herein without delay or condition. As the payor of last resort, Customer shall be financially responsible for: (i) Patients without third party coverage or other means of payment for Services; and (ii) Patients whose Services were requested by Customer that are denied preauthorization or coverage by any payor based on medical necessity grounds or other grounds. Provider will not invoice Customer as the payor of last resort until after it has made reasonable efforts to collect amounts owed from the primary payor and, if applicable, any secondary payors. The Services will then be billed to Customer as the payor of last resort at the rates and terms set forth in the Business Terms. "Reasonable efforts" shall mean Provider has pursued payment from other sources (including the Patient if the Patient has the ability to pay) for a maximum of sixty (60) days from the date of Services and has not received payment for the Services. Reasonable efforts shall not mean that Provider has to exhaust all potential sources of payment.

6. **Hardship.** If the Customer brings to Provider attention, with verification, that a financial hardship exists for a Patient as defined in Provider's Corporate Policy on Compassionate Care, Provider will use commercially reasonable efforts to reach a reasonable financial accommodation with the Patient or his or her family consistent with such Policy.

7. **Selection of Provider.** Except as provided below, Provider shall be one of the Customer's preferred providers of Services for all Customer Responsible Patients. Provider shall not be responsible for ensuring that any services will be

Attachment: Bravera Partially Signed Agreement (18670 : Interfacility Transport Agreement Citrus HMA LLC d/b/a Bravera Health Seven Rivers

provided by another provider, or for any aspect of any such services that are so provided. Unless Provider informs the Customer in writing that payment for a backup provider should be made to Provider, Provider shall have no financial responsibility for any other provider's charges and such charges shall be paid by the Customer. The Customer may utilize the provider of its choice if Provider informs the Customer that it cannot provide Services and no pre-approved backup provider is available to respond within a time period that is reasonable in light of the Patient's condition, and neither party shall be in breach of this Agreement as a result thereof. Notwithstanding anything in this Section 7, a Patient or third party payor may choose to utilize another available provider, except to the extent that such choice is in conflict with any statute, regulation or ordinance.

8. **Insurance.** Provider represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the industry and workers' compensation insurance in the statutory required amounts.

9. **Record Retention.** Provider will retain books and records respecting Services rendered to Patients for the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.

10. **Term.** The initial term of this Agreement shall start on the Commencement Date as set forth in the Business Terms and be for the term set forth in the Business Terms. The initial term and all renewal terms shall be cumulatively referred to as the "Term". This Agreement will automatically renew if checked YES in the Business Terms.

11. **Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon sixty (60) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice thereof to the other party. Notwithstanding the foregoing: (i) Provider may terminate this Agreement upon a default by the Customer in the payment of monies due and owing to Provider if such breach is not cured within ten (10) days of notice thereof to the Customer; (ii) the Customer may terminate this Agreement upon the repeated failure of Provider to respond to requests by the Customer for the provision of Services to Patients within the Service Area, if such failure is not cured within ten (10) days of notice thereof to Provider; and (iii) either party may terminate this Agreement immediately upon notice to the other following the loss or suspension of licensure or insurance coverage.

12. **Legal Notices**. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses listed in the Business Terms.

13. **Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements.

14. **Referrals**. It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

15. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. Provider and Customer administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.

16. **Force Majeure.** Provider shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.

17. **HIPAA.** Each party shall comply with the privacy and security provisions of the *Health Insurance Portability and Accountability Act of 1996,* the *Health Information Technology for Economic and Clinical Health Act* and the regulations thereunder (collectively, "HIPAA"). The Customer shall reasonably assist Provider in complying with HIPAA, including assisting Provider in providing Provider notice of privacy practices to Patients prior to non-emergency transports and as soon as reasonably possible after emergency transports, and obtaining an acknowledgment of delivery of such notices for non-emergency transports. Each party acknowledges and agrees that it is considered a covered entity under HIPAA. Accordingly, both parties are permitted to use and disclose Protected Health Information in accordance with HIPAA without an additional written authorization of the Patient as long as both parties have a direct relationship with the Patient. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

18. **Safe Harbor.** The Customer acknowledges that it has been informed of, and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws, orders and regulations that establish a "Safe Harbor" for discounts, including 42 CFR 1001.952(h) and/or 42 U.S.C. § 1320a-7(b)(3)(a).

Attachment: Bravera Partially Signed Agreement (18670 : Interfacility Transport Agreement Citrus HMA LLC d/b/a Bravera Health Seven Rivers

INTERFACILITY TRANSPORT AGREEMENT
Business Terms

19. **Compliance Program and Code of Conduct**. Provider has made available to the Customer a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, and the Customer acknowledges receipt of such documents. Provider warrants that its personnel shall comply with Provider compliance policies, including training related to the Anti-kickback Statute.

20. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provides Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C.§ 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

21. **Equal Employment Opportunity**. If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,496 are applicable to this Agreement, the parties incorporate the clause set forth in 29 C.F.R. part 471, Appendix A to Subpart A.

22. **Anti-Kickback Statute and Stark Law.** The parties to this Agreement certify they shall not violate the Anti-Kickback Statute and/or the Stark Law with respect to the performance of the Agreement. Each party to this Agreement is subject to and required to abide by its Code of Conduct and other compliance policies including Stark and Anti-Kickback Statute policies. A copy of relevant policies may be made available to the other upon request.

23. **Miscellaneous.** This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of law's provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed electronically in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; () shall not be effective until executed by both parties; and (h) venue for action or complaint filed to enforce the Agreement, shall lie solely and exclusively in a state court of competent jurisdiction located in and for Citrus County, Florida. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

Additional Location:

Bravera Health Seven Rivers
6201 N Suncoast Blvd
Crystal River, FL 34428
352-795-6560

Bravera Health ER Citrus Hills
907 W. Norvell Bryant Hwy
Hernando, FL 34429

Attachment: Bravera Partially Signed Agreement (18670 : Interfacility Transport Agreement Citrus HMA LLC d/b/a Bravera Health Seven Rivers

AGENDA MEMORANDUM

FROM:	Craig Stevens, Fire Chief
SUBJECT:	Citrus County Fire Rescue COPCN
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

Citrus County Fire Rescue currently holds a temporary Certificate of Public Convenience and Necessity (COPCN) for basic and advanced life support ground ambulance transport services, which expires on December 18, 2021. Citrus County Fire Rescue has completed its application pursuant to Citrus County Code of Ordinances Section 38-21. The application has been reviewed and approved by fire rescue and the County pursuant to the Code. It is recommended that the COPCN be issued to expire on September 30, 2026.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute a Certificate of Public Convenience and Necessity to Citrus County Fire Rescue for Basic and Advanced Life Support - Ground Ambulance service in Citrus County. This Certificate of Public Convenience and Necessity shall be valid until September 30, 2026.

CITRUS COUNTY
DEPARTMENT OF FIRE RESCUE
APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR EMERGENCY MEDICAL TRANSPORTATION

STATEMENTS AND MATERIALS SUBMITTED WILL BE SUBJECT TO VERIFICATION

CLASSIFICATION OF CERTIFICATE REQUESTED

Basic Life Support – Ground	☑
Advanced Life Support – Ground	☑
Basic Life Support – Air	☐
Advanced Life Support – Air	☐

TYPE OF APPLICATION

New	☑
Renewal	☐

DATE OF APPLICATION

October 29, 2021

TYPE OF OWNERSHIP

Private ☐ Governmental ☑ Volunteer ☐ Not-for-Profit ☐

BUSINESS NAME, ADDRESS & PHONE NUMBER

Citrus County Board of County Commissioners
Citrus County Fire Rescue
3600 W. Sovereign Path Suite 141
Lecanto, FL 34461
352-527-5406

PRESIDENT/CEO

Fire Chief - Craig Stevens

A. NAMES, BUSINESS ADDRESSES AND EXPERIENCE OF BOTH THE OPERATOR AND THE OWNER OF THE PROPOSED SERVICE. IF EITHER THE OWNER OR OPERATOR ARE PART OF A CORPORATE ENTITY, THE NAMES AND ADDRESSES OF THE DIRECTORS, OFFICERS AND CONTROLLING SHAREHOLDERS OF SUCH CORPORATIONS MUST BE PROVIDED.

Citrus County Board of County Commissioners
Citrus County Fire Rescue
3600 W. Sovereign Path Suite 141
Lecanto, FL 34461
Fire Chief Craig Stevens

Attachment: COPCN EMS Transport PERMANENT (18639 : Citrus County Fire Rescue COPCN)

CITRUS COUNTY
DEPARTMENT OF FIRE RESCUE
APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR EMERGENCY MEDICAL TRANSPORTATION

B. **LEVEL OF SERVICE, AS DESCRIBED IN SUBSECTION (2) OF CITRUS COUNTY CODE OF ORDINANCES CHAPTER 38 EMERGENCY SERVICES ARTICLE II EMERGENCY MEDICAL TRANSPORATION SERVICES SECTION 38-21 CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR EMERGENCY MEDICAL TRANSPORTATION.**

Citrus County Fire Rescue wishes to provide transport first response basic and advanced life support (ALS) to Citrus County residents.

C. **A STATEMENT DESCRIBING, WITH REASONABLE CERTAINTY, THE GEOGRAPHICAL AREA PROPOSED TO BE SERVED.**

Citrus County Fire Rescue intends to serve the entire county to include the City of Inverness and City of Crystal River.

D. **A STATEMENT OF FACTS SHOWING THE DEMAND OR NEED FOR THE PROPOSED SERVICE.**

The Citrus County Board of County Commissioners voted on September 14, 2021 to end their partnership with Nature Coast EMS and transition these responsibilities to Citrus County Fire Rescue. In accordance with Citrus County Code of Ordinances Chapter 38 - Emergency Services Article II. - Emergency Medical Transportation Services we are requesting authority to provide service to the entire county for basic and advanced life support transport services as there is an immediate and urgent need in the county which will not be covered by another provider.

Attachment: COPCN EMS Transport PERMANENT (18639 : Citrus County Fire Rescue COPCN)

CITRUS COUNTY
DEPARTMENT OF FIRE RESCUE
APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR EMERGENCY MEDICAL TRANSPORTATION

E. **A DESCRIPTION OF EACH VEHICLE TO BE USED IN THE APPLICANT'S OPERATIONS, INCLUDING THE MAKE, MODEL, MILEAGE, ALL VEHICLE IDENTIFICATION AND REGISTRATION NUMBERS.**

Please reference Appendix B for proposed vehicles intended for ALS use for transport and non-transport services.

F. **VERIFICATION THAT ALL OF THE STAFFING REQUIREMENTS OF THIS ARTICLE AND OF STATE LAW WILL BE MET. SUCH VERIFICATION MAY REQUIRE SUBMITTAL OF THE NAMES, ADDRESSES, AND CERTIFICATION OF ALL PERSONNEL TO BE EMPLOYED.**

Please reference Appendix C for personnel roster and qualifications. All staff shall maintain all state requirements required and comply with all applicable laws pertaining to certification and recertification of licensure.

G. **THE ADDRESS AND DESCRIPTION OF EACH OF THE LOCATIONS FROM WHICH THE APPLICANT WILL OPERATE, AND THE HOURS OF OPERATION AND STAFFING THAT IS PROPOSED FOR EACH LOCATION.**

Please reference Appendix D for address and description of each of the locations from which we will operate.

Hours of operation will be 24/7/365.

H. **A PROPOSED SCHEDULE OF RATES, FARES AND CHARGES, IF ANY**

Base Rate $600
Mileage $13.23
Lift Assist $137
Treatment no Transfer $220
SCT $826
False Medical $110
ALS 2 $718

These are the current rates that NCEMS charges and will remain the same until the Citrus County BOCC has an opportunity to review and recommend changes if appropriate.

Attachment: COPCN EMS Transport PERMANENT (18639 : Citrus County Fire Rescue COPCN)

CITRUS COUNTY
DEPARTMENT OF FIRE RESCUE
APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR EMERGENCY MEDICAL TRANSPORTATION

I. **AN AGREEMENT BY THE APPLICANT TO COMPLY WITH ALL APPLICABLE STATE AND COUNTY LAWS AND REGULATIONS.**

See appendix E attached for Intent to Follow Laws and Regulations

J. **SUCH OTHER REASONABLE INFORMATION AS MAY BE REQUIRED BY THE DEPARTMENT, INCLUDING VERIFICATION OF FINANCIAL RESPONSIBILITY.**

See appendix F attached for Certificate of Insurance

ATTACH THE FOLLOWING COMPLETED DOCUMENTS WITH THE APPLICATION:

VEHICLE ROSTER ☑

PERSONNEL ROSTER ☑

INSURANCE VERIFICATION ☑

Attachment: COPCN EMS Transport PERMANENT (18639 : Citrus County Fire Rescue COPCN)

APPENDIX B
ALS VEHICLES

Transport Units

Asset Number	Radio ID	VIN	Registration	Manf. Year	Make	Model	Milage
55714	R-03	1GB3WSE76MF183067	TI3238	2021	Chevrolet	G3500	5,440
55725	R-05	1FDXE4FS3KDC33426	TI3244	2019	Ford	E450	63,894
55711	R-07	1GB3WSE74MF182712	TI3242	2021	Chevrolet	G3500	7,373
55715	R-08	1GB3WSE7XMF183718	TI3237	2021	Chevrolet	G3500	4,212
55703	R-09	1GB3GRCL5G1315582	TI3236	2016	Chevrolet	G3500	260,241
55713	R-14	1GB3WSE7XMF182309	TI3240	2021	Chevrolet	G3500	5,893
55724	R-18	1FDXE4FS3GDC45843	TI3239	2016	Ford	E450	249,191
55710	R-20	1GB3WSE71MF179511	TI3243	2021	Chevrolet	G3500	7,419
55712	R-23	1GB3WSE72MF183678	TI3241	2021	Chevrolet	G3500	7,167
55706	R-24	1GB6G5CL4F1277105	TI3231	2015	Chevrolet	G4500	292,247
55705	R-51	1GB6G5CL7F1278751	TI3232	2015	Chevrolet	G4500	241,245
55702	R-52	1GB6G5CL9F1271378	TI3234	2015	Chevrolet	G3500	251,968
55704	R-53	1GB6G5CL3F1280531	TI3233	2015	Chevrolet	G3500	234,342
55707	Res. R-1	1GBJG316X91173945	TI3230	2009	Chevrolet	Duramax	292,202
55708	Res. R-2	1GB3G2CL0B1160102	TI3229	2011	Chevrolet	Duramax	482,115
55709	Res. R-3	1GB3G2CL0C1142572	TI3228	2012	Chevrolet	Duramax	451,888

Non-Transport Units

Asset Number	Radio ID	VIN	Registration	Manf. Year	Make	Model	Milage
55557	E-03	4P1BAAFF5MA022302	TH3083	2021	Pierce	Enforcer	20,195
53563	E-05	4P1BAHFF1FA014922	TF7153	2015	Pierce	Impel	129,485
53558	SQ-07	4P1BAAFF0FA015681	TF7152	2015	Pierce	PUC	96,306
53541	E-09	4P1BAHFF3FA014923	TF8514	2015	Pierce	Impel	129,887
55556	E-14	4P1BAAFF3MA022301	TH3084	2021	Pierce	Enforcer	15,384
55558	E-24	4P1BAAFF7MA022303	TH3082	2021	Pierce	Enforcer	15,085
53526	E-23	1S9A1HLD491003139	TF8534	2009	Sutphen	S2	172,604
53564	E-20	4P1BAAFF2HA016995	TF7155	2017	Pierce	Impel	82,969
53528	E-18	4P1BAAFF2FA015634	TF8517	2015	Pierce	Impel	97,072
53502	SO-01	1FT7W2B66CEC05632	TF7163	2012	Ford	F-250	161,056

Attachment: COPCN Vehicles PERMANENT (18639 : Citrus County Fire Rescue COPCN)

CERTIFICATE OF COVERAGE

ISSUED ON: **09/17/2021**

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PX FL1 0091009 21-17

COVERAGE PERIOD: 10/01/2021 TO 10/01/2022 12:01 AM

COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage 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 coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder
State of Florida - DMS Division of Communication
4030 Esplanade Way, Attn: EMS Communications Engineer
Tallahassee , FL 32399-0950

Designated Member
Citrus County, Florida
3600 W.Sovereign Path #180
Lecanto , FL 34450

LIABILITY COVERAGE

X **Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury:**
Limit $4,000,000 $100,000 SIR Deductible

X **Employee Benefits Liability**
Limit $4,000,000 $100,000 SIR Deductible

X **Employment Practices Liability**
Limit $4,000,000 $100,000 SIR Deductible

X **Public Officials Liability**
Limit $4,000,000 $100,000 SIR Deductible

Law Enforcement Liability
Limit Deductible

WORKERS' COMPENSATION COVERAGE

WC AGREEMENT NUMBER:

X **Self Insured Workers' Compensation**
$350,000

X **Statutory Workers' Compensation**

X **Employers Liability**
$ 1,000,000 Each Accident
$ 1,000,000 By Disease
$ 1,000,000 Aggregate Disease

PROPERTY COVERAGE

Buildings & Personal Property
Limit: Per schedule on file with Trust Deductible
Note: See coverage agreement for wind, flood, and other deductibles.

Rented, Borrowed and Leased Equipment
Limit: $ 0 TIV See Schedule for Deductible

Total All other Inland Marine
Limit: $ 0 TIV See Schedule for Deductible

CRIME COVERAGE

Employee Dishonesty
Limit Deductible

Forgery or Alteration
Limit Deductible

Theft Disappearance & Destruction
Limit Deductible

Computer Fraud
Limit Deductible

AUTOMOBILE COVERAGE

X **Automobile Liability**
Limit $4,000,000 $100,000 SIR Deductible
X All Owned
Specifically Described Autos
X Hired Autos
X Non-Owned Autos

X **Automobile Physical Damage**
X Comprehensive See Schedule for Deductible
X Collision See Schedule for Deductible
X Hired Auto with limit of $35,000

Garage Keepers
Liability Limit
Liability Deductible
Comprehensive Deductible
Collision Deductible

NOTE:Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

Description of Operations/ Locations/ Vehicles/Special items-(*This section completed by member's agent, who bears complete responsibility and liability for its accuracy*):
Certificate of Insurance issued with respect to the Citrus County Fire Rescue as an ALS Transport Provider.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator
Public Risk Underwriters®
P.O. Box 958455
Lake Mary, FL 32795-8455

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

Producer
Public Risk Insurance Advisors

300 North Beach Street ,

Daytona Beach , FL 32114

AUTHORIZED REPRESENTATIVE

PGIT-CERT (1/19) *PRINT FORM* 09/17/2021

Attachment: COI for State of FL DMS 10-1-21 (18639 : Citrus County Fire Rescue COPCN)

Print Date: 9/17/2021

APPENDIX C

Name	Rank
Aamodt, Andrew	EMT
Annitto, Joseph	Paramedic
Ball, Donald (PM)	Firefighter
Barber, Shaun (HM/TR)	Driver Engineer
Barrett, Nathan	EMT
Battease, Kimberly E.	Paramedic
Beagan, Colin K. (HM/PM)	Driver Engineer
Bentley, Brian J.	Paramedic
Bessler, Robert W.	Batallion Chief
Blake, Alan P. (OOC)	Firefighter
Blevins, Ryan C. (PM/TR)	Company Officer
Bonick, Gary A. (HM/TR)	Company Officer
Boyer, Kennedy G.	Company Officer
Boylan, Michael	EMT
Brackett, Keith	EMT
Brady, Daniel	Paramedic
Brown, Jonathan	EMT
Brunner, Colin M. (HM/TR)	Company Officer
Burnett, Stephen	Driver Engineer
Busbee, Shaun D. (HM/PM/TR)	Safety Captain
Calhoun, Jonathan	Paramedic
Campbell, Jonathan	Paramedic
Campbell, Matthew (PM)	Driver Engineer
Caravetto, Chris A. (HM)	Driver Engineer
Cardona, Gladys	EMT
Cespedes, Zadee	EMT
Clark, Mariah	Paramedic
Clendenney, Curt R. (HM)	Company Officer
Coleman, Chad R.	Company Officer
Colon, Deja	EMT
Constable, Vicky	Paramedic
Cooper, Caroline	Paramedic
Crawford, Jonathan	Paramedic
DAcunti, Michael (OOC)	Firefighter
Daugherty, Tim (TR)	Driver Engineer
De Jesus, Victor	Paramedic
Douglas, Caleb M. (HM/TR)	Company Officer
Ehnis, Jon (HM/PM)	Company Officer
Ellis, Greg C. (PM/TR)	Chief Officer
Elwell, Reed C.	Driver Engineer
Esteves, Matthew E. (OOC)	Firefighter
Fairchild, Megan	Paramedic
Faso, Nicholas J. (HM/TR)	Company Officer

Attachment: Staffing Requirements (18639 : Citrus County Fire Rescue COPCN)

Festa, Kimberly	EMT
Fletcher, Thomas J. (HM/PM/TR)	Batallion Chief
Fouquette, Justin	EMT
Fretts, Johnna	Paramedic
Fuxa, Jose	EMT
Garthaus, Cora	EMT
Gaule, Patrick C. (PM)	Driver Engineer
Gennaro, Tymothy	EMT
Gibson, Justin	Paramedic
Giles, Martin A. (HM/PM/TR)	Company Officer
Gillum, Paul M.	Chief Officer
Gilman, Cameron	Paramedic
Godwin, Randall (HM/OOC/PM)	Driver Engineer
Graves, Kathryn	Paramedic
Green, Dustin P. (HM/PM/TR)	Company Officer
Green, Matthew V. (HM/OOC/TR)	Driver Engineer
Grivois, Andrew	Paramedic
Hajaistron, Rudy	Driver Engineer
Harris, Chad M.	Driver Engineer
Harris, Thomas J. (HM/PM/TR)	Company Officer
Hatfield, Rachael	EMT
Helwig, Henry C. (OOC/PM)	Firefighter
Hisman, Melissa	EMT
Hooker, Morgan	EMT
Horne, Lyle	Paramedic
Howard, Michael (PM)	Driver Engineer
Huchro, Michael T. (TR)	Driver Engineer
Hurd, Vickie	EMT
Hurst, Chase T. (TR)	Batallion Chief
James, David	Paramedic
Johnson, Eric	Paramedic
Johnson, Frank (OOC)	Firefighter
Joiner, Thomas	Paramedic
Key, Corey A.	Firefighter
King, Corey C.	Driver Engineer
King, Jeffrey A. (HM/TR)	Company Officer
King, Joshua (HM/OOC/PM)	Firefighter
King, Julie L.	EMT
Knoll, Bradley	Paramedic
Kwiatek, Steven	Paramedic
Lartigue, Taylor	Paramedic
Lazo, Alexander	EMT
Long, Keith A. (PM/TR)	Chief Officer
MacNeill, Nicholas	EMT
Maloney, Ryan M.	Company Officer
Martin, Jay E. (PM/TR)	Firefighter
Martinez, Manny	Driver Engineer

Mash, John	Paramedic
Maxwell, Kevin (PM)	Driver Engineer
McClendon, Alfred W. (HM/PM)	Company Officer
McKay, Erik (OOC)	Firefighter
McLean, Scott B. (PM)	Driver Engineer
McMurray, Sean	Driver Engineer
Meade, Kevin	Paramedic
Melton, Ryan	EMT
Metzler, Andrew P. (PM)	Company Officer
Mistretta, Frank	Paramedic
Moore, Michael C.	Company Officer
Morgan, Gronn	Paramedic
Morgan, Jason J. (HM/PM)	Chief Officer
Morris, Jennifer	EMT
Mullis, Jesse A. (HM/PM)	Company Officer
Nieves, Elliot (TR)	Driver Engineer
Nino, Maggie	EMT
Palumbo, Nicholas A.	Driver Engineer
Paniccia, Edward W. (PM)	Driver Engineer
Pappadouplos, Kevin M. (HM/PM/TR)	Company Officer
Pastrana, Daniel A. (TR)	Driver Engineer
Peguero, Jonathan	EMT
Pericht, Christopher L.	Driver Engineer
Potter, Lance E. (PM)	Company Officer
Power, Austin (OOC)	Firefighter
Prater, Robert S. (HM/PM/TR)	Batallion Chief
Ramer, Eric M. (HM/TR)	Company Officer
Ratchford, Thomas B. (HM/PM/TR)	Company Officer
Raymond, Jon K.	Company Officer
Raymond, Lake R.	Company Officer
Redenbaugh, Jude	Paramedic
Redmond, Dusty	Paramedic
Richmond, Amanda (PM)	Driver Engineer
Rittenhouse, Dylan (OOC/PM)	Firefighter
Robinson, Michael G. (TR)	Company Officer
Sanabria, Nikolas	EMT
Sanders, Brian K. (TR)	Company Officer
Sardegna, Edward D. (PM)	Driver Engineer
Sawyer, Danielle	EMT
Schwing, Brandon L. (HM/PM)	Driver Engineer
Scott, Kevin A. (PM)	Company Officer
Seagren, Jessica	EMT
Seguin, Anthony T. (HM/PM)	Company Officer
Shansi, Joseph K.	Firefighter
Simek, Michael P.	Company Officer
Soto, Joshua	EMT
Stephenson, John A. (OOC/PM)	Firefighter

Stevens, David C. (HM/PM/TR)	Chief Officer
Strain, Nicholas	Paramedic
Tessmer, Davida	Paramedic
Toohey, Nicole	EMT
Trapp, Michael G. (PM)	Company Officer
Ulry, Christopher	Paramedic
Urling, Robert	EMT
Van Druff, Loren	Paramedic
VanBuren, Nathan R. (HM/PM)	Driver Engineer
Varela, Marisa	EMT
Vermette, Brandon	Paramedic
Walker, Michael (OOC/PM)	Firefighter
Ward, Rachel	Paramedic
Weeks, Justin	EMT
Westrick, Aadyn	EMT
White, Lawrence J. (HM/TR)	Batallion Chief
Whitton, Karlie	EMT
Wiatrowski, Edward B. (PM)	Driver Engineer
Williams, James (OOC)	Driver Engineer
Williams, Lucas A. (TR)	Batallion Chief
Winner, Sterling	EMT
Wood, Stephani (PM)	Firefighter
Wright, Cassandra	EMT
Zacke, Craig D.	Safety Captain
Zehm, Erin	EMT

Attachment: Staffing Requirements (18639 : Citrus County Fire Rescue COPCN)

CITRUS COUNTY FIRE RESCUE

Administration Office

3600 W. Sovereign Path, Suite 141, Lecanto, FL 34461
Phone: 352-527-5406 | Fax: 352-527-5404
Email: FireInfo@CitrusCountyFire.com | Website: www.CitrusCountyFire.com

APPENDIX D

ALS Locations

Base Station

Logistics
1520 N. Meadowcrest Blvd.
Crystal River, FL 34429

Substations

Fire Station 3
8408 W. Homosassa Trail
Homosassa, FL 34448

Fire Station 5
3673 E. Orange Dr.
Hernando, FL 34442

Fire Station 7
800 N. Rock Crusher Rd.
Crystal River, FL 34429

Fire Station 8
4333 S. Little Al Pt.
Inverness, FL 34452

Fire Station 9
10165 N. Citrus Ave.
Crystal River, FL 34428

Fire Station 14
9515 N. Citrus Springs Blvd.
Citrus Springs, FL 34434

Fire Station 18
5000 W. Oak Park Blvd.
Homosassa, FL 34446

Fire Station 20
4785 N. Elkcam Blvd.
Beverly Hills, FL 34465

Fire Station 23
285 S. Kensington Ave.
Lecanto, FL 34461

Fire Station 24
7880 E. Spanish Trail
Floral City, FL 34436

Fire Training Center
1300 S. Lecanto Hwy. Building 26
Lecanto, FL 34461

Fire Administration
3600 W. Sovereign Path Suite 141
Lecanto, FL 34461

Nature Coast EMS building (tentatively)
3876 E. Country Hill Dr.
Lecanto, FL 34461

Attachment: ALS Locations - Transport (18639 : Citrus County Fire Rescue COPCN)

CITRUS COUNTY FIRE RESCUE

Administration Office

3600 W. Sovereign Path, Suite 141, Lecanto, FL 34461
Phone: 352-527-5406 | Fax: 352-527-5404
Email: FireInfo@CitrusCountyFire.com | Website: www.CitrusCountyFire.com

November 9, 2021

Eric Williams, City Manager
City of Inverness
212 W. Main St.
Inverness, FL 34450

Dear Mr. Williams,

Citrus County Fire Rescue has submitted application for basic and advanced life support ground ambulance transport services to Citrus County, Florida to obtain a Certificate of Public Convenience and Necessity. In accordance with Citrus County Code of Ordinances Chapter 38-21(c) (2) (a) (b), it is a requirement that my office provide notice to any city within Citrus County that Citrus County Fire Rescue proposes to operate.

You will have 30 days from the date of this notification to provide comment regarding the issuance of this certificate. If you have no objection to the issuance, no response is necessary. No response from your agency will indicate that you do not object to the issuance. If you have any questions or comments, please feel free to contact me at (352)527-5406.

Respectfully,

Craig Stevens
Fire Chief

Attachment: Inverness Notification (18639 : Citrus County Fire Rescue COPCN)

CITRUS COUNTY FIRE RESCUE

Administration Office

3600 W. Sovereign Path, Suite 141, Lecanto, FL 34461
Phone: 352-527-5406 | Fax: 352-527-5404
Email: FireInfo@CitrusCountyFire.com | Website: www.CitrusCountyFire.com

November 9, 2021

Ken Frink, City Manager
City of Crystal River
123 NW Hwy. 19
Crystal River, FL 34428

Dear Mr. Frink,

Citrus County Fire Rescue has submitted application for basic and advanced life support ground ambulance transport services to Citrus County, Florida to obtain a Certificate of Public Convenience and Necessity. In accordance with Citrus County Code of Ordinances Chapter 38-21(c) (2) (a) (b), it is a requirement that my office provide notice to any city within Citrus County that Citrus County Fire Rescue proposes to operate.

You will have 30 days from the date of this notification to provide comment regarding the issuance of this certificate. If you have no objection to the issuance, no response is necessary. No response from your agency will indicate that you do not object to the issuance. If you have any questions or comments, please feel free to contact me at (352)527-5406.

Respectfully,

Craig Stevens
Fire Chief

Attachment: Crystal River Notification (18639 : Citrus County Fire Rescue COPCN)

CITRUS COUNTY FIRE RESCUE

Administration Office

3600 W. Sovereign Path, Suite 141, Lecanto, FL 34461
Phone: 352-527-5406 | Fax: 352-527-5404
Email: FireInfo@CitrusCountyFire.com | Website: www.CitrusCountyFire.com

November 9, 2021

Chairman Scott Carnahan
Citrus County Board of County Commissioners
110 N. Apopka Ave.
Inverness, FL 34450

RE: Citrus County Fire Rescue COPCN

Dear Chairman Carnahan,

In accordance with the Citrus County Code of Ordinances Section 38-21, I have reviewed and verified the application from Citrus County Fire Rescue for issuance of a Certificate of Public Convenience and Necessity for basic and advanced life support ground ambulance transport services. It is my recommendation that the Board of County Commissioners approve this certificate to be valid for five (5) years with an expiration date of September 30, 2026.

Should you have any questions, please do not hesitate to call.

Sincerely,

Craig Stevens
Fire Chief

Attachment: Board Recommendation (18639 : Citrus County Fire Rescue COPCN)

CITRUS COUNTY FIRE RESCUE
Administration Office
3600 W. Sovereign Path, Suite 141, Lecanto, FL 34461
Phone: 352-527-5406 | Fax: 352-527-5404
Email: FireInfo@CitrusCountyFire.com | Website: www.CitrusCountyFire.com

APPENDIX E

Intent to Follow Laws and Regulations

I, the undersigned representative of the above organization, do hereby attest that my service meets all the requirements of, and that I agree to comply with, all applicable provisions of Citrus County Ordinance Chapter 38 and all applicable Florida Statutes and Administrative Codes that govern emergency medical services.

TO THE BEST OF MY KNOWLEDGE, ALL STATEMENTS ON THIS APPLICATION ARE TRUE AND CORRECT.

Craig Stevens
Fire Chief

STATE OF FLORIDA
COUNTY OF CITRUS

The forgoing instrument was acknowledged before me this 10th day of November 2021, by Craig Stevens. He is personally known to me or has produced a driver's license as identification.

X Personally known to me, or

_____ Produced identification _____
Type of ID

CORTNEY K. MARSH
Commission # GG 178957
Expires May 24, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public: Cortney K. Marsh
State of Florida at Large

My Commission expires: May 24, 2022

Attachment: Intent to Follow Laws (18639 : Citrus County Fire Rescue COPCN)

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# : 50017601
Description: 6653-1112 FCRN Public Notice that Citrus County Fire Rescue has applied forr issuance of Certificate of Public Convenience and Necessity
Legal Advertisement: to run 1 time(s)

Court, was published in said newspaper in the issue of
Date(s) of publication: November 12, 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 15th 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.

Notary Public Maria A. Parks

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

6653-1112 FCRN
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN as required by Citrus County Ordinance Chapter 38-21(c) (2) (b), notice shall be provided to the public that Citrus County Fire Rescue has applied for issuance of their Certificate of Public Convenience and Necessity to provide basic and advanced life support ground ambulance transport services in Citrus County, Florida. Further information on the application is available through Citrus County Fire Rescue. Any interested person who may be substantially affected by the proposed operation may, within 30 days of publication, file a written objection to the application, specifying the reason therefore, with Citrus County Fire Rescue; 3600 W. Sovereign Path Suite 141; Lecanto, FL 34461.

Si necesita un traductor de espanol por favor haga arreglos con el Condado dentro de dos dias de la notification de la publicacion 352-527-5370.

English Translation: (If you need a Spanish Translator please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370).

Published November 12, 2021

Attachment: Proof of Publication (18639 : Citrus County Fire Rescue COPCN)

Certificate of Public Convenience and Necessity

Citrus County Board of County Commissioners

Hereby Grants

Citrus County Fire Rescue

Permission to Provide

Basic Life Support – Ground Ambulance Service
Advanced Life Support – Ground Ambulance Service

Ronald E. Kitchen, Jr., Chairman

September 30, 2026
Expires

Attachment: COPCN 2021-2026 (18639 : Citrus County Fire Rescue COPCN)

AGENDA MEMORANDUM

FROM:	Craig Stevens, Fire Chief
SUBJECT:	Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

Over the last several months, the County Union Negotiating Team and the Local 4562 Professional Firefighters of Citrus County, International Association of Firefighters have been negotiating a successor contract from the one which expired on October 1, 2021. This contract encompasses the two separate bargaining units; a unit for Driver/Engineers, Fire Inspectors, and Firefighters, and a supervisory unit for Captains and Lieutenants.

We have successfully negotiated the contract for a period of three years beginning on October 1, 2021, and expiring on September 30, 2024, and the union employees have voted to ratify the contract. (Pending Union ratification)

This new contract entitles all bargaining unit members to 2% across the board with the sliding scale of $0.40 at the bottom and $0.20 at the top. The step plan was adjusted to 3.5% and team pay was increased $0.10 for those members on both teams. These changes are retroactive to October 2, 2021.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Agreement between Citrus County, Florida and the Local 4562 Professional Firefighters of Citrus County, International Association of Fire Fighters with an effective date of October 1, 2021.

Collective Bargaining Agreement

BETWEEN CITRUS COUNTY, FLORIDA

AND

LOCAL 4562 PROFESSIONAL FIREFIGHTERS OF CITRUS COUNTY, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

RANK AND FILE – FIREFIGHTERS, DRIVER ENGINEERS AND FIRE INSPECTORS

Duration:
October 1, 2021 – September 30, 2024
CITRUS COUNTY, FLORIDA

Attachment: 2021-2024 CBA - Rank and File (18674 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

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Attachment: 2021-2024 CBA - Rank and File (18674 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

1. Preamble

This Agreement is entered into by and between Citrus County, Florida, hereinafter referred to as the "County," and Local 4562 Professional Firefighters of Citrus County, International Association of Fire Fighters, hereinafter referred to as the "Union".

It is the purpose of this agreement to achieve, promote, and maintain harmonious relations between the County and the Union; to provide an orderly and peaceful means for resolving differences which may arise concerning the interpretation or application of this agreement; to promote the effectiveness, efficiency, and morale of Citrus County Fire Rescue; and to set forth the entire agreement between the parties concerning wages, hours and terms and conditions of employment.

The Union recognizes that the County is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and wellbeing of the pubic and their best interest will be served by the assurance of orderly, efficient, and uninterrupted operations to the public at all times.

All references to employees throughout this agreement mean employees covered by this bargaining agreement.

Attachment: 2021-2024 CBA - Rank and File (18674 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

2. Duration of Agreement

This Agreement shall be effective as of the 1st day of October 2021 and shall remain in full force and effect until the 1st day of October 2024. After expiration, the terms of this agreement constitute the status quo until a successor agreement is ratified by both parties.

Upon request by either party, negotiations for a successor agreement shall commence within 30 days of the request or with the mutual agreement of the parties on any date thereafter.

Each party has the option to choose no more than two articles to reopen on an annual basis. The wage article will reopen on an annual basis in addition to the previously stated articles. Notification of the desire to reopen an article must be submitted to the opposite party on or before January 15 and with an intent to close negotiations by June 1.

To the extent the mutually scheduled negotiations occur on a regularly scheduled workday of a designated member of the Union's bargaining team, up to a maximum of two such union representatives may utilize union time pool to cover any loss of pay.

Attachment: 2021-2024 CBA - Rank and File (18674 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

3. Advanced Life Support

Effective upon ratification of this article by both the Union and the County, the following shall apply. Paramedics shall receive monetary compensation as outlined in the wage article of this collective bargaining agreement. Non-credentialed paramedics must successfully complete the requirements outlined in the below article prior to receiving full compensation as a credentialed paramedic.

The following educational requirements must be maintained by paramedics:

(a) Must hold a valid State of Florida certification as a Florida State Certified Paramedic
(b) Must hold a valid CPR certification for Health Care Professionals or equivalent
(c) Must hold a valid ACLS certification

All paramedics must meet the requirements set forth by the medical director to be considered credentialed. All bargaining unit members holding a paramedic certificate will be eligible to be credentialed.

If a bargaining unit member is unable to credential through the medical director as a paramedic within a period of 90 calendar days, all paramedic monetary compensation as outlined in the wage article will cease. The bargaining unit member shall remain in a BLS status until successful completion of credentialing by the medical director at which time they will receive paramedic compensation as outlined in the wage article.

If at any time, the medical director deems any paramedic incapable of performing his/her paramedic duties for reasons unrelated to conduct subject to disciplinary action, he/she shall be moved to a BLS status and reduced to non-credentialed paramedic pay until they have been recredentialed or any required remediation has been completed. This shall be completed within 90 calendar days of status change. If an employee is unable to complete credentialing or remediation as outlined by the medical director, all paramedic monetary compensation will cease, and they will maintain the status of an EMT until they are able to successfully meet the requirements.

If at any time, any personnel should lose their certification as a paramedic in the State of Florida it will be the responsibility of the person involved to seek reinstatement of their certification through the State of Florida. Any personnel that lose their certification as a paramedic for reasons unrelated to conduct subject to disciplinary action shall be moved to a BLS status as an EMT if certified and all paramedic compensation will cease.

Remedial training shall be given to all employees who are unable to successfully credential through the medical director.

The County agrees to cover all state mandated CEU requirements for all bargaining unit members. This shall cover both EMT-B and EMT-P certifications.

The County agrees to cover the cost associated with bargaining unit members' renewal application for either paramedic or EMT certifications. At no time will the County cover the cost for more than one certification renewal per bargaining unit member biannually.

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For future growth needs of the organization, based on operational needs, current bargaining unit members may be afforded the opportunity to attend a paramedic certification course at the cost of the County per calendar year.

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4. Civil Emergencies

If at any time it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, similar catastrophes or disorders, or public employee strikes, the provisions of this agreement may be suspended by the County during the time of the declared emergency provided that wage rates, overtime, and other monetary benefits shall not be suspended, and provided further that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency at the level agreed to in this agreement.

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5. Community Relations and Charity Work

Both the County and the Union recognize the importance of public education and community service. The County shall allow fire rescue equipment and personnel to be used for said purpose in a station's first alarm area with on-duty personnel.

Participation will be at the discretion of the fire chief or designee who must ensure that crews can readily respond within their station coverage area.

Activities may include but are not limited to fire safety presentations, school demonstrations, the MDA Boot Drive, and participation in holiday activities.

If at any time an assigned special detail is in excess of three hours the fire chief or designee shall ensure additional units are rotated through the detail so as not to commit a single resource for an extended amount of time.

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6. Contagious Disease

The County shall provide tuberculosis and hepatitis A, B, and C screening every other year for all bargaining unit employees.

The County shall provide immunization for fire rescue employees on a voluntary basis as follows:

- Hepatitis - (Type B) - once every five years

The County shall establish procedures for infection control to be followed when responding to medical emergencies. Surgical masks, gloves, and goggles will be provided by the County for use by emergency medical personnel when treating victims.

The County shall provide education and training to all emergency response personnel in the proper observation of barrier precautions in the interest of infection control.

The County will make a good faith effort to ensure that the notification requirements mandated by Florida Statute 395.1025 are accomplished in a timely manner.

Nothing in this Agreement shall be construed as a waiver of the County's rights under Chapter 440, Florida Statutes.

If at any time the Health Department or the County Health Officer declares that a public health risk exists, and in their judgment, it is reasonable and prudent to immunize public health care employees from it, the County shall provide for appropriate vaccinations upon the approval of the employee.

If any bargaining unit member is directed to seek medical attention due to a possible infectious disease exposure, any financial obligations shall be covered by the County through workers' compensation insurance or through financial reimbursement.

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7. Discrimination

The parties of this agreement agree that the provisions of this Agreement shall be applied to all employees in the bargaining unit without regard to race, color, creed, sex, age, physical handicap, national origin, marital status, veteran's status, political affiliation, sexual orientation, or membership in the Union.

The Union members will not discriminate with regard to representation of its bargaining unit members in regard to terms and conditions of employment or membership because of race, color, creed, sex, age, physical handicap, national origin, marital status, veteran's status, political affiliation, or sexual orientation.

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8. Distribution of Agreement

Upon request, the County will furnish one copy of this Agreement to each Union executive board member and one copy to each career fire station. The County will also maintain an up-to-date electronic version (to include any amendments) on the fire department's shared network drive for members to reference for the duration of this agreement.

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9. Educational Reimbursement

The purpose of this article is to establish an educational assistance program that will encourage professional and vocational development.

Any non-probationary bargaining unit member will be eligible for educational reimbursement. Employees must maintain regular fulltime employment status and be on the active payroll at the beginning and end of the approved courses in order to receive reimbursement. Those employees who have terminated employment prior to the completion of their course will not be eligible for reimbursement. All employees utilizing educational reimbursement shall complete the department approved educational agreement and be subject to the terms as stipulated in the agreement.

The fire chief may establish a budgeted amount each fiscal year for payment of benefits under this policy. The fire chief or designee will make notification to the union of the actual budgeted amount at the beginning of each fiscal year. Employees will submit an education reimbursement form to fire administration for approval prior to registration for any classes. All certificates of completion, final grades, and proof of payments for classes and associated costs following the completion of the course will be provided to fire administration within 45 days of completing the course.

The maximum reimbursement amount per employee for:

- Associates level undergraduate degree programs shall be $1,500 per fiscal year with a maximum allotment of $500 per class course
- Bachelor's and master's level degree programs shall be $2,500 per fiscal year with a maximum allotment of $750 per class course
- Specialty courses not provided under a traditional university environment will be on a case-by case basis.

*Due to rising costs of education or specialty courses the fire chief or designee may approve higher amounts of allotment at their discretion.

Courses must be related to fire rescue job classifications or be a required course in a degree program of benefit to CCFR. The course work must be designed to enhance the knowledge, skills, and abilities relating to the employee's official duties. Courses may include traditional classroom instruction, seminars/conferences, directed studies, or computer internet-based programs and must be approved by the fire chief or designee.

Attendance is to be completed on the employee's own time and overtime will not be available unless approved by the fire chief or designee. Care should be taken so that neither the employee's job performance nor class work decline.

The employee must receive at least a passing grade of C or better to be eligible for reimbursement. In courses where no formal grade is provided the employee must obtain a written document from the instructor or institution indicating successful completion of the course.

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Following successful completion of approved classes, the County will reimburse the employee for 90% of eligible expenses.

Reimbursement will be reduced by any amount paid through other sources such as the G I Bill, scholarships, and grants.

Courses that are provided through the Citrus County Fire Training Center will not be eligible for tuition reimbursement unless otherwise approved by the fire chief.

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10. Employee Funeral

Upon death, all active and officially retired employees of Citrus County Fire Rescue shall be entitled to a traditional firefighter's funeral and procession including use of fire rescue vehicles to transport the remains to the final resting place within a 50-mile radius of Citrus County, subject to the availability of equipment.

The County agrees to maintain its status as a member in good standing of the Gold Shield Foundation, Inc. The County further agrees to facilitate the rapid payment of the Foundation benefits and the County's benefits to the survivors.

In the event of a line of duty death, the County will cooperate with any procedures or investigations necessary to secure State or Federal death benefits in accordance with Florida State Statute 633.518.

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11. Employee Rights

All career members covered by this agreement shall have the right to join the Union or not join the Union, to engage in lawful concerted activities for the purpose of collective bargaining negotiations or other mutual aid for protection, the ability to express or communicate to management any view, grievance, complaint, or opinion related to the conditions of compensation and terms of employment of public employees or their betterment, all free from restraint, coercion, discrimination, or reprisal.

Nothing shall abridge the right of any duly authorized representative of the Union to present views of the Union on issues which affect the welfare of its members, as long as it is clearly presented as the view of the Union and not necessarily the County's, provided it does not impact the intent of the provisions established in the agreement.

There shall be no discrimination or intimidation against any employee because of the employee's membership or lack of membership in the Union or by virtue of the employee holding office or not holding office in the Union.

Provisions of this agreement shall be applied to all employees covered by this agreement without discrimination on the basis of union membership or lack of membership.

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12. Extenuating Circumstances Leave

Funeral Leave:

Upon the approval of the fire chief or designee, employees shall be granted leave with pay not to exceed one 24-hour shift, or two 24-hour shifts if the services extend beyond a 300-mile radius, to attend the funeral in the event of a death in the employee's immediate family. This time will not be charged against the employee's accrued leave. For purposes of this section, immediate family includes grandparents, parents, stepparents, parents of spouse, stepparents of spouse, spouse, brother, sister, child, stepchild, son-in-law, daughter-in-law, grandchildren and step-grandchildren.

- Acceptable proof of death of the family member is required.
- Specific approval of the fire chief or designee is required for persons not listed.

Jury Duty:

In the event employees are summoned for jury duty they shall receive pay at their regular straight-time hourly rate for any hours requiring them to be absent from their currently scheduled work hours due to such jury duty. Employees who perform jury duty for only a portion of their regular scheduled workday are expected to report to work when excused or released. Employees are required to provide proof of jury duty service prior to approval of compensation under this section.

- Employees called for jury duty shall promptly notify their immediate supervisor so that arrangements may be made for their absence from work.
- Employees on jury duty while on scheduled annual leave shall be allowed to substitute jury duty leave for that time served provided satisfactory evidence of the time served on such duty is presented to the fire chief or designee.

Court Attendance for Depositions:

Except for any legal proceeding in which the employee is a party adverse to the County an employee who is subpoenaed as a witness as a result of their official position shall receive pay for the hours they are required to attend court or give a deposition provided they remit to the County any subpoena and witness fees (not including any expense or mileage allowances) received. This time shall be considered actual hours worked and included for overtime compensation calculation purposes.

- Employees subpoenaed to attend legal proceedings shall promptly notify their immediate supervisor so that arrangements can be made for their absence from work.
- Employees who attend court for only a portion of a regular scheduled workday are expected to report to their supervisor when excused or released by the court.
- Employees who attend court while on scheduled PDO may be allowed to reinstate PDO hours served in court provided they are eligible for pay as described in this article and providing satisfactory evidence of time served on such duty is presented to the fire chief or designee.
- Time spent in court is the actual time required to report as stated on the subpoena or as scheduled and continuing until released by the judge or other officer of the court.
- The employee may be required to provide the fire chief or designee with proof of court service before compensation is approved.

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13. Fire Rescue Abilities Testing

This article shall apply to all bargaining unit members. The Fire Rescue Abilities Test (FRAT) is designed to measure the essential job functions of certified firefighters. Successful completion of the FRAT will be considered an essential function of each and every firefighter position.

Definitions:

CERTIFIED FIREFIGHTER – Any bargaining unit member holding positions that require certification as Firefighter I and/or Firefighter II. This will apply to any firefighter authorized to enter the "hot zone" or an Immediately Dangerous to Life and Health (IDLH) Atmosphere as defined in Florida Administrative Code 69A-62.

FIRE RESCUE ABILITIES TEST (FRAT) – A job-related physical abilities test administered for the purpose of determining the status of fitness of bargaining unit members.

PEER FITNESS TRAINER (PFT) – A fitness trainer certified in accordance with a wellness-fitness initiative developed by the International Association of Fire Fighters (IAFF), International Association of Fire Chiefs (IAFC), and the American Council on Exercise (ACE).

SELF CONTAINED BREATING APPARATUS (SCBA) – A mask, air pack, and air bottle designed to provide clean air to the wearer in situations involving contaminated air.

PERSONAL PROTECTIVE EQUIPMENT (PPE) – Protective clothing and self-contained breathing apparatus worn by firefighters. The clothing consists of boots, bunker pants, bunker coat, gloves, hood, and helmet and is designed to protect the wearer from heat, fire, and other hazards normally encountered in firefighting.

MINIMUM FITNESS STANDARD

All firefighters will be required to successfully complete the Fire Rescue Abilities Test (FRAT) in accordance with department policy on a biannual basis.

Firefighters successfully completing the FRAT at a minimum time of eight minutes, fifty-six seconds (8:56) will be deemed to be in compliance with this fitness article. Firefighters who do not meet these minimum standards will be considered to have failed the FRAT.

Firefighters successfully completing the FRAT in a time of four minutes, fifteen seconds (4:15) or less will be allowed to complete the course on an annual basis.

EXEMPTION FROM THE FIRE RESCUE ABILITIES TEST (FRAT)

Certain exemptions may apply to the FRAT requirements including but not limited to firefighters on light (limited) duty, approved medical leave, or have other temporary disabilities; firefighters suffering catastrophic injury as determined by the fire chief or designee; and/or firefighters involved in line-of-duty events likely to adversely impact test results.

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RETURN TO FULL, UNRESTRICTED DUTY

Firefighters returning to full, unrestricted duty from any absence related to work comp, FMLA, or leave due to injury or illness that extends past 3 shifts of the employee's normal shift will be immediately required to meet all FRAT requirements unless otherwise determined by the fire chief or designee. Procedures for returning to duty will be in accordance with the department and County policy.

FIRE RESCUE ABILITIES TESTING (FRAT)

The Fire Rescue Abilities Test program will be administered by the fire chief or designee who will schedule, test, and record FRAT results for each firefighter. These results will be maintained, archived, and trended.

Testing will be limited to daylight hours (unless lighting is available) during the months of April and October with due regard for temperature and humidity. Testing during times of extreme temperature and/or humidity should be minimized by testing in early or late daylight hours.

All employees must be able to pass a brief vital sign assessment prior to beginning the FRAT course. Each employee may receive up to two separate assessments within a 30-minute period prior to beginning the FRAT course. At a minimum, the assessment will include monitoring of B/P, heart rate, respiratory rate, oxygen sat %, and body temperature. All minimum and maximum vital signs limits will be established through the CCFR medical director.

During testing, participants will wear personal protective equipment (PPE) as outlined in the definitions section of this article. To complete the FRAT course, the firefighter or applicant will:

1. Report to the designated starting point wearing the provided PPE with SCBA and "on air."
2. Raise the high-rise pack to his/her shoulder and enter the "building." Timekeepers will begin timing when the firefighter touches the high-rise pack.
3. Raise the high-rise pack to his/her shoulder and climb three flights of stairs carrying the pack on his/her shoulder. During this task, the firefighter or applicant must use every step on the staircase and must keep at least one hand in contact with the handrail at all times.
4. Upon reaching the third floor, deposit the high-rise pack at the door and conduct a right-hand search of the room on his/her knees while traversing a confined space (prop or simulated) of approximately eight feet in length.
5. Pick up the high-rise pack and return to the starting point in the same manner as the ascent.
6. Remove a 24-foot ladder (approximately 74 pounds) from a chest high ladder rack, carry it 25 feet, and return it to the rack.
7. Raise a 24-foot ladder from the ground up to the side of the building (hand-over-hand) then lower the ladder back down to the ground in the same manner.
8. Using a pulley and rope, hoist a hose roll (approximately 74 pounds) hand-over-hand up the outside of the building to the third floor then lower it in a controlled manner.
9. Drag a rescue dummy or sled (approximately 165 pounds) 25 feet and return.

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10. Enter the "building" and use a New York-style roof hook or pike pole (or prop) to strike the corner of the ceiling 15 times.
11. Carry two 46-pound simulated foam buckets (one in each hand) 50 feet and return.
12. Use the provided sledge to hammer a steel sled (Keiser-style) the full length of the carriage frame.
13. Connect (until threads stop) a 2½ inch fire hose coupling then signal completion by raising or clapping the hands.

*Failure of an individual segment may be repeated however it will be counted in the overall time.

FIRE RESCUE ABILITIES TEST (FRAT) FAILURE

Except for exemptions as provided herein, a firefighter who does not pass the FRAT because of the pre-vital screening or failure to complete the course within time will immediately:

- Be removed from active-duty firefighter status and sent to the County clinic for evaluation.
- Fire chief or designee complete a FRAT failure form.
- Employee must provide an approved CCFR medical clearance form completed by the County clinic indicating they are cleared for normal duty within 72 hours. Anything past the allotted time frame to obtain clearance will be considered unexcused PDO time.
- Employee may have a 2nd attempt if cleared by a physician.
- If the employee fails a 2nd attempt because of failing a pre-vitals screening or failure to complete the course, they will be placed off duty for 60 days, assigned a mandatory physical fitness program by the department PFT to include weekly performance evaluations, and may be subject to disciplinary action.

Except for exemptions as provided herein, a firefighter who does not pass the post-vital screening after completing the FRAT within 30 minutes will immediately:

- Be removed from active-duty firefighter status and sent to the County clinic for evaluation.
- Employee must provide an approved CCFR medical clearance form by the County clinic indicating they are cleared for normal duty within 72 hours. Anything past the allotted time frame to obtain clearance will be considered unexcused PDO time.
- An employee may return to duty immediately following clearance from the County physician.
- Employee will be assigned a mandatory 60-day physical fitness program by the department PFT to include weekly performance evaluations.

Employees that are removed from active duty may utilize annual leave (PDO) or leave without pay until successful completion of the FRAT. Any retesting will be administered by the fire chief or designee.

Employees who fail a FRAT attempt will still be responsible for meeting subsequent biannual requirements. Successive failures within 12 months will be dealt with in accordance with progressive and cumulative discipline.

If successful completion of the FRAT is not achieved within 60 days of the original failure, fulltime firefighters may be permanently reassigned to other non-combat positions if available and qualified.

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No person related by blood or marriage will administer testing for their relative. Testing of job applicants and others as needed will be administered by FRAT-certified training personnel.

MEDICAL FITNESS FOR DUTY

Medical fitness for duty evaluation will be conducted in accordance with NFPA 1582 by a County approved physician. A fitness for duty evaluation maybe requested by the fire chief at their discretion in accordance with NFPA 1582.

TIMING AND RECORDS

The fire chief or designee will be present for each FRAT conducted and ensure two separate times are recorded. Both times will be recorded on a Fire Rescue Abilities Test Score Form and submitted to the training division. All completed FRAT records will be forwarded to the fire training chief.

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14. Grievance Procedure

In a mutual effort to promote harmonious working relations between the parties of this agreement it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from the application and interpretation of this agreement. The parties agree that the grievance procedure shall be the sole and exclusive method of the Union to question the County's application or interpretation of this agreement and in all matters of discipline.

To avoid the confusion and problems which occur when several forums are being used for the same or similar subjects a grievance shall be held in abeyance when an employee or the Union files a claim with any court or administrative agency covering the subject matter of the grievance.

The Union president has the right to file a general grievance beginning at step 3 of the grievance procedure on behalf of a named employee provided all the following criteria are met:

- That the Union can factually demonstrate the subject matter of the grievance is general in nature and has broad application to a significant number of members of the bargaining unit.
- That the matter is otherwise a grievable matter within the meaning of this article.
- That the grievance is served to the human resources director within seven (7) days after the alleged misapplication or misinterpretation of this agreement.

Should the Union decide to file a general or class action grievance on matters that have already been filed by individual employees, with or without the assistance of the Union, such grievances will be consolidated and resolved together.

A shift representative shall be permitted to confer with the appropriate supervisor and/or director under the circumstances described under step 1 of the grievance procedure without loss of pay provided the County may discontinue payment for such time in case of abuse by the shift representative.

A shift representative shall report to and receive permission from the fire chief or designee when stopping work to investigate a grievance and shall report back to the fire chief or designee when ready to resume work.

If the shift representative represents more than one work location and is required to leave their regular workplace to investigate a grievance, the shift representative shall report to the fire chief or designee when stopping work and sign out on a form provided by the fire chief or designee. Upon arriving at the work location of the affected employee the shift representative shall report to the appropriate supervisor. Upon returning to the employee's own work location the shift representative shall report back to the appropriate supervisor or designee and sign in when ready to resume work.

Such grievance investigations conducted by the shift representative shall not interfere with County business.

No more than one shift representative shall be permitted to leave their workplace for the purpose of investigating a grievance.

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Definitions

GRIEVANCE – shall be defined as a violation of a specific provision of this agreement.

GRIEVANT – An employee affected by the alleged misapplication or misinterpretation of this agreement. The grievant has the right to the presence of a representative of his/her choosing at all steps of the grievance procedure.

EMPLOYEE – shall include any individual within the bargaining unit covered by this agreement.

DAY – when used in this article shall mean working days: Monday through Friday, exclusive of holidays recognized by the County.

All grievances must be processed within the time limits herein provided unless extended by mutual agreement between the Union president and fire chief or designee.

Withdrawal of Grievance

A grievance may be withdrawn by the grievant at any time at any step of this grievance procedure with written notice to the Union and the County.

Disciplinary Grievance Procedure

In matters of disciplinary termination, the first step for the grievance procedure will be step 3 of this agreement and any decision rendered during step 3 of this process will be final.

All lesser degrees of discipline shall begin with step 1 of this agreement and any decision rendered during step 2 of this process will be final.

Step 1: If a grievance exists the grievant shall, within 14 days after the action giving rise to the alleged grievance, first discuss it in an informal manner with the person that issued the discipline.

Step 2: If the grievance has not been satisfactorily resolved by the procedure in step 1 the grievant shall reduce the grievance to writing specifying in detail:

1. The precise date and manner that the alleged improperly issued disciplinary action occurred
2. The lack of proper cause for discipline of the employee
3. All details and facts on which the grievance is based
4. The action, remedy, or solution requested
5. The employee's signature

The written grievance shall be served on the fire chief within seven days of the response in step 1. If the formal grievance is not served within seven days as provided herein the right to proceed with the grievance is barred. The fire chief shall meet with the grievant, allow the grievant to present the grievance and shall respond to the grievant in writing within seven days from the step 2 meeting.

Step 3: In matters of disciplinary termination the grievant shall, within seven days, submit the written grievance to the human resources director and the county administrator or designee. The county administrator or designee shall respond to the grievance within seven days from receipt of the written grievance.

Contract Grievance Procedure

Step 1: If a grievance exists the grievant shall, within 14 days after giving rise to the alleged grievance or if provisions of this agreement which is/are alleged to have been misapplied or misinterpreted, discuss it with their immediate supervisor in an informal manner.

Step 2: If the grievance has not been satisfactorily resolved by the procedure in step 1 the grievant shall reduce the grievance to writing specifying in detail:

1. In matters of contract violation, the specific provision(s) of this agreement which is/are alleged to have been misapplied or misinterpreted
2. In matters of discipline the lack of proper cause for discipline of the employee
3. The precise date and manner of the alleged improperly issued disciplinary action or, misapplication/misinterpretation of this agreement
4. All details and facts on which the grievance is based
5. The action, remedy, or solution requested
6. The employee's signature

The written grievance shall be served on the fire chief within seven days of the response in step 1. If the formal grievance is not served within seven days as provided herein the right to proceed with the grievance is barred. The fire chief shall meet with the grievant, allow the grievant to present the grievance and shall respond to the grievant in writing within seven days from the step 2 meeting.

Step 3: In the event the grievant is not satisfied with the written disposition of the grievance by the fire chief or if no disposition has been made within the time limits provided in step 2, the grievant shall, within seven days, submit the written grievance to the human resources director and the county administrator or designee. The county administrator or designee shall respond to the grievance within seven days from receipt of the written grievance.

Step 4: In the event the grievant is not satisfied with the disposition by the county administrator in step 3 or if no disposition has been made within the time limit as provided in step 3, the Union may request grievance arbitration as set forth below. Such request shall be filed with the human resources director no later than seven days after the county administrator's step 3 response to the grievant. If the County does not agree that the matter is arbitral, notification of such disagreement as to whether the matter is arbitral shall be sent to the Union and/or the grievant, whichever is applicable, within 15 days of receipt by the human resources director of the request to proceed to arbitration. The parties agree that in such an instance an arbitrator shall be selected according to the Strike 3 Rules of the Federal Mediation &

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Conciliation Service (FMCS). The arbitrator shall rule first as to whether or not the matter is arbitral before the grievant or the Union shall take any further action regarding the grievance.

Step 5: If there is no objection by either party as to whether the matter is arbitral or if the above-mentioned procedure has been fully complied with, the arbitrator shall then take the grievance under consideration for resolution in accordance with the rules of the FMCS. It is expressly understood that the arbitrator shall not have the power to add to or subtract from, modify, or alter the terms of this agreement. The arbitrator shall render a decision in writing within 30 days or as soon as possible. If post hearing briefs are submitted, a mutual agreement will be made as to when the briefs are due to be mailed to each respective party and submitted to the arbitrator. The arbitrator's written decision will be mailed to both parties after receipt of the post hearing briefs and a mutually acceptable date is given for the decision. The decision shall be binding on all parties. All expenses for witnesses, arbitrators, and other associated costs relating to mediation and/or arbitration shall be the sole responsibility of the losing party.

The time limits provided in this article shall be strictly observed unless extended by mutual agreement between the union president and the county administrator or designee. Failure of the Union or grievant, whichever is applicable, to proceed with the grievance within the time limits hereinbefore provided shall result in dismissal of the grievance. Failure of the County or its representatives to respond within times provided shall entitle the Union or grievant, whichever is applicable, to proceed to the next step of the grievance procedure.

All grievances shall be processed outside of normal working hours except as follows:

1. The presentation to the fire chief or immediate supervisor described in step 1 may be made during normal working hours provided permission has been received and such presentation does not interfere with County business.
2. The presentation to the fire chief described in step 2 may be made during normal working hours upon the mutual agreement of the fire chief and the grievant.
3. The presentation to the human resources director and county administrator described in step 3 may be made during normal working hours upon mutual agreement of the grievant, the human resources director, and the county administrator.
4. The grievant and shift representative shall be paid only for the time spent presenting grievances during working hours as described in step 1 through step 3.

The date of disposition shall be the date on which the fire chief or county administrator delivers the disposition to the Union or grievant, whichever is applicable, or the date of postmark in those instances where delivery is by U.S. Mail.

Disciplinary action taken by the County must be implemented no later than 10 days, not to include weekends or holidays, following the County's conclusion of their active investigation of the matter. All disciplinary actions will comply with the Firefighter Bill of Rights Florida State Statue 112. The employer shall not discharge, suspend, or take any other disciplinary action against an employee without proper cause.

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15. Health and Safety Committee

The County and the Union agree to provide the highest standards of health and safety in the fire rescue department in order to eliminate accidents, deaths, injuries, and illness as much as possible. In this article, the Union, through its representatives, has been accorded certain participatory rights and shall not diminish the employer's rights and responsibilities herein described.

The County and the Union agree to participate in a joint workplace safety group that will consist of representatives from each party. All parties will actively participate in the promotion of all aspects of health and safety to include, but not limited to, the physical fitness program, the training program, and the utilization of all safety equipment and procedures. The County and the Union agree to consider nationally recognized fire standards and guidelines for training exercises.

There shall be a joint health and safety committee composed of three members appointed by the Union president and three members appointed by the fire chief or designee, of which two must be on-call. Out of the committee a chairperson shall be selected and will be appointed to a two-year term as chairperson. Health and safety committee bargaining unit members covered by this agreement shall be compensated their regular hourly wage while engaging in workplace safety committee or workplace safety coordinator training, meetings, or other duties incurred by being a part of this committee.

All actions of this committee will be in compliance with applicable Florida State Statutes and the Florida Administrative Codes.

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16. Indemnification

The County shall offer legal defense to employees for civil suits from tort liability incurred while acting in the scope of employment and pursuant to the guidelines set forth in Florida State Statute 768.28, and protect said employee from civil liabilities only, resulting from any act, event, or omission of action in the scope of their employment or function, unless such employee acted in bad faith, or with malicious purpose, or in a manner exhibiting wanton or willful disregard of human rights, safety, or property. If the attorney selected by the County to represent the employee is not acceptable to the employee, the employee may retain their own attorney at their own cost.

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17. Insurance

The County shall offer health, dental, vision, and life insurance plans to all bargaining unit members including retirees.

When the County determines that there is reason to change benefits, coverage, or premium costs the following procedure shall apply:

I. The County will provide, in writing, no less than four weeks' notice to the Union of its determination.
II. The County may not implement any reduction in benefits or coverage until completion of negotiations or any impasse has been resolved by the County
III. In the event a premium cost change occurs, an appointed member of the Union shall be involved with any informational meeting, etc. until an agreement is reached (example: insurance review committee).

The County agrees to provide an on-site health and wellness center for bargaining unit members and retirees carrying the County's health insurance for purposes of primary care appointments. The health and wellness center shall be open a minimum of five days per week with the exception of designated holidays. The County reserves the right to annually review the sustainability and operations of the on-site health and wellness center.

The County, in conjunction with the designated insurance broker, agrees to actively pursue additional employee insurance options annually in an effort to provide alternatives to reduce the overall impact of cost associated with health care.

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18. Labor & Management Partnership Strategy Group

There shall be a Labor Management Partnership Strategy Group consisting of representation from the Union and Management. The purpose of this group is to discuss operational concerns and ideas, including but not limited to standard operating guidelines, apparatus response, development of uniform items, etc.

The Labor Management Partnership Strategy Group will be comprised of three members appointed by the Union president and three members appointed by the fire chief or designee. The group shall meet on request of either party, or at least quarterly, to discuss and provide input for safety and operational issues. The group shall have the authority to make advisory recommendations to the fire chief.

The purpose of these informal conferences is to facilitate the communication and resolution of mutual concerns. They shall not be construed to constitute a re-opening of negotiations or resolution of grievances.

Union representatives in this group will not be compensated by the County for these meetings, but the union representatives may elect to use union time pool.

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19. Leave of Absence without Pay

The fire chief may authorize leave without pay to a fulltime non-probationary bargaining unit member for a period of up to 30 calendar days per each request up to a maximum of 60 days total per calendar year for reasons deemed to be in the best interest of the County which do not adversely affect departmental operations.

The leave period shall, if possible, be for a specified length of time. An employee granted leave is required to give notice of intent to return or request an extension at least two weeks prior to the expiration of the approved leave period. Failure of the employee to return to work at the expiration of approved leave will be considered a voluntary resignation.

All accrued PDO and approved sick bank leave must be used before leave of absence without pay is granted. Leave of absence without pay in excess of 15 consecutive calendar days will stop any further accrual of PDO.

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20. Light Duty Assignment

An employee who is unable to perform the essential functions of their position due to an injury or illness not covered under the County's Workers' Compensation Policy may be afforded a temporary light duty assignment upon the approval of the fire chief or designee. This includes employees who have exhausted their FMLA benefits provided they have clearance from their physician to work in a light duty capacity.

Unless otherwise precluded by applicable law, the County will require that an employee in need of light duty present sufficient medical documentation verifying the need, the employee's medical restrictions, and the expected duration of the need for light duty. The County will require periodic updates of this medical information from the employee and their physician. The County will not require an employee to perform light duty assignments that exceed the employee's medical restrictions.

Employees performing light duty will be paid their regular hourly wage rate. If the employee is assigned to a 40-hour per week schedule, their pay will be adjusted to reflect their annual salary. Employees who are assigned to light duty on a 40-hour per week schedule will be entitled to overtime compensation for actual hours worked in excess of 40 hours in a work week and accrual of all other benefits will be in accordance with rates applicable to 40-hour per week fire rescue employees.

At the sole discretion of the fire chief or designee, light duty assignments will be limited to a maximum of 60 days. An additional 30 days may be granted by the county administrator or designee.

Prior to returning to normal job duties the County will require the employee to provide a fitness for duty form from their physician establishing the employee's ability to safely perform the essential functions of their position. Prior to being placed back on regular duty the employee will be required to pass the physical agility test (FRAT).

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21. Loss of Personal Property

The County shall repair or replace an employee's prescription eyeglasses, contact lenses, and hearing aids when all the following conditions are met:

- The item was damaged or lost as a result of the employee's performance of duties
- The damage or loss was not a result of the employee's own negligence or failure to use proper protective equipment
- The employee reports the damage or loss to their immediate supervisor, within two hours of the end of the current assignment or shift on a form provided for this purpose

When the conditions of this article are met, the County shall reimburse the cost of replacement of the mentioned items. Payment will be made within 30 days of receipt of all necessary paperwork.

In no event shall the County be required to pay more than $300 each calendar year per employee under this article.

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22. Management Rights

Except as expressly limited by any provision of this agreement, it is the right of the County to determine unilaterally the purpose of each of its constituent agencies, to set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this agreement.

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23. Minimum Staffing

The County and the Union recognize the importance of proper staffing. For the immediate future, while the County expands departmental coverage, minimum staffing shall be defined as no less than two fulltime personnel per station assignment. It is agreed that as funds become available the ultimate goal of Citrus County Fire Rescue shall be to staff no less than three fulltime personnel per station assignment, per day.

Daily Minimum On-Duty Personnel

Every shift & station shall be at a minimum of 2 on-duty personnel each day

- One company officer (or equivalent)
- One driver engineer (or equivalent)

Every shift shall be at a minimum of 20 on-duty personnel each day.

If at any time there are more than six vacancies in the firefighter entry level position, the County agrees to immediately start the hiring process.

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24. Miscellaneous Employee Benefits

Employees required to use personal vehicles when ordered to report to another duty station without prior notification after reporting to or leaving from their regular assigned duty station shall be paid regular travel at the County's reimbursement rate.

The County shall provide "Life Scan" screenings to fire rescue employees every year due to the hazardous nature of daily job-related functions.

The County agrees to furnish two fire service-related trade magazines or professional journals in each career fire station.

The County agrees to provide cable television or equivalent to each career fire station with two digital converters required by the cable provider. At no time shall any cable box be used for recording or purchasing any pay-per-view programming. Stations that are currently above the two digital converter minimum will remain status quo with their allotment.

The County agrees to provide a second internet connection at each career fire station. This service will be used for the purpose of completing approved fire or college classes on-line without interfering with day-to-day operations on the station computer.

Living Conditions:

- The County agrees to provide hot and cold potable running water, working showers, refrigerator/freezer, dishwasher, microwave, heating and air conditioning with controls available to personnel, stove/oven, individual bunks, individual lockers, ice machine, washer, dryer, and laundry supplies (to include bleach, fabric softener sheets, and laundry detergent) at each career fire station at all times. The appliances and supplies are to be used during the performance of official fire rescue business only.
- All potable water at fire stations will be tested if needed or requested to ensure safe consumption.
- At any time the items listed above are in need of repair or replacement it shall be deemed an immediate priority.

The County and the Union, through the labor/management strategy group will establish and maintain a minimum standardized "station goods" list to be provided by logistics.

The County agrees to continue participation with the Florida Retirement System for all bargaining unit members.

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25. No Strike

The Union, its members, agents, representatives, or bargaining unit employees, or other persons acting on their behalf shall not engage in, sanction, or condone, authorize, participate in, or permit any interference with County operations, nor engage in strike activity prohibited by law.

The term “strike” means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations of employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the County for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the County; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage at the County. The term “strike” shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

The County agrees that it will not engage in a lock-out of bargaining unit members.

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26. Out of Classification Assignment

Any 24-hour bargaining unit member on a current promotional list will receive the following for being required to accept the duties and responsibilities of an out of classification assignment.

- Receive $1.50 per hour above their current base rate of pay
- Not be required to sit for any further promotional assessments for the rank they are being required to fill in an out of class assignment

Any 24-hour bargaining unit member not on a current promotional list may voluntarily request to work out of class. If approved, these individuals will receive $1.50 per hour above their current base rate of pay but must meet the following minimum criteria when being required to accept the duties and responsibilities in an out of classification assignment.

- Must have 6 months full-time service with Citrus County Fire Rescue or 6 months in a newly promoted position and have successfully completed phase 2 of their assigned task book.
- Must either meet all the education and time requirements for the position they are filling or be cleared by the training division for out of class assignment by way of a skills demonstration.

Individuals who wish to be removed from their voluntary out of class assignment will lose all out of class pay and become ineligible to work out of class until they are placed on a promotional list. Final determination and approval for personnel acting in an out of class assignment shall be made by the fire chief or designee.

All regular occurring vacancies will be filled in the following order:

1. Same shift out of class personnel
2. Same rank voluntary overtime
3. Out of class personnel voluntary overtime
4. Same rank mandatory overtime

Individuals shall not be assigned to work out of class in positions considered vacant beyond 90 days. All vacant positions shall be filled in accordance with the Vacancies and Promotions article of this agreement.

Every effort will be made to keep individuals that are required to ride out of class in the same station they are assigned to when fulfilling out of class assignments.

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27. Outside Employment

Outside employment is any paid employment performed by an employee in addition to their employment with the County. Any member of the bargaining unit who desires to perform outside employment shall do so in accordance with the County's policies and procedures and file a written request.

Outside employment may not be approved unless the following minimum criteria are met:

- Such employment shall not interfere with the efficient performance of the employee's duties
- Such employment shall not involve a conflict of interest or conflict with the employee's duties as determined by applicable laws and regulations or the appearance of conflict as determined by the County
- Any employee accepting outside employment under the terms of this rule shall make arrangements with the outside employer to be relieved from their outside duties if and when called for a bona fide emergency by the County.
- Employees will not engage in outside employment when away from work using unscheduled PDO or FMLA for personal illness
- Outside employment will not occur during assigned business hours unless the employee is on approved annual leave or approved unpaid leave of absence
- The County will not be responsible for any illness or injuries which may arise from the outside employment

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28. Personal Days Off

Personal Days Off (PDO) are intended to allow a period of rest and relaxation and time to take care of personal business matters. Each employee shall only be allowed to continually accrue annual leave based on the rates below. This time may also be utilized for absence from duty because of personal illness, physician appointments, continuing education, and legal quarantines of an employee or their immediate family.

Personal Days Off for 24-hour employees will be accrued as follows:

Years of Service	Hours Accrued Annually	Maximum Accrual
1 – 4 Years	367	734
5 – 9 Years	423	846
10 – 14 Years	479	958
15+ Years	535	1070

Personal Days Off for fire inspector (or 40-hr/week employee) will be accrued as follows:

Years of Service	Hours Accrued Annually	Maximum Accrual
1 – 4 Years	176	280
5 – 9 Years	216	400
10 – 14 Years	256	520
15+ Years	296	560

Any employee over their allowed maximum amount of accrued time shall not accrue any additional PDO time until they are under the stated maximum accrued hours corresponding with their years of service.

Employees requesting annual vacation leave shall submit a request at least sixty hours prior to the date(s) leave is to be taken.

An employee may take accrued time off in increments of 12 hours. The fire chief or designee has authority to approve or disapprove any PDO request and may exercise that authority when appropriate.

An employee may be granted time off in increments less than 12 hours to attend doctor or dental appointments, classes and/or training.

At any time, the County may solicit hours to be sold back to the department at a rate of the employee's current hourly rate. Both the employee and the County must mutually agree to sell the hours back.

Any non-probationary member of the bargaining unit who is separated from service with the County in good standing shall be compensated for unused accrued Personal Days Off at the employee's current base rate of pay at the time of separation up to their maximum accrual rate according to the following schedule:

- One to Four Years – 70%

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- Five to Nine Years – 80%
- Ten to Fourteen Years – 90%
- Fifteen or More Years – 100%

The number of personnel allowed annual vacation leave per shift shall be 2 company officers, 2 driver engineers, and 2 firefighters. For the purpose of annual vacation leave usage, the ranks of captain and lieutenant will be considered company officers with company officer rank seniority determining leave usage on available days.

An employee will be granted time off for educational purposes as long as there are no overtime costs incurred and the minimum staffing levels are maintained. In the event this cannot occur without the use of overtime then the employee requesting leave shall use PDO or shift exchange.

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29. Policies and Procedures

As Citrus County Fire Rescue departmental policies, general orders, and other procedures are created and amended from time to time, which may apply to bargaining unit employees, the department will provide a copy to the Union to allow for input.

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30. Reduction in Workforce

In the event of a layoff or elimination of a position within fire rescue, the employee with the least seniority shall be reduced to the next lowest classification provided employee is qualified to perform those duties or can be trained to perform those duties within twelve months, one extension may be granted by the fire chief or designee for circumstances beyond the control of the employee. Such reductions shall continue until the lowest classification has been reached where the employee with the least overall seniority shall be laid off.

Employees will be recalled from a layoff in the reverse order of their layoff, by seniority, provided the employee is still qualified to perform their work. The recall rights shall continue for a period of two years from the date of an employee's layoff. The County shall notify the employees of all job openings in the employee's former category during the two-year period. Such notification will be mailed to the employee's last known address via certified mail and return receipt requested. The laid-off employee must accept the recall option within 14 calendar days of receipt, or the employee will be considered to have forfeited any recall right.

An employee on layoff shall retain seniority for two years following their layoff but shall not accrue seniority while on layoff.

In the event a member of the bargaining unit has been recalled pursuant to the terms of this article, such employee shall be required to meet the essential functions, hiring standards, and all physical and medical standards required of all new employees by the County. Failure to meet such standards will terminate such employee's rights to be recalled.

It is agreed by both parties that no new employees will be hired by the County into positions within fire rescue which were held by members of the bargaining unit who had been laid off in accordance with this article until all members of the bargaining unit who were laid-off in accordance with this article have been given the opportunity to return to work.

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31. Savings Clause

If any article or section of this agreement is deemed invalid, unlawful, or non-enforceable by reason of existing or subsequently enacted legislation, or by any judicial or quasi-judicial tribunal, all other independent provisions of this agreement shall remain in full force and effect.

In the event of any invalidation of any provision of this agreement, the parties agree to meet within 30 calendar days to discuss the matter and attempt to arrive at a satisfactory alternative to the invalidated provision.

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32. Seniority

Seniority, for the purpose of this contract, is defined as the length of continuous, uninterrupted fulltime service with Citrus County Fire Rescue and Citrus Sheriff Fire Rescue combined; no time shall be counted prior to April 5, 2005. Seniority continues to accrue during all types of leave with the exception of leave of absence without pay for a period exceeding 30 calendar days.

For employees hired on the same date, seniority shall be based upon total scores from an assessment process.

Each employee shall have rank seniority based on the employee's total length of service in that rank dating back to the employee's first date of continuous employment in that rank.

The County shall establish a current and accurate seniority list based on both types of seniority on January 1 of every year and post on the agency internal network.

In the event rank seniority in a specific rank is equal between employees, the employee's promotional test score shall be used in breaking a tie.

Types of Seniority:

- **Bargaining Unit Seniority**: for the purposes of this agreement, all bargaining unit members' seniority shall be defined to be the length of continuous, uninterrupted fulltime service while employed by either Citrus County Fire Rescue or Citrus Sheriff Fire Rescue under either bargaining unit included in L4562 (rank and file or supervisory).
- **Rank seniority**: determined by the most recent date of promotion for bargaining unit member of continuous employment in such rank.
- **Company Officer Rank Seniority**: determined by the date of initial promotion to, and continued employment in, a company officer position.

Uses of Seniority:

- Bargaining unit seniority:
  - Shall be used when determining annual leave accrual
  - Shall be used during layoffs and reductions in work force
- Rank and file employees shall use rank seniority for the purposes of selecting:
  - Annual leave / scheduled leave
  - Mandatory assignments
  - Overtime
  - Special assignments/details
- Employees in the supervisory unit, namely company officers, shall use company officer rank seniority for the purposes of selecting:
  - Annual leave / scheduled leave
  - Mandatory assignments
  - Overtime
  - Special assignments/details

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33. Shift Exchange

Shift exchanges are permitted for employees with more than three months of fulltime service. All shift exchanges must be submitted to the employee's battalion chief or designee with at least 12 hours advance notice. With prior written approval, the 12-hour notification may be waived by the battalion chief or designee.

If employed less than three months, the employee may do swaps for educational purposes, emergencies, or circumstances/situations in which the fire chief or designee sees fit.

No more than 10 consecutive shift exchanges may be utilized by an employee unless approved by the fire chief or designee.

A replacement that leaves work early shall have PDO time deducted from their bank at a rate of 1.5 hours per hour for the remainder of the shift. This rule also applies to employees that do not show for duty on a previously approved shift exchange. No hours will be deducted from the employee originally assigned to the shift. Under other circumstances, payroll computations will not be affected by shift exchanges or partial shift exchanges.

A shift exchange constitutes an even exchange and neither party becomes eligible for overtime compensation because of a shift exchange. In the event the shift exchange runs over the 24 hours agreed upon due to the nature of the job the employee working shall be entitled to appropriate compensation.

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34. Sick Leave Bank

The purpose of this article is to establish a sick leave bank for non-probationary bargaining unit members to utilize for long term injury/illness. All non-probationary bargaining unit members will exclusively participate in this sick leave bank in lieu of the regular County sick leave bank.

The County will maintain this sick leave bank to provide employees with temporary continued income and benefits after they have exhausted all PDO hours and are experiencing an illness or injury requiring an extended absence from work.

All regular fulltime non-probationary 24-hr. shift employees will participate in this sick leave bank. To fund the bank employees will automatically contribute 24 PDO hours to the bank per year. Automatic contributions by employees will be made according to the following schedule:

- October 1: 12 hours
- April 1: 12 hours

All regular fulltime non-probationary 40 hour a week employees will automatically contribute 8 hours to the bank per year on October 1 of each year.

In the event of an illness or injury to the employee requiring extended leave, the employee may request PDO hours from this sick leave bank after they have exhausted all accrued PDO.

Up to 720 hours for non-probationary 24-hour shift employees (total) and 480 hours for non-probationary 40-hour/week employees (total) may be withdrawn per calendar year for injury and illness as determined by the fire chief or designee. While utilizing the sick leave bank employees will not accrue any PDO time.

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35. Station Transfers

All bargaining unit members may be eligible to submit for a station transfer each time a vacancy becomes available or when a new station opens. For purposes of this article, a station transfer is defined to exclude temporary re-assignments to different stations for a period not exceeding 90 days.

Personnel may be selected and assigned to work specific vacancies based on individual training, education, and experience; however, preference will be given based on seniority to members with the same qualifications.

All members shall be given 14 days' notice prior to moving a shift and/or station unless otherwise mutually agreed upon.

In any station transfer bid process prior to the fire chief's review all station bid requests will use the following criteria, in order, during the fulfillment of any vacancy:

1. Rank seniority
2. Overall seniority

If two members mutually decide to permanently swap assignments, the request shall be made to the fire chief, in writing, for approval.

In the event any significant department-wide moves are deemed necessary by fire administration a member of the Union's executive board and the Union president will be allowed to participate in the process.

Final authority on all voluntary and involuntary re-assignments rest with the fire chief.

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36. Uniforms

During the term of this agreement, the County agrees to provide the following issue of uniforms at no cost to the employee. It is the County's intent to immediately provide to each employee, as needed, the uniforms, accessories, and protective clothing listed in this article. However, should such uniforms, accessories, or protective clothing not be in stock at the time of hiring or promotion, fire rescue shall immediately process the appropriate paperwork necessary to obtain such items.

Uniforms shall include, at a minimum, the following items as an original standard issue at the time of hiring and will be upgraded appropriately at the time of promotion. Inspector standard issue uniforms will be replaced as needed.

Shift Personnel Standard Issue (Initial Employment):

- 2 Class B shirts (short and/or long sleeve) with appropriate badges and patches
- 4 Class B pants (male or female style), 2 of which may be Class B shorts
- 5 T-shirts (short and/or long sleeve)
- 1 cold weather work jacket
- 1 belt
- 1 set rain gear
- 1 department approved ball cap
- 1 department approved beanie style cap
- 2 pairs gym/workout shorts
- 1 pair safety toe black uniform boots/shoes

Inspector Standard Issue (Initial Employment)

- 5 Class B shirts (short and/or long sleeve)
- 5 Class B pants (male or female style)
- 5 T-shirts (short and/or long sleeve)
- 1 cold weather jacket
- 1 belt
- 1 set rain gear
- 1 department approved ball cap
- 1 department approved beanie style cap
- 1 pair safety toe black uniform boots/shoes (to be replaced annually or as needed)

1 Class A Uniform consisting of:

Firefighter and Driver Engineer:

- 1 Class A shirt
- 1 Class A pant
- 1 patent leather belt and pair of shoes
- 1 black tie

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Company Officer:

- 1 Class A shirt
- 1 Class A pant
- 1 Class A jacket
- 1 black tie
- 1 patent leather belt and pair of shoes
- 1 formal dress hat

All officers will receive two gold badges, one name plate, and a set of collar brass (utilization of the trumpet rank system will be followed), all other positions will receive one silver badge and one name plate.

Combat uniform (safety equipment) to include at a minimum the following (NFPA/OSHA approved equipment):

Complete set of turnout gear consisting of:

1. Turnout coat
   Custom fit turnout gear shall not be issued to any employee in a bargaining unit position for the first 12 months of employment. Once the employee completes their initial probationary period, a custom fit set of turnout gear shall be ordered.
2. Turnout pants
   Custom fit turnout gear shall not be issued to any employee in a bargaining unit position for the first 12 months of employment. Once the employee completes their initial probationary period, a custom fit set of turnout gear shall be ordered.
3. Suspenders
4. Nomex hood
5. Helmet
   a. Yellow for new hire probationary employees
   b. Black for firefighter and driver engineer
   c. Red for company officer
6. Structural firefighting boots
7. Structural firefighting gloves
8. Multi-purpose extrication gloves
9. Appropriate SCBA personal face piece
10. Appropriate eye protection
11. Personal flashlight* *(choice of helmet-mounted or chest-mounted flashlight)*
12. 4 personal accountability tags
13. Turnout gear bag

**A model flashlight shall be selected by the technology committee and mutually agreed upon by the Union and the fire chief or designee.*

Complete set of back-up turnout gear consisting of:

1. Turnout coat

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Custom fit turnout gear shall not be issued to any employee in a bargaining unit position for the first 12 months of employment. Once the employee completes their initial probationary period, a custom fit set of turnout gear shall be ordered.

2. Turnout pants
   Custom fit turnout gear shall not be issued to any employee in a bargaining unit position for the first 12 months of employment. Once the employee completes their initial probationary period, a custom fit set of turnout gear shall be ordered.
3. Structural firefighting gloves
4. Nomex hood

USAR / HazMat (Special Operations) Uniform Issue:

1. 5 pair BDU style pants
2. 1 BDU style jacket with appropriate team patches and name badges
3. 1 USAR belt *(Last Chance style)*
4. 5 special operations team appropriate long sleeve T-shirts
5. 1 pair tactical boots for USAR team members *(USAR approved boots shall be used during deployment)*

The replacement of the listed safety equipment will be on an as needed basis due to contamination or if items become not wearable due to excessive wear as determined by the fire chief or designee. Should any of the safety items contained in this article not be in stock at the time the item is requested, fire rescue shall obtain such items within 30 days and without delay provide an equivalent temporary replacement for any and all safety equipment. Replacement of safety equipment shall be at no cost to the employee provided the employee follows appropriate procedures and was not negligent.

Personnel may be subject to a uniform/equipment inspection to ensure proper appearance and safety is maintained.

On October 1 of each fiscal year (to be pro-rated for new employees after completion of one year of continuous service) a credit of $500.00 shall be issued to each 24-hour bargaining unit employee covered under this agreement for the sole purpose of requesting additional standard issue items given to the employee at the time of hire.

This amount shall not exceed $500.00. Any overage shall be paid by the employee. This agreement is non-transferable from employee to employee. Any amount left over shall not carry over from year to year and holds no cash value.

A maximum of $200 may be utilized for the purchase of extra safety equipment above the standard issue.

The following is a list of additional items that may be requested using the above annual credit:

- Additional standard issue items
- Additional USAR standard issue items
- Additional HazMat standard issue items
- Job shirt

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- Sweatshirt
- Additional standard issue safety equipment excluding turnout gear (turnout coats, pants, SCBA face piece, helmet, and suspenders)
- Any items approved by the fire chief or designee after this agreement has gone into effect. This may include “store items” or any expansion on standard issue items
- The County and the Union through the Labor/Management Strategy Group will establish and maintain a list of safety equipment/protective gear available for purchase with the annual allotment.

After an employee’s 5-year anniversary of fulltime service as defined in the Seniority Article of this agreement they will be eligible to receive custom leather suspenders.

After an employee’s 10-year anniversary of fulltime service as defined in the Seniority Article of this agreement, they will be eligible to receive a leather firefighting helmet.

Upon an employee’s time of service retirement, they shall receive a commemorative service award consisting of one helmet, one uniform, and one badge provided they retire in good standing.

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37. Union Business

The Union, through its president or designee, shall notify the County in writing of the name and scope of authority of the shift representatives, if any, among bargaining unit employees, and shall notify the County in writing of the names of any other person(s) authorized to represent the Union in any dealings with the County for any purpose, and the scope of their authority. This shall not be construed to grant any station representative any procedural or substantive rights but to serve solely as a notification requirement. The County shall not be obligated at any time to recognize or deal with any person claiming to represent the Union whose name and scope of authority have not been made known in writing to the County by the Union as provided herein. The number of station representatives shall be limited to the current number of career fire stations and the executive board for the purpose of disciplinary actions only.

The Union, likewise, agrees that during the term of this agreement, the Union and the employees covered hereunder shall deal only with the fire chief, deputy chief, or designee in matters affecting the interpretation, application, or administration of this agreement.

The County shall allow the Union to erect bulletin boards:

- These bulletin boards shall not exceed 4' by 4’ and shall be placed in a location and appearance mutually acceptable to the County and the Union.
- All official notices of the Union will be on Union letterhead and must be signed by a Union official. The Union shall instruct the shift representative to remove any unauthorized literature from the board. Unauthorized material may be removed by the County, except any official Union notices as described above.
- Approval for posting under the standards set forth herein shall not be unreasonably withheld.
- If any matter is posted which is not in full compliance with this article, the County or Union representative shall immediately remove the item.
- Nothing will be posted that criticizes employees, managerial employees, officials of the County, or any policies or practices thereof. Nothing will be posted of a political nature except for Union elections. All materials must be signed and dated by an officer of the Union.

Payroll deduction of Union dues:

- The County shall obtain permission from the employee to deduct dues owed by the employee to the Union on a form provided by the Union, so long as the Union has provided the County with a signed authorization from each employee whose dues are to be deducted.
- The County shall remit dues that are deducted no later than 30 days from the date the deduction was made.
- Notwithstanding anything herein to the contrary, any authorization for dues deduction may be canceled by any employee with at least 30 days written notice to the County and the Union.
- The Union shall indemnify and hold harmless the County from any and all claims, demands, or expenses in connection therewith based upon the County’s participation in deductions.

Attachment: 2021-2024 CBA - Rank and File (18674 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

38. Union Pride

Each member of the Union shall be allowed to display one 2” reflective IAFF tetrahedron on the exterior dome of their firefighting helmet.

Each apparatus at a career fire station will be allowed to display one 4” round Union sticker on the corner of the front windshield.

Each member of the Union shall be allowed to wear T-shirts and/or ball caps with the designation “L4562” upon approval of the fire chief or designee.

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39. Union Recognition

The County recognizes the International Association of Fire Fighters, Local 4562, as the sole and exclusive bargaining agent for the position classifications of firefighter EMT, driver engineer EMT, lieutenant EMT, captain EMT, and fire inspector who have designated the Union as their bargaining agent.

Effective October 1, 2019, the County additionally recognizes the International Association of Firefighters as the sole and exclusive bargaining agent for the position classifications of firefighter paramedic, driver engineer paramedic, lieutenant paramedic, and captain paramedic.

A. The "Rank and File Bargaining Unit" shall include position classifications of fulltime firefighter, driver engineer, and fire inspectors.
B. The "Supervisory Bargaining Unit" shall include position classifications of fulltime lieutenants and captains.
C. New and/or changed classifications: If new classifications are established by the County and added to the bargaining unit or if the duties of existing bargaining unit classifications are substantially changed, the County shall forward the proposed changes and any proposed wage scale to the Union for impact bargaining when applicable by law.

All other County employees are excluded from the provisions of this agreement.

Attachment: 2021-2024 CBA - Rank and File (18674 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

40. Union Time Pool

There shall be created a time pool to be known as the "union time pool". Every bargaining unit member may voluntarily contribute accrued PDO (personal day off) to this pool. This pool shall not at any time be in the negative.

All time drawn from the union time pool shall be deducted hour for hour. If the use of union time pool causes the County to incur overtime or any other costs, this account will be charged sufficient hours to reimburse the County for all costs incurred.

A written request after the approval from the Union president or designee for use of union time pool must be submitted to the fire chief or designee at least 60 hours in advance of the requested time off. Notices less than 60 hours may be approved by the fire chief or designee.

A maximum of 1000 hours of time can be rolled over into the next consecutive year.

Two members of the Union negotiating team may be allowed time off for all negotiation meetings. Negotiation meetings shall be mutually set by the County and the Union.

While using time from the union time pool, the employee in question is not considered to be working or covered by workers' compensation.

The union time pool may be utilized by designated individuals in the event a Union officer or executive board member is unable to attend an authorized Union event. Individuals to be designated will be identified by the officer or board member who is unable to attend the designated event.

Union time pool donations shall be open to all bargaining unit members for a minimum of six days starting on October 1 of each year or when the pool drops below 100 hours.

Attachment: 2021-2024 CBA - Rank and File (18674 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

41. Vacancies and Promotions

All bargaining unit employees on any department promotional list as of November 1, 2021, will be considered grandfathered in and not effected by any contract changes regarding promotional eligibility. The following are educational and time requirements for each position within the bargaining unit. All requirements must be met prior to sitting for an assessment center for all those participating in an assessment center after November 1, 2021.

Continuous fulltime service with Citrus County Fire Rescue will include time with Citrus County Sheriff's Office under the division of Fire Rescue if there was no break in service.

Continuous fulltime service outside of Citrus County Fire Rescue will be defined as meeting the following criteria:

- Employee has had no breaks in service that are greater than two years as verifiable through the State Bureau of Standards and Training
- All service considered must be in a full-time position at a career department

Driver Engineer

- Must have a minimum of one-year continuous fulltime service with Citrus County Fire Rescue as a firefighter or three years continuous fulltime service in a career department
- Florida State Certification as a Pump Operator

Lieutenant

- Candidate must not be on initial 12-month probation (will be waived prior to outside testing process)
- Must have a minimum of two years continuous fulltime service with Citrus County Fire Rescue as a driver engineer or five years continuous fulltime service in a career department
- Florida State Certification as a Pump Operator
- Florida State certification as a Fire Officer I

Captain

- Must have a minimum of two years continuous fulltime service with Citrus County Fire Rescue as a lieutenant
- Florida State Certification as a Pump Operator
- Florida State Certification as a Fire Officer II
- Florida State Certification as a Fire Safety Inspector I
- Must have certification from the Florida State Bureau of Fire Standards and Training as Fire Instructor I

Attachment: 2021-2024 CBA - Rank and File (18674 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

Assessment Center Process:

An assessment center for each position shall be completed at a minimum of once per year, unless otherwise mutually agreed upon by the fire chief and the Union. This annual process shall be held within 90 days either before or after January 1 of the appropriate year.

All assessment center procedures shall be reviewed by the fire chief and the Union prior to each assessment center process.

Notification of the dates, times, and locations and eligibility requirements to sit for the assessment centers shall be provided to all bargaining unit employees with at least 15 working days' notice. All qualified bargaining unit members shall have a minimum of 5 working days from notification to submit their intention in writing to the training division to be eligible to sit for an assessment center.

Any formal disciplinary action resulting in a demotion shall exclude an individual from applying for a vacancy for a period of two testing cycles.

At no time shall an employee test for two consecutive ranks in a one-year period. This clause will be void when/if time requirements are waived.

Vacancies:

When a fulltime vacancy occurs in any position within the bargaining unit above the entry level position it will be filled by internally promoting bargaining unit employees from the current promotional list within 30 working days or 90 working days if an assessment/testing center needs to be completed.

Promotional Process:

Once the final promotional assessment score has been completed the candidate shall be considered eligible for promotion and placed on the appropriate promotional list. If a candidate on a current promotional list decides to retest to improve their previous score, they will forfeit their previous test results and follow the new results.

Once all applicants have successfully completed the assessment center, they will be given additional points based on the following table. All documentation required for additional points shall be on file with fire administration prior to testing beginning to be considered. All successful candidates will be ranked accordingly with the highest score giving promotional priority over the remaining applicants.

Attachment: 2021-2024 CBA - Rank and File (18674 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

CAPTAIN	LIEUTENANT	DRIVER ENGINEER
Promotional Assessment Score 100 possible points	**Promotional Assessment Score** 100 possible points	**Promotional Assessment Score** 100 possible points
Degree (points only awarded to highest level attained and for one degree only) AS/AA 5 points BS/BA 10 points MS/MA 15 points	**Degree (points only awarded to highest level attained and for one degree only)** AS/AA 5 points BS/BA 10 points MS/MA 15 points	**Degree (points only awarded to highest level attained and for one degree only)** AS/AA 5 points BS/BA 10 points MS/MA 15 points
Credentialed Paramedic 15 points	**Credentialed Paramedic** 15 points	**Credentialed Paramedic** 15 points
Fire Officer III (or better) 10 points	**Fire Officer II (or better)** 10 points	**Fire Officer I (or better)** 10 points
Instructor II (or better) 10 points	**Instructor I (or better)** 10 points	**Instructor I (or better)** 10 points
Years of Seniority (1pt/year) 15 possible points	**Inspector I (or better)** 10 points	**Inspector I (or better)** 10 points
Out of Class (.5pt/month) 6 possible points	**Years of Seniority (1pt/year)** 15 possible points	**Years of Seniority (1pt/year)** 15 possible points
	Out of Class (.5pt/month) 6 possible points	**Out of Class (.5pt/month)** 6 possible points

In the event the training division does not receive any eligible candidates for the vacancy, consideration to participate in an assessment center will be given to both internal and external candidates who meet the criteria below:

Internal Candidates:

All internal candidates shall meet all educational requirements as stated for the rank being tested but will not be required to meet the service time requirements. All internal candidates may only test for one rank above the one they hold. All internal licensed paramedic candidates shall receive 15 additional points. Once the candidate is promoted, if they are not currently credentialed, they will be given 30 days to complete the credentialing process.

External Candidates:

All external candidates must meet all the educational and time requirements listed in this article for the rank they are being tested. All external licensed paramedic candidates shall receive 15 additional points regardless of credentialing.

Attachment: 2021-2024 CBA - Rank and File (18674 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

42. Wages and Other Compensation

All bargaining unit members shall receive a 2% increase applied to their base rate of pay on the current recognized County sliding scale for pay increases as of October 2, 2021.

All bargaining unit members shall receive a 3.5% increase from their base pay rate for each step applied for, if all stated qualifications in the step have been met as of October 2, 2021. All bargaining unit members may apply for step 1 after meeting the requirements set below. Bargaining unit members will be eligible to apply for subsequent steps in the step plan as they meet the time and education requirements. All qualifications must be met in the current step prior to moving to the next step.

Bargaining unit members will not be eligible to receive any step plan incentives if the current minimum educational requirements of their current rank and the subordinate ranks they supervise as stated in the Vacancies and Promotions Article have not been met. Step increases are limited to the duration of the agreement. Upon the expiration date of the agreement, bargaining unit members will remain at the pay grades they attained, with no additional advance in grade.

Step Plan

Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Fire Inspector $18.04 - $27.18	-1 year of FT service -One 40-hr. class toward Inspector 2	-2 years at Step 1 -Inspector 2	-2 years at Step 2 -Fire & Life Safety Educator	-2 years at Step 3 -Investigator	-2 years at Step 4 -Fire Code Administrator	-2 years at Step 5 -Health & Safety Officer
Firefighter $13.03 - $19.75	-1 year of FT service -Completion of probation	-2 years at Step 1 -State Pump Op	-2 years at Step 2 -40-hr. Aerial Course	-2 years at Step 3 -Building Constr.	-2 years at Step 4 -Tactics I	-2 years at Step 5 -Course Delivery
Driver Engineer $15.16 - $22.92	-1 year of FT service as DE -40-hr. Aerial Course	-2 years at Step 1 -Building Constr.	-2 years at Step 2 -Tactics I	-2 years at Step 3 -40-hr. Course Delivery	-2 years at Step 4 -FO1	-2 years at Step 5 -Instructor 1
Lieutenant $17.50 - $26.65	-1 year of FT Service as LT -One 40-hr. class toward FO2	-2 years at Step 1 -Instructor 1	-2 years at Step 2 -FO2	-2 years at Step 3 -Inspector 1	-2 years at Step 4 -LFTI 1	-2 years at Step 5 -30 College Credit Hours
Captain $20.25 - $30.88	-1 year of FT service as Capt. -One 40-hr. class toward FO3	-2 years at Step 1 -30 college credit hours	-2 years at Step 2 -Instructor 2	-2 years at Step 3 -LFTI 1	-2 years at Step 4 -FO3	-2 years at Step 5 -Inspector 2

Attachment: 2021-2024 CBA - Rank and File (18674 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

Promotional Pay Increase

If an employee is promoted from one job classification to another, they will be given a pay increase following the below schedule (whichever pay is greater):

- Base hourly rate of pay for the applicable rank as stated above (plus $2.50 for credentialed paramedics) OR
- 10% increase from current hourly base rate of pay

Paramedic Pay Increase

- All bargaining unit members will be eligible to receive a total of $1.50 per hour increase to their base rate of pay for certification as a paramedic. All bargaining unit members receiving this increase shall successfully credential through the County medical director within 90 consecutive calendar days from the date of certification as a paramedic or employment as a new hire into a paramedic position.
- All bargaining unit members will be given an additional $1.00 per hour increase to their base rate after the paramedic has successfully completed credentialing through the County medical director.
- All bargaining unit members who are considered a "credentialed paramedic" shall have all raises applied after the application of the above referenced $2.50.

Other Compensation

All bargaining unit members part of CCFR Special Operations will be eligible to receive a pay increase accordingly as listed below:

1. Team Member: An employee who is a member of either the Hazmat or Technical Rescue Team shall receive a total of $.45/hour
2. Special Operations: An employee who is a member of both the Hazmat and Technical Rescue Team shall receive a total of $1.00/hour.

Special Operations team members will be assigned appropriately to each special operations station as determined by the fire chief or designee.

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43. Work Period and Overtime Compensation

All 24-hour employees shall begin shift at 0800 hours and end at 0800 hours on the following day, consisting of 24 consecutive hours.

Pursuant to section 7(k) of the Fair Labor Standards Act, employees working a 24-hour shift will work a 14-day work period for purposes of determining overtime compensation.

Employees who work a 24-hour shift shall be paid overtime compensation at a rate of 1.5 times their regular rate of pay for hours actually worked in excess of 106 hours per 14-day work period. Employees assigned to a 40-hour work week schedule shall be paid overtime compensation at a rate of 1.5 times their regular rate of pay for hours actually worked in excess of 40-hours per work week. Sick and annual leave (PDO) do not count as hours worked even though they are paid hours.

Employees who are normally scheduled to work on any of the County's recognized holidays will be paid at a rate of 1.5 times their regular rate of pay for up to 12 hours. Employees who are mandatorily assigned to work a shift, other than their normally scheduled shift, on any of the County's recognized holidays will be paid at a rate of 1.5 times their regular rate of pay for up to 24 hours.

All holidays for 40-hr employees will be only those recognized by the County. At the discretion of the immediate supervisor an employee may be offered overtime or the opportunity to utilize flex time during the affected pay cycle if assigned to a special detail outside of their regular weekly schedule.

Call-back Pay: Off duty shift personnel who are called back to work by the department shall be paid a minimum of four hours pay at their current pay rate provided it does not overlap their regular work schedule. Employees shall be paid for all overtime hours worked beyond the initial four hours as usual.

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44. Execution

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below:

Local 4562 Professional Firefighters of Citrus County, International Association of Firefighters

_____ _____
Thomas Ratchford, President Date
Local 4562

Citrus County Board of County Commissioners

_____ _____
Chairman Date
Citrus County, BOCC

_____ _____
Charles R. Oliver, County Administrator Date
Citrus County, BOCC

Attachment: 2021-2024 CBA - Rank and File (18674 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

Collective Bargaining Agreement

BETWEEN CITRUS COUNTY, FLORIDA

AND

LOCAL 4562 PROFESSIONAL FIREFIGHTERS OF CITRUS COUNTY, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

SUPERVISORY – LIEUTENANTS & CAPTAINS

Duration:
October 1, 2021 – September 30, 2024
CITRUS COUNTY, FLORIDA

Attachment: 2021-2024 CBA - Supervisory (18674 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

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1. Preamble

This Agreement is entered into by and between Citrus County, Florida, hereinafter referred to as the "County," and Local 4562 Professional Firefighters of Citrus County, International Association of Fire Fighters, hereinafter referred to as the "Union".

It is the purpose of this agreement to achieve, promote, and maintain harmonious relations between the County and the Union; to provide an orderly and peaceful means for resolving differences which may arise concerning the interpretation or application of this agreement; to promote the effectiveness, efficiency, and morale of Citrus County Fire Rescue; and to set forth the entire agreement between the parties concerning wages, hours and terms and conditions of employment.

The Union recognizes that the County is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and wellbeing of the pubic and their best interest will be served by the assurance of orderly, efficient, and uninterrupted operations to the public at all times.

All references to employees throughout this agreement mean employees covered by this bargaining agreement.

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2. Duration of Agreement

This Agreement shall be effective as of the 1st day of October 2021 and shall remain in full force and effect until the 1st day of October 2024. After expiration, the terms of this agreement constitute the status quo until a successor agreement is ratified by both parties.

Upon request by either party, negotiations for a successor agreement shall commence within 30 days of the request or with the mutual agreement of the parties on any date thereafter.

Each party has the option to choose no more than two articles to reopen on an annual basis. The wage article will reopen on an annual basis in addition to the previously stated articles. Notification of the desire to reopen an article must be submitted to the opposite party on or before January 15 and with an intent to close negotiations by June 1.

To the extent the mutually scheduled negotiations occur on a regularly scheduled workday of a designated member of the Union's bargaining team, up to a maximum of two such union representatives may utilize union time pool to cover any loss of pay.

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3. Advanced Life Support

Effective upon ratification of this article by both the Union and the County, the following shall apply. Paramedics shall receive monetary compensation as outlined in the wage article of this collective bargaining agreement. Non-credentialed paramedics must successfully complete the requirements outlined in the below article prior to receiving full compensation as a credentialed paramedic.

The following educational requirements must be maintained by paramedics:

(a) Must hold a valid State of Florida certification as a Florida State Certified Paramedic
(b) Must hold a valid CPR certification for Health Care Professionals or equivalent
(c) Must hold a valid ACLS certification

All paramedics must meet the requirements set forth by the medical director to be considered credentialed. All bargaining unit members holding a paramedic certificate will be eligible to be credentialed.

If a bargaining unit member is unable to credential through the medical director as a paramedic within a period of 90 calendar days, all paramedic monetary compensation as outlined in the wage article will cease. The bargaining unit member shall remain in a BLS status until successful completion of credentialing by the medical director at which time they will receive paramedic compensation as outlined in the wage article.

If at any time, the medical director deems any paramedic incapable of performing his/her paramedic duties for reasons unrelated to conduct subject to disciplinary action, he/she shall be moved to a BLS status and reduced to non-credentialed paramedic pay until they have been recredentialed or any required remediation has been completed. This shall be completed within 90 calendar days of status change. If an employee is unable to complete credentialing or remediation as outlined by the medical director, all paramedic monetary compensation will cease, and they will maintain the status of an EMT until they are able to successfully meet the requirements.

If at any time, any personnel should lose their certification as a paramedic in the State of Florida it will be the responsibility of the person involved to seek reinstatement of their certification through the State of Florida. Any personnel that lose their certification as a paramedic for reasons unrelated to conduct subject to disciplinary action shall be moved to a BLS status as an EMT if certified and all paramedic compensation will cease.

Remedial training shall be given to all employees who are unable to successfully credential through the medical director.

The County agrees to cover all state mandated CEU requirements for all bargaining unit members. This shall cover both EMT-B and EMT-P certifications.

The County agrees to cover the cost associated with bargaining unit members' renewal application for either paramedic or EMT certifications. At no time will the County cover the cost for more than one certification renewal per bargaining unit member biannually.

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For future growth needs of the organization, based on operational needs, current bargaining unit members may be afforded the opportunity to attend a paramedic certification course at the cost of the County per calendar year.

4. Civil Emergencies

If at any time it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, similar catastrophes or disorders, or public employee strikes, the provisions of this agreement may be suspended by the County during the time of the declared emergency provided that wage rates, overtime, and other monetary benefits shall not be suspended, and provided further that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency at the level agreed to in this agreement.

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5. Community Relations and Charity Work

Both the County and the Union recognize the importance of public education and community service. The County shall allow fire rescue equipment and personnel to be used for said purpose in a station's first alarm area with on-duty personnel.

Participation will be at the discretion of the fire chief or designee who must ensure that crews can readily respond within their station coverage area.

Activities may include but are not limited to fire safety presentations, school demonstrations, the MDA Boot Drive, and participation in holiday activities.

If at any time an assigned special detail is in excess of three hours the fire chief or designee shall ensure additional units are rotated through the detail so as not to commit a single resource for an extended amount of time.

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6. Contagious Disease

The County shall provide tuberculosis and hepatitis A, B, and C screening every other year for all bargaining unit employees.

The County shall provide immunization for fire rescue employees on a voluntary basis as follows:

- Hepatitis - (Type B) - once every five years

The County shall establish procedures for infection control to be followed when responding to medical emergencies. Surgical masks, gloves, and goggles will be provided by the County for use by emergency medical personnel when treating victims.

The County shall provide education and training to all emergency response personnel in the proper observation of barrier precautions in the interest of infection control.

The County will make a good faith effort to ensure that the notification requirements mandated by Florida Statute 395.1025 are accomplished in a timely manner.

Nothing in this Agreement shall be construed as a waiver of the County's rights under Chapter 440, Florida Statutes.

If at any time the Health Department or the County Health Officer declares that a public health risk exists, and in their judgment, it is reasonable and prudent to immunize public health care employees from it, the County shall provide for appropriate vaccinations upon the approval of the employee.

If any bargaining unit member is directed to seek medical attention due to a possible infectious disease exposure, any financial obligations shall be covered by the County through workers' compensation insurance or through financial reimbursement.

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7. Discrimination

The parties of this agreement agree that the provisions of this Agreement shall be applied to all employees in the bargaining unit without regard to race, color, creed, sex, age, physical handicap, national origin, marital status, veteran's status, political affiliation, sexual orientation, or membership in the Union.

The Union members will not discriminate with regard to representation of its bargaining unit members in regard to terms and conditions of employment or membership because of race, color, creed, sex, age, physical handicap, national origin, marital status, veteran's status, political affiliation, or sexual orientation.

8. Distribution of Agreement

Upon request, the County will furnish one copy of this Agreement to each Union executive board member and one copy to each career fire station. The County will also maintain an up-to-date electronic version (to include any amendments) on the fire department's shared network drive for members to reference for the duration of this agreement.

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9. Educational Reimbursement

The purpose of this article is to establish an educational assistance program that will encourage professional and vocational development.

Any non-probationary bargaining unit member will be eligible for educational reimbursement. Employees must maintain regular fulltime employment status and be on the active payroll at the beginning and end of the approved courses in order to receive reimbursement. Those employees who have terminated employment prior to the completion of their course will not be eligible for reimbursement. All employees utilizing educational reimbursement shall complete the department approved educational agreement and be subject to the terms as stipulated in the agreement.

The fire chief may establish a budgeted amount each fiscal year for payment of benefits under this policy. The fire chief or designee will make notification to the union of the actual budgeted amount at the beginning of each fiscal year. Employees will submit an education reimbursement form to fire administration for approval prior to registration for any classes. All certificates of completion, final grades, and proof of payments for classes and associated costs following the completion of the course will be provided to fire administration within 45 days of completing the course.

The maximum reimbursement amount per employee for:

- Associates level undergraduate degree programs shall be $1,500 per fiscal year with a maximum allotment of $500 per class course
- Bachelor's and master's level degree programs shall be $2,500 per fiscal year with a maximum allotment of $750 per class course
- Specialty courses not provided under a traditional university environment will be on a case-by case basis.

*Due to rising costs of education or specialty courses the fire chief or designee may approve higher amounts of allotment at their discretion.

Courses must be related to fire rescue job classifications or be a required course in a degree program of benefit to CCFR. The course work must be designed to enhance the knowledge, skills, and abilities relating to the employee's official duties. Courses may include traditional classroom instruction, seminars/conferences, directed studies, or computer internet-based programs and must be approved by the fire chief or designee.

Attendance is to be completed on the employee's own time and overtime will not be available unless approved by the fire chief or designee. Care should be taken so that neither the employee's job performance nor class work decline.

The employee must receive at least a passing grade of C or better to be eligible for reimbursement. In courses where no formal grade is provided the employee must obtain a written document from the instructor or institution indicating successful completion of the course.

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Following successful completion of approved classes, the County will reimburse the employee for 90% of eligible expenses.

Reimbursement will be reduced by any amount paid through other sources such as the G I Bill, scholarships, and grants.

Courses that are provided through the Citrus County Fire Training Center will not be eligible for tuition reimbursement unless otherwise approved by the fire chief.

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10. Employee Funeral

Upon death, all active and officially retired employees of Citrus County Fire Rescue shall be entitled to a traditional firefighter's funeral and procession including use of fire rescue vehicles to transport the remains to the final resting place within a 50-mile radius of Citrus County, subject to the availability of equipment.

The County agrees to maintain its status as a member in good standing of the Gold Shield Foundation, Inc. The County further agrees to facilitate the rapid payment of the Foundation benefits and the County's benefits to the survivors.

In the event of a line of duty death, the County will cooperate with any procedures or investigations necessary to secure State or Federal death benefits in accordance with Florida State Statute 633.518.

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11. Employee Rights

All career members covered by this agreement shall have the right to join the Union or not join the Union, to engage in lawful concerted activities for the purpose of collective bargaining negotiations or other mutual aid for protection, the ability to express or communicate to management any view, grievance, complaint, or opinion related to the conditions of compensation and terms of employment of public employees or their betterment, all free from restraint, coercion, discrimination, or reprisal.

Nothing shall abridge the right of any duly authorized representative of the Union to present views of the Union on issues which affect the welfare of its members, as long as it is clearly presented as the view of the Union and not necessarily the County's, provided it does not impact the intent of the provisions established in the agreement.

There shall be no discrimination or intimidation against any employee because of the employee's membership or lack of membership in the Union or by virtue of the employee holding office or not holding office in the Union.

Provisions of this agreement shall be applied to all employees covered by this agreement without discrimination on the basis of union membership or lack of membership.

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12. Extenuating Circumstances Leave

Funeral Leave:

Upon the approval of the fire chief or designee, employees shall be granted leave with pay not to exceed one 24-hour shift, or two 24-hour shifts if the services extend beyond a 300-mile radius, to attend the funeral in the event of a death in the employee's immediate family. This time will not be charged against the employee's accrued leave. For purposes of this section, immediate family includes grandparents, parents, stepparents, parents of spouse, stepparents of spouse, spouse, brother, sister, child, stepchild, son-in-law, daughter-in-law, grandchildren and step-grandchildren.

- Acceptable proof of death of the family member is required.
- Specific approval of the fire chief or designee is required for persons not listed.

Jury Duty:

In the event employees are summoned for jury duty they shall receive pay at their regular straight-time hourly rate for any hours requiring them to be absent from their currently scheduled work hours due to such jury duty. Employees who perform jury duty for only a portion of their regular scheduled workday are expected to report to work when excused or released. Employees are required to provide proof of jury duty service prior to approval of compensation under this section.

- Employees called for jury duty shall promptly notify their immediate supervisor so that arrangements may be made for their absence from work.
- Employees on jury duty while on scheduled annual leave shall be allowed to substitute jury duty leave for that time served provided satisfactory evidence of the time served on such duty is presented to the fire chief or designee.

Court Attendance for Depositions:

Except for any legal proceeding in which the employee is a party adverse to the County an employee who is subpoenaed as a witness as a result of their official position shall receive pay for the hours they are required to attend court or give a deposition provided they remit to the County any subpoena and witness fees (not including any expense or mileage allowances) received. This time shall be considered actual hours worked and included for overtime compensation calculation purposes.

- Employees subpoenaed to attend legal proceedings shall promptly notify their immediate supervisor so that arrangements can be made for their absence from work.
- Employees who attend court for only a portion of a regular scheduled workday are expected to report to their supervisor when excused or released by the court.
- Employees who attend court while on scheduled PDO may be allowed to reinstate PDO hours served in court provided they are eligible for pay as described in this article and providing satisfactory evidence of time served on such duty is presented to the fire chief or designee.
- Time spent in court is the actual time required to report as stated on the subpoena or as scheduled and continuing until released by the judge or other officer of the court.
- The employee may be required to provide the fire chief or designee with proof of court service before compensation is approved.

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13. Fire Rescue Abilities Testing

This article shall apply to all bargaining unit members. The Fire Rescue Abilities Test (FRAT) is designed to measure the essential job functions of certified firefighters. Successful completion of the FRAT will be considered an essential function of each and every firefighter position.

Definitions:

CERTIFIED FIREFIGHTER – Any bargaining unit member holding positions that require certification as Firefighter I and/or Firefighter II. This will apply to any firefighter authorized to enter the "hot zone" or an Immediately Dangerous to Life and Health (IDLH) Atmosphere as defined in Florida Administrative Code 69A-62.

FIRE RESCUE ABILITIES TEST (FRAT) – A job-related physical abilities test administered for the purpose of determining the status of fitness of bargaining unit members.

PEER FITNESS TRAINER (PFT) – A fitness trainer certified in accordance with a wellness-fitness initiative developed by the International Association of Fire Fighters (IAFF), International Association of Fire Chiefs (IAFC), and the American Council on Exercise (ACE).

SELF CONTAINED BREATING APPARATUS (SCBA) – A mask, air pack, and air bottle designed to provide clean air to the wearer in situations involving contaminated air.

PERSONAL PROTECTIVE EQUIPMENT (PPE) – Protective clothing and self-contained breathing apparatus worn by firefighters. The clothing consists of boots, bunker pants, bunker coat, gloves, hood, and helmet and is designed to protect the wearer from heat, fire, and other hazards normally encountered in firefighting.

MINIMUM FITNESS STANDARD

All firefighters will be required to successfully complete the Fire Rescue Abilities Test (FRAT) in accordance with department policy on a biannual basis.

Firefighters successfully completing the FRAT at a minimum time of eight minutes, fifty-six seconds (8:56) will be deemed to be in compliance with this fitness article. Firefighters who do not meet these minimum standards will be considered to have failed the FRAT.

Firefighters successfully completing the FRAT in a time of four minutes, fifteen seconds (4:15) or less will be allowed to complete the course on an annual basis.

EXEMPTION FROM THE FIRE RESCUE ABILITIES TEST (FRAT)

Certain exemptions may apply to the FRAT requirements including but not limited to firefighters on light (limited) duty, approved medical leave, or have other temporary disabilities; firefighters suffering catastrophic injury as determined by the fire chief or designee; and/or firefighters involved in line-of-duty events likely to adversely impact test results.

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RETURN TO FULL, UNRESTRICTED DUTY

Firefighters returning to full, unrestricted duty from any absence related to work comp, FMLA, or leave due to injury or illness that extends past 3 shifts of the employee's normal shift will be immediately required to meet all FRAT requirements unless otherwise determined by the fire chief or designee. Procedures for returning to duty will be in accordance with the department and County policy.

FIRE RESCUE ABILITIES TESTING (FRAT)

The Fire Rescue Abilities Test program will be administered by the fire chief or designee who will schedule, test, and record FRAT results for each firefighter. These results will be maintained, archived, and trended.

Testing will be limited to daylight hours (unless lighting is available) during the months of April and October with due regard for temperature and humidity. Testing during times of extreme temperature and/or humidity should be minimized by testing in early or late daylight hours.

All employees must be able to pass a brief vital sign assessment prior to beginning the FRAT course. Each employee may receive up to two separate assessments within a 30-minute period prior to beginning the FRAT course. At a minimum, the assessment will include monitoring of B/P, heart rate, respiratory rate, oxygen sat %, and body temperature. All minimum and maximum vital signs limits will be established through the CCFR medical director.

During testing, participants will wear personal protective equipment (PPE) as outlined in the definitions section of this article. To complete the FRAT course, the firefighter or applicant will:

1. Report to the designated starting point wearing the provided PPE with SCBA and "on air."
2. Raise the high-rise pack to his/her shoulder and enter the "building." Timekeepers will begin timing when the firefighter touches the high-rise pack.
3. Raise the high-rise pack to his/her shoulder and climb three flights of stairs carrying the pack on his/her shoulder. During this task, the firefighter or applicant must use every step on the staircase and must keep at least one hand in contact with the handrail at all times.
4. Upon reaching the third floor, deposit the high-rise pack at the door and conduct a right-hand search of the room on his/her knees while traversing a confined space (prop or simulated) of approximately eight feet in length.
5. Pick up the high-rise pack and return to the starting point in the same manner as the ascent.
6. Remove a 24-foot ladder (approximately 74 pounds) from a chest high ladder rack, carry it 25 feet, and return it to the rack.
7. Raise a 24-foot ladder from the ground up to the side of the building (hand-over-hand) then lower the ladder back down to the ground in the same manner.
8. Using a pulley and rope, hoist a hose roll (approximately 74 pounds) hand-over-hand up the outside of the building to the third floor then lower it in a controlled manner.
9. Drag a rescue dummy or sled (approximately 165 pounds) 25 feet and return.

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10. Enter the "building" and use a New York-style roof hook or pike pole (or prop) to strike the corner of the ceiling 15 times.
11. Carry two 46-pound simulated foam buckets (one in each hand) 50 feet and return.
12. Use the provided sledge to hammer a steel sled (Keiser-style) the full length of the carriage frame.
13. Connect (until threads stop) a 2½ inch fire hose coupling then signal completion by raising or clapping the hands.

*Failure of an individual segment may be repeated however it will be counted in the overall time.

FIRE RESCUE ABILITIES TEST (FRAT) FAILURE

Except for exemptions as provided herein, a firefighter who does not pass the FRAT because of the pre-vital screening or failure to complete the course within time will immediately:

- Be removed from active-duty firefighter status and sent to the County clinic for evaluation.
- Fire chief or designee complete a FRAT failure form.
- Employee must provide an approved CCFR medical clearance form completed by the County clinic indicating they are cleared for normal duty within 72 hours. Anything past the allotted time frame to obtain clearance will be considered unexcused PDO time.
- Employee may have a 2nd attempt if cleared by a physician.
- If the employee fails a 2nd attempt because of failing a pre-vitals screening or failure to complete the course, they will be placed off duty for 60 days, assigned a mandatory physical fitness program by the department PFT to include weekly performance evaluations, and may be subject to disciplinary action.

Except for exemptions as provided herein, a firefighter who does not pass the post-vital screening after completing the FRAT within 30 minutes will immediately:

- Be removed from active-duty firefighter status and sent to the County clinic for evaluation.
- Employee must provide an approved CCFR medical clearance form by the County clinic indicating they are cleared for normal duty within 72 hours. Anything past the allotted time frame to obtain clearance will be considered unexcused PDO time.
- An employee may return to duty immediately following clearance from the County physician.
- Employee will be assigned a mandatory 60-day physical fitness program by the department PFT to include weekly performance evaluations.

Employees that are removed from active duty may utilize annual leave (PDO) or leave without pay until successful completion of the FRAT. Any retesting will be administered by the fire chief or designee.

Employees who fail a FRAT attempt will still be responsible for meeting subsequent biannual requirements. Successive failures within 12 months will be dealt with in accordance with progressive and cumulative discipline.

If successful completion of the FRAT is not achieved within 60 days of the original failure, fulltime firefighters may be permanently reassigned to other non-combat positions if available and qualified.

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No person related by blood or marriage will administer testing for their relative. Testing of job applicants and others as needed will be administered by FRAT-certified training personnel.

MEDICAL FITNESS FOR DUTY

Medical fitness for duty evaluation will be conducted in accordance with NFPA 1582 by a County approved physician. A fitness for duty evaluation maybe requested by the fire chief at their discretion in accordance with NFPA 1582.

TIMING AND RECORDS

The fire chief or designee will be present for each FRAT conducted and ensure two separate times are recorded. Both times will be recorded on a Fire Rescue Abilities Test Score Form and submitted to the training division. All completed FRAT records will be forwarded to the fire training chief.

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14. Grievance Procedure

In a mutual effort to promote harmonious working relations between the parties of this agreement it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from the application and interpretation of this agreement. The parties agree that the grievance procedure shall be the sole and exclusive method of the Union to question the County's application or interpretation of this agreement and in all matters of discipline.

To avoid the confusion and problems which occur when several forums are being used for the same or similar subjects a grievance shall be held in abeyance when an employee or the Union files a claim with any court or administrative agency covering the subject matter of the grievance.

The Union president has the right to file a general grievance beginning at step 3 of the grievance procedure on behalf of a named employee provided all the following criteria are met:

- That the Union can factually demonstrate the subject matter of the grievance is general in nature and has broad application to a significant number of members of the bargaining unit.
- That the matter is otherwise a grievable matter within the meaning of this article.
- That the grievance is served to the human resources director within seven (7) days after the alleged misapplication or misinterpretation of this agreement.

Should the Union decide to file a general or class action grievance on matters that have already been filed by individual employees, with or without the assistance of the Union, such grievances will be consolidated and resolved together.

A shift representative shall be permitted to confer with the appropriate supervisor and/or director under the circumstances described under step 1 of the grievance procedure without loss of pay provided the County may discontinue payment for such time in case of abuse by the shift representative.

A shift representative shall report to and receive permission from the fire chief or designee when stopping work to investigate a grievance and shall report back to the fire chief or designee when ready to resume work.

If the shift representative represents more than one work location and is required to leave their regular workplace to investigate a grievance, the shift representative shall report to the fire chief or designee when stopping work and sign out on a form provided by the fire chief or designee. Upon arriving at the work location of the affected employee the shift representative shall report to the appropriate supervisor. Upon returning to the employee's own work location the shift representative shall report back to the appropriate supervisor or designee and sign in when ready to resume work.

Such grievance investigations conducted by the shift representative shall not interfere with County business.

No more than one shift representative shall be permitted to leave their workplace for the purpose of investigating a grievance.

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Definitions

GRIEVANCE – shall be defined as a violation of a specific provision of this agreement.

GRIEVANT – An employee affected by the alleged misapplication or misinterpretation of this agreement. The grievant has the right to the presence of a representative of his/her choosing at all steps of the grievance procedure.

EMPLOYEE – shall include any individual within the bargaining unit covered by this agreement.

DAY – when used in this article shall mean working days: Monday through Friday, exclusive of holidays recognized by the County.

All grievances must be processed within the time limits herein provided unless extended by mutual agreement between the Union president and fire chief or designee.

Withdrawal of Grievance

A grievance may be withdrawn by the grievant at any time at any step of this grievance procedure with written notice to the Union and the County.

Disciplinary Grievance Procedure

In matters of disciplinary termination, the first step for the grievance procedure will be step 3 of this agreement and any decision rendered during step 3 of this process will be final.

All lesser degrees of discipline shall begin with step 1 of this agreement and any decision rendered during step 2 of this process will be final.

Step 1: If a grievance exists the grievant shall, within 14 days after the action giving rise to the alleged grievance, first discuss it in an informal manner with the person that issued the discipline.

Step 2: If the grievance has not been satisfactorily resolved by the procedure in step 1 the grievant shall reduce the grievance to writing specifying in detail:

1. The precise date and manner that the alleged improperly issued disciplinary action occurred
2. The lack of proper cause for discipline of the employee
3. All details and facts on which the grievance is based
4. The action, remedy, or solution requested
5. The employee's signature

The written grievance shall be served on the fire chief within seven days of the response in step 1. If the formal grievance is not served within seven days as provided herein the right to proceed with the grievance is barred. The fire chief shall meet with the grievant, allow the grievant to present the grievance and shall respond to the grievant in writing within seven days from the step 2 meeting.

Step 3: In matters of disciplinary termination the grievant shall, within seven days, submit the written grievance to the human resources director and the county administrator or designee. The county administrator or designee shall respond to the grievance within seven days from receipt of the written grievance.

Contract Grievance Procedure

Step 1: If a grievance exists the grievant shall, within 14 days after giving rise to the alleged grievance or if provisions of this agreement which is/are alleged to have been misapplied or misinterpreted, discuss it with their immediate supervisor in an informal manner.

Step 2: If the grievance has not been satisfactorily resolved by the procedure in step 1 the grievant shall reduce the grievance to writing specifying in detail:

1. In matters of contract violation, the specific provision(s) of this agreement which is/are alleged to have been misapplied or misinterpreted
2. In matters of discipline the lack of proper cause for discipline of the employee
3. The precise date and manner of the alleged improperly issued disciplinary action or, misapplication/misinterpretation of this agreement
4. All details and facts on which the grievance is based
5. The action, remedy, or solution requested
6. The employee's signature

The written grievance shall be served on the fire chief within seven days of the response in step 1. If the formal grievance is not served within seven days as provided herein the right to proceed with the grievance is barred. The fire chief shall meet with the grievant, allow the grievant to present the grievance and shall respond to the grievant in writing within seven days from the step 2 meeting.

Step 3: In the event the grievant is not satisfied with the written disposition of the grievance by the fire chief or if no disposition has been made within the time limits provided in step 2, the grievant shall, within seven days, submit the written grievance to the human resources director and the county administrator or designee. The county administrator or designee shall respond to the grievance within seven days from receipt of the written grievance.

Step 4: In the event the grievant is not satisfied with the disposition by the county administrator in step 3 or if no disposition has been made within the time limit as provided in step 3, the Union may request grievance arbitration as set forth below. Such request shall be filed with the human resources director no later than seven days after the county administrator's step 3 response to the grievant. If the County does not agree that the matter is arbitral, notification of such disagreement as to whether the matter is arbitral shall be sent to the Union and/or the grievant, whichever is applicable, within 15 days of receipt by the human resources director of the request to proceed to arbitration. The parties agree that in such an instance an arbitrator shall be selected according to the Strike 3 Rules of the Federal Mediation &

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Conciliation Service (FMCS). The arbitrator shall rule first as to whether or not the matter is arbitral before the grievant or the Union shall take any further action regarding the grievance.

Step 5: If there is no objection by either party as to whether the matter is arbitral or if the above-mentioned procedure has been fully complied with, the arbitrator shall then take the grievance under consideration for resolution in accordance with the rules of the FMCS. It is expressly understood that the arbitrator shall not have the power to add to or subtract from, modify, or alter the terms of this agreement. The arbitrator shall render a decision in writing within 30 days or as soon as possible. If post hearing briefs are submitted, a mutual agreement will be made as to when the briefs are due to be mailed to each respective party and submitted to the arbitrator. The arbitrator's written decision will be mailed to both parties after receipt of the post hearing briefs and a mutually acceptable date is given for the decision. The decision shall be binding on all parties. All expenses for witnesses, arbitrators, and other associated costs relating to mediation and/or arbitration shall be the sole responsibility of the losing party.

The time limits provided in this article shall be strictly observed unless extended by mutual agreement between the union president and the county administrator or designee. Failure of the Union or grievant, whichever is applicable, to proceed with the grievance within the time limits hereinbefore provided shall result in dismissal of the grievance. Failure of the County or its representatives to respond within times provided shall entitle the Union or grievant, whichever is applicable, to proceed to the next step of the grievance procedure.

All grievances shall be processed outside of normal working hours except as follows:

1. The presentation to the fire chief or immediate supervisor described in step 1 may be made during normal working hours provided permission has been received and such presentation does not interfere with County business.
2. The presentation to the fire chief described in step 2 may be made during normal working hours upon the mutual agreement of the fire chief and the grievant.
3. The presentation to the human resources director and county administrator described in step 3 may be made during normal working hours upon mutual agreement of the grievant, the human resources director, and the county administrator.
4. The grievant and shift representative shall be paid only for the time spent presenting grievances during working hours as described in step 1 through step 3.

The date of disposition shall be the date on which the fire chief or county administrator delivers the disposition to the Union or grievant, whichever is applicable, or the date of postmark in those instances where delivery is by U.S. Mail.

Disciplinary action taken by the County must be implemented no later than 10 days, not to include weekends or holidays, following the County's conclusion of their active investigation of the matter. All disciplinary actions will comply with the Firefighter Bill of Rights Florida State Statue 112. The employer shall not discharge, suspend, or take any other disciplinary action against an employee without proper cause.

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15. Health and Safety Committee

The County and the Union agree to provide the highest standards of health and safety in the fire rescue department in order to eliminate accidents, deaths, injuries, and illness as much as possible. In this article, the Union, through its representatives, has been accorded certain participatory rights and shall not diminish the employer's rights and responsibilities herein described.

The County and the Union agree to participate in a joint workplace safety group that will consist of representatives from each party. All parties will actively participate in the promotion of all aspects of health and safety to include, but not limited to, the physical fitness program, the training program, and the utilization of all safety equipment and procedures. The County and the Union agree to consider nationally recognized fire standards and guidelines for training exercises.

There shall be a joint health and safety committee composed of three members appointed by the Union president and three members appointed by the fire chief or designee, of which two must be on-call. Out of the committee a chairperson shall be selected and will be appointed to a two-year term as chairperson. Health and safety committee bargaining unit members covered by this agreement shall be compensated their regular hourly wage while engaging in workplace safety committee or workplace safety coordinator training, meetings, or other duties incurred by being a part of this committee.

All actions of this committee will be in compliance with applicable Florida State Statutes and the Florida Administrative Codes.

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16. Indemnification

The County shall offer legal defense to employees for civil suits from tort liability incurred while acting in the scope of employment and pursuant to the guidelines set forth in Florida State Statute 768.28, and protect said employee from civil liabilities only, resulting from any act, event, or omission of action in the scope of their employment or function, unless such employee acted in bad faith, or with malicious purpose, or in a manner exhibiting wanton or willful disregard of human rights, safety, or property. If the attorney selected by the County to represent the employee is not acceptable to the employee, the employee may retain their own attorney at their own cost.

17. Insurance

The County shall offer health, dental, vision, and life insurance plans to all bargaining unit members including retirees.

When the County determines that there is reason to change benefits, coverage, or premium costs the following procedure shall apply:

I. The County will provide, in writing, no less than four weeks' notice to the Union of its determination.
II. The County may not implement any reduction in benefits or coverage until completion of negotiations or any impasse has been resolved by the County
III. In the event a premium cost change occurs, an appointed member of the Union shall be involved with any informational meeting, etc. until an agreement is reached (example: insurance review committee).

The County agrees to provide an on-site health and wellness center for bargaining unit members and retirees carrying the County's health insurance for purposes of primary care appointments. The health and wellness center shall be open a minimum of five days per week with the exception of designated holidays. The County reserves the right to annually review the sustainability and operations of the on-site health and wellness center.

The County, in conjunction with the designated insurance broker, agrees to actively pursue additional employee insurance options annually in an effort to provide alternatives to reduce the overall impact of cost associated with health care.

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18. Labor & Management Partnership Strategy Group

There shall be a Labor Management Partnership Strategy Group consisting of representation from the Union and Management. The purpose of this group is to discuss operational concerns and ideas, including but not limited to standard operating guidelines, apparatus response, development of uniform items, etc.

The Labor Management Partnership Strategy Group will be comprised of three members appointed by the Union president and three members appointed by the fire chief or designee. The group shall meet on request of either party, or at least quarterly, to discuss and provide input for safety and operational issues. The group shall have the authority to make advisory recommendations to the fire chief.

The purpose of these informal conferences is to facilitate the communication and resolution of mutual concerns. They shall not be construed to constitute a re-opening of negotiations or resolution of grievances.

Union representatives in this group will not be compensated by the County for these meetings, but the union representatives may elect to use union time pool.

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19. Leave of Absence without Pay

The fire chief may authorize leave without pay to a fulltime non-probationary bargaining unit member for a period of up to 30 calendar days per each request up to a maximum of 60 days total per calendar year for reasons deemed to be in the best interest of the County which do not adversely affect departmental operations.

The leave period shall, if possible, be for a specified length of time. An employee granted leave is required to give notice of intent to return or request an extension at least two weeks prior to the expiration of the approved leave period. Failure of the employee to return to work at the expiration of approved leave will be considered a voluntary resignation.

All accrued PDO and approved sick bank leave must be used before leave of absence without pay is granted. Leave of absence without pay in excess of 15 consecutive calendar days will stop any further accrual of PDO.

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20. Light Duty Assignment

An employee who is unable to perform the essential functions of their position due to an injury or illness not covered under the County's Workers' Compensation Policy may be afforded a temporary light duty assignment upon the approval of the fire chief or designee. This includes employees who have exhausted their FMLA benefits provided they have clearance from their physician to work in a light duty capacity.

Unless otherwise precluded by applicable law, the County will require that an employee in need of light duty present sufficient medical documentation verifying the need, the employee's medical restrictions, and the expected duration of the need for light duty. The County will require periodic updates of this medical information from the employee and their physician. The County will not require an employee to perform light duty assignments that exceed the employee's medical restrictions.

Employees performing light duty will be paid their regular hourly wage rate. If the employee is assigned to a 40-hour per week schedule, their pay will be adjusted to reflect their annual salary. Employees who are assigned to light duty on a 40-hour per week schedule will be entitled to overtime compensation for actual hours worked in excess of 40 hours in a work week and accrual of all other benefits will be in accordance with rates applicable to 40-hour per week fire rescue employees.

At the sole discretion of the fire chief or designee, light duty assignments will be limited to a maximum of 60 days. An additional 30 days may be granted by the county administrator or designee.

Prior to returning to normal job duties the County will require the employee to provide a fitness for duty form from their physician establishing the employee's ability to safely perform the essential functions of their position. Prior to being placed back on regular duty the employee will be required to pass the physical agility test (FRAT).

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21. Loss of Personal Property

The County shall repair or replace an employee's prescription eyeglasses, contact lenses, and hearing aids when all the following conditions are met:

- The item was damaged or lost as a result of the employee's performance of duties
- The damage or loss was not a result of the employee's own negligence or failure to use proper protective equipment
- The employee reports the damage or loss to their immediate supervisor, within two hours of the end of the current assignment or shift on a form provided for this purpose

When the conditions of this article are met, the County shall reimburse the cost of replacement of the mentioned items. Payment will be made within 30 days of receipt of all necessary paperwork.

In no event shall the County be required to pay more than $300 each calendar year per employee under this article.

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22. Management Rights

Except as expressly limited by any provision of this agreement, it is the right of the County to determine unilaterally the purpose of each of its constituent agencies, to set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this agreement.

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23. Minimum Staffing

The County and the Union recognize the importance of proper staffing. For the immediate future, while the County expands departmental coverage, minimum staffing shall be defined as no less than two fulltime personnel per station assignment. It is agreed that as funds become available the ultimate goal of Citrus County Fire Rescue shall be to staff no less than three fulltime personnel per station assignment, per day.

Daily Minimum On-Duty Personnel

Every shift & station shall be at a minimum of 2 on-duty personnel each day

- One company officer (or equivalent)
- One driver engineer (or equivalent)

Every shift shall be at a minimum of 20 on-duty personnel each day.

If at any time there are more than six vacancies in the firefighter entry level position, the County agrees to immediately start the hiring process.

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24. Miscellaneous Employee Benefits

Employees required to use personal vehicles when ordered to report to another duty station without prior notification after reporting to or leaving from their regular assigned duty station shall be paid regular travel at the County's reimbursement rate.

The County shall provide "Life Scan" screenings to fire rescue employees every year due to the hazardous nature of daily job-related functions.

The County agrees to furnish two fire service-related trade magazines or professional journals in each career fire station.

The County agrees to provide cable television or equivalent to each career fire station with two digital converters required by the cable provider. At no time shall any cable box be used for recording or purchasing any pay-per-view programming. Stations that are currently above the two digital converter minimum will remain status quo with their allotment.

The County agrees to provide a second internet connection at each career fire station. This service will be used for the purpose of completing approved fire or college classes on-line without interfering with day-to-day operations on the station computer.

Living Conditions:

- The County agrees to provide hot and cold potable running water, working showers, refrigerator/freezer, dishwasher, microwave, heating and air conditioning with controls available to personnel, stove/oven, individual bunks, individual lockers, ice machine, washer, dryer, and laundry supplies (to include bleach, fabric softener sheets, and laundry detergent) at each career fire station at all times. The appliances and supplies are to be used during the performance of official fire rescue business only.
- All potable water at fire stations will be tested if needed or requested to ensure safe consumption.
- At any time the items listed above are in need of repair or replacement it shall be deemed an immediate priority.

The County and the Union, through the labor/management strategy group will establish and maintain a minimum standardized "station goods" list to be provided by logistics.

The County agrees to continue participation with the Florida Retirement System for all bargaining unit members.

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25. No Strike

The Union, its members, agents, representatives, or bargaining unit employees, or other persons acting on their behalf shall not engage in, sanction, or condone, authorize, participate in, or permit any interference with County operations, nor engage in strike activity prohibited by law.

The term “strike” means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations of employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the County for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the County; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage at the County. The term “strike” shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

The County agrees that it will not engage in a lock-out of bargaining unit members.

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26. Out of Classification Assignment

Any 24-hour bargaining unit member on a current promotional list will receive the following for being required to accept the duties and responsibilities of an out of classification assignment.

- Receive $1.50 per hour above their current base rate of pay
- Not be required to sit for any further promotional assessments for the rank they are being required to fill in an out of class assignment

Any 24-hour bargaining unit member not on a current promotional list may voluntarily request to work out of class. If approved, these individuals will receive $1.50 per hour above their current base rate of pay but must meet the following minimum criteria when being required to accept the duties and responsibilities in an out of classification assignment.

- Must have 6 months full-time service with Citrus County Fire Rescue or 6 months in a newly promoted position and have successfully completed phase 2 of their assigned task book.
- Must either meet all the education and time requirements for the position they are filling or be cleared by the training division for out of class assignment by way of a skills demonstration.

Individuals who wish to be removed from their voluntary out of class assignment will lose all out of class pay and become ineligible to work out of class until they are placed on a promotional list. Final determination and approval for personnel acting in an out of class assignment shall be made by the fire chief or designee.

All regular occurring vacancies will be filled in the following order:

1. Same shift out of class personnel
2. Same rank voluntary overtime
3. Out of class personnel voluntary overtime
4. Same rank mandatory overtime

Individuals shall not be assigned to work out of class in positions considered vacant beyond 90 days. All vacant positions shall be filled in accordance with the Vacancies and Promotions article of this agreement.

Every effort will be made to keep individuals that are required to ride out of class in the same station they are assigned to when fulfilling out of class assignments.

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27. Outside Employment

Outside employment is any paid employment performed by an employee in addition to their employment with the County. Any member of the bargaining unit who desires to perform outside employment shall do so in accordance with the County's policies and procedures and file a written request.

Outside employment may not be approved unless the following minimum criteria are met:

- Such employment shall not interfere with the efficient performance of the employee's duties
- Such employment shall not involve a conflict of interest or conflict with the employee's duties as determined by applicable laws and regulations or the appearance of conflict as determined by the County
- Any employee accepting outside employment under the terms of this rule shall make arrangements with the outside employer to be relieved from their outside duties if and when called for a bona fide emergency by the County.
- Employees will not engage in outside employment when away from work using unscheduled PDO or FMLA for personal illness
- Outside employment will not occur during assigned business hours unless the employee is on approved annual leave or approved unpaid leave of absence
- The County will not be responsible for any illness or injuries which may arise from the outside employment

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28. Personal Days Off

Personal Days Off (PDO) are intended to allow a period of rest and relaxation and time to take care of personal business matters. Each employee shall only be allowed to continually accrue annual leave based on the rates below. This time may also be utilized for absence from duty because of personal illness, physician appointments, continuing education, and legal quarantines of an employee or their immediate family.

Personal Days Off for 24-hour employees will be accrued as follows:

Years of Service	Hours Accrued Annually	Maximum Accrual
1 – 4 Years	367	734
5 – 9 Years	423	846
10 – 14 Years	479	958
15+ Years	535	1070

Personal Days Off for fire inspector (or 40-hr/week employee) will be accrued as follows:

Years of Service	Hours Accrued Annually	Maximum Accrual
1 – 4 Years	176	280
5 – 9 Years	216	400
10 – 14 Years	256	520
15+ Years	296	560

Any employee over their allowed maximum amount of accrued time shall not accrue any additional PDO time until they are under the stated maximum accrued hours corresponding with their years of service.

Employees requesting annual vacation leave shall submit a request at least sixty hours prior to the date(s) leave is to be taken.

An employee may take accrued time off in increments of 12 hours. The fire chief or designee has authority to approve or disapprove any PDO request and may exercise that authority when appropriate.

An employee may be granted time off in increments less than 12 hours to attend doctor or dental appointments, classes and/or training.

At any time, the County may solicit hours to be sold back to the department at a rate of the employee's current hourly rate. Both the employee and the County must mutually agree to sell the hours back.

Any non-probationary member of the bargaining unit who is separated from service with the County in good standing shall be compensated for unused accrued Personal Days Off at the employee's current base rate of pay at the time of separation up to their maximum accrual rate according to the following schedule:

- One to Four Years – 70%

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- Five to Nine Years – 80%
- Ten to Fourteen Years – 90%
- Fifteen or More Years – 100%

The number of personnel allowed annual vacation leave per shift shall be 2 company officers, 2 driver engineers, and 2 firefighters. For the purpose of annual vacation leave usage the ranks of captain and lieutenant will be considered company officers with company officer rank seniority determining leave usage on available days.

An employee will be granted time off for educational purposes as long as there are no overtime costs incurred and the minimum staffing levels are maintained. In the event this cannot occur without the use of overtime then the employee requesting leave shall use PDO or shift exchange.

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29. Policies and Procedures

As Citrus County Fire Rescue departmental policies, general orders, and other procedures are created and amended from time to time, which may apply to bargaining unit employees, the department will provide a copy to the Union to allow for input.

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30. Reduction in Workforce

In the event of a layoff or elimination of a position within fire rescue, the employee with the least seniority shall be reduced to the next lowest classification provided employee is qualified to perform those duties or can be trained to perform those duties within twelve months, one extension may be granted by the fire chief or designee for circumstances beyond the control of the employee. Such reductions shall continue until the lowest classification has been reached where the employee with the least overall seniority shall be laid off.

Employees will be recalled from a layoff in the reverse order of their layoff, by seniority, provided the employee is still qualified to perform their work. The recall rights shall continue for a period of two years from the date of an employee's layoff. The County shall notify the employees of all job openings in the employee's former category during the two-year period. Such notification will be mailed to the employee's last known address via certified mail and return receipt requested. The laid-off employee must accept the recall option within 14 calendar days of receipt, or the employee will be considered to have forfeited any recall right.

An employee on layoff shall retain seniority for two years following their layoff but shall not accrue seniority while on layoff.

In the event a member of the bargaining unit has been recalled pursuant to the terms of this article, such employee shall be required to meet the essential functions, hiring standards, and all physical and medical standards required of all new employees by the County. Failure to meet such standards will terminate such employee's rights to be recalled.

It is agreed by both parties that no new employees will be hired by the County into positions within fire rescue which were held by members of the bargaining unit who had been laid off in accordance with this article until all members of the bargaining unit who were laid-off in accordance with this article have been given the opportunity to return to work.

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31. Savings Clause

If any article or section of this agreement is deemed invalid, unlawful, or non-enforceable by reason of existing or subsequently enacted legislation, or by any judicial or quasi-judicial tribunal, all other independent provisions of this agreement shall remain in full force and effect.

In the event of any invalidation of any provision of this agreement, the parties agree to meet within 30 calendar days to discuss the matter and attempt to arrive at a satisfactory alternative to the invalidated provision.

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32. Seniority

Seniority, for the purpose of this contract, is defined as the length of continuous, uninterrupted fulltime service with Citrus County Fire Rescue and Citrus Sheriff Fire Rescue combined; no time shall be counted prior to April 5, 2005. Seniority continues to accrue during all types of leave with the exception of leave of absence without pay for a period exceeding 30 calendar days.

For employees hired on the same date, seniority shall be based upon total scores from an assessment process.

Each employee shall have rank seniority based on the employee's total length of service in that rank dating back to the employee's first date of continuous employment in that rank.

The County shall establish a current and accurate seniority list based on both types of seniority on January 1 of every year and post on the agency internal network.

In the event rank seniority in a specific rank is equal between employees, the employee's promotional test score shall be used in breaking a tie.

Types of Seniority:

- **Bargaining Unit Seniority**: for the purposes of this agreement, all bargaining unit members' seniority shall be defined to be the length of continuous, uninterrupted fulltime service while employed by either Citrus County Fire Rescue or Citrus Sheriff Fire Rescue under either bargaining unit included in L4562 (rank and file or supervisory).
- **Rank seniority**: determined by the most recent date of promotion for bargaining unit member of continuous employment in such rank.
- **Company Officer Rank Seniority**: determined by the date of initial promotion to, and continued employment in, a company officer position.

Uses of Seniority:

- Bargaining unit seniority:
  - Shall be used when determining annual leave accrual
  - Shall be used during layoffs and reductions in work force
- Rank and file employees shall use rank seniority for the purposes of selecting:
  - Annual leave / scheduled leave
  - Mandatory assignments
  - Overtime
  - Special assignments/details
- Employees in the supervisory unit, namely company officers, shall use company officer rank seniority for the purposes of selecting:
  - Annual leave / scheduled leave
  - Mandatory assignments
  - Overtime
  - Special assignments/details

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33. Shift Exchange

Shift exchanges are permitted for employees with more than three months of fulltime service. All shift exchanges must be submitted to the employee's battalion chief or designee with at least 12 hours advance notice. With prior written approval, the 12-hour notification may be waived by the battalion chief or designee.

If employed less than three months, the employee may do swaps for educational purposes, emergencies, or circumstances/situations in which the fire chief or designee sees fit.

No more than 10 consecutive shift exchanges may be utilized by an employee unless approved by the fire chief or designee.

A replacement that leaves work early shall have PDO time deducted from their bank at a rate of 1.5 hours per hour for the remainder of the shift. This rule also applies to employees that do not show for duty on a previously approved shift exchange. No hours will be deducted from the employee originally assigned to the shift. Under other circumstances, payroll computations will not be affected by shift exchanges or partial shift exchanges.

A shift exchange constitutes an even exchange and neither party becomes eligible for overtime compensation because of a shift exchange. In the event the shift exchange runs over the 24 hours agreed upon due to the nature of the job the employee working shall be entitled to appropriate compensation.

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34. Sick Leave Bank

The purpose of this article is to establish a sick leave bank for non-probationary bargaining unit members to utilize for long term injury/illness. All non-probationary bargaining unit members will exclusively participate in this sick leave bank in lieu of the regular County sick leave bank.

The County will maintain this sick leave bank to provide employees with temporary continued income and benefits after they have exhausted all PDO hours and are experiencing an illness or injury requiring an extended absence from work.

All regular fulltime non-probationary 24-hr. shift employees will participate in this sick leave bank. To fund the bank employees will automatically contribute 24 PDO hours to the bank per year. Automatic contributions by employees will be made according to the following schedule:

- October 1: 12 hours
- April 1: 12 hours

All regular fulltime non-probationary 40 hour a week employees will automatically contribute 8 hours to the bank per year on October 1 of each year.

In the event of an illness or injury to the employee requiring extended leave, the employee may request PDO hours from this sick leave bank after they have exhausted all accrued PDO.

Up to 720 hours for non-probationary 24-hour shift employees (total) and 480 hours for non-probationary 40-hour/week employees (total) may be withdrawn per calendar year for injury and illness as determined by the fire chief or designee. While utilizing the sick leave bank employees will not accrue any PDO time.

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35. Station Transfers

All bargaining unit members may be eligible to submit for a station transfer each time a vacancy becomes available or when a new station opens. For purposes of this article, a station transfer is defined to exclude temporary re-assignments to different stations for a period not exceeding 90 days.

Personnel may be selected and assigned to work specific vacancies based on individual training, education, and experience; however, preference will be given based on seniority to members with the same qualifications.

All members shall be given 14 days' notice prior to moving a shift and/or station unless otherwise mutually agreed upon.

In any station transfer bid process prior to the fire chief's review all station bid requests will use the following criteria, in order, during the fulfillment of any vacancy:

1. Rank seniority
2. Overall seniority

If two members mutually decide to permanently swap assignments, the request shall be made to the fire chief, in writing, for approval.

In the event any significant department-wide moves are deemed necessary by fire administration a member of the Union's executive board and the Union president will be allowed to participate in the process.

Final authority on all voluntary and involuntary re-assignments rest with the fire chief.

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36. Uniforms

During the term of this agreement, the County agrees to provide the following issue of uniforms at no cost to the employee. It is the County's intent to immediately provide to each employee, as needed, the uniforms, accessories, and protective clothing listed in this article. However, should such uniforms, accessories, or protective clothing not be in stock at the time of hiring or promotion, fire rescue shall immediately process the appropriate paperwork necessary to obtain such items.

Uniforms shall include, at a minimum, the following items as an original standard issue at the time of hiring and will be upgraded appropriately at the time of promotion. Inspector standard issue uniforms will be replaced as needed.

Shift Personnel Standard Issue (Initial Employment):

- 2 Class B shirts (short and/or long sleeve) with appropriate badges and patches
- 4 Class B pants (male or female style), 2 of which may be Class B shorts
- 5 T-shirts (short and/or long sleeve)
- 1 cold weather work jacket
- 1 belt
- 1 set rain gear
- 1 department approved ball cap
- 1 department approved beanie style cap
- 2 pairs gym/workout shorts
- 1 pair safety toe black uniform boots/shoes

Inspector Standard Issue (Initial Employment)

- 5 Class B shirts (short and/or long sleeve)
- 5 Class B pants (male or female style)
- 5 T-shirts (short and/or long sleeve)
- 1 cold weather jacket
- 1 belt
- 1 set rain gear
- 1 department approved ball cap
- 1 department approved beanie style cap
- 1 pair safety toe black uniform boots/shoes (to be replaced annually or as needed)

1 Class A Uniform consisting of:

Firefighter and Driver Engineer:

- 1 Class A shirt
- 1 Class A pant
- 1 patent leather belt and pair of shoes
- 1 black tie

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Company Officer:

- 1 Class A shirt
- 1 Class A pant
- 1 Class A jacket
- 1 black tie
- 1 patent leather belt and pair of shoes
- 1 formal dress hat

All officers will receive two gold badges, one name plate, and a set of collar brass (utilization of the trumpet rank system will be followed), all other positions will receive one silver badge and one name plate.

Combat uniform (safety equipment) to include at a minimum the following (NFPA/OSHA approved equipment):

Complete set of turnout gear consisting of:

1. Turnout coat
   Custom fit turnout gear shall not be issued to any employee in a bargaining unit position for the first 12 months of employment. Once the employee completes their initial probationary period, a custom fit set of turnout gear shall be ordered.
2. Turnout pants
   Custom fit turnout gear shall not be issued to any employee in a bargaining unit position for the first 12 months of employment. Once the employee completes their initial probationary period, a custom fit set of turnout gear shall be ordered.
3. Suspenders
4. Nomex hood
5. Helmet
   a. Yellow for new hire probationary employees
   b. Black for firefighter and driver engineer
   c. Red for company officer
6. Structural firefighting boots
7. Structural firefighting gloves
8. Multi-purpose extrication gloves
9. Appropriate SCBA personal face piece
10. Appropriate eye protection
11. Personal flashlight* *(choice of helmet-mounted or chest-mounted flashlight)*
12. 4 personal accountability tags
13. Turnout gear bag

**A model flashlight shall be selected by the technology committee and mutually agreed upon by the Union and the fire chief or designee.*

Complete set of back-up turnout gear consisting of:

1. Turnout coat

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Custom fit turnout gear shall not be issued to any employee in a bargaining unit position for the first 12 months of employment. Once the employee completes their initial probationary period, a custom fit set of turnout gear shall be ordered.

2. Turnout pants
   Custom fit turnout gear shall not be issued to any employee in a bargaining unit position for the first 12 months of employment. Once the employee completes their initial probationary period, a custom fit set of turnout gear shall be ordered.
3. Structural firefighting gloves
4. Nomex hood

USAR / HazMat (Special Operations) Uniform Issue:

1. 5 pair BDU style pants
2. 1 BDU style jacket with appropriate team patches and name badges
3. 1 USAR belt *(Last Chance style)*
4. 5 special operations team appropriate long sleeve T-shirts
5. 1 pair tactical boots for USAR team members *(USAR approved boots shall be used during deployment)*

The replacement of the listed safety equipment will be on an as needed basis due to contamination or if items become not wearable due to excessive wear as determined by the fire chief or designee. Should any of the safety items contained in this article not be in stock at the time the item is requested, fire rescue shall obtain such items within 30 days and without delay provide an equivalent temporary replacement for any and all safety equipment. Replacement of safety equipment shall be at no cost to the employee provided the employee follows appropriate procedures and was not negligent.

Personnel may be subject to a uniform/equipment inspection to ensure proper appearance and safety is maintained.

On October 1 of each fiscal year (to be pro-rated for new employees after completion of one year of continuous service) a credit of $500.00 shall be issued to each 24-hour bargaining unit employee covered under this agreement for the sole purpose of requesting additional standard issue items given to the employee at the time of hire.

This amount shall not exceed $500.00. Any overage shall be paid by the employee. This agreement is non-transferable from employee to employee. Any amount left over shall not carry over from year to year and holds no cash value.

A maximum of $200 may be utilized for the purchase of extra safety equipment above the standard issue.

The following is a list of additional items that may be requested using the above annual credit:

- Additional standard issue items
- Additional USAR standard issue items
- Additional HazMat standard issue items
- Job shirt

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- Sweatshirt
- Additional standard issue safety equipment excluding turnout gear (turnout coats, pants, SCBA face piece, helmet, and suspenders)
- Any items approved by the fire chief or designee after this agreement has gone into effect. This may include “store items” or any expansion on standard issue items
- The County and the Union through the Labor/Management Strategy Group will establish and maintain a list of safety equipment/protective gear available for purchase with the annual allotment.

After an employee’s 5-year anniversary of fulltime service as defined in the Seniority Article of this agreement they will be eligible to receive custom leather suspenders.

After an employee’s 10-year anniversary of fulltime service as defined in the Seniority Article of this agreement, they will be eligible to receive a leather firefighting helmet.

Upon an employee’s time of service retirement, they shall receive a commemorative service award consisting of one helmet, one uniform, and one badge provided they retire in good standing.

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37. Union Business

The Union, through its president or designee, shall notify the County in writing of the name and scope of authority of the shift representatives, if any, among bargaining unit employees, and shall notify the County in writing of the names of any other person(s) authorized to represent the Union in any dealings with the County for any purpose, and the scope of their authority. This shall not be construed to grant any station representative any procedural or substantive rights but to serve solely as a notification requirement. The County shall not be obligated at any time to recognize or deal with any person claiming to represent the Union whose name and scope of authority have not been made known in writing to the County by the Union as provided herein. The number of station representatives shall be limited to the current number of career fire stations and the executive board for the purpose of disciplinary actions only.

The Union, likewise, agrees that during the term of this agreement, the Union and the employees covered hereunder shall deal only with the fire chief, deputy chief, or designee in matters affecting the interpretation, application, or administration of this agreement.

The County shall allow the Union to erect bulletin boards:

- These bulletin boards shall not exceed 4' by 4’ and shall be placed in a location and appearance mutually acceptable to the County and the Union.
- All official notices of the Union will be on Union letterhead and must be signed by a Union official. The Union shall instruct the shift representative to remove any unauthorized literature from the board. Unauthorized material may be removed by the County, except any official Union notices as described above.
- Approval for posting under the standards set forth herein shall not be unreasonably withheld.
- If any matter is posted which is not in full compliance with this article, the County or Union representative shall immediately remove the item.
- Nothing will be posted that criticizes employees, managerial employees, officials of the County, or any policies or practices thereof. Nothing will be posted of a political nature except for Union elections. All materials must be signed and dated by an officer of the Union.

Payroll deduction of Union dues:

- The County shall obtain permission from the employee to deduct dues owed by the employee to the Union on a form provided by the Union, so long as the Union has provided the County with a signed authorization from each employee whose dues are to be deducted.
- The County shall remit dues that are deducted no later than 30 days from the date the deduction was made.
- Notwithstanding anything herein to the contrary, any authorization for dues deduction may be canceled by any employee with at least 30 days written notice to the County and the Union.
- The Union shall indemnify and hold harmless the County from any and all claims, demands, or expenses in connection therewith based upon the County’s participation in deductions.

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38. Union Pride

Each member of the Union shall be allowed to display one 2” reflective IAFF tetrahedron on the exterior dome of their firefighting helmet.

Each apparatus at a career fire station will be allowed to display one 4” round Union sticker on the corner of the front windshield.

Each member of the Union shall be allowed to wear T-shirts and/or ball caps with the designation “L4562” upon approval of the fire chief or designee.

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39. Union Recognition

The County recognizes the International Association of Fire Fighters, Local 4562, as the sole and exclusive bargaining agent for the position classifications of firefighter EMT, driver engineer EMT, lieutenant EMT, captain EMT, and fire inspector who have designated the Union as their bargaining agent.

Effective October 1, 2019, the County additionally recognizes the International Association of Firefighters as the sole and exclusive bargaining agent for the position classifications of firefighter paramedic, driver engineer paramedic, lieutenant paramedic, and captain paramedic.

A. The “Rank and File Bargaining Unit” shall include position classifications of fulltime firefighter, driver engineer, and fire inspectors.
B. The “Supervisory Bargaining Unit” shall include position classifications of fulltime lieutenants and captains.
C. New and/or changed classifications: If new classifications are established by the County and added to the bargaining unit or if the duties of existing bargaining unit classifications are substantially changed, the County shall forward the proposed changes and any proposed wage scale to the Union for impact bargaining when applicable by law.

All other County employees are excluded from the provisions of this agreement.

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40. Union Time Pool

There shall be created a time pool to be known as the "union time pool". Every bargaining unit member may voluntarily contribute accrued PDO (personal day off) to this pool. This pool shall not at any time be in the negative.

All time drawn from the union time pool shall be deducted hour for hour. If the use of union time pool causes the County to incur overtime or any other costs, this account will be charged sufficient hours to reimburse the County for all costs incurred.

A written request after the approval from the Union president or designee for use of union time pool must be submitted to the fire chief or designee at least 60 hours in advance of the requested time off. Notices less than 60 hours may be approved by the fire chief or designee.

A maximum of 1000 hours of time can be rolled over into the next consecutive year.

Two members of the Union negotiating team may be allowed time off for all negotiation meetings. Negotiation meetings shall be mutually set by the County and the Union.

While using time from the union time pool, the employee in question is not considered to be working or covered by workers' compensation.

The union time pool may be utilized by designated individuals in the event a Union officer or executive board member is unable to attend an authorized Union event. Individuals to be designated will be identified by the officer or board member who is unable to attend the designated event.

Union time pool donations shall be open to all bargaining unit members for a minimum of six days starting on October 1 of each year or when the pool drops below 100 hours.

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41. Vacancies and Promotions

All bargaining unit employees on any department promotional list as of November 1, 2021, will be considered grandfathered in and not effected by any contract changes regarding promotional eligibility. The following are educational and time requirements for each position within the bargaining unit. All requirements must be met prior to sitting for an assessment center for all those participating in an assessment center after November 1, 2021.

Continuous fulltime service with Citrus County Fire Rescue will include time with Citrus County Sheriff's Office under the division of Fire Rescue if there was no break in service.

Continuous fulltime service outside of Citrus County Fire Rescue will be defined as meeting the following criteria:

- Employee has had no breaks in service that are greater than two years as verifiable through the State Bureau of Standards and Training
- All service considered must be in a full-time position at a career department

Driver Engineer

- Must have a minimum of one-year continuous fulltime service with Citrus County Fire Rescue as a firefighter or three years continuous fulltime service in a career department
- Florida State Certification as a Pump Operator

Lieutenant

- Candidate must not be on initial 12-month probation (will be waived prior to outside testing process)
- Must have a minimum of two years continuous fulltime service with Citrus County Fire Rescue as a driver engineer or five years continuous fulltime service in a career department
- Florida State Certification as a Pump Operator
- Florida State certification as a Fire Officer I

Captain

- Must have a minimum of two years continuous fulltime service with Citrus County Fire Rescue as a lieutenant
- Florida State Certification as a Pump Operator
- Florida State Certification as a Fire Officer II
- Florida State Certification as a Fire Safety Inspector I
- Must have certification from the Florida State Bureau of Fire Standards and Training as Fire Instructor I

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Assessment Center Process:

An assessment center for each position shall be completed at a minimum of once per year, unless otherwise mutually agreed upon by the fire chief and the Union. This annual process shall be held within 90 days either before or after January 1 of the appropriate year.

All assessment center procedures shall be reviewed by the fire chief and the Union prior to each assessment center process.

Notification of the dates, times, and locations and eligibility requirements to sit for the assessment centers shall be provided to all bargaining unit employees with at least 15 working days' notice. All qualified bargaining unit members shall have a minimum of 5 working days from notification to submit their intention in writing to the training division to be eligible to sit for an assessment center.

Any formal disciplinary action resulting in a demotion shall exclude an individual from applying for a vacancy for a period of two testing cycles.

At no time shall an employee test for two consecutive ranks in a one-year period. This clause will be void when/if time requirements are waived.

Vacancies:

When a fulltime vacancy occurs in any position within the bargaining unit above the entry level position it will be filled by internally promoting bargaining unit employees from the current promotional list within 30 working days or 90 working days if an assessment/testing center needs to be completed.

Promotional Process:

Once the final promotional assessment score has been completed the candidate shall be considered eligible for promotion and placed on the appropriate promotional list. If a candidate on a current promotional list decides to retest to improve their previous score, they will forfeit their previous test results and follow the new results.

Once all applicants have successfully completed the assessment center, they will be given additional points based on the following table. All documentation required for additional points shall be on file with fire administration prior to testing beginning to be considered. All successful candidates will be ranked accordingly with the highest score giving promotional priority over the remaining applicants.

Attachment: 2021-2024 CBA - Supervisory (18674 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

CAPTAIN	LIEUTENANT	DRIVER ENGINEER
Promotional Assessment Score 100 possible points	**Promotional Assessment Score** 100 possible points	**Promotional Assessment Score** 100 possible points
Degree (points only awarded to highest level attained and for one degree only) AS/AA 5 points BS/BA 10 points MS/MA 15 points	**Degree (points only awarded to highest level attained and for one degree only)** AS/AA 5 points BS/BA 10 points MS/MA 15 points	**Degree (points only awarded to highest level attained and for one degree only)** AS/AA 5 points BS/BA 10 points MS/MA 15 points
Credentialed Paramedic 15 points	**Credentialed Paramedic** 15 points	**Credentialed Paramedic** 15 points
Fire Officer III (or better) 10 points	**Fire Officer II (or better)** 10 points	**Fire Officer I (or better)** 10 points
Instructor II (or better) 10 points	**Instructor I (or better)** 10 points	**Instructor I (or better)** 10 points
Years of Seniority (1pt/year) 15 possible points	**Inspector I (or better)** 10 points	**Inspector I (or better)** 10 points
Out of Class (.5pt/month) 6 possible points	**Years of Seniority (1pt/year)** 15 possible points	**Years of Seniority (1pt/year)** 15 possible points
	Out of Class (.5pt/month) 6 possible points	**Out of Class (.5pt/month)** 6 possible points

In the event the training division does not receive any eligible candidates for the vacancy, consideration to participate in an assessment center will be given to both internal and external candidates who meet the criteria below:

Internal Candidates:

All internal candidates shall meet all educational requirements as stated for the rank being tested but will not be required to meet the service time requirements. All internal candidates may only test for one rank above the one they hold. All internal licensed paramedic candidates shall receive 15 additional points. Once the candidate is promoted, if they are not currently credentialed, they will be given 30 days to complete the credentialing process.

External Candidates:

All external candidates must meet all the educational and time requirements listed in this article for the rank they are being tested. All external licensed paramedic candidates shall receive 15 additional points regardless of credentialing.

Attachment: 2021-2024 CBA - Supervisory (18674 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

42. Wages and Other Compensation

All bargaining unit members shall receive a 2% increase applied to their base rate of pay on the current recognized County sliding scale for pay increases as of October 2, 2021.

All bargaining unit members shall receive a 3.5% increase from their base pay rate for each step applied for, if all stated qualifications in the step have been met as of October 2, 2021. All bargaining unit members may apply for step 1 after meeting the requirements set below. Bargaining unit members will be eligible to apply for subsequent steps in the step plan as they meet the time and education requirements. All qualifications must be met in the current step prior to moving to the next step.

Bargaining unit members will not be eligible to receive any step plan incentives if the current minimum educational requirements of their current rank and the subordinate ranks they supervise as stated in the Vacancies and Promotions Article have not been met. Step increases are limited to the duration of the agreement. Upon the expiration date of the agreement, bargaining unit members will remain at the pay grades they attained, with no additional advance in grade.

Step Plan

Rank	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Fire Inspector $18.04 - $27.18	-1 year of FT service -One 40-hr. class toward Inspector 2	-2 years at Step 1 -Inspector 2	-2 years at Step 2 -Fire & Life Safety Educator	-2 years at Step 3 -Investigator	-2 years at Step 4 -Fire Code Administrator	-2 years at Step 5 -Health & Safety Officer
Firefighter $13.03 - $19.75	-1 year of FT service -Completion of probation	-2 years at Step 1 -State Pump Op	-2 years at Step 2 -40-hr. Aerial Course	-2 years at Step 3 -Building Constr.	-2 years at Step 4 -Tactics I	-2 years at Step 5 -Course Delivery
Driver Engineer $15.16 - $22.92	-1 year of FT service as DE -40-hr. Aerial Course	-2 years at Step 1 -Building Constr.	-2 years at Step 2 -Tactics I	-2 years at Step 3 -40-hr. Course Delivery	-2 years at Step 4 -FO1	-2 years at Step 5 -Instructor 1
Lieutenant $17.50 - $26.65	-1 year of FT Service as LT -One 40-hr. class toward FO2	-2 years at Step 1 -Instructor 1	-2 years at Step 2 -FO2	-2 years at Step 3 -Inspector 1	-2 years at Step 4 -LFTI 1	-2 years at Step 5 -30 College Credit Hours
Captain $20.25 - $30.88	-1 year of FT service as Capt. -One 40-hr. class toward FO3	-2 years at Step 1 -30 college credit hours	-2 years at Step 2 -Instructor 2	-2 years at Step 3 -LFTI 1	-2 years at Step 4 -FO3	-2 years at Step 5 -Inspector 2

Attachment: 2021-2024 CBA - Supervisory (18674 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

Promotional Pay Increase

If an employee is promoted from one job classification to another, they will be given a pay increase following the below schedule (whichever pay is greater):

- Base hourly rate of pay for the applicable rank as stated above (plus $2.50 for credentialed paramedics) OR
- 10% increase from current hourly base rate of pay

Paramedic Pay Increase

- All bargaining unit members will be eligible to receive a total of $1.50 per hour increase to their base rate of pay for certification as a paramedic. All bargaining unit members receiving this increase shall successfully credential through the County medical director within 90 consecutive calendar days from the date of certification as a paramedic or employment as a new hire into a paramedic position.
- All bargaining unit members will be given an additional $1.00 per hour increase to their base rate after the paramedic has successfully completed credentialing through the County medical director.
- All bargaining unit members who are considered a "credentialed paramedic" shall have all raises applied after the application of the above referenced $2.50.

Other Compensation

All bargaining unit members part of CCFR Special Operations will be eligible to receive a pay increase accordingly as listed below:

1. Team Member: An employee who is a member of either the Hazmat or Technical Rescue Team shall receive a total of $.45/hour
2. Special Operations: An employee who is a member of both the Hazmat and Technical Rescue Team shall receive a total of $1.00/hour.

Special Operations team members will be assigned appropriately to each special operations station as determined by the fire chief or designee.

Attachment: 2021-2024 CBA - Supervisory (18674 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

43. Work Period and Overtime Compensation

All 24-hour employees shall begin shift at 0800 hours and end at 0800 hours on the following day, consisting of 24 consecutive hours.

Pursuant to section 7(k) of the Fair Labor Standards Act, employees working a 24-hour shift will work a 14-day work period for purposes of determining overtime compensation.

Employees who work a 24-hour shift shall be paid overtime compensation at a rate of 1.5 times their regular rate of pay for hours actually worked in excess of 106 hours per 14-day work period. Employees assigned to a 40-hour work week schedule shall be paid overtime compensation at a rate of 1.5 times their regular rate of pay for hours actually worked in excess of 40-hours per work week. Sick and annual leave (PDO) do not count as hours worked even though they are paid hours.

Employees who are normally scheduled to work on any of the County's recognized holidays will be paid at a rate of 1.5 times their regular rate of pay for up to 12 hours. Employees who are mandatorily assigned to work a shift, other than their normally scheduled shift, on any of the County's recognized holidays will be paid at a rate of 1.5 times their regular rate of pay for up to 24 hours.

All holidays for 40-hr employees will be only those recognized by the County. At the discretion of the immediate supervisor an employee may be offered overtime or the opportunity to utilize flex time during the affected pay cycle if assigned to a special detail outside of their regular weekly schedule.

Call-back Pay: Off duty shift personnel who are called back to work by the department shall be paid a minimum of four hours pay at their current pay rate provided it does not overlap their regular work schedule. Employees shall be paid for all overtime hours worked beyond the initial four hours as usual.

Attachment: 2021-2024 CBA - Supervisory (18674 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

44. Execution

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below:

Local 4562 Professional Firefighters of Citrus County, International Association of Firefighters

_____ _____
Thomas Ratchford, President Date
Local 4562

Citrus County Board of County Commissioners

_____ _____
Chairman Date
Citrus County, BOCC

_____ _____
Charles R. Oliver, County Administrator Date
Citrus County, BOCC

Attachment: 2021-2024 CBA - Supervisory (18674 : Collective Bargaining Agreement Local 4562 Professional Firefighters of Citrus County)

AGENDA MEMORANDUM

FROM:	Craig Stevens, Fire Chief
SUBJECT:	FY21 Assistance to Firefighters (AFG) Grant
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

Citrus County Fire Rescue requests permission to apply for funding from FEMA for the FY2021 Assistance to Firefighter Grant. The Assistance to Firefighters Grant (AFG) Program helps firefighters and other first responders obtain critically needed resources necessary for protecting the public and emergency personnel from fire and related hazards. The primary goal is to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. Citrus County Fire Rescue intends to request funding to replace all our mobile and base radios and a portion of our portable radios.

The application will be generated and submitted electronically and must be submitted by Friday, December 17, 2021, at 5:00 pm EST.

The total project cost not-too-exceed $1013,000. The grant requires a 10% match ($101,300). The match was not budgeted for FY21, however, will be taken from Fire Rescue Reserves. This will update the NCEMS and Fire radios to current standards.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

a. Adopt and authorize the Chairman to execute a Resolution authorizing an application for funding to The Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Program for Motorola radio replacement.

b. Approve and authorize the Chairman to execute the “Designation of Signature Authority”.

RESOLUTION 2021-_____

A RESOLUTION AUTHORIZING THE APPLICATION FOR GRANT FUNDING FROM DEPARTMENT OF HOMELAND SECURITY (DHS) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND EXECUTION OF NOTICE OF GRANT AWARD TO FUND THE MOTOROLA RADIO REPLACEMENT FOR THE DEPARTMENT OF FIRE RESUCE AND AUTHORIZING THE SIGNATORIES FOR SUCH INSTRUMENTS.

WHEREAS, Citrus County Board of County Commissioners, the Governing Board of Citrus County, Florida, a unit of general purpose government duly authorized to conduct business under Florida Statute 125, has determined that it is in the best interest of the population of Citrus County, Florida, which it serves, to apply to the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Fiscal Year (FY) 2021 Assistance to Firefighters (AFG) Grant Program for financial assistance, and

WHEREAS, the Governing Board's staff has read or reviewed or will read or review the application and the related Notice of Grant Award and is familiar with the matters contained in them, and that the Board is able to represent that the contractual duties that are to be undertaken are within their scope, purpose and capacity, and

WHEREAS, 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 program for which financial assistance is being sought, and now, therefore,

BE IT RESOLVED that the Chairman and 1st Vice Chairman, respectively, of the Citrus County Board of County Commissioners, may by Signature Authority authorize staff to submit the application and execute the Notice of Grant Award electronically, as required to obtain funding from the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Fiscal Year (FY) 2021 Assistance to Firefighters (AFG) Grant Program, and be it further resolved that the aforesaid Chairman or Vice Chairman, respectively, may authorize the electronic execution and submittal of the Notice of Grant Award, amendments or modifications to the approved application and/or Notice of Grant Award, as necessary, after review by the County Attorney, without the need to bring the amendments or modifications before the Board of County Commissioners.

THIS RESOLUTION was duly adopted and recorded in the minutes this 14th day of December 2021.

BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY, FLORIDA

_____
RONALD E. KITCHEN, JR., CHAIRMAN

ATTEST:

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____
ANGELA VICK, CLERK

_____
DENISE A. DYMOND LYN
COUNTY ATTORNEY

FY2021 ASSISTANCE TO FIREFIGHTERS (AFG) GRANT

Attachment: FY21 AFG Resolution (19725 : FY21 Assistance to Firefighters (AFG) Grant)

DESIGNATION OF SIGNATORY AUTHORITY
FOR THE
DEPARTMENT OF HOMELAND SECURITY (DHS)
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
FISCAL YEAR (FY) 2021 ASSISTANCE TO FIREFIGHTERS (AFG) GRANT PROGRAM
ELECTRONIC AWARD AND MANAGEMENT PROCESS

Citrus County, Florida hereby authorizes the Citrus County Fire Rescue Fire Chief to be assigned the authority to submit the required application and execute documents issued by FEMA for electronic submission of the grant application and the executions of the FEMA grant awards, on behalf of the County, after review by the County Attorney, in the FEMA GO (Grants Outcomes) system.

_____ _____

Ronald E. Kitchen, Jr., Chairman Date

Attachment: Signatory Authority Fire Chief (19725 : FY21 Assistance to Firefighters (AFG) Grant)

AGENDA MEMORANDUM

FROM:	David Pieklik, Economic Development Director
SUBJECT:	Juiced For Citrus Budget
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

We had an event several months where representatives from the Florida Department of Economic Opportunity (DEO) and Enterprise Florida visited Citrus County. The purpose of that event was to bring state-level representatives to tour key develop areas and sites, better understand the County, enhance relationships and development opportunities. The objective was to get Citrus County on the radar of influencer's and decision makers which translates to more leads and projects. The event was well attended and well received.

The October 2021 event provided great feedback and a foundation to host an annual signature event of site selectors and consultants to get an in-depth look at Citrus County.

Our goal is to develop this into a premier program with multiple investors/partners, new sites and guest speakers and presenters that expands our marketing reach while generating additional economic impact.

The next step is that hold a signature event for site selectors. Site Selectors are the people that help provide companies options and opportunities for expansion in various regions and markets.

We are planning to have this event in February 2022. It will consist of visiting key development opportunities and discussion of the County assets and resources. We have developed a budget of $7,450 for the event. The breakdown is Marketing - $5,500; Social Events - $1,650; Snacks and Refreshments - $300. We are working on getting the lodging and transportation comped.

We believe this will provide additional exposure and interest in Citrus County. This event will also coincide with the opening of the Suncoast Parkway from State Route 44 to Tampa. Consequently, we would seek your approval of the budget for this event.

Juiced for Citrus Budget

	Budget	YTD Expenditures	Proposed Expenditures	Balance
Marketing	$ 9,600	$ 2,100	$ 5,500	$ 2,000
Other Contractual Services	50,600	600	1,650	48,350
Lodging (Comped?)	-	-	-	-
Transportation	800	-	-	800
Meals: Snack/refreshements	800	-	300	500
Total	$61,800	$ 2,700	$ 7,450	$51,650

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Approve the budget for the inaugural "Juiced For Citrus" event to host site selectors to tour key development sites, participate in tourism and community networking opportunities and learn more about strategic sites and projects in Citrus County.

AGENDA MEMORANDUM

FROM:	Todd Dunn, Systems Management Director
SUBJECT:	Redistricting 2021 Resolution
AGENDA DATE:	**December 14, 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

The Board approved the new Commission Districts at the November 9, 2021 regular meeting and directed staff to develop the formal resolution and legal descriptions of the new Districts.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Review and approve the legal descriptions of the new Commission Districts and adopt the resolution.

RESOLUTION NO.
2021-

A RESOLUTION OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ESTABLISHING THE BOUNDARIES OF COMMISSIONERS' DISTRICTS PURSUANT TO CHAPTER 124, FLORIDA STATUTES.

WHEREAS, the Constitution of the State of Florida and Section 124.01, Florida Statutes, charge the board of county commissioners (Board) with the responsibility of dividing Citrus County into five (5) County Commission districts and making certain that each County Commissioner represents, as nearly as possible, equal numbers of citizens, and;

WHEREAS, said Statute further provides that this Board shall, from time to time, fix the boundaries of said districts so as to keep them as nearly equal in proportion to population as possible, and;

WHEREAS, said Statute provides that this redistricting must be done in odd years, and;

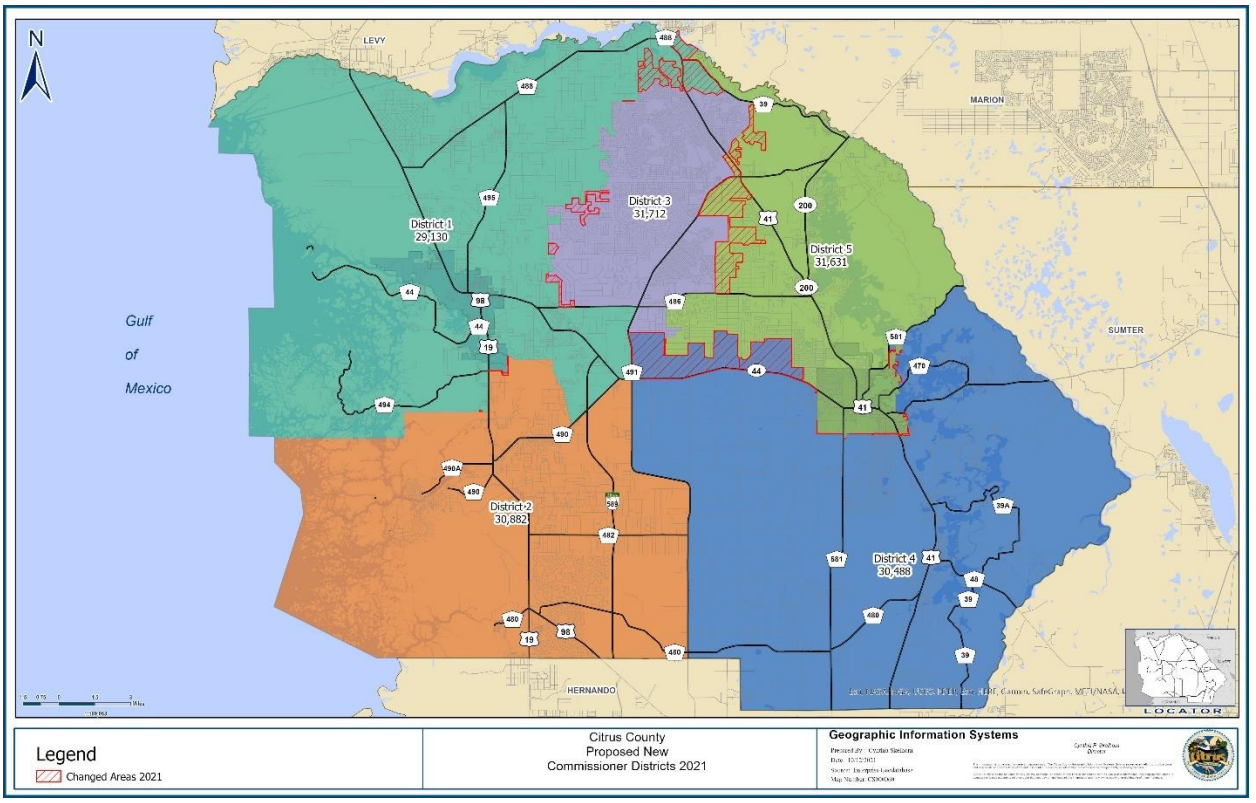
WHEREAS, the Board has reviewed the latest population estimates and has determined to divide the County into five (5) County Commission districts as more particularly described in Exhibit "A" which is attached hereto and made a part hereof;

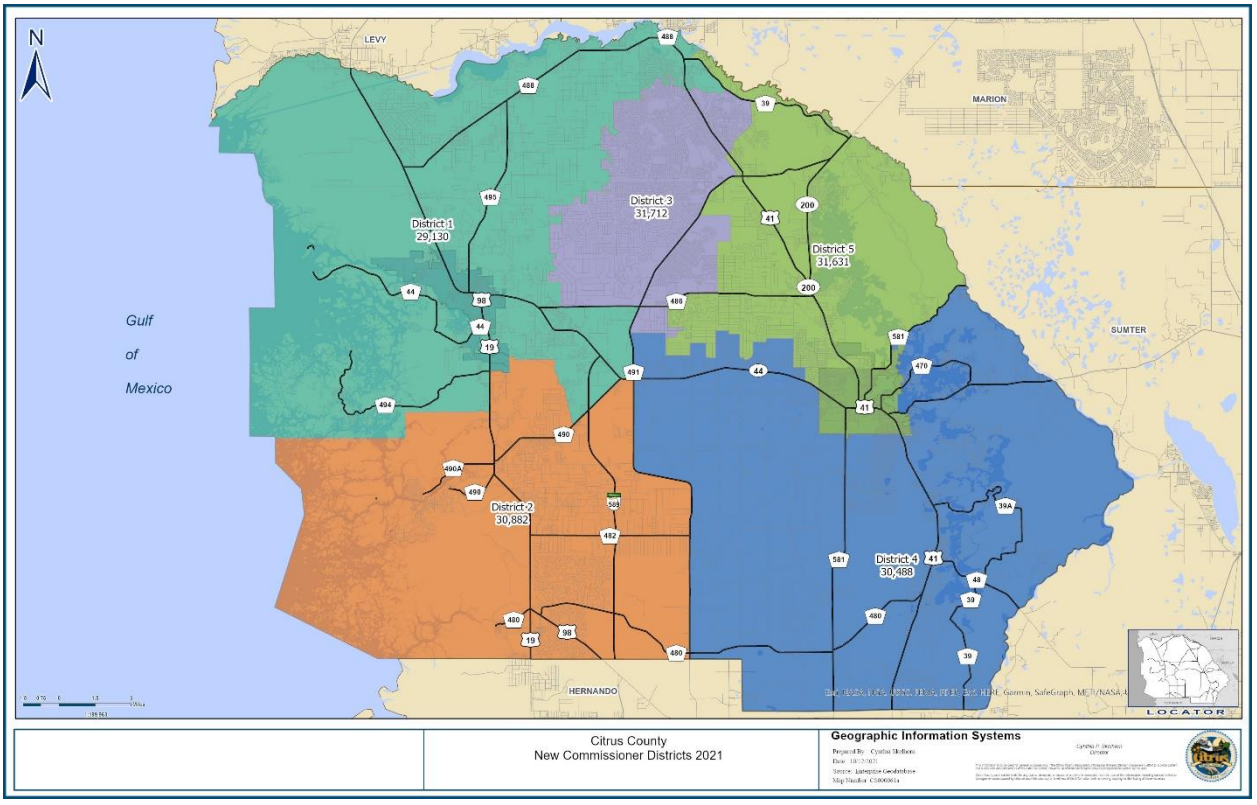
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida, in regular meeting this ____ day of December, 2021, as follows:

- There is herby created five (5) County Commission districts in Citrus County, the same being numbered 1 to 5, inclusive, with each County Commission district encompassing those properties described in Exhibit "A" which is attached hereto and made a part hereof.
- The Clerk of the Board is hereby directed to enter an accurate description of each boundary as such district in the Board's official minutes.
- The Clerk of the Board is hereby directed to publish a certified copy of this Resolution once each week for two (2) consecutive weeks in the Citrus County Chronicle submitting proof of such publication to the Board for acceptance by the Board.
- The Clerk of the Board is hereby directed to forward to the Department of State and to the Citrus County Supervisor of Elections a certified copy of the Board's minutes reflecting the description of the boundaries of the districts as changed.

Attachment: Resolution_Redistricting_20211130 [Revision 2] (18695 : Redistricting 2021 Resolution)

EXHIBIT A





Attachment: Resolution_Redistricting_20211130 [Revision 2] (18695 : Redistricting 2021 Resolution)

DESCRIPTION FOR
CITRUS COUNTY COMMISSIONER
DISTRICT No. 1
September 13, 2011 Revised November 9, 2021

COMMENCE AT THE INTERSECTION OF N FLORIDA AVE AND W WITHLACOOCHEE TRAIL; THENCE GO EASTERLY ALONG THE CENTERLINE OF SAID W WITHLACOOCHEE TRAIL 1160 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE EASTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W WITHLACOOCHEE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N COUNTRY CLUB WAY; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N COUNTRY CLUB WAY TO A POINT OF INTERSECTION OF THE CENTERLINE OF N ATHENIA DRIVE; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N ATHENIA DRIVE TO THE POINT OF INTERSECTION OF THE CENTERLINE OF N CITRUS SPRINGS BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N CITRUS SPRINGS BLVD TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF N BILTMORE TER; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N BILTMORE TER TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST EMERSON PLACE; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF W EMERSON PLACE TO THE INTERSECTION WITH THE CENTERLINE OF W ALEXANDER DR; THENCE NORTHWESTERLY AND WESTERLY ALONG W ALEXANDER DR TO A POINT OF INTERSECTION OF N OCEAN DR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OCEAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MAGENTA DR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF W MAGENTA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE SOUTHWESTERLY ALONG N HAITIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ADLER DR; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE CENTERLINE OF N ADLER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MOST LANE; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF W MOST LANE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF N HAITIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W SHEILA DR; THENCE WESTERLY ALONG THE CENTERLINE OF W SHEILA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CASTLE RD; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID W CASTLE RD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N G MARTINELLI BLVD; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N G MARTINELLI BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPAULDING DR; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID N SPAULDING DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N NORRIS TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N NORRIS TERR TO A POINT OF INTERSECTION WITH W BUCCANEER LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W BUCCANEER LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DELLWOOD STREET; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W DELLWOOD STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RENE TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N RENE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W RUTLAND DR; THENCE EAST ALONG THE CENTERLINE OF SAID W RUTLAND DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTH ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH 150 FEET SOUTH OF THE NORTH BOUNDARY LINE OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY 150 SOUTH AND PARALLEL TO THE NORTH BOUNDARY OF SECTION 15 AND SECTION 16, TOWNSHIP 17 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF N CHERRY LAKE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FANTASY LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W FANTASY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PARADISEA DR;

Attachment: Resolution_Redistricting_20211130 [Revision 2] (18695 : Redistricting 2021 Resolution)

THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N PARADISEA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS SPRINGS BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RONDA DR; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE CENTERLINE OF SAID N RONDA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE WEST ALONG THE CENTERLINE OF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N IBERIAN DR; THENCE NORTH ALONG THE CENTERLINE OF SAID N IBERIAN DRIVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DORCHESTER CIRCLE; THENCE EAST, NORTH, WEST, SOUTH AND WEST ALONG THE CENTERLINE OF SAID W DORCHESTER CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE NORTH, WEST AND SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE EAST ALONG THE CENTERLINE OF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WIT THE CENTERLINE OF N FARRINGTON DRIVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LINDHURST CIRCLE; THENCE WEST, SOUTH AND EAST ALONG THE CENTERLINE OF SAID N LINDHURST CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF FARRINGTON DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W THRUSH DR; THENCE WEST ALONG THE CENTERLINE OF SAID W THRUSH DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N WAYSIDE AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N WAYSIDE AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FINDLAY STREET; THENCE EAST ALONG THE CENTERLINE OF SAID W FINDLAY STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N GATEWOOD DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N GATEWOOD DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W HAVERHILL ST; THENCE EAST ALONG THE CENTERLINE OF SAID W HAVERHILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W FIRESIDE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LOOP; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID W FIRESIDE LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GERALDINE DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W GERALDINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FIRWOOD CIRCLE; THENCE NORTHWESTERLY, WESTERLY, SOUTHERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N FIRWOOD CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N TRANQUIL DR; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N TRANQUIL DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HEATHER DR; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID N HEATHER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO A POINT OF INTERSECTION WITH THE POINT OF INTERSECTION OF THE CENTERLINE OF W ABELINE DR; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W ABELINE DR TO A POINT OF INTERSECTIN WITH THE CENTERLINE OF N HARCROSS AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HARCROSS AVE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W BANNER CIR; THEN WESTERLY, SOUTHERLY, AND EASTERLY ALONG THE CENTERLINE OF SAID W BANNER CIR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO THE POINT OF INTERSECTION OF THE SOUTHEAST CORNER

Attachment: Resolution_Redistricting_20211130 [Revision 2] (18695 : Redistricting 2021 Resolution)

OF LOT 37, BLK 1534 OF CITRUS SPRINGS UNIT 22; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 37 AND THE SOUTH BOUNDARY OF LOTS 36 THROUGH LOT 28 BLK 1534 OF CITRUS SPRINGS UNIT 22 TO THE SOUTHWEST CORNER OF LOT 28, BLK 1534 OF CITRUS SPRINGS UNIT 28; THENCE NORTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 28 TO A POINT OF INTERSECTION OF THE NORTHEAST CORNER OF LOT 13D, BLK 3C000 OF UNRECORDED OSCEOLA HILLS; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID LOT 13D BLK 3C000 TO THE NORTHWEST CORNER OF LOT 7, BLK 3C000 OF UNRECORDED OSCEOLA HILLS; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 7 BLK 3C000 TO THE SOUTHWEST CORNER OF LOT 6, BLK 102 OF PINE RIDGE UNIT 1, WHICH IS ALSO THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 31 TO THE SOUTHWEST CORNER OF LOT 81, BLK 4D000 OF MINI FARMS UNIT 9; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 81, BLK 4D000 TO THE NORTHWEST CORNER OF LOT 84 BLK 4D000 OF MINI FARMS UNIT 9 WHICH IS ALSO THE NE CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE NW CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE SW CORNER OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; WHICH IS ALSO THE SE CORNER OF THE SW ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SW ¼ OF SECTION 31 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CALICO DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF N CALICO DR TO A POINT OF INTERSECTION OF THE CENTERLINE OF W CONESTOGA ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W CONESTOGA ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LONGHORN TER; THENCE SOUTH ALONG THE CENTERLINE OF SAID N LONGHORN TER TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W RIO GRANDE DR; THENCE EAST AND NORTH ALONG THE CENTERLINE OF SAID W RIO GRANDE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W BOWIE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUFFALO DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N BUFFALO DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GLORY HILL ST; THENCE WEST ALONG THE CENTERLINE OF SAID W GLORY HILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SACRAMENTO AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N SACRAMENTO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CAVALRY LN; THENCE EASTERLY ALONG THE CENTERLINE OF SAID W CAVALRY LN TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PINE RIDGE BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W PINE RIDGE BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N STIRRUP DR; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N STIRRUP DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PONY DR; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N PONY DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUCKHORN DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N BUCKHORN DR TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W TOPEKA CT; THENCE WESTERLY ALONG THE CENTERLINE OF W TOPEKA CT TO THE NORTHWEST CORNER OF LOT 1, BLK 167 OF PINE RIDGE UNIT 2; THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 1 BLK 167 TO THE SW CORNER OF LOT 5, BLK 167 OF PINE RIDGE UNIT 2; THENCE EASTERLY ALONG THE SOUTHERN BORDER OF SAID LOT 5, BLK 167 TO THE SE CORNER OF LOT 1, BLK 181 PINE RIDGE UNIT 2; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, BLK 181 AND ALONG THE WESTERLY BOUNDARY OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT THAT IS 260 FEET NORTH FROM THE SW CORNER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE GO S 44° 58’ 22” E TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W

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NORVELL BRYANT HWY; THENCE EASTERLY ALONG CENTERLINE OF SAID W NORVELL BRYANT HWY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 491; THENCE SOUTHWESTERLY, SOUTHEASTERLY, AND SOUTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 491 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 44; THENCE WEST ALONG THE CENTERLINE OF SAID STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 490; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 490 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF S ROCK CRUSHER RD; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID S ROCK CRUSHER RD TO A POINT OF INTERSECTION WIT THE CENTERLINE OF W VENABLE ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W VENABLE ST TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 17 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 34 TO THE SOUTHEAST CORNER OF SAID SECTION 34, SAID CORNER BEING THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 3 TO THE SE CORNER OF LOT 10, BLK 8 OF CRYSTAL ACRES; THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID LOT 10, BLK 8 AND THE SOUTH BORDER OF LOT 10, BLK 7 OF CRYSTAL ACRES TO THE SW CORNER OF SAID LOT 10, BLK 7; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF LOT 10, BLK 7 TO THE NORTHEAST CORNER OF PARCEL13220 OF AN UNRECORDED TRACT; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 13220 TO THE NORTHEAST CORNER OF PARCEL 42300 OF AN UNRECORDED TRACT; THENCE SOUTHERLY TO THE SE CORNER OF SAID PARCEL 42300, THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID PARCEL 42300 TO THE SW CORNER OF PARCEL 42300; THENCE NORTHERLY TO A POINT OF INTERSECTION OF THE WESTERLY BOUNDARY OF PARCEL 42300 WITH THE EASTERLY PROJECTION OF THE CENTERLINE OF W OZELLO TRAIL; THENCE WESTERLY ALONG THE EASTERLY PROJECTION OF W OZELLO TRAIL TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. HWY NO. 19; THENCE SOUTH ALONG THE CENTERLINE OF SAID U.S. HIGHWAY NO. 19 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTIONS 15, 16, 17, AND 18, TOWNSHIP 19 SOUTH, RANGE 17 EAST TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 18 TO THE SOUTHWEST CORNER OF SAID SECTION 18, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 16 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SECTIONS 24, 23, 22, 21, 20, AND 19, TOWNSHIP 19 SOUTH, RANGE 16 EAST TO A POINT ON THE SHORE LINE OF THE GULF OF MEXICO; THENCE NORTHWESTERLY ALONG THE SHORE LINE OF THE GULF OF MEXICO TO THE CENTERLINE OF THE WITHLACOOCHEE RIVER; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF THE WITHLACOOCHEE RIVER TO A POINT THAT IS N 44° 51’ 57” E 3,109 FEET FROM THE POINT OF BEGINNING; THENCE GO S 44° 51’ 57” W 3109 FEET TO THE POINT OF BEGINNING.

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DESCRIPTION FOR
CITRUS COUNTY COMMISSIONER
DISTRICT No. 2
September 13, 2011 Revised November 9, 2021

BEGIN AT THE INTERSECTION OF THE SOUTH BOUNDARY OF TOWNSHIP 20 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA WITH THE CENTERLINE OF COUNTY ROAD NO. 491, SAID POINT BEING THE SOUTHEAST CORNER OF SECTION 36 OF SAID TOWNSHIP 20 SOUTH, RANGE 18 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF SAID TOWNSHIP 20 SOUTH, RANGE 18 EAST AND ALONG THE SOUTH BOUNDARY OF TOWNSHIP 20 SOUTH, RANGE 17 EAST TO A POINT OF INTERSECTION WITH THE SHORE LINE OF THE GULF OF MEXICO; THENCE NORTHWESTERLY ALONG THE SHORE LINE OF SAID GULF OF MEXICO TO THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 16 EAST; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 24 TO THE NORTHWEST CORNER OF SAID SECTION 20; THENCE EAST ALONG THE NORTH BOUNDARIES OF SECTIONS 20, TOWNSHIP 19 SOUTH, RANGE 16 EAST AND SECTIONS 21, 22, 23, AND 24 TOWNSHIP 19 SOUTH, RANGE 16 EAST, TO THE NORTHEAST CORNER OF SAID SECTION 24, TOWNSHIP 19 SOUTH, RANGE 16 EAST, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 18 TO THE NORTHWEST CORNER OF SAID SECTION 18; THENCE EAST ALONG THE NORTH BOUNDARY OF SECTIONS 18, 17, 16, AND 15, TOWNSHIP 19 SOUTH, RANGE 17 EAST, TO A POINT OF INTERSECTION WITH THE CENTERLINE OF U.S. HIGHWAY NO. 19 ALSO KNOWN AS STATE ROAD NO. 55; THENCE NORTH ALONG THE CENTERLINE OF SAID U.S. HWY NO. 19 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W OZELLO TRAIL; THENCE EAST ALONG THE EASTERLY EXTENSION OF W OZELLO TRAIL TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF PARCEL 42300 OF AN UNRECORDED TRACT; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID PARCEL 42300 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF PARCEL 42300 OF AN UNRECORDED TRACT; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID PARCEL 42300 TO THE SOUTHEAST CORNER OF SAID PARCEL 42300; THENCE NORTH TO THE NORTHEAST CORNER OF SAID PARCEL 42300; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF PARCEL 13220 OF AN UNRECORDED TRACT TO THE NORTHEAST CORNER OF SAID PARCEL 13200; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID PARCEL 13220 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 10, BLOCK 7 OF CRYSTAL ACRES SUBDIVISION; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID LOT 10 BLOCK 7 AND LOT 10 BLOCK 8 TO THE SOUTHEAST CORNER OF LOT 10 BLOCK 8 OF CRYSTAL ACRES SUBDIVISION, WHICH IS ALSO A POINT ON THE EAST BOUNDARY OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 17 EAST; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 3 TO A POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 17 EAST; THENCE NORTH ALONG THE EAST BOUNDARY OF SAID SECTION 34 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST VENABLE STREET; THENCE EASTERLY ALONG THE CENTERLINE OF SAID WEST VENABLE STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SOUTH ROCK CRUSHER ROAD, THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID SOUTH ROCK CRUSHER ROAD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 490, ALSO KNOWN AS WEST HOMOSASSA TRAIL, THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 490 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO. 44, ALSO KNOWN AS WEST GULF TO LAKE HIGHWAY; THENCE EST ALONG THE CENTERLINE OF SAID STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH COUNTY ROAD NO. 491, ALSO KNOWN AS SOUTH LECANTO HIGHWAY; THENCE SOUTH, SOUTHEASTERLY, AND SOUTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 491 TO THE POINT OF BEGINNING.

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DESCRIPTION FOR
CITRUS COUNTY COMMISSIONER
DISTRICT No. 3
September 13, 2011 Revised November 9, 2021

BEGIN AT THE INTERSECTION OF THE CENTERLINE OF COUNTY ROAD NO. 491 WITH THE CENTERLINE OF W NORVELL BRYANT HWY; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE CENTERLINE OF COUNTY ROAD NO. 491 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SECTION 28, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 28 AND THE SOUTH BOUNDARY OF SECTION 27, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 18 S, RANGE 18 E; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID SECTION 28 SOUTH RANGE 18 E TO THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 18 S, RANGE 18 E, WHICH IS ALSO THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 18 S, RANGE 18 E; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 35 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 19, CRYSTAL HILLS MINI FARMS UNIT 3 UNRECORDED SUBDIVISION; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 19 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH OTTAWA AVE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OTTAWA AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST NORWAY LANE; THENCE EASTERLY ALONG THE CENTERLINE OF SAID WEST NORWAY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH VENICE TERRACE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID NORTH VENICE TERRACE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST JENNY ST; THENCE EASTERLY ALONG THE CENTERLINE OF SAID WEST JENNY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF NORTH MUNICH TERRACE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID NORTH MUNICH TERRACE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST RUSS STREET; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W RUSS STREET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OTTAWA AVE; THENCE NORTH ALONG THE CENTERLINE OF N OTTAWA AVE TO A POINT OF INTERSECTION WITH COUNTY ROAD NO. 486; THENCE EAST, NORTHEASTERLY AND EAST ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 486 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID SECTION 24, AND ALONG THE EAST BOUNDARY OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID NW ¼ OF SECTION 7 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID NW ¼ OF SECTION 7 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF THE SW ¼ OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF SAID SW ¼ OF SECTION 6 AND THE SOUTH BOUNDARY OF THE N ½ OF SECTION 1, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LECANTO HWY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N LECANTO HWY TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY OF N ROSS TERR; THENCE NORTHERLY ALONG THE SOUTHERLY EXTENSION OF SAID N ROSS TERR AND THE WESTERLY RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CITRUS SPRINGS BLVD; THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID E CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E WITHLACOOCHEE TRAIL; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF E WITHLACOOCHEE TRAIL TO A POINT OF

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INTERSECTION WITH THE CENTERLINE OF N COUNTRY CLUB WAY; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N COUNTRY CLUB WAY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ATHENIA DR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N ATHENIA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BILTMORE TERR; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID N BILTMORE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W EMERSON PL; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W EMERSON PL TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W ALEXANDER DR; THENCE NORTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID W ALEXANDER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OCEAN DR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OCEAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MAGENTA DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W MAGENTA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF N HAITIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ADLER DR; THENCE SOUTHEASTERLY , SOUTHERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N ADLER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W MOST LN; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID W MOST LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAITIAN DR; THENCE NORTHEASTERLY ALONG THE INTERSECTION OF SAID N HAITIAN DR TO A POINT OF INTERSECTION WITH THE INTERSECTION OF W SHEILA DR; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W SHEILA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OFF N G MARTENELLI BLVD; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N G MARTENELLI BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPAULDING DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N SPAULDING DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N NORRIS TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N NORRIS TERR TO A POINT OF INTERSECTION WITH W BUCCANEER LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W BUCCANEER LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DELLWOOD ST; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W DELLWOOD ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RENE TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N RENE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W RUTLAND DR; THENCE EAST ALONG THE CENTERLINE OF SAID W RUTLAND DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N ELKCAM BLVD; THENCE SOUTH ALONG THE CENTERLINE OF SAID N ELKCAM BLVD TO A POINT OF INTERSECTION WITH 150 FEET SOUTH OF THE NORTH BOUNDARY LINE OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY 150 SOUTH AND PARALLEL TO THE NORTH BOUNDARY OF SECTION 15 AND SECTION 16, TOWNSHIP 17 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF NORTH CHERRY LAKE DR; THENCE SOUTH ALONG THE NORTHERLY EXTENSION AND THE CENTERLINE OF SAID N CHERRY LAKE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FANTASY LANE; THENCE WEST ALONG THE CENTERLINE OF SAID W FANTASY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PARADISEA DR; THENCE SOUTH AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N PARADISEA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS SPRINGS BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID N CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N RONDA DR; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE

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CENTERLINE OF SAID N RONDA DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE WEST ALONG THE CENTERLINE OF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N IBERIAN DR; THENCE NORTH ALONG THE CENTERLINE OF SAID N IBERIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W DORCHESTER CIRCLE; THENCE EAST, NORTH, WEST, SOUTH AND WEST ALONG THE CENTERLINE OF SAID W DORCHESTER CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE NORTH, WEST AND SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GALLAGHER ST; THENCE EAST ALONG THE CENTERLINE IF SAID W GALLAGHER ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LINDHURST CIRCLE; THENCE WEST, SOUTH AND EAST ALONG THE CENTERLINE OF SAID N LINDHURST CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FARRINGTON DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FARRINGTON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W THRUSH DR; THENCE WEST ALONG THE CENTERLINE OF SAID W THRUSH DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N WAYSIDE AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N WAYSIDE AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FINDLAY ST; THENCE EAST ALONG THE CENTERLINE OF SAID W FINDLAY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N GATEWOOD DR; THENCE SOUTHEASTERLY AND SOUTH ALONG THE CENTERLINE OF SAID N GATEWOOD DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W HAVERHILL LANE; THENCE EAST ALONG THE CENTERLINE OF SAID W HAVERHILL LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LN; THENCE WEST ALONG THE CENTERLINE OF SAID W FIRESIDE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W FIRESIDE LOOP; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID W FIRESIDE LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CITRUS SPRINGS BLVD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID W CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GERALDINE DR; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W GERALDINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FIRWOOD CIRCLE; THENCE NORTHWESTERLY , WESTERLY , SOUTHERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N FIRWOOD CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N TRANQUIL DR; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N TRANQUIL DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HEATHER DR; THENCE SOUTH AND EAST ALONG THE CENTERLINE OF SAID N HEATHER DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W ABELINE DR; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W ABELINE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HARCROSS AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF N HARCROSS AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W BANNER CIRCLE; THENCE WESTERLY, SOUTHERLY, AND EASTERLY ALONG THE CENTERLINE OF SAID W BANNER CIRCLE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAZELWOOD DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N HAZELWOOD DR TO THE POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF LOT 37, BLK 1534 OF CITRUS SPRINGS UNIT 22; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 37 AND THE SOUTH BOUNDARY OF LOTS 36 THROUGH LOT 28

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BLK 1534 OF CITRUS SPRINGS UNIT 22 TO THE SOUTHWEST CORNER OF LOT 28, BLK 1534 OF CITRUS SPRINGS UNIT 28; THENCE NORTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 28 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 13D, BLK 3C000 OF UNRECORDED OSCEOLA HILLS; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID LOT 13D, BLK 3C000 TO THE NORTHWEST CORNER OF LOT 7, BLK 3C000 OF UNRECORDED OSCEOLA HILL; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 7, BLK 3C000 TO THE SOUTHWEST CORNER OF LOT 6, BLK 102 OF PINE RIDGE UNIT 1, WHICH IS ALSO THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 31 TO THE SOUTHWEST CORNER OF LOT 81, BLK 4D000 OF MINI FARMS UNIT 9; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 81, BLK 4D000 TO THE NORTHWEST CORNER OF LOT 84, BLK 4D000 OF MINI FARMS UNIT 9 WHICH IS ALSO THE NORTHEAST CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE NORTHWEST CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID SW ¼ OF THE SE ¼ TO THE SOUTHWEST CORNER OF THE SE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST WHICH IS ALSO THE SOUTHEAST CORNER OF THE SW ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 18 EAST; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID SW ¼ OF SECTION 31 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CALICO DR; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N CALICO DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CONESTOGA ST; THENCE WEST ALONG THE CENTERLINE OF SAID W CONESTOGA ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LONGHORN TERR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N LONGHORN TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF WEST RIO GRANDE DR; THENCE EAST AND NORTH ALONG THE CENTERLINE OF SAID W RIO GRANDE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W BOWIE LANE; THENCE EAST ALONG THE CENTERLINE OF SAID W BOWIE LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUFFALO DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N BUFFALO DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W GLORY HILL ST; THENCE WEST ALONG THE CENTERLINE OF SAID W GLORY HILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SACRAMENTO AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID N SACRAMENTO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W CAVALRY LN; THENCE EASTERLY ALONG THE CENTERLINE OF SAID W CAVALRY LN TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PINE RIDGE BLVD; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID W PINE RIDGE BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N STIRRUP DR; THENCE SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE CENTERLINE OF SAID N STIRRUP DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N PONY DR; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID N PONY DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BUCKHORN DR; THENCE SOUTH ALONG THE CENTERLINE OF SAID N BUCKHORN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W TOPEKA CT; THENCE WESTERLY ALONG THE CENTERLINE OF W TOPEKA CT TO THE NORTHWEST CORNER OF LOT 1, BLK 167 OF PINE RIDGE UNIT 2; THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 1, BLK 167 TO THE SOUTHWEST CORNER OF LOT 5, BLK 167 OF PINE RIDGE UNIT 2; THENCE EASTERLY ALONG THE SOUTHERN BORDER OF SAID LOT 5, BLK 167 TO THE SOUTHEAST CORNER OF LOT 1, BLK 181, PINE RIDGE UNIT 2; THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, BLK 181 AND ALONG THE

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DESCRIPTION FOR
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DISTRICT No. 3
September 13, 2011 Revised November 9, 2021

WESTERLY BOUNDARY OF SAID LOT 1, BLK 181 AND ALONG THE WESTERLY BOUNDARY OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT THAT IS 260 FEET NORTH FROM THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE GO S 44° 58’ 22” E TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W NORVELL BRYANT HWY; THENCE EASTERLY ALONG THE CENTERLINE OF SAID W NORVELL BRYANT HWY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 491 AND POINT OF BEGINNING.

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DESCRIPTION FOR
CITRUS COUNTY COMMISSIONER
DISTRICT No. 4
September 13, 2011 Revised November 9, 2021

BEGIN AT A POINT OF INTERSECTION OF THE CENTERLINE OF THE WITHLACOOCHEE RIVER AND THE NORTHEASTERLY EXTENSION OF THE CENTERLINE OF COUNTY ROAD NO. 581; THENCE WESTERLY, SOUTHWESTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 581 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DOGWOOD HAMMOCK DR; THENCE EASTERLY ALONG THE CENTERLINE OF SAID E DOGWOOD HAMMOCK DR AND THE EASTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF PARCEL 33000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 33000 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 20 EAST AND THE SOUTHEAST BOUNDARY OF PARCEL 21000; THENCE CONTINUE ALONG THE SOUTHEAST BOUNDARY OF SAID PARCEL 21000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF PARCEL 22200; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PARCEL 22200 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF SAID SECTION 8 TO THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE NORTHERNMOST BOUNDARY OF PARCEL 44400; THENCE NORTHEASTERLY AND SOUTHWESTERLY ALONG THE PERIMETER OF SAID PARCEL 44400 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 12000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 12000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 1, BLOCK A OF UNRECORDED GUNN SUBDIVISION; THENCE WEST AND SOUTH ALONG THE WESTERLY BOUNDARY OF SAID UNRECORDED GUNN SUBDIVISION TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF E GOSPEL ISLAND RD; THENCE DUE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY OF SAID E GOSPEL ISLAND RD; THENCE SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE SHORELINE OF PRITCHARD ISLAND SUBDIVISION; THENCE SOUTHERLY AND WESTERLY ALONG THE SHORELINE OF SAID PRITCHARD ISLAND SUBDIVISION TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 9 AND ALONG THE WEST BOUNDARY OF SAID SECTION 16, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF HWY 44 EAST; THENCE GO EAST ALONG THE SHORELINE OF LAKE TSALA APOPKA THAT ABUTS THE NORTH RIGHT OF WAY OF SAID HWY 44 EAST AND CONTINUE SOUTHEASTERLY ALONG SAID SHORELINE OF LAKE TSALA APOPKA TO THE SOUTH RIGHT OF WAY OF SAID HWY 44 EAST AND SHORELINE OF SPIVEY LAKE; CONTINUE ALONG THE SHORELINE OF SPIVEY LAKE WHICH ALSO COINCIDES WITH THE BOUNDARY OF CYPRESS COVE SUBDIVISION; CONTINUE ALONG THE BOUNDARY OF CYPRESS COVE SUBDIVISION TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 32300; THENCE CONTINUE ALONG THE BOUNDARY OF SAID PARCEL 32300 AND ALONG THE SHORELINE OF SPIVEY LAKE TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 21 TO THE NE CORNER OF THE NW ¼ OF SAID SECTION 21; THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NW ¼ OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 21 AND A POINT OF INTERSECTION WITH THE CENTERLINE OF POE ST; THENCE EASTERLY ALONG THE CENTERLINE OF SAID POE ST TO A POINT OF INTERSECTION WITH SHERWOOD AVE; THENCE SOUTHERLY ALONG THE

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CENTERLINE OF SAID SHERWOOD AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STOWE ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID STOWE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF OLD FLORAL CITY RD; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID OLD FLORAL CITY RD TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID NW ¼ OF SECTION 21 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE SOUTHEASTERLY ALONG THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF LOT 64, OF HIGHLAND PLAZA SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 64 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 18, OF HIGHLAND PLAZA SUBDIVISION AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE CENTERLINE OF S US HWY 41; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID S US HWY 41 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID NW ¼ OF SECTION 21 AND WESTERLY ALONG THE SOUTH BOUNDARY OF THE NE ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF MAPLE AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID MAPLE AVE TO THE SOUTHEAST CORNER OF LOT 60, BLOCK 225, INVERNESS HIGHLANDS SOUTH, AS RECORDED IN PLAT BOOK 3, PAGES 51, THROUGH 66, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 60 TO THE SOUTHWEST CORNER OF SAID LOT 60; THENCE NORTH ALONG THE WEST BOUNDARY OF LOTS 60 AND 61, BLOCK 225 OF SAID INVERNESS HIGHLANDS SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NW ¼ OF SAID SECTION 20 TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WINDY AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF WINDY AVE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF IRIS LANE; THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF IRIS LANE TO THE SOUTHWEST CORNER OF LOT 91, BLOCK 271 OF SAID INVERNESS HIGHLANDS SOUTH; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID LOT 91 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SW ¼ OF SAID SECTION 20 TO THE NORTHEAST CORNER OF THE SE ¼ OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SOUTH HALF OF SAID SECTION 19 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF PINE GROVE, AS RECORDED IN PLAT BOOK 13, PAGES 135 AND 136, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PINE GROVE TO THE SOUTHEAST CORNER OF SAID PINE GROVE; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID PINE GROVE AND ALONG A WESTERLY EXTENSION OF SAID SOUTH BOUNDARY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO 581; THENCE NORTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO 581 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH HALF OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 19 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NORTH HALF OF SAID SECTION 24 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SAID SECTION 24; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 24 AND THE WEST BOUNDARY OF SECTIONS 13 AND 12, TOWNSHIP 19 SOUTH,

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RANGE 19 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO 44; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF S SMITH AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID S SMITH AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DAWSON DR; THENCE WEST ALONG THE CENTERLINE OF SAID E DAWSON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CROFT AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N CROFT AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E HAMPSHIRE ST; THENCE EAST ALONG THE CENTERLINE OF SAID E HAMPSHIRE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E ALLEGRIE DR; THENCE SOUTH AND WEST ALONG THE CENTERLINE OF SAID E ALLEGRIE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPEND A BUCK DR; THENCE SOUTH AND SOUTHWEST ALONG THE CENTERLINE OF SAID N SPEND A BUCK DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CROWN OF ROSES LOOP; THENCE NORTH ALONG THE CENTERLINE OF SAID E CROWN OF ROSES LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAMBLETONIAN DR; THENCE SOUTHWEST ALONG THE CENTERLINE OF SAID N HAMBLETONIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KENSINGTON AVE; THENCE NORTH ALONG THE CENTERLINE OF N KENSINGTON AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E REEHILL ST; THENCE WEST ALONG THE CENTERLINE OF SAID E REEHILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS HILLS BLVD; THENCE NORTH ALONG THE CENTERLINE OF SAID N CITRUS HILLS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E LIBERTY ST; THENCE WEST ALONG THE CENTERLINE OF SAID W LIBERTY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST; THENCE WEST ALONG THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W QUINCE ST; THENCE WEST ALONG THE CENTERLINE OF SAID W QUINCE ST TO THE INTERSECTION WITH THE CENTERLINE OF S HIGHVIEW AVE; THENCE GO N 55° 59’ 13” W 461.46 FEET, THENCE GO S 44° 58’ 31” W 360 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N INDIANAPOLIS AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N INDIANAPOLIS AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KINGLET AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N KINGLET AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W UNION ST; THENCE WEST ALONG THE CENTERLINE OF SAID W UNION ST TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTH ALONG THE BOUNDARY OF SAID SECTION 34 TO THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF SAID SECTION 34 AND ALONG THE NORTH BOUNDARY OF SECTION 33, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO. 491; THENCE SOUTHERLY, SOUTHEASTERLY AND SOUTHERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 491 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 19 EAST; THENCE EAST ALONG THE SOUTH BOUNDARY OF TOWNSHIP 20 SOUTH, RANGE 19 EAST TO THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 19 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SECTIONS 4 AND 9, TOWNSHIP 21 SOUTH, RANGE 19 EAST TO THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 19 EAST; THENCE EASTERLY ALONG THE

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DESCRIPTION FOR
CITRUS COUNTY COMMISSIONER
DISTRICT No. 4
September 13, 2011 Revised November 9, 2021

SOUTH BOUNDARY OF TOWNSHIP 21 SOUTH, RANGE 19 EAST AND EASTERLY ALONG THE SOUTH BOUNDARY OF TOWNSHIP 21 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE WITHLACOOCHEE RIVER; THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG THE CENTERLINE OF THE WITHLACOOCHEE RIVER TO THE POINT OF BEGINNING.

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DESCRIPTION FOR
CITRUS COUNTY COMMISSIONER
DISTRICT No. 5
September 13, 2011 Revised November 9, 2021

BEGIN AT THE INTERSECTION OF N KENSINGTON AVE AND N BRIGHTON RD; THENCE NORTH ALONG THE CENTERLINE OF N KENSINGTON AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E REEHILL ST; THENCE WEST ALONG THE CENTERLINE OF SAID E REEHILL ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CITRUS HILLS BLVD; THENCE NORTH ALONG THE CENTERLINE OF SAID N CITRUS HILLS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E LIBERTY ST; THENCE WEST ALONG THE CENTERLINE OF SAID W LIBERTY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST; THENCE WEST ALONG THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N FRESNO AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N FRESNO AVE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF W QUINCE ST; THENCE WEST ALONG THE CENTERLINE OF SAID W QUINCE ST TO THE INTERSECTION WITH THE CENTERLINE OF S HIGHVIEW AVE; THENCE GO N 55° 59’ 13” W 461.46 FEET, THENCE GO S 44° 58’ 31” W 360 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N INDIANAPOLIS AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N INDIANAPOLIS AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W PEARSON ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W PEARSON ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KINGLET AVE; THENCE SOUTH ALONG THE CENTERLINE OF SAID N KINGLET AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W UNION ST; THENCE WEST ALONG THE CENTERLINE OF SAID W UNION ST TO A POINT OF INTERSECTION WITH THE WESTERLY BOUNDARY OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID SECTION 35 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 19, CRYSTAL HILLS MINI FARMS UNIT 3 UNRECORDED SUBDIVISION; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 19 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OTTAWA AVE; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N OTTAWA AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W NORWAY LN; THENCE EASTERLY ALONG THE CENTERLINE OF SAID W NORWAY LANE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N VENICE TERR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N VENICE TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF W JENNY ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W JENNY ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N MUNICH TERR; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID N MUNICH TERR TO A POINT OF INTERSECTION WITH THE CENTERLINE IF W RUSS ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID W RUSS ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N OTTAWA AVE; THENCE NORTH ALONG THE CENTERLINE OF N OTTAWA AVE TO A POINT OF INTERSECTION WITH COUNTY ROAD NO 486; THENCE EAST, NORTHEASTERLY AND EAST ALONG THE CENTERLINE OF SAID COUNTY ROAD NO 486 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 18 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID SECTION 24, AND ALONG THE EAST BOUNDARY OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF SAID NW ¼ OF SECTION 7 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID NW ¼ OF SECTION 7 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF THE SW ¼ OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 19 EAST; THENCE WESTERLY ALONG THE NORTH BOUNDARY OF SAID SW ¼ OF SECTION 6 AND THE SOUTH BOUNDARY OF THE N ½ OF SECTION 1, TOWNSHIP 18

Attachment: Resolution_Redistricting_20211130 [Revision 2] (18695 : Redistricting 2021 Resolution)

SOUTH, RANGE 18 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N LECANTO HWY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE CENTERLINE OF SAID N LECANTO HWY TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY OF N ROSS TERR; THENCE NORTHERLY ALONG THE SOUTHERLY EXTENSION OF SAID N ROSS TERR AND THE WESTERLY RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF SAID WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CITRUS SPRINGS BLVD; THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID E CITRUS SPRINGS BLVD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E WITHLACOOCHEE TRAIL; THENCE NORTHEASTERLY AND WESTERLY ALONG THE CENTERLINE OF SAID E WITHLACOOCHEE TRAIL TO A POINT OF INTERSECTION THAT IS 50 FEET WEST OF THE POINT OF INTERSECTION OF E WITHLACOOCHEE TRAIL AND N COVENANT PATH; THENCE N 44° 51’ 57” E TO A POINT OF INTERSECTION WITH THE CENTERLINE OF THE WITHLACOOCHEE RIVER; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE CENTERLINE OF THE WITHLACOOCHEE RIVER TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE CENTERLINE OF COUNTY ROAD NO 581, ALSO KNOWN AS E TURNER CAMP RD; THENCE WESTERLY, SOUTHWESTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG THE CENTERLINE OF SAID E TURNER CAMP RD TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DOGWOOD HAMMOCK DR; THENCE EASTERLY ALONG THE CENTERLINE OF SAID E DOGWOOD HAMMOCK DR AND THE EASTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF PARCEL 33000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 33000 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 4, TOWNSHIP 19 SOUTH, RANGE 20 EAST AND THE SOUTHEAST BOUNDARY OF PARCEL 21000; THENCE CONTINUE ALONG THE SOUTHEAST BOUNDARY OF SAID PARCEL 21000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF PARCEL 22200; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PARCEL 22200 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EASTERLY ALONG THE NORTH BOUNDARY OF SAID SECTION 8 TO THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE NORTHERNMOST BOUNDARY OF PARCEL 44400; THENCE NORTHEASTERLY AND SOUTHWESTERLY ALONG THE PERIMETER OF SAID PARCEL 44400 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF SECTION 8, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 8 TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 12000; THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG THE PERIMETER OF SAID PARCEL 12000 TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF LOT 1, BLOCK A OF UNRECORDED GUNN SUBDIVISION; THENCE WEST AND SOUTH ALONG THE WESTERLY BOUNDARY OF SAID UNRECORDED GUNN SUBDIVISION TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY OF E GOSPEL ISLAND RD; THENCE DUE SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY OF SAID E GOSPEL ISLAND RD; THENCE SOUTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY TO A POINT OF INTERSECTION WITH THE SHORELINE OF PRITCHARD ISLAND SUBDIVISION; THENCE SOUTHERLY AND WESTERLY ALONG THE SHORELINE OF SAID PRITCHARD ISLAND SUBDIVISION TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE SOUTH ALONG THE WEST BOUNDARY OF SAID SECTION 9 AND ALONG THE WEST BOUNDARY OF SAID SECTION 16, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF

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INTERSECTION WITH THE NORTH RIGHT OF WAY OF HWY 44 EAST; THENCE GO EAST ALONG THE SHORELINE OF LAKE TSALA APOPKA THAT ABUTS THE NORTH RIGHT OF WAY OF SAID HWY 44 EAST AND CONTINUE SOUTHEASTERLY ALONG SAID SHORELINE OF LAKE TSALA APOPKA TO THE SOUTH RIGHT OF WAY OF SAID HWY 44 EAST AND SHORELINE OF SPIVEY LAKE; CONTINUE ALONG THE SHORELINE OF SPIVEY LAKE WHICH ALSO COINCIDES WITH THE BOUNDARY OF CYPRESS COVE SUBDIVISION; CONTINUE ALONG THE BOUNDARY OF CYPRESS COVE SUBDIVISION TO A POINT OF INTERSECTION WITH THE BOUNDARY OF PARCEL 32300; THENCE CONTINUE ALONG THE BOUNDARY OF SAID PARCEL 32300 AND ALONG THE SHORELINE OF SPIVEY LAKE TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 21 TO THE NE CORNER OF THE NW ¼ OF SAID SECTION 21; THENCE SOUTH ALONG THE EAST BOUNDARY OF THE NW ¼ OF SAID SECTION 21 TO THE SOUTHEAST CORNER OF THE NW ¼ OF SAID SECTION 21 AND A POINT OF INTERSECTION WITH THE CENTERLINE OF POE ST; THENCE EASTERLY ALONG THE CENTERLINE OF SAID POE ST TO A POINT OF INTERSECTION WITH SHERWOOD AVE; THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID SHERWOOD AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STOWE ST; THENCE WESTERLY ALONG THE CENTERLINE OF SAID STOWE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF OLD FLORAL CITY RD; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID OLD FLORAL CITY RD TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BORDER OF SAID NW ¼ OF SECTION 21 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL; THENCE SOUTHEASTERLY ALONG THE WEST BOUNDARY OF THE WITHLACOOCHEE STATE TRAIL TO A POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF LOT 64, OF HIGHLAND PLAZA SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 64 TO A POINT OF INTERSECTION WITH THE SOUTHWEST CORNER OF LOT 18, OF HIGHLAND PLAZA SUBDIVISION AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE CENTERLINE OF S US HWY 41; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID S US HWY 41 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID NW ¼ OF SECTION 21 AND WESTERLY ALONG THE SOUTH BOUNDARY OF THE NE ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF MAPLE AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF SAID MAPLE AVE TO THE SOUTHEAST CORNER OF LOT 60, BLOCK 225, INVERNESS HIGHLANDS SOUTH, AS RECORDED IN PLAT BOOK 3, PAGES 51, THROUGH 66, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID LOT 60 TO THE SOUTHWEST CORNER OF SAID LOT 60; THENCE NORTH ALONG THE WEST BOUNDARY OF LOTS 60 AND 61, BLOCK 225 OF SAID INVERNESS HIGHLANDS SOUTH TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NW ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NW ¼ OF SAID SECTION 20 TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF WINDY AVE; THENCE SOUTHERLY ALONG THE WEST RIGHT OF WAY LINE OF WINDY AVE TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF IRIS LANE; THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF IRIS LANE TO THE SOUTHWEST CORNER OF LOT 91, BLOCK 271 OF SAID INVERNESS HIGHLANDS SOUTH; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID LOT 91 TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 20 EAST;

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DESCRIPTION FOR
CITRUS COUNTY COMMISSIONER
DISTRICT No. 5
September 13, 2011 Revised November 9, 2021

THENCE WEST ALONG THE NORTH BOUNDARY OF THE SW ¼ OF SAID SECTION 20 TO THE NORTHEAST CORNER OF THE SE ¼ OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 20 EAST; THENCE WEST ALONG THE NORTH BOUNDARY OF THE SOUTH HALF OF SAID SECTION 19 TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF PINE GROVE, AS RECORDED IN PLAT BOOK 13, PAGES 135 AND 136, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA; THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID PINE GROVE TO THE SOUTHEAST CORNER OF SAID PINE GROVE; THENCE WESTERLY ALONG THE SOUTH BOUNDARY OF SAID PINE GROVE AND ALONG A WESTERLY EXTENSION OF SAID SOUTH BOUNDARY TO A POINT OF INTERSECTION WITH THE CENTERLINE OF COUNTY ROAD NO 581; THENCE NORTH ALONG THE CENTERLINE OF SAID COUNTY ROAD NO 581 TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH HALF OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 19 EAST; THENCE WEST ALONG THE SOUTH BOUNDARY OF THE NORTH HALF OF SAID SECTION 24 TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SAID SECTION 24; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID SECTION 24 AND THE WEST BOUNDARY OF SECTIONS 13 AND 12, TOWNSHIP 19 SOUTH, RANGE 19 EAST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD NO 44; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF STATE ROAD NO. 44 TO A POINT OF INTERSECTION WITH THE CENTERLINE OF S SMITH AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID S SMITH AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E DAWSON DR; THENCE WEST ALONG THE CENTERLINE OF SAID E DAWSON DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N CROFT AVE; THENCE NORTH ALONG THE CENTERLINE OF SAID N CROFT AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E HAMPSHIRE ST; THENCE EAST ALONG THE CENTERLINE OF SAID E HAMPSHIRE ST TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E ALLEGRIE DR; THENCE SOUTH AND WEST ALONG THE CENTERLINE OF SAID E ALLEGRIE DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N SPEND A BUCK DR; THENCE SOUTH AND SOUTHWEST ALONG THE CENTERLINE OF SAID N SPEND A BUCK DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF E CROWN OF ROSES LOOP; THENCE NORTH ALONG THE CENTERLINE OF SAID E CROWN OF ROSES LOOP TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N HAMBLETONIAN DR; THENCE SOUTHWEST ALONG THE CENTERLINE OF SAID N HAMBLETONIAN DR TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N KENSINGTON AVE; THENCE NORTHWEST ALONG THE CENTERLINE OF SAID N KENSINGTON AVE TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N BRIGHTON RD AND POINT OF BEGINNING.

Attachment: Resolution_Redistricting_20211130 [Revision 2] (18695 : Redistricting 2021 Resolution)

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

_____

ANGELA VICK, CLERK

BY: _____

RONALD E. KITCHEN, JR., CHAIR

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY:

_____

DENISE A. DYMOND LYN
COUNTY ATTORNEY

Attachment: Resolution_Redistricting_20211130 [Revision 2] (18695 : Redistricting 2021 Resolution)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	1:30PM Public Hearing for FTA Section 5307 FFY22 Funding
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

In order to apply for Federal Transportation Administration Section 5307 grant funding for the County Transit program, the recipient (Citrus County) is required to develop a Program of Projects (POP) and certify compliance with certain program guidelines, including making the information available to the public. The final POP will be available to the public on both the County and Citrus County Transit websites. In 2014, Citrus County Transit received direct recipient designation from the Florida Department of Transportation and the Hernando/Citrus Metropolitan Planning Organization.

Citrus County Transit may now apply for FTA Section 5307 grant funding through the Federal Transit Administration's (FTA) Transit Award Management System (TrAMS).

The Federal Transportation Administration and the State of Florida Department of Transportation (FDOT) authorizes the utilization of State Toll Revenue Credits as a soft match for the required twenty percent match for the Section 5307 capital award. FDOT State Toll Revenue Credits are a passive funding source that do not contribute to actual cost of the project.

At the March 23, 2021, Board meeting, staff was directed to have Transit Services apply for available funding to pay for their portion of expanding the County's on-site fuel reserve capacity. Through review of the last 30 months of the County's on-site fuel usage, it is estimated that Transit can request grant funding for 42% of the project. Due to updated costs and needs the project is now estimated to cost $2,400,000 with $400,000 for design and $2,000,000 for construction. Transit will be seeking FTA funding of $1,008,000 and requesting the soft match of $252,000 through the FDOT Toll Revenue Credit program. The remaining $1,392,000 will be funded by the County with $500,000 currently allocated to the project and the additional $892,000 will be requested during the FY2023 budget process.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
59100	Transfer	1,252,662	0	0	1,252,662

The requested 5307 grant funding is $1,008,000 for Transit Service's portion to expand the County's fuel storage capacity. The required match of $252,000 for the Capital

project will be covered by a FDOT Toll Credits request. The total project is estimated to cost $2,400,000. Through fuel usage records, Transit's portion is estimated to be 42%.

RECOMMENDED ACTION:

a. Conduct a public hearing as required by the Federal Transit Administration to obtain public input on the Program of Projects for Section 5307 funding.

b. Approve and authorize the Chairman or 1st Vice Chairman, respectively, to sign the Resolution authorizing the electronic submittal of an application for $1,008,000 in Section 5307 grant funding through the Federal Transit Administration's (FTA) Transit Award Management System (TrAMS) as shown on the Program of Projects and electronic execution and submittal of the related contract for $1,008,000 in grant funding for the Citrus County Transit System through the Federal Transit Administration Section 5307 grant for FFY2022 and any amendments thereto, after review by the County Attorney.

c. Authorize staff to submit a request for Toll Revenue Credits to the State of Florida Department of Transportation in the amount of $252,000 for use as a match to the FTA 5307 grant.

FY2022 Program of Projects & Budget
Citrus County, Florida

Activity	Federal Share Section 5307 Funding	Local Share Non-Transit Portion of Project	Block Grant	Toll Revenue Credits	Total Project Costs
Project Administration (Capital)** FY 21	$ 1,008,000	$ 1,392,000	$ -	$ 252,000	$ 2,400,000
Total	$ 1,008,000	$ 1,392,000	$ -	$ 252,000	$ 2,400,000

** Capital items (80% Federal) use anticipated soft match with State Toll Revenue Credits. Toll Revenue Credits do not contribute to the Total Project Cost.

Attachment: 5307 FY 2022 POP (18620 : 1:30PM Public Hearing for FTA Section 5307 FFY22 Funding)

RESOLUTION NO. 2021- _____

A RESOLUTION AUTHORIZING THE APPLICATION FOR, AND EXECUTION OF, A RESULTING CONTRACT FOR SECTION 5307 FEDERAL ADMINISTRATION GRANT FUNDING FOR FFY2022, AND REQUESTING TOLL REVENUE CREDITS FROM FLORIDA TRANSPORTATTION ADMINISTRATION, AND AUTHORIZING THE SIGNATORIES FOR SUCH INSTRUMENTS.

WHEREAS, Citrus County Board of County Commissioners is 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 Florida Statute 125; and

WHEREAS, the Board has determined that it is in the best interest of the population of Citrus County, which it serves, to apply to the Federal Transit Administration for $1,008,000 in financial assistance for FFY2021 under Section 5307 grant funding for Citrus County On-Site Fuel Expansion and to request $252,000 in Toll Revenue Credits from FDOT for grant match requirements; and

WHEREAS, it has been determined through past fuel usage the Transit Services will be responsible for 42% of the total project cost of $2,400,000; and

WHEREAS, Citrus County staff has read or reviewed or will read or review the application and the related model contract and is familiar with the matters contained in them, and that the Board is able to represent that the contractual duties that are to be undertaken are within their scope, purpose, and capacity; and

WHEREAS, Citrus County employs, or will employ, a sufficient number of staff who are qualified by education and experience to fully and faithfully execute all the duties and responsibilities assumed by the Governing Board in relation to the program for which financial assistance is being sought;

NOW THEREFORE BE IT RESOLVED, by the Citrus County Board of County Commissioners that:

1. The Chairman, or 1st Vice Chairman, respectively of the Citrus County Board of County Commissioners, is authorized to grant Signature Authority to staff to electronically submit the grant application, resulting contract, amendments, assurances, and certifications as required to obtain funding from the Federal Transit Administration, after review by the County Attorney, without the need to bring the documents before the Board of County Commissioners.

Attachment: 5307 FFY2022 Resolution (18620 : 1:30PM Public Hearing for FTA Section 5307 FFY22 Funding)

2. Authorize staff to submit a request for Toll Revenue Credits to FDOT in the amount of $252,000 for use as match for FTA 5307 grant.

THIS RESOLUTION was duly adopted and recorded in the minutes this 14 day of December 2021.

BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

_____

RONALD E. KITCHEN, JR., CHAIRMAN

ATTEST:

_____

ANGELA VICK, CLERK

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____

DENISE A. DYMOND LYN, COUNTY ATTORNEY

Attachment: 5307 FFY2022 Resolution (18620 : 1:30PM Public Hearing for FTA Section 5307 FFY22 Funding)

Board of County Commissioners

Department of Community Services
Transit Services
1300 S. Lecanto Hwy PH 352-527-7630
Lecanto, FL 34461 FAX 352-527-7635

Attachment: FY 22 Toll Credits Letter (18620 : 1:30PM Public Hearing for FTA Section 5307 FFY22 Funding)

December 14, 2021

To: Florida Department of Transportation

From: Chairman _____, Citrus County Board of County Commissioners

Project FM: 402628--4

Federal Program: Section 5307

FTA Federal TrAMS Grant Number: Section 5307 Grant

This agency is preparing to apply for funding from the Federal Transit Administration and is requesting District 7 review and assistance for application of FDOT state toll credit as eligible matching funds.

Project Description (briefly summarized):
Citrus County, Florida is applying for Section 5307 funds to help provide for the ongoing operation of our Deviated Fixed Route and Para-Transit services. The 5307 Capital requested is for design and construction of an expansion of the on-site fuel storage facility. Citrus County, Florida is requesting use of toll credits for the required 20% match of the capital purchases.

Project Allocation/Matching Eligibility

Activity	Federal Share Section 5307 Funding	20% State Soft Match Toll Revenue Credits	Governor's Apportionment Year	
Capital	$ 1,008,000	$252,000	FFY 2020	

Should you have any questions, contact Erin Kluis Briggs at 352-527-7639 or erin.kluis@citrusbocc.com.

Enclosures: Governor's Apportionment Table FFY 20

FLORIDA DEPARTMENT OF TRANSPORTATION
OFFICE OF WORK PROGRAM
STIP REPORT
==========
FLP: TRANSIT
==========

ITEM NUMBER:402628 4 PROJECT DESCRIPTION:CITRUS COUNTY BOCC - FTA SECTION 5307 *NON-SIS*
DISTRICT:07 COUNTY:CITRUS TYPE OF WORK:OPERATING/ADMIN. ASSISTANCE
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2021	2021	2022	2023	2024	GREATER THAN 2024	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: CAPITAL / RESPONSIBLE AGENCY: MANAGED BY CITRUS COUNTY TRANSIT							
FTA	0	5,245,165	900,000	0	0	0	6,145,165
LF	0	5,245,165	900,000	0	0	0	6,145,165
TOTAL <N/A>	0	10,490,330	1,800,000	0	0	0	12,290,330
TOTAL 402628 4	0	10,490,330	1,800,000	0	0	0	12,290,330
TOTAL Project:	14,857,527	10,943,318	2,309,764	515,428	563,598	513,556	29,703,191

ITEM NUMBER:438845 1 PROJECT DESCRIPTION:CITRUS COUNTY BOCC - STATE TRANSIT BLOCK GRANT *NON-SIS*
DISTRICT:07 COUNTY:CITRUS TYPE OF WORK:OPERATING/ADMIN. ASSISTANCE
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2021	2021	2022	2023	2024	GREATER THAN 2024	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: OPERATIONS / RESPONSIBLE AGENCY: MANAGED BY CITRUS COUNTY TRANSIT							
DDR	288,301	0	314,604	0	0	349,451	952,356
DPTO	764,344	299,622	0	330,333	346,850	0	1,741,149
LF	1,052,645	299,622	314,604	330,333	346,850	349,451	2,693,505
TOTAL <N/A>	2,105,290	599,244	629,208	660,666	693,700	698,902	5,387,010
TOTAL 438845 1	2,105,290	599,244	629,208	660,666	693,700	698,902	5,387,010
TOTAL Project:	2,105,290	599,244	629,208	660,666	693,700	698,902	5,387,010

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Aviation Advisory Board - Announce Vacancies
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

The Aviation Advisory Board (AAB) requests that the BOCC announces the expiration of terms for multiple AAB member positions.

- One (1) District 1 regular position - Expires 1/31/2021
- One (1) District 4 regular position - Expires 1/31/2021
- One (1) District 5 regular position - Expires 1/31/2021

The new terms will begin February 1, 2021, and be for two years expiring on 01/31/2024. A press release advertising the positions will be issued once the Board acknowledges the expiration of terms. Applications will be received in the County Administrator's Office until January 14th, 2022.

Also, please Accept with Regret the resignation of Mr. Friedrich Casutt von Batemberg, Member at Large, and announce the vacancy of this position.

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 expiration of terms for three (3) Aviation Advisory Board (AAB) Members:

- one (1) District 1 regular position - expires 1/31/2021
- one (1) District 4 regular position - expires 1/31/2021
- one (1) District 5 regular position - expires 1/31/2021

b. Accept with Regret the resignation of Mr. Friedrich Casutt von Batemberg (see attached), Member at Large, and announce the vacancy of this position.

c. Announce the taking of applications for:

- one (1) District 1 regular position
- one (1) District 4 regular position

- one (1) District 5 regular position
- one (1) Member at Large position

The new member terms will begin 02/01/2022, or at the next scheduled Aviation Advisory Board meeting, and expire on January 31, 2024; the Member at Large position will expire 01/31/2023. Advertisement will run until January 14th, 2021.

AVIATION ADVISORY BOARD ROSTER

Name	Members Address	Appointed	Expiration
Kennedy Smith* **Chairman** District 1	9775 W. Wynn Court Crystal River, FL 34429 352-795-6794 (home) 352-302-0965 (cell) ladyjane@tampabay.rr.com	R-02/01/20	**01/31/2022**
Marc Gorshe District 2	46 Pine Drive Homosassa, FL 34446 352-346-6277 lestardde@hotmail.com	2/01/2021	**01/31/2023**
Luis Michaels* District 3	5580 N. Tucson Terrace Beverly Hills, FL 34465 352-746-2414 352-746-2414 (fax) luismichaels44@gmail.com	R- 01/19/2020	**01/31/2023**
George J. McDonald* **Vice Chairman** District 4	9030 S. Brittany Path Inverness, FL 34452 877-593-2364 (toll free) 352-476-3951 (cell) 888-523-0884 (fax) 352-637-1652 (voice) George@mcdonaldgroup.com	R- 02/01/18	**01/31/2022**
Jim C. Booth District 5	Booth.jc@gmail.com	R-02/01/2020	**01/31/2022**
Name	**Members-At-Large Address**	**Appointed**	**Expiration**
Friedrich Casutt von Batemberg* **Vice Chairman** Alternate Member (District 4)	5414 W. Piute Dr. Pine Ridge, Beverly Hills Florida 34465 *PO Box 2320, Crystal River FL. 34423* 352-422-7483 cvbintlaw@outlook.com	R- 01/19/2021	**01/31/2023**
Heiko Kallenbach Alternate Member (District 1)	4489 W. Horseshoe Drive Beverly Hills, FL 34465 352-270-3205 kallenbach@mindspring.com	02/01/2021	**01/31/2023**

*** Members who possess valid Airman's Operations Certificates**

Board Members: 2-Year term
A = Appointed
R = Reappointed

Attachment: CURRENT - 2021 AAB Roster (18665 : Aviation Advisory Board - Announce Vacancies)

James Chen, President **{FBO of Crystal River Airport}**

Crystal Aero Group, Inc.
718 N. Lindbergh Drive
PO Box 2050
Crystal River, FL 34423

Note: FBO hours are from 8:00 am – 6:00 pm seven days a week
• daylight savings time hours are 7:00 am – 7:00 pm

Phone: **352-795-6868**
Fax: 352-795-1730
E-mail: cagi@tampabay.rr.com

Andy Chan, President **{FBO of Inverness Airport}**

Right Rudder Aviation
3528 S. Airport Road
Inverness, FL 34450

Note: FBO hours are from 8:00 am – 4:30 pm seven days a week

Phone: **407-729-0720**
Fax: N/A

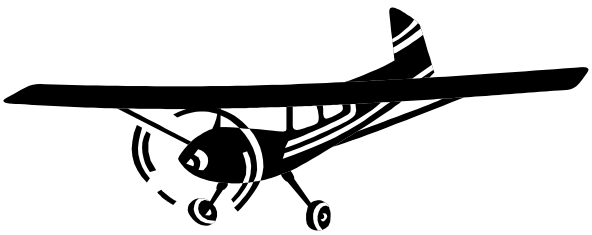
Aviation Website www.bocc.citrus.fl.us
(under BOCC / Departments/Public Works/Engineering/Airports)

- **Approved Aviation Advisory Board Minutes**
- **Agenda for upcoming meeting**
- **Board Member Roster**

Advisory Board Calendar - check the date and time of the Advisory Board Meetings
(www.bocc@citrus.fl.us on left side go under **Commissioners** click on **Advisory Boards** click on **Meeting Calendar**)

Aviation Advisory Board Secretary:

Revised as of November 17, 2021



FRIEDRICH CASUTT VON BATEMBERG
LL.M., DR. UTR. IUR. (PH.D)
ATTORNEY AT LAW
IMMIGRATION, NATURALIZATION, CITIZENSHIP

To the BOARD OF THE
COUNTY COMMISSIONERS
110 N. Apopka Ave.
INVERNESS, FL 34450

CERTIFIED MAIL

Beverly Hills, October 27, 2021

Received
NOV 02 2021
BOCC

Honorable Gentlemen and honorable Ladies,

I give you notice that I am resigning from my position as a member (and currently Vice Chair) of the AVIATION ADVISORY BOARD OF CITRUS COUNTY per December 31, 2021. I am grateful for the time at the advisory board, and it was my honor and pleasure to serve the people of Citrus County.

Sincerely,

Friedrich Casutt von Batemberg

ADMITTED TO THE BAR OF THE STATE OF LOUISIANA
MEMBER OF THE AMERICAN IMMIGRATION LAWYERS ASSOCIATION (AILA)
5414 W. PIUTE DRIVE, BEVERLY HILLS, FL 34465, U.S.A.
Telephone: (352) 422-7483 - e-mail: cvbintlaw@outlook.com

Attachment: 20211027-Batemberg Resignation (18665 : Aviation Advisory Board - Announce Vacancies)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	Historic Resources Advisory Board - Announce Open Positions
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

The Historic Resources Advisory Board (HRAB) assists the County Commission and other entities to identify, evaluate, and protect historic properties with its five-member board. The HRAB Chair, Mark Hammer has recently been hired by the county and will resign his position effective immediately upon his 1st day of work. Mr. Hammer is an at-large board member.

The term for this position is for two years and expires on January 31, 2022.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Announce a vacancy on the Historic Resources Advisory Board for an at-large position that expires on January 31, 2022.

Citrus County
Historical Resources Advisory Board

Name	Address	Appointed	Expires
Kandice Bellamy McPherson **Historical Society Board Member At- Large** (352) 726-8080 (H) (352) 400-3339 (C) 1kbmcpherson@gmail.com	4024 E. Eagle Trail Hernando, FL 34442	A-11/02/10 R-05/08/12 R-06/09/15 R-02/28/17 R-01/08/19 R-01/19/21	01/31/14 01/31/15 01/31/17 01/31/19 01/31/21 01/31/23
Tom Williford **Architect** (352) 476-1937 twillliford arch@gmail.com	4295 N. Baywood Dr Hernando, FL 34442	A-01/12/16 R-1/21/20	01/31/20 01/31/22
VACANT **Archaeologist**			
VACANT **Historian**			
Member-at-Large			
Walter “Bud” Osborn (352) 726-7805 (H) budandnanci@tampabay.rr.com	3355 S. College Ave Inverness, FL 34452	A-02/28/17 R-01/08/19 R-01/19/21	01/31/19 01/31/21 01/31/23
Mark Hammer (352) 746-7120 (352) 302-6551 mhammers7@tampabay.rr.com	484 S. Bauer Rd Lecanto, FL 34461	A-5/24/16 R-1/21/20	01/31/20 01/31/22
Angel Lewis (352) 564-9636 (H) (352) 464-1327 (C) angelhallal@hotmail.com	2458 W. Spring Leaf Ln Lecanto, FL 34461	A-01/19/21	01/31/23
A = Appointment	R = Re-appointed		
All Terms - 2 Years			
Staff Contact – Gina Eason (352) 527-5221 gina.eason@citrusbocc.com			

Updated 11/01/2021

Attachment: HRAB.Member -1-25-2021 (18647 : Historic Resources Advisory Board - Announce Open Positions)

AGENDA MEMORANDUM

FROM:	John Pricher, Tourism Director
SUBJECT:	Advertise Tourist Development Council Advisory Board Positions
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

The Tourist Development Council (TDC) has 3 positions with terms expiring January 31, 2022. Two (2) positions are designated as an Owner/Operator of a Tourist Accommodation and one (1) position is designated as a Citizen Who Demonstrates an Interest in Tourism Development. The term for each position is 4 years. The new term for these positions would begin on February 1, 2022 and end on January 31, 2026. Applications will be accepted December 15 through December 30.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Announce terms of membership available and the taking of applications for two (2) positions that are designated as an Owner/Operator of a Tourist Accommodation and one (1) position that is designated as a Citizen Who Demonstrates an Interest in Tourism Development on the Tourist Development Council Advisory Board. The new terms will be for four (4) years beginning on February 1, 2022 and ending on January 31, 2026. Applications will be accepted December 15, 2021 through December 30, 2021.

Name, Title & Membership Information	Contact Information	Appointments	Term Exp.
COMMISSIONER RONALD E. KITCHEN, JR. **CHAIRMAN** Representative from the Board of County Commissioners	110 N. Apopka Ave. Inverness, Florida 34450 352-341-6560 Work Ronald.kitchen@citrusbocc.com	A – 12/02/14	
MICHAEL MANCKE Plantation on Crystal River *Owner/Operator of a Tourist Accommodation	5021 S. Deepwater Street Homosassa, FL 34448 352-795-4211 Work Michael.Mancke@PlantationOnCrystalRiver.com	R – 01/23/18 A - 10/14/14 *Subject to Tax	01/31/2022
COUNCILMEMBER JACQUIE HEPFER City of Inverness Representative from the City of Inverness	212 W. Main Street Inverness, FL 34450 352-726-2611 City Hall 352-726-9172 Home jbhepfer@tampabay.rr.com	A - 03/21/17	
COUNCILMEMBER CINDI GUY City of Crystal River Representative from the City of Crystal River	123 N.W. Hwy 19 Crystal River, FL 34428 352-795-4216 cguy@crystalriverfl.org	A – 12/10/18	
DR. PARESH DESAI The Maya Development Team *Owner/Operator of a Tourist Accommodation	507 N.W. 9th Ave. Crystal River, FL 34428 352-628-7671 Work desaipg@hotmail.org	R – 01/23/18 R – 01/14/14 A – 03/23/10 *Subject to Tax	01/31/2022
ASHTON SROCK Sunshine Lodge *Owner/Operator of a Tourist Accommodation	6750 S. Merleing Loop Floral City, FL 34436 352-344-1025 sunshinelodgefl@icloud.com	A – 01/26/21	01/31/2025
MICHAEL SHOEMAKER *Owner/Operator of a Tourist Accommodation	10359 W. Halls River Road Homosassa, FL 34448 352-628-9544C 618 978 2338 Cell Private blacktop60@yahoo.com	R – 01/26/21 A - 01/24/17 *Subject to Tax	01/31/2025
MICHAEL ENGILES **VICE CHAIR** Demonstrates Interest in Tourism Development	12 Highwood Path Homosassa, FL 34448 352-795-7033 Work 540-295-0158 Cell MJEngiles@gmail.com	A – 01/23/18	01/31/2022
GENE MCGEE Demonstrates Interest in Tourism Development	3063 N. Barton Creek Circle Lecanto, Florida 34461 (850) 661-7110 Work gene@gmalobby.com	R – 01/26/21 R – 1/24/17 A – 07/10/13	01/31/2025
Staff Contact: John Pricher 352-794-5506 **Board Member Term Length: 4 years** **Board Secretary: Christina Lamb 352-794-5506** **Document Last Updated: 2/1/21**			

Attachment: TDC Roster 2021 Updated 11.17.21 (18708 : Advertise Tourist Development Council Advisory Board Positions)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Announce Vacancies for Water & Wastewater Authority Board
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

Announce expired terms of office for two (2) Technical Member positions on the Water & Wastewater Authority. The term will expire on January 22, 2022.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Announce vacancies for the Technical Member positions on the Water & Wastewater Authority. The terms which are four (4) years for Technical Members which will both expire on January 31, 2025.

CITRUS COUNTY WATER AND WASTEWATER AUTHORITY
2022

NAME	APPOINTED	EXPIRATION
TECHNICAL MEMBERS		
PRESTON SCOTT BAGGERLY CHAIRMAN District 1	A-01/31/18 Moved from Vice Chair R-01/28/14 R-10/26/10 A-01/13/09	01/31/22
BOB RUTEMILLER VICE CHAIRMAN District 4	A-11/05/18	01/31/22
WILLIAM L. BOZEMAN District 3	A-04/09/19	01/31/23
LAY MEMBERS		
ROBERT (SCOTT) BALDWIN	A-08/24/21	01/31/23
JEANNE M. MCINTOSH District 3	A-04/28/2020 A-01/31/18	01/31/24
ALTERNATE MEMBER		
ROBERT HABER District 2	R-01/19/21 A-07/14/20	01/31/23 01/31/21
A = Appoint R = Reappoint	Alternate Member - 1-year term	
Secretary: Utility Regulation	Revised 12/06/21	

Attachment: 2022 WWA Roster (18725 : Announce Vacancies for Water & Wastewater Authority Board)

AGENDA MEMORANDUM

FROM:	Scott Carnahan, Commissioner
SUBJECT:	Sale of Surplus County Property
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:
Discussion and vote on the proceeds from the sale of surplus County owned property.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:
Discussion and vote on the proceeds from the sale of surplus County owned property.

AGENDA MEMORANDUM

FROM:	Ruthie Davis Schlabach, Commissioner
SUBJECT:	Consider Changing the Time for Open to the Public One Meeting a Month
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

The Board of County Commissioners currently has "Open to the Public" at the beginning of a Board meeting and at the end of the Board meeting. Those times usually fall about 1:30 PM and between 3:30 PM and 5:00 PM. Those times are difficult for people who work during the day to attend.

I am proposing that either during the first or second meeting of the month the time for "Open to the Public" be moved to 6:00 PM. This will allow citizens who work the ability to attend the meetings for better access to address their elected officials.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Provide Direction on Approach to Enhance Public Participation.

AGENDA MEMORANDUM

FROM:	Ronald E. Kitchen Jr., Commissioner
SUBJECT:	Board Liaison Positions
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

Discussion and approval of the Citrus County Board of County Commissioners Board and Committee Liaison Appointments for 2021-2022.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Discussion and approval of the Citrus County Board of County Commissioners Board and Committee Liaison Appointments for 2021-2022.

CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS
BOARDS AND COMMITTEES
LIAISON APPOINTMENTS
2021-2022

COMMISSIONER RONALD KITCHEN, JR., Chairman
Small County Coalition Board of Directors
Tampa Bay Regional Planning Council
Value Adjustment Board (Alternate)
Joint Governmental Group (School District, Crystal River & Inverness)
Canvassing Board ?

COMMISSIONER RUTHIE DAVIS SCHLABACH, 1st Vice Chair
Hernando/Citrus Metropolitan Planning Organization
Veterans Service Advisory Board
Public Safety Coordinating Council, Chair
Citrus, Levy, Marion Regional Workforce Development
Value Adjustment Board
Tampa Bay Partnership
Transportation Disadvantaged Coordinating Council
Small County Coalition Board of Directors (2nd Alternate)
5th Circuit Justice Advisory Board

COMMISSIONER HOLLY L. DAVIS, 2nd Vice Chair
Withlacoochee Regional Water Supply Authority
Tourist Development Council, Chair
Hospital Charitable Foundation
Hernando/Citrus Metropolitan Planning Organization – Alternate
911 User Committee
Medical Examiner Office
Value Adjustment Board
Early Learning Coalition
Small County Coalition Board of Directors (1st Alternate)

COMMISSIONER JEFF KINNARD D. C.
Hernando/Citrus Metropolitan Planning Organization
Keep Citrus County Beautiful
Affordable Housing Advisory Committee
Withlacoochee Regional Water Supply Authority
Liaison to Congressman Daniel Webster
Liaison to the Governor and Cabinet
Liaison to U.S. Senators Rick Scott and Marco Rubio

COMMISSIONER SCOTT CARNAHAN
Florida Association of Counties Board of Directors
Gulf Coast Consortium Executive Board
Springs Steering Committee
Small County Coalition Board of Directors
RESTORE Committee
Hernando/Citrus Metropolitan Planning Organization-Alternate Member

Updated/Approved
12/14/2021

Attachment: Commissioner Liaison Appointments 2022. (18715 : Board Liaison Positions)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

A request to modify the Land Development Code Atlas and the Master Plan (Planned Unit Development-PUD) known as Preservation Point (CPA/AA/PDO-11-03) for multiple items including revising the number of RV units, configuration, recreation and phasing. This request is made pursuant to Section 4300, Planned Unit Developments (PUD) of the Citrus County Land Development Code.

The Planning and Development Commission reviewed the application on November 4, 2021, and recommended approval with conditions.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

a. Conduct a public hearing on December 14, 2021 at 5:01 p.m. to review and discuss PUD 21-13, John H. Eden, IV for New Horizon Funding, Inc.

b. If approved, adopt and authorize the Chairman to execute the ordinance for PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc. and direct the Clerk to execute the ordinance.

ORDINANCE NO. 2021-

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITRUS COUNTY LAND DEVELOPMENT CODE ATLAS AND AN EXISTING MASTER PLAN FOR AN RV PARK, WHICH AMENDMENTS INCLUDE MULTIPLE ITEMS INCLUDING REVISING THE NUMBER OF RV UNITS, CONFIGURATION, RECREATION AND PHASING; PROVIDING FOR APPLICABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION, AND SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 12, 2012, the Board of County Commissioners adopted the Citrus County Land Development Code as Ordinance No. 2012-06; and

WHEREAS, certain amendments are necessary to maintain consistency with the Citrus County Comprehensive Plan;

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

1. The Master Plan of Development, previously adopted via Ordinance No. 2011-A27, is hereby amended as follows:

   PUD-21-13, John H. Eden, IV for New Horizon Funding, Inc.

   A request to modify an existing Master Plan for multiple items including revising the number of RV units, configuration, recreation and phasing, as further described in Exhibit "A" (legal description), Exhibit "B" (Master Plan), and Exhibit "C" (conditions of approval), attached hereto and incorporated herein by reference.

2. The Atlas of the Land Development Code is hereby amended to reflect the changes described in Section 1 of this Ordinance.

3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

4. It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk to the Board pursuant to number 7.

Attachment: Ordinance Draft (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

5. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.

6. It is the intention of the Board of County Commissioners that the provisions of this ordinance will become and be made part of the Citrus County Comprehensive Plan; and that the sections of this ordinance may renumbered or re-lettered and that the word "Ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intention. Regardless of whether such inclusion in the code is accomplished, sections of this ordinance may be renumbered or re-lettered and typographical errors which do not affect the intent may be authorized by the County Administrator's designee, without need of a public hearing, by filing a corrected or re-codified copy of same with the Clerk of the Circuit Court.

7. This ordinance shall become effective as provided by Florida law.

DONE AND ADOPTED in regular meeting of the Board of County Commissioners of Citrus County, Florida, a political subdivision of the State of Florida, this _____day of _____2021.

ATTEST:

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

_____ _____

ANGELA VICK,
CLERK OF COURT

CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____

DENISE A. DYMOND LYN
COUNTY ATTORNEY

Attachment: Ordinance Draft (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

EXHIBIT A – LEGAL DESCRIPTION

Sections 14 and 15, Township 19 South, Range 20 East, more specifically a portion of Parcel 10000 (Alternate Key # 3113128) as follows:

PARCEL #1

ALL IN TOWNSHIP 19 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA:

Section 14: The W-1/2 of SW-1/4 of NW-1/4 of SW-1/4, and the W-1/2 of NW-1/4 of SW-1/4 of SW-1/4.

Section 15: (a) That part of the NE-1/4 of NE-1/4 lying south of State Road 44, and the S-1/2 of NE-1/4, LESS begin at the intersection of the south right-of-way line of State Road 44 and the east boundary line of said Section 15, run thence south along said east section boundary line 1200 feet, thence west 50 feet, thence north and parallel with said east section line to the south right-of-way line of State Road 44, thence northeasterly along said south right-of-way line to the point of beginning.

(b) That part of the fractional SE-1/4 lying north of the lake, and that part of the fractional NE-1/4 of SW-1/4 lying south and east of the lake, and that part of the fractional SE-1/4 of SW-1/4 lying north and east of the lake.

(The lake referred to above is Lake Tsala Apopka.)

AND

PARCEL #2

Commence at the NW corner of the SW 1/4 of Section 14, Township 19 South, Range 20 East, thence S 3°12'10" W along the West line of said Section 14 a distance of 660.99 feet to the Point of Beginning, said point being the NW corner of the W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14, thence S 89°39'10" E along the North line of said W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14 a distance of 331.01 feet to the NE corner of the W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14, thence S 3°19'33" W along the East line of said W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14 a distance of 160.13 feet to the waters of Lake Tsala Apopka, thence Northwesterly and Northeasterly along said waters the following courses and distances: N 38°05'00" W 121.15 feet, N 6°59'51" W 77.56 feet, thence N 55°11'55" W 190.46 feet, thence S 89°56'10" W 231.97 feet to a point that bears N 3°12'10" E from the Point of Beginning, thence S 3°12'10" W 99.67 feet to the Point of Beginning.

AND

Attachment: Ordinance Draft (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

EXHIBIT A – LEGAL DESCRIPTION (CONTINUED)

PARCEL #3

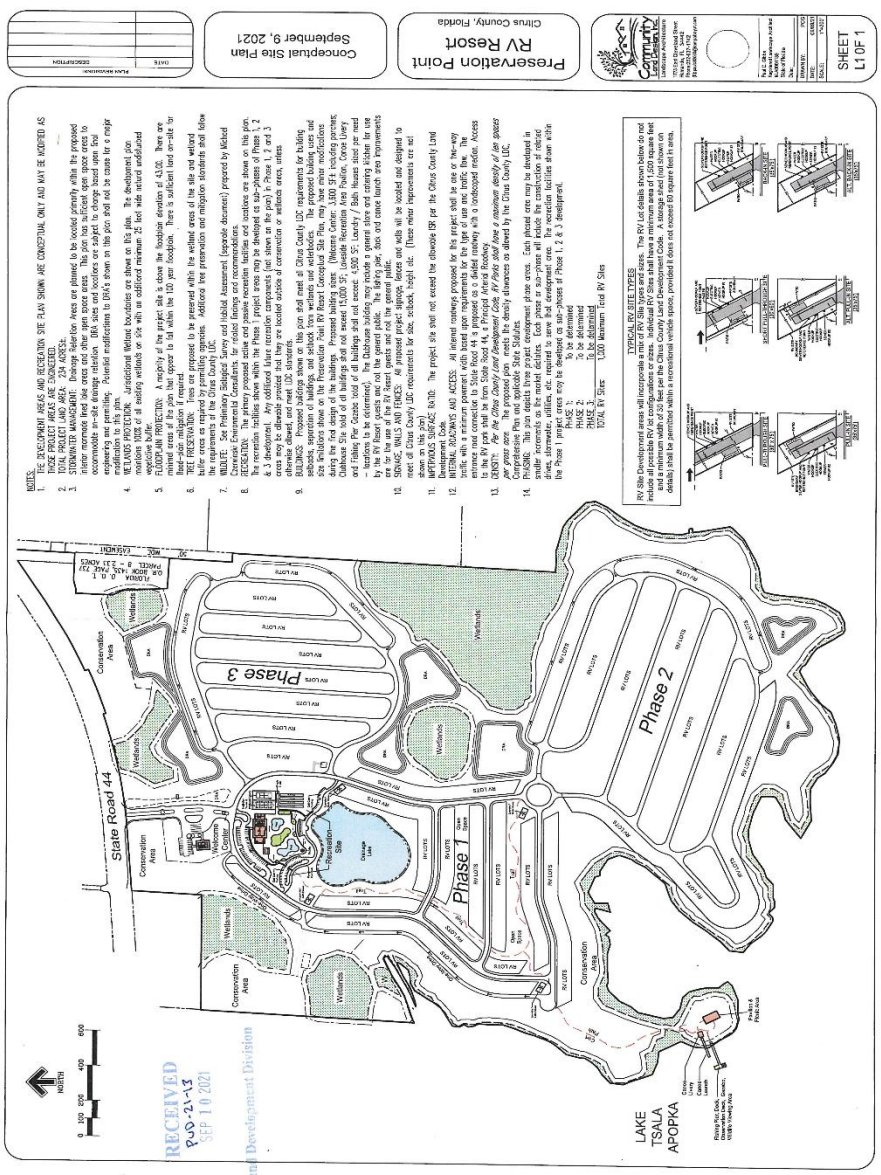
S½ of SE¼ of NW¼ of NE¼ in Section 15, Township 19 South, Range 20 East and that part of the N½ of SE¼ of NW¼ of NE¼ and S½ of NE¼ of NW¼ of NE¼ of Section 15, Township 19 South, Range 20 East, lying South of State Road No. 44.

SUBJECT TO that certain Perpetual Easement recorded in Official Record Book 1435, page 746, public records of Citrus County, Florida.

LESS AND EXCEPT that certain property as described in Warranty Deed recorded in Official Record Book 1435, page 737, public records of Citrus County, Florida.

Attachment: Ordinance Draft (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

EXHIBIT B – MASTER PLAN



Attachment: Ordinance Draft (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

EXHIBIT C – CONDITIONS OF APPROVAL

1. All development shall be as shown on the Master Site Plan for Preservation Point RV Resort date-stamped received September 10, 2021, by the Land Development Division. This Site Plan shall allow up to 1,000 RV sites and meet all requirements of the Land Development Code and Comprehensive Plan unless otherwise authorized in these conditions.

2. Minor modifications to the approved Master Development Plan may be approved by the Director of the Land Development Division as outlined in the LDC.

3. RV space size shall be as outlined on the Master Plan, or of similar design to meet LDC requirements.

4. Open space and buffers shall meet minimum LDC standards, demonstrated at the time of permitting of each phase/sub-phase.

5. A 25 -foot natural undisturbed vegetative buffer must be maintained along all wetland lines. This buffer must be clearly marked at all times during construction. Silt fence must be installed prior to clearing and maintained until all surfaces are stabilized.

6. Type "C" landscape buffers, or the equivalent, are required along all ~~upland~~ property lines abutting residential development, which may also use existing vegetation to meet this standard.

7. All structures, including storage sheds, utility buildings, restrooms and commercial buildings must maintain at least a 35-foot setback to all JD wetland lines. A berm and swale that meets LDC requirements must be maintained between any structure less than 50-feet from the wetland, and the wetland.

8. Design of all commercial and recreational facilities must meet LDC requirements for setbacks, parking, access management, and landscaping as required at the time of permitting. Exceptions to the requirements of the LDC are only as specified in these conditions.
    a. The clubhouse shall be limited to a maximum of 15,000 square foot structure, provided in one or more buildings and related recreational amenities.
    b. The welcome center shall be no more than 3,600 SF including porches.
    c. The canoe livery shall be limited to a 5,000 square foot structure.
    d. Proposed recreation amenities must meet the standards of the LDC and be of such use as commonly accepted for a recreation amenity associated with use by RV park residents.
    e. At a minimum, the first phase of RV sites shall include amenities such as the clubhouse and/or fishing pier/picnic area.
    f. Bathhouses may be provided but are not required as outlined in LDC Section 3310.

9. Storage sheds not exceeding 60 square feet shall be permitted within each RV space as optional improvements.

10. Access shall be limited to one entrance from SR-44 (East Gulf to Lake Highway). The gated entrance must meet the requirements of the LDC.

Attachment: Ordinance Draft (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

EXHIBIT C – CONDITIONS OF APPROVAL (CONTINUED)

11. Internal drives must be designed to LDC requirements, which will be reviewed at the time of permitting of each phase/sub-phase. These drive locations may deviate from the layout on the Master Plan provided that they do not significantly impact the overall traffic flow/design.

12. The applicant shall provide sidewalks, pedestrian trails, cart paths or other pedestrian connections to allow for internal circulation from RV sites throughout the park and the amenity areas.

13. The project must be served by regional sanitary sewer and water provided by the City of Inverness.

14. Fire Plan Review conditions must be met as follows, or as otherwise acceptable with the County Fire Services:

    - If central water (6" water main) is within 1200' curbline distance of the buildings, a fire hydrant is required.
    - Fire department access roads shall be 20' minimum in width.
    - All points of a building to be within 150' of fire department access road and entry door within 50'.
    - Fire department access roads shall be designed and maintained to support the imposed load of fire department apparatus and shall be provided with an all-weather driving surface.
    - Entry gate required to open upon a siren and contain a knox box.

15. The storm water management system shall be approved by SWFWMD and/or Citrus County Engineering.

16. A Biological Survey must be submitted at the time of permitting, and any protected species present on site are subject to mitigation permitting by the State of Florida.

17. All exterior lighting shall be positioned, shielded and hooded so as not to illuminate adjacent properties.

18. Noncompliance with or any violation of the above referenced conditions as may be determined by Citrus County Code Enforcement Proceedings, may, in addition any penalty imposed by Code Enforcement and subsequent to satisfying all procedural requirements set forth in Section 2223 of the Citrus County Land Development Code, render the Planned Development Overlay null, void, ad of no force or effect.

JLC/cb

Attachment: Ordinance Draft (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

Board of County Commisioners

DEPARTMENT OF GROWTH MANAGEMENT LAND
DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140, Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 771
Web Address: www.citrusbocc.com

CITRUS COUNTY LAND DEVELOPMENT CODE
PLANNED UNIT DEVELOPMENT APPLICATION

PUD-21-13

Application No.: CPA/AA/PDD-11-03 Date: 8/19/21

* Written Authorization is required if Applicant is different than Owner.

Applicant*
Name: John H. Eden IV
Address: 217 N. Apopka Ave.
City: Inverness
State: FL Zip: 34450
Phone: 352.220.5005
Email: attyeden@elgpa.com

Property Owner
Name: New Horizon Funding, Inc.
Address: 217 N. Apopka Ave
City: Inverness
State: FL Zip: 34450
Phone: 352.220.5005
Email:

Property Description: Section: 15 Township: 19S South Range: 20 East
Legal Description: See Attached Exhibit A
Subdivision: N/A Lot(s): N/A Block/Parcel: N/A
Alternate Key #: 3113128 Parcel ID: 15 19S 20E 10050
Acreage: 230 acres

_____ New Planned Unit Development
X Amendment to a Previously Approved Planned Development Previous Application No.: CPA/AA/PDD-11-0

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(s): Elimination of golf course, subdivision of property. Will remain under single ownership. Rental RV Park, increase in density (1.3 sites/acre overall) Eliminate sidewalks + certain other conditions Increase sq. footage clubhouse. See Exhibit attached for specific req

Directions to Property: Hwy. 44 E, 2 miles east of Inverness Addendum to PUD App. attached

The Applicant is: X Owner of Tract _____ Agent for Property Owner
_____ One-Owner Among Several _____ Other (specify)

I am aware that if the property cannot be located using information from the submitted application, this application may be rescheduled to a later hearing date. I also understand that a sign must be placed (and marking flags may be placed) on the property by the Land Development Division at least seven days prior to the scheduled meeting.
I understand that approval for the proposed use shown hereon does not in any way relieve me of the responsibility of observing and complying with any deed restrictions applicable to the subject property.
I hereby authorize Citrus County or its agents to enter upon the property, which is the subject of this application and the date of the hearing thereon, at any time between the hours of 8:00 AM and 5:00 PM for the purpose of gathering any information relevant to this application.

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

Signature: _____

STATE OF FLORIDA
COUNTY OF CITRUS
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared John H Eden IV, who is personally known to me or provided _____ as identification and who did not take an oath.
WITNESS my hand and official seal this 19th day of August, 2021

Seal

Signature
Paula J. Downin
Printed Name

PAULA J. DOWNIN
MY COMMISSION # HH 106272
EXPIRES April 13, 2025
Bonded Thru Western Surety Co.

For Staff Use Only
Date: 8/20/21 Time: _____ Initials: Amy B.

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PUD-21-13

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SEP 10 2021
Land Development Division

Community Land Design, Inc.
Landscape Architecture
LC26000227

LETTER OF TRANSMITTAL

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

FROM: Paul Gibbs, Landscape Architect

DATE: September 9, 2021

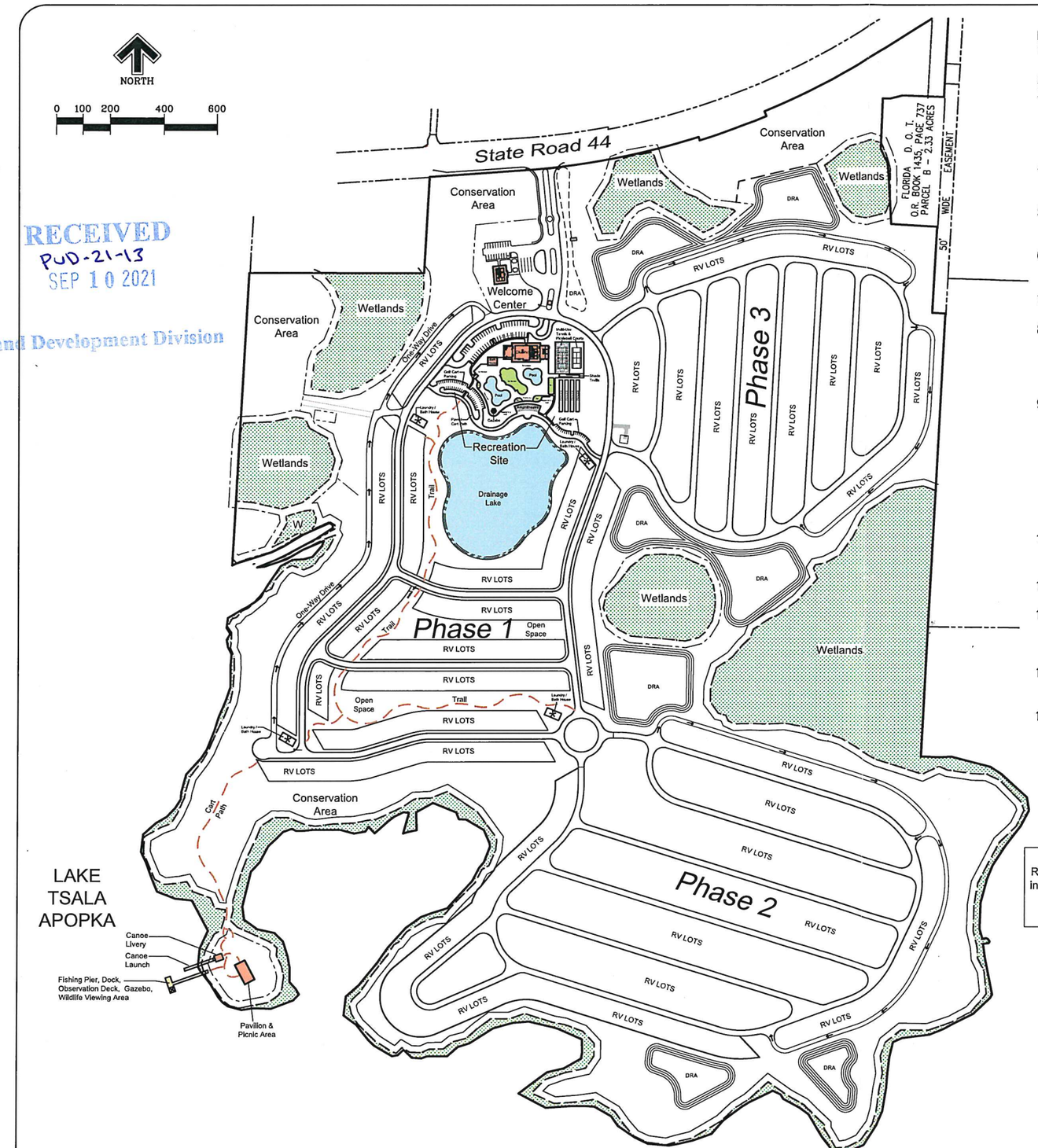
RE: Preservation Point RV Resort (PUD-21-13)
Letter of Sufficiency Determination Response

The Site Plan has received minor updates in response to your Letter of Sufficiency Determination dated August 31, 2021. Below is a summary of plan updates in the order of your list of questions / comments:

1. The Site Plan title has been modified to read "Conceptual Site Plan", September 9, 2021
2. Note 8 on the Conceptual Site Plan regarding Recreation facilities and phasing has been updated for clarification.
3. Note 9 on the Conceptual Site Plan regarding Buildings has been updated for clarification.
4. Note 14 on the Conceptual Site Plan regarding Phasing has been updated for clarification.
5. The Typical RV Site Type details have been updated to show the RV Site layouts and dimensions. A note has been added to the RV Site Types details to allow other RV Site sizes and dimensions as long as they meet the LDC requirements of 30 foot minimum width and 1,500 sq. ft. min. RV Site area. Storage sheds (not shown on the details) may be permitted within a recreational vehicle space, provided it does not exceed 60 square feet in area.
6. The General Store, Catering Kitchen and Dock Area uses are clarified in note 9 on the Conceptual Site Plan.
7. The potential water taxi service would be provided by a 3rd party entity and is not specifically part of the proposed development plan.

1773 East Cleveland Street, Hernando, FL 34442
: 352-637-1742 : paulcld2000@tampabay.rr.com : www.communitylanddesign.com

Attachment: Applicant's Submittal (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)



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Land Development Division

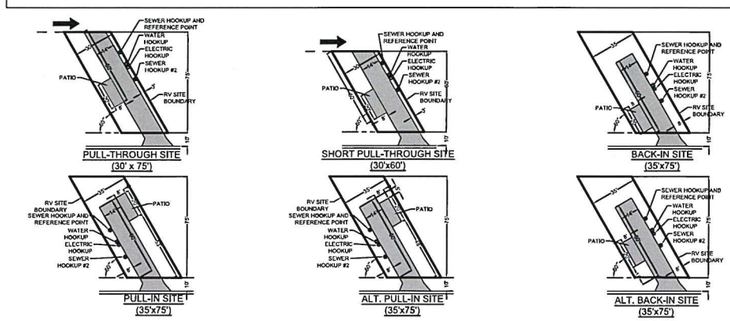
NOTES:

1. THE DEVELOPMENT AREAS AND RECREATION SITE PLAN SHOWN ARE CONCEPTUAL ONLY AND MAY BE MODIFIED AS THOSE PROJECT AREAS ARE ENGINEERED.
2. TOTAL PROJECT LAND AREA: 234 ACRES±.
3. STORMWATER MANAGEMENT: Drainage Retention Areas are planned to be located primarily within the proposed interior manmade lined lake areas and other open space areas. This plan has sufficient open space areas to accommodate on-site drainage retention. DRA sizes and locations are subject to change based upon final engineering and permitting. Potential modifications to DRA's shown on this plan shall not be cause for a major modification to this plan.
4. WETLANDS PROTECTION: Jurisdictional Wetland boundaries are shown on this plan. The development plan maintains 100% of all existing wetlands on site with an additional minimum 25 foot wide natural undisturbed vegetative buffer.
5. FLOODPLAIN PROTECTION: A majority of the project site is above the floodplain elevation of 43.00. There are minimal areas of the plan that appear to fall within the 100 year floodplain. There is sufficient land on-site for flood-plain mitigation if required.
6. TREE PRESERVATION: Trees are proposed to be preserved within the wetland areas of the site and wetland buffer areas as required by permitting agencies. Additional tree preservation and mitigation standards shall follow the requirements of the Citrus County LDC.
7. WILDLIFE: See Preliminary Biological Survey and Habitat Assessment (separate document) prepared by Michael Czerwinski Environmental Consultants. for related findings and recommendations.
8. RECREATION: The primary proposed active and passive recreation facilities and locations are shown on this plan. The recreation facilities shown within the Phase 1 project areas may be developed as sub-phases of Phase 1, 2 & 3 development. Any additional future recreation components (not shown on the plan) in Phase 1, 2 and 3 areas may be allowable provided that they are located outside of conservation or wetlands areas, unless otherwise allowed, and meet LDC standards.
9. BUILDINGS: Proposed buildings shown on this plan shall meet all Citrus County LDC requirements for building setbacks, separation of buildings, and setback from wetlands and waterbodies. The proposed building uses and size limitations shown on the Preservation Point RV Resort Conceptual Site Plan, may have minor modifications during the final design of the buildings. Proposed building sizes: (Welcome Center: 3,600 SF± including porches; Clubhouse Site total of all buildings shall not exceed 15,000 SF; Lakeside Recreation Area Pavilion, Canoe Livery and Fishing Pier Gazebo total of all buildings shall not exceed: 4,900 SF; Laundry / Bath Houses sized per need – locations to be determined). The Clubhouse building may include a general store and catering kitchen for use by the RV Resort guests and not the general public. The fishing pier, dock and canoe launch area improvements are for the use of the RV Resort guests and not the general public.
10. SIGNAGE, WALLS AND FENCES: All proposed project signage, fences and walls will be located and designed to meet all Citrus County LDC requirements for size, setback, height etc. (These minor improvements are not shown on this plan)
11. IMPERVIOUS SURFACE RATIO: The project site shall not exceed the allowable ISR per the Citrus County Land Development Code.
12. INTERNAL ROADWAYS AND ACCESS: All internal roadways proposed for this project shall be one or two-way traffic with a minimum pavement width based upon requirements for the type of use and traffic flow. The entrance road connection to State Road 44 is proposed as a divided roadway with a landscaped median. Access to the RV park shall be from State Road 44, a Principal Arterial Roadway.
13. DENSITY: *Per the Citrus County Land Development Code, RV Parks shall have a maximum density of ten spaces per gross acre.* The proposed plan meets the density allowances as allowed by the Citrus County LDC, Comprehensive Plan and applicable State Statutes.
14. PHASING: This plan depicts three project development phase areas. Each phased area may be developed in smaller increments as the market dictates. Each phase or sub-phase will include the construction of related drives, stormwater, utilities, etc. required to serve that development area. The recreation facilities shown within the Phase 1 project areas may be developed as sub-phases of Phase 1, 2 & 3 development.

PHASE 1:	To be determined
PHASE 2:	To be determined
PHASE 3:	To be determined
TOTAL RV Sites:	1,000 Maximum Total RV Sites

TYPICAL RV SITE TYPES

RV Site Development areas will incorporate a mix of RV Site types and sizes. The RV Lot details shown below do not include all possible RV lot configurations or sizes. Individual RV Sites shall have a minimum area of 1,500 square feet and a minimum width of 30 feet per the Citrus County Land Development Code. A storage shed (not shown on details) shall be permitted within a recreational vehicle space, provided it does not exceed 60 square feet in area.



PLAN REVISIONS:

DATE	DESCRIPTION

Conceptual Site Plan
September 9, 2021

Preservation Point RV Resort

Citrus County, Florida

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:	09/09/21
SCALE:	1"=200'

SHEET
L1 0F 1

Attachment: Applicant's Submittal (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

AMENDED PUD APPLICATION ADDENDUM
(Rev. 8/19/21)

CPA/GFLUM /LDC Atlas Map
Amendment/AA Application
Citrus County File#: CPACPA/AA-PDO-11-03

History of Pending Application:

1. The Applicant seeks to amend its PUD that was approved in 2011. This Addendum is being filed contemporaneously with the application to provide additional information in support of said application.

Project Description

2. The site is further located and identified as follows:
   Section: 15
   Township: 19S
   Range: 20E
   Alternate Key ID: 3113128
   Lot/Parcel: 15 19S 20E 10000

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Land Development Division

It is the intent of this application to comply with all relevant sections of the adopted Comprehensive Plan and the Land Development Code, including the applicable sections within Chapters 4 and 5 of the LDC. The attached documents contain prior staff approval letter with mark ups, deeds, and other pertinent data, .

As you are aware, the Applicant proposes to develop an upscale RV destination resort to accommodate class "A" motor homes and fifth wheel RVs on a 230 acre parcel of land which will not exceed a maximum of 1,000 RV sites (which is approx.. 4.35 sites/acre). The number of sites for each phase will be determined upon submission of the improvement plans for each phase. I understand the LDC allows up to 10sites/acre. Therefore, we are requesting a total overall density of more than 50% less than the maximum allowed by the LDC. The previously approved 9 hole executive golf course has been deleted for marketing and conservation reasons. Most of the amenities will be located in Phase I of the development such as the clubhouse/general store, pools, amphitheater, canoe livery and canoe launching area, dock, lakeside pavilion, significant pedestrian and bicycle trails, minimum open/common areas not less than 30%, and significant natural habitat and wetlands preservation. The site will be developed in at least three phases. However, it is requested that Phase I be developed in subphases (i.e. Part 1-land clearing & mass grading, Part 2-site development and utilities, pools, lakeside pavilion, dock, and pickle ball/tennis courts, Part 3-clubhouse and other recreational amenities as indicated on the master plan. Applicant seeks a land clearing and mass grading permit based on the prior approved PUD plan for Phase 1. Subsequently, we will submit the final modified engineered plan for Phase 1 so we can begin construction of the infrastructure and RV sites. Applicant will request a temporary CO upon completion of X% (TBD) of the RV sites in

Attachment: Applicant's Submittal (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

Phase I so that we can start generating income while we are constructing the clubhouse and other amenities and possibly the next 100 sites in phase II.

The proposed RV sites have changed in size and may vary. See notes on the master plan submitted contemporaneously herewith. Changes and/or deletions to the 31 development conditions previously approved by Citrus County Staff are attached with notations regarding further changes. Please contact John Eden at 352.220.5005 with any questions, comments or requests for further information that you may have. Thank you

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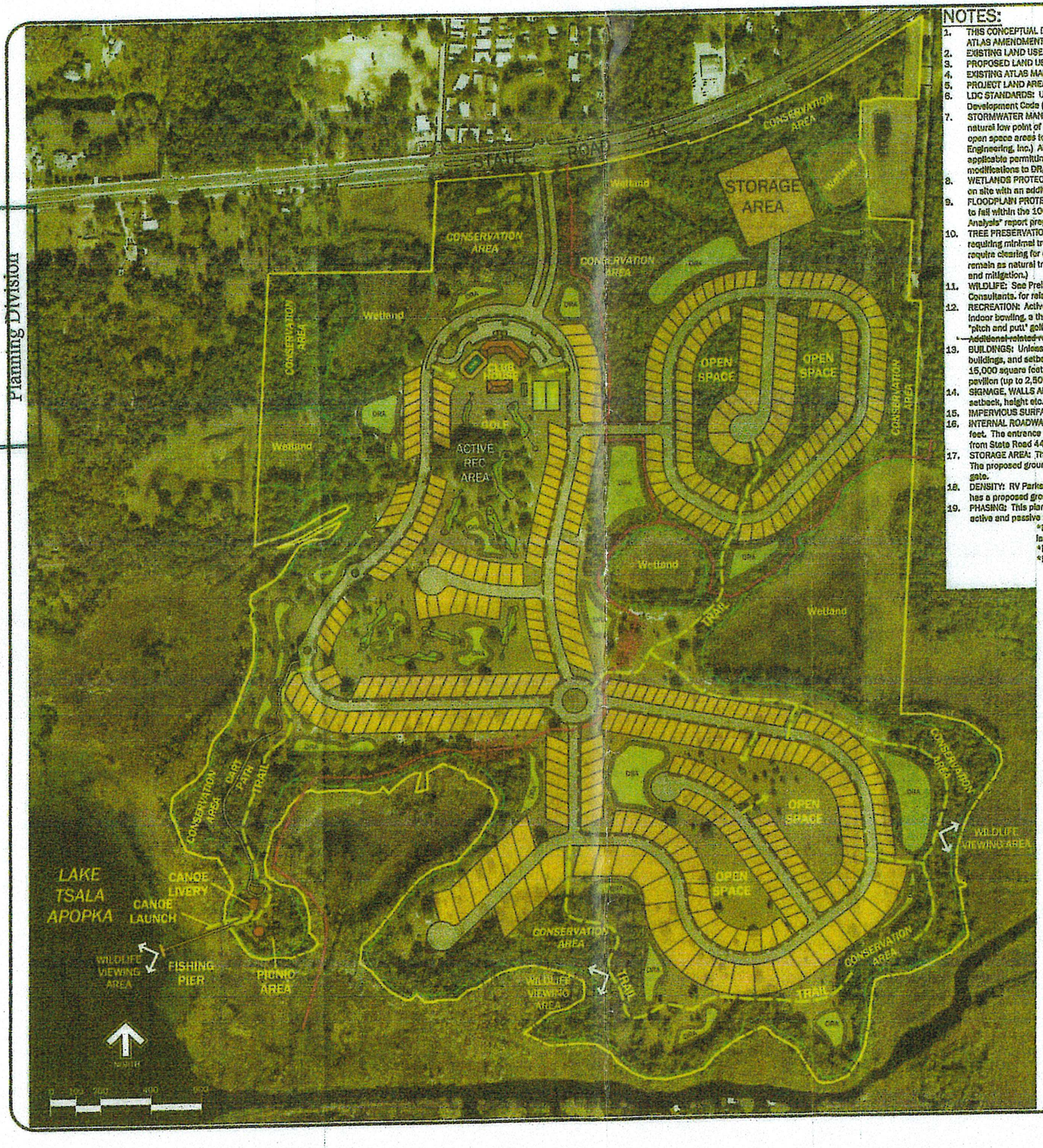
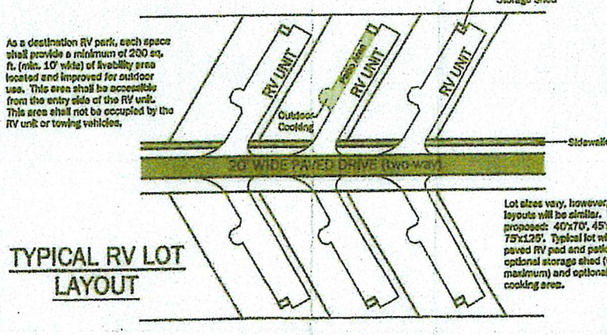
Planning Division



NOTES:

1. THIS CONCEPTUAL DEVELOPMENT PLAN HAS BEEN PREPARED TO SUPPORT THE APPLICATION(S) FOR CHANGE IN LAND USE DE ATLAS AMENDMENT.
2. EXISTING LAND USE DESIGNATION: CL (Low Intensity Coastal and Lakes)
3. PROPOSED LAND USE: RVP (Recreational Vehicle Park)
4. EXISTING ATLAS MAP DESIGNATION: CL (Low Intensity Coastal & Lakes District)
5. PROJECT LAND AREA: 206.10 ACRES±
6. LDC STANDARDS: Unless otherwise stated or depicted on this plan, this proposed project is designed to be in compliance with the Citrus County Development Code (LDC), including the standards for RV Parks (Section 4663).
7. STORMWATER MANAGEMENT: Conceptual Drainage Retention Areas (DRA) are shown on this plan. These DRA's shown are generally located a natural low point of the pre and/or post development watersheds and represent approximately 10% of each watershed area. This plan has suffi open space areas to accomodate on-site drainage retention. (See "Drainage and Public Facilities Analysis" report prepared by Furman & Hilpert Engineering, Inc.) All stormwater management systems will be designed to meet the requirements of the Citrus County LDC, SWFWMD and othe applicable permitting agencies. DRA sizes and locations are subject to change based upon final engineering and permitting. These potential modifications to DRA's shown on this plan shall not be cause for a major modification to this plan.
8. WETLANDS PROTECTION: Jurisdictional Wetland boundaries are shown on this plan. The development plan maintains 100% of all existing wetl on site with an additional minimum 25 foot wide natural undisturbed vegetative buffer.
9. FLOODPLAIN PROTECTION: A majority of the project site is above the floodplain elevation of 43.00. There are minimal areas of the plan that ap to fall within the 100 year floodplain. There is sufficient land on-site for flood-plain mitigation if required. (See "Drainage and Public Facilities Analysis" report prepared by Furman & Hilpert Engineering, Inc.)
10. TREE PRESERVATION: A large portion of the proposed development (Phase 1 & 3) is located in the open pastureland portion of the property, th requiring minimal tree removals. The Phase 2 area of the project will be located mostly within a Hardwood / Conifer Mixed land use cover and w require clearing for development. The existing vegetation at the property perimeter, plus the wetland and wetland buffer areas are proposed to remain as natural treed buffer areas. (See "Tree Preservation Plan" report , prepared by John H. Eden IV, Esq., for detail regarding tree preserva and mitigation.)
11. WILDLIFE: See Preliminary Biological Survey and Habitat Assessment (separate document) prepared by Michael Czerwinski Environmental Consultants. for related findings and recommendations.
12. RECREATION: Active and passive recreation facilities shown on this plan include a multi-purpose clubhouse which may include a general store, indoor bowling, a theatre, a great gathering room, several multi-purpose rooms and golf support facilities. Also included is a swimming pool, 9 h "pitch and putt" golf course, tennis & shuffleboard courts, pedestrial trails and sidewalks, picnic area, fishing pier, canoe livery and canoe launch ~~Additional related recreation amenities may be located and increased by number as determined by future RV Park needs.~~
13. BUILDINGS: Unless otherwise stated or depicted on this plan, this project shall meet all LDC requirements for building setbacks, separation of buildings, and setback from wetlands and waterbodies. The maximum footprint total for both buildings in the clubhouse area shall not exceed 15,000 square feet. The canoe livery shall not exceed 5,000 square feet. The picnic area structures are anticipated to include one large group pavilion (up to 2,500 sq. ft.) and several small individual picnic shelters (up to 300 sq. ft. each)
14. SIGNAGE, WALLS AND FENCES: All proposed project signage, fences and walls will be located and designed to meet all LDC requirements for st setback, height etc. (These minor improvements are not shown on this plan)
15. IMPERVIOUS SURFACE RATIO: The estimated ISR for this project is 16.6% at buildout. (The allowable maximum ISR for RVP land use is 40%)
16. INTERNAL ROADWAYS AND ACCESS: All internal roadways proposed for this project shall be two-way traffic with a minimum pavement width of 2 feet. The entrance road connection to State Road 44 is proposed as a divided roadway with a landscaped median. Access to the RV park shall b from State Road 44, a Principal Arterial Roadway.
17. STORAGE AREA: The area designated as "Storage Area" on this plan is intended for use as storage for equipment, trailers, recreational vehicles The proposed ground shall be stabilized with a gravel surface and the site perimeter shall be enclosed with a 6-8 foot high solid fence and locke gate.
18. DENSITY: RV Parks proposed within Coastal Lakes land use areas shall have a maximum density of five spaces per gross acre. This proposed p has a proposed gross density of only 2.13 spaces per gross acre. (439 RV spaces / 206.10 acres = 2.13 RV spaces per acre)
19. PHASING: This plan depicts three project development phases. Each phase are may be developed in smaller increments as the market dictates active and passive recreation areas may be implemented in phases or sub-phases to correspond to the project needs as each phase is develop
    - *PHASE 1 - 197 Lots, 9 hole golf course, clubhouse, swimming pool, tennis and shuffleboard courts, fishing pier, picnic area c launch and canoe livery
    - *PHASE 2 - 138 Lots, Storage area & additional hiking trails
    - *PHASE 3 - 164 Lots & additional hiking trails



TYPICAL RV LOT LAYOUT

SITE DATA			
SYMBOL	PROPOSED USE	ACREAGE	% OF SITE
	RV Lots	41.60	20.18%
	Internal Road R/W (with sidewalks where shown)	18.70	9.07%
	Storage Area	2.26	1.10%
	Active Recreation Area	15.80	7.67%
TRAIL	Passive Recreation Trails and Picnic Area	5.20	2.52%
	Conservation Areas, Buffers & Open Space	88.68	43.03%
	Wetlands Jurisdictional Areas	19.89	9.65%
DRA	Proposed DRA's	13.97	6.78%
	TOTALS	206.10 Acres	100.00%
	TOTAL RV LOTS = 439	DENSITY = 2.13 RV SITES / ACRE	

Attachment: Applicant's Submittal (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2019067402 BK: 3027 PG: 2285 12/27/2019 4:23 PM 1 Receipt: 2019059387
RECORDING $35.50 D DOCTAX PD $0.70

Exhibit A

[redacted]

PREPARED BY AND RETURN TO:
JOHN H. EDEN IV, ESQ.
POST OFFICE BOX 2755
INVERNESS, FL 34451-2755

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 5th day of March, 2019, by **BETTY JOHNS EDEN, an unremarried widow**, whose address is 2355 S. Eden Farm Road, Inverness, FL 34450 , as Grantor(s), to **NEW HORIZON FUNDING, INC., a Florida corporation**, whose address is P.O. Box 2755, Inverness, FL 34451, as Grantee(s).

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantor, for good and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, convey, remise, release and quit-claim the remainder interest unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Citrus, State of Florida, to-wit:

FOR DESCRIPTION OF LANDS – SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

PROPERTY APPRAISER'S PARCEL I.D. NO.: 20E19S15 10000

This deed is being recorded to correct and describe by government survey and metes and bounds description the lands conveyed to Grantee as previously described in O.R. Book 1631, Page 1047-1049, public records of Citrus County, Florida, and as later described in those deeds recorded in O.R. Book 1901, Page 1171, O.R. Book 1966, Page 334, O.R. Book 2410, Page 1616 and O.R. Book 2421, Page 886, all in the Public Records of Citrus County, Florida. Therefore, the original government survey and metes and bounds descriptions for the following described parcels as attached shall remain, for chain of title purposes, as the binding and official boundary legal descriptions for the lands described therein as was originally described and conveyed to John H. Eden Jr. and Betty Johns Eden in the public records of Citrus County, Florida.

Documentary stamps for the original conveyance were previously paid in full as evidenced in O.R. Book 1901, Page 1171, public records of Citrus County, Florida.

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2019067402 BK: 3027 PG: 2286 12/27/2019 4:23 PM 2 Receipt: 2019059387
RECORDING $35.50 D DOCTAX PD $0.70

THIS INSTRUMENT PREPARED BY SCRIVENER BASED UPON INFORMATION PROVIDED TO SCRIVENER BY GRANTOR. SCRIVENER DOES NOT GUARANTEE TITLE OR DESCRIPTION.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any way appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use and benefit of the said Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witnesses as to both
Grantor(s):

Sign

Ashley Newman
Print

Sign

Paula J. Downin
Print

Grantor(s):

Betty Johns Eden

BETTY JOHNS EDEN
2355 S. Eden Farm Rd.
Inverness, FL 34450

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this 5th day of March, 2019, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, **BETTY JOHNS EDEN,** who is personally known to me.

My commission expires:

Paula J. Downin
NOTARY PUBLIC

PAULA J. DOWNIN
MY COMMISSION # GG 94073
EXPIRES April 13, 2021
Bonded Thru Western Surety Co.

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AUG 20 2021
PUD-21-13
Land Development Division

Attachment: Applicant's Submittal (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2019067402 BK: 3027 PG: 2287 12/27/2019 4:23 PM 3 Receipt: 2019059387
RECORDING $35.50 D DOCTAX PD $0.70

EXHIBIT "A"

PARCEL #1

ALL IN TOWNSHIP 19 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA:

Section 14: The W-1/2 of SW-1/4 of NW-1/4 of SW-1/4, and the W-1/2 of NW-1/4 of SW-1/4 of SW-1/4.

Section 15: (a) That part of the NE-1/4 of NE-1/4 lying south of State Road 44, and the S-1/2 of NE-1/4, LESS begin at the intersection of the south right-of-way line of State Road 44 and the east boundary line of said Section 15, run thence south along said east section boundary line 1200 feet, thence west 50 feet, thence north and parallel with said east section line to the south right-of-way line of State Road 44, thence northeasterly along said south right-of-way line to the point of beginning.

(b) That part of the fractional SE-1/4 lying north of the lake, and that part of the fractional NE-1/4 of SW-1/4 lying south and east of the lake, and that part of the fractional SE-1/4 of SW-1/4 lying north and east of the lake.

(The lake referred to above is Lake Tsala Apopka.)

PARCEL #2

Commence at the NW corner of the SW 1/4 of Section 14, Township 19 South, Range 20 East, thence S 3°12'10" W along the West line of said Section 14 a distance of 660.99 feet to the Point of Beginning, said point being the NW corner of the W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14, thence S 89°39'10" E along the North line of said W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14 a distance of 331.01 feet to the NE corner of the W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14, thence S 3°19'39" W along the East line of said W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14 a distance of 180.13 feet to the waters of Lake Tsala Apopka, thence Northwesterly and Northeasterly along said waters the following courses and distances: N 38°05'00" E 121.15 feet, N 0°59'51" W 77.56 feet, thence N 55°11'55" W 190.46 feet, thence S 89°56'10" W 231.97 feet to a point that bears N 3°12'10" E from the Point of Beginning, thence S 3°12'10" W 99.67 feet to the Point of Beginning.

RECEIVED
AUG 2 0 2021
PUD-21-13
Land Development

Attachment: Applicant's Submittal (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2019067402 BK: 3027 PG: 2288 12/27/2019 4:23 PM 4 Receipt: 2019059387
RECORDING $35.50 D DOCTAX PD $0.70

PARCEL #3

S½ of SE¼ of NW¼ of NE¼ in Section 15, Township 19 South, Range 20 East and that part of the N½ of SE¼ of NW¼ of NE¼ and S½ of NE¼ of NW¼ of NE¼ of Section 15, Township 19 South, Range 20 East, lying South of State Road No. 44.

SUBJECT TO that certain Perpetual Easement recorded in Official Record Book 1435, page 746, public records of Citrus County, Florida.

LESS AND EXCEPT that certain property as described in Warranty Deed recorded in Official Record Book 1435, page 737, public records of Citrus County, Florida.

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RECEIVED
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PUD-21-13
Land Devel

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013416 BK: 3045 PG: 1068 3/10/2020 12:41 PM 1 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

PREPARED BY AND RETURN TO:
JOHN H. EDEN IV, ESQ.
POST OFFICE BOX 2755
INVERNESS, FL 34451-2755

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 21 day of February, 2020, by **AMELIA EDEN BROWN f/k/a AMELIA SEYMOUR EDEN and GREGORY D. BROWN, wife and husband,** whose address is 2355 S. Eden Farm Rd., Inverness, FL 34450, as Grantors, to **NEW HORIZON FUNDING, INC., a Florida corporation,** whose address is P.O. Box 2755, Inverness, FL 34451 as Grantees.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantors, for good and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, convey, remise, release and quit-claim the remainder interest unto the said Grantees forever, all the right, title, interest, claim and demand which the said Grantors have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Citrus, State of Florida, to-wit:

FOR DESCRIPTION OF LANDS – SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

PROPERTY APPRAISER'S TAX I.D. NO. 20E19S15 10000

Grantors acknowledge and attest that the above-described parcel of land is non-homestead property and that their homesteads are not contiguous to the above parcel.

THIS INSTRUMENT PREPARED BY SCRIVENER BASED UPON INFORMATION PROVIDED TO SCRIVENER BY GRANTOR. SCRIVENER DOES NOT GUARANTEE TITLE OR DESCRIPTION.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any way appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantors, either in law or equity, to the only proper use and benefit of the said Grantee forever.

RECEIVED
AUG 20 2021
PUD-21-13
Land Development

Attachment: Applicant's Submittal (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013416 BK: 3045 PG: 1069 3/10/2020 12:41 PM 2 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witnesses as to Grantors

Sign

Tara Outler
Print

Sign

Lisa Strickland
Print

Grantors:

AMELIA EDEN BROWN f/k/a
AMELIA SEYMOUR EDEN
2355 S. Eden Farm Rd.
Inverness, FL 34450

GREGORY D. BROWN
2355 S. Eden Farm Rd
Inverness, FL 34450

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of [X] personal presence or [ ] online notarization, this 21 day of February, 2020 by **AMELIA EDEN BROWN f/k/a AMELIA SEYMOUR EDEN and GREGORY D. BROWN,** who is/are personally known to me or have/has provided FL D/L & Military ID as identification..

My commission expires:

LISA STRICKLAND
Notary Public, State of Florida
My Comm. Expires December 9, 2023
Commission #GG 934771

NOTARY PUBLIC

RECEIVED
AUG 20 2021
PUD-21-13
Land Development Division

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013416 BK: 3045 PG: 1070 3/10/2020 12:41 PM 3 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

Attachment: Applicant's Submittal (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

EXHIBIT "A"

PARCEL #1

ALL IN TOWNSHIP 19 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA:

Section 14: The W-1/2 of SW-1/4 of NW-1/4 of SW-1/4, and the W-1/2 of NW-1/4 of SW-1/4 of SW-1/4.

Section 15: (a) That part of the NE-1/4 of NE-1/4 lying south of State Road 44, and the S-1/2 of NE-1/4, LESS begin at the intersection of the south right-of-way line of State Road 44 and the east boundary line of said Section 15, run thence south along said east section boundary line 1200 feet, thence west 50 feet, thence north and parallel with said east section line to the south right-of-way line of State Road 44, thence northeasterly along said south right-of-way line to the point of beginning.

(b) That part of the fractional SE-1/4 lying north of the lake, and that part of the fractional NE-1/4 of SW-1/4 lying south and east of the lake, and that part of the fractional SE-1/4 of SW-1/4 lying north and east of the lake.

(The lake referred to above is Lake Tsala Apopka.)

PARCEL #2

Commence at the NW corner of the SW 1/4 of Section 14, Township 19 South, Range 20 East, thence S 3°12'10" W along the West line of said Section 14 a distance of 660.99 feet to the Point of Beginning, said point being the NW corner of the W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14, thence S 89°39'10" E along the North line of said W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14 a distance of 331.01 feet to the NE corner of the W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14, thence S 3°19'33" W along the East line of said W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14 a distance of 180.13 feet to the waters of Lake Tsala Apopka, thence Northwesterly and Northeasterly along said waters the following courses and distances: N 38°05'00" E 121.15 feet, N 0°59'51" W 77.56 feet, thence N 55°11'55" W 190.46 feet, thence S 89°56'10" W 231.97 feet to a point that bears N 3°12'10" E from the Point of Beginning, thence S 3°12'10" W 99.67 feet to the Point of Beginning.

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PUD-21-13
Land Developm

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013416 BK: 3045 PG: 1071 3/10/2020 12:41 PM 4 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

PARCEL #3

S½ of SE¼ of NW¼ of NE¼ in Section 15, Township 19 South, Range 20 East and that part of the N½ of SE¼ of NW¼ of NE¼ and S½ of NE¼ of NW¼ of NE¼ of Section 15, Township 19 South, Range 20 East, lying South of State Road No. 44.

SUBJECT TO that certain Perpetual Easement recorded in Official Record Book 1435, page 746, public records of Citrus County, Florida.

LESS AND EXCEPT that certain property as described in Warranty Deed recorded in Official Record Book 1435, page 737, public records of Citrus County, Florida.

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RECEIVED
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PUD-21-13
Land Development

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013414 BK: 3045 PG: 1060 3/10/2020 12:41 PM 1 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

PREPARED BY AND RETURN TO:
JOHN H. EDEN IV, ESQ.
POST OFFICE BOX 2755
INVERNESS, FL 34451-2755

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 21st day of FEBRUARY, 2020, by **MURIEL EDEN PAUL and MICHAEL EUGENE PAUL, wife and husband,** whose address is 177 N. 85 St., Wauwatosa, WI 53226, as Grantors, to **NEW HORIZON FUNDING, INC., a Florida corporation,** whose address is P.O. Box 2755, Inverness, FL 34451 as Grantees.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantors, for good and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, convey, remise, release and quit-claim the remainder interest unto the said Grantees forever, all the right, title, interest, claim and demand which the said Grantors have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Citrus, State of Florida, to-wit:

FOR DESCRIPTION OF LANDS – SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

PROPERTY APPRAISER'S TAX I.D. NO. 20E19S15 10000

Grantors acknowledge and attest that the above-described parcel of land is non-homestead property and that their homesteads are not contiguous to the above parcel.

THIS INSTRUMENT PREPARED BY SCRIVENER BASED UPON INFORMATION PROVIDED TO SCRIVENER BY GRANTOR. SCRIVENER DOES NOT GUARANTEE TITLE OR DESCRIPTION.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any way appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantors, either in law or equity, to the only proper use and benefit of the said Grantee forever.

RECEIVED
AUG 20 2021
PUD-21-13
Land Development

Attachment: Applicant's Submittal (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013414 BK: 3045 PG: 1061 3/10/2020 12:41 PM 2 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witnesses as to Grantors

Amelia Jamieson
Sign

Amelia Jamieson
Print

Lamont Taddesse
Sign

Lamont Taddesse
Print

Grantors:

Muriel J. Eden-Paul
MURIEL EDEN PAUL
177 N. 85 St.
Wauwatosa, WI 53226

Michael Eugene Paul
MICHAEL EUGENE PAUL
177 N. 85 St.
Wauwatosa, WI 53226

STATE OF WISCONSIN
COUNTY OF Milwaukee

The foregoing instrument was acknowledged before me by means of [**X**] personal presence or [ ] online notarization, this 21ST day of February, 2020 by **MURIEL EDEN PAUL and MICHAEL EUGENE PAUL,** who is/are personally known to me or have/has provided Drivers Licenses as identification.

My commission expires: 11/16/2020

W. Baldwin
NOTARY PUBLIC

WILLIAM DARNELL BALDWIN JR.
NOTARY PUBLIC
STATE OF WISCONSIN

RECEIVED
AUG 20 2021
PUD-21-13
Land Development

Attachment: Applicant's Submittal (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013414 BK: 3045 PG: 1062 3/10/2020 12:41 PM 3 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

EXHIBIT "A"

PARCEL #1

ALL IN TOWNSHIP 19 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA:

Section 14: The W-1/2 of SW-1/4 of NW-1/4 of SW-1/4, and the W-1/2 of NW-1/4 of SW-1/4 of SW-1/4.

Section 15: (a) That part of the NE-1/4 of NE-1/4 lying south of State Road 44, and the S-1/2 of NE-1/4, LESS begin at the intersection of the south right-of-way line of State Road 44 and the east boundary line of said Section 15, run thence south along said east section boundary line 1200 feet, thence west 50 feet, thence north and parallel with said east section line to the south right-of-way line of State Road 44, thence northeasterly along said south right-of-way line to the point of beginning.

(b) That part of the fractional SE-1/4 lying north of the lake, and that part of the fractional NE-1/4 of SW-1/4 lying south and east of the lake, and that part of the fractional SE-1/4 of SW-1/4 lying north and east of the lake.

(The lake referred to above is Lake Tsala Apopka.)

PARCEL #2

Commence at the NW corner of the SW 1/4 of Section 14, Township 19 South, Range 20 East, thence S 3°12'10" W along the West line of said Section 14 a distance of 660.99 feet to the Point of Beginning, said point being the NW corner of the W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14, thence S 89°39'10" E along the North line of said W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14 a distance of 331.01 feet to the NE corner of the W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14, thence S 3°19'33" W along the East line of said W 1/2 of the SW 1/4 of the NW 1/4 of the SW 1/4 of said Section 14 a distance of 180.13 feet to the waters of Lake Tsala Apopka, thence Northwesterly and Northeasterly along said waters the following courses and distances: N 38°05'00" E 121.15 feet, N 0°59'51" W 77.56 feet, thence N 55°11'55" W 190.46 feet, thence S 89°56'10" W 231.97 feet to a point that bears N 3°12'10" E From the Point of Beginning, thence S 3°12'10" W 99.67 feet to the Point of Beginning.

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013414 BK: 3045 PG: 1063 3/10/2020 12:41 PM 4 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

PARCEL #3

S½ of SE¼ of NW¼ of NE¼ in Section 15, Township 19 South, Range 20 East and that part of the N½ of SE¼ of NW¼ of NE¼ and S½ of NE¼ of NW¼ of NE¼ of Section 15, Township 19 South, Range 20 East, lying South of State Road No. 44.

SUBJECT TO that certain Perpetual Easement recorded in Official Record Book 1435, page 746, public records of Citrus County, Florida.

LESS AND EXCEPT that certain property as described in Warranty Deed recorded in Official Record Book 1435, page 737, public records of Citrus County, Florida.

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013415 BK: 3045 PG: 1064 3/10/2020 12:41 PM 1 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

PREPARED BY AND RETURN TO:
JOHN H. EDEN IV, ESQ.
POST OFFICE BOX 2755
INVERNESS, FL 34451-2755

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 2nd day of March, 2020, by **AMANDA EDEN ELLIS f/k/a AMANDA DAGGETT EDEN and HOWARD WARREN ELLIS, JR., wife and husband,** whose address is 1035 Biltmore Place, Lakeland, FL 33801-5403, as Grantors, to **NEW HORIZON FUNDING, INC., a Florida corporation,** whose address is P.O. Box 2755, Inverness, FL 34451 as Grantees.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantors, for good and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, convey, remise, release and quit-claim the remainder interest unto the said Grantees forever, all the right, title, interest, claim and demand which the said Grantors have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Citrus, State of Florida, to-wit:

FOR DESCRIPTION OF LANDS – SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

PROPERTY APPRAISER'S TAX I.D. NO. 20E19S15 10000

Grantors acknowledge and attest that the above-described parcel of land is non-homestead property and that their homesteads are not contiguous to the above parcel.

THIS INSTRUMENT PREPARED BY SCRIVENER BASED UPON INFORMATION PROVIDED TO SCRIVENER BY GRANTOR. SCRIVENER DOES NOT GUARANTEE TITLE OR DESCRIPTION.

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RECEIVED
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PUD-21-13
Land Development Division

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013415 BK: 3045 PG: 1065 3/10/2020 12:41 PM 2 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witnesses as to Grantors

Sign

Print Dillan Spaulding

Sign

Print Jennifer Mclane

Grantors:

Amanda Eden Ellis

AMANDA EDEN ELLIS f/k/a
AMANDA DAGGETT EDEN
1035 Biltmore Place
Lakeland, FL 33801-5403

Howard W. Ellis Jr.

HOWARD WARREN ELLIS, JR.
1035 Biltmore Place
Lakeland, FL 33801-5403

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of [**X**] personal presence or [ ] online notarization, this 2nd day of March, 2020 by **AMANDA EDEN ELLIS f/k/a AMANDA DAGGETT EDEN and HOWARD WARREN ELLIS, JR.**, who is/are personally known to me or have/has provided FL Drivers Lic as identification.

Notary Public State of Florida
Angel N Wilkerson
My Commission # GG 132336
Expires 08/07/2021

My commission expires: 08/07/2021

Angel N Wilkerson
NOTARY PUBLIC

RECEIVED
AUG 20 2021
PUD-21-13
Land Development

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013415 BK: 3045 PG: 1066 3/10/2020 12:41 PM 3 Receipt: 2020012162
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EXHIBIT "A"

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ALL IN TOWNSHIP 19 SOUTH, RANGE 20 EAST, CITRUS COUNTY, FLORIDA:

Section 14: The W-1/2 of SW-1/4 of NW-1/4 of SW-1/4, and the W-1/2 of NW-1/4 of SW-1/4 of SW-1/4.

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PARCEL #2

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2020013415 BK: 3045 PG: 1067 3/10/2020 12:41 PM 4 Receipt: 2020012162
RECORDING $35.50 D DOCTAX PD $1,400.00

PARCEL #3

S½ of SE¼ of NW¼ of NE¼ in Section 15, Township 19 South, Range 20 East and that part of the N½ of SE¼ of NW¼ of NE¼ and S½ of NE¼ of NW¼ of NE¼ of Section 15, Township 19 South, Range 20 East, lying South of State Road No. 44.

SUBJECT TO that certain Perpetual Easement recorded in Official Record Book 1435, page 746, public records of Citrus County, Florida.

LESS AND EXCEPT that certain property as described in Warranty Deed recorded in Official Record Book 1435, page 737, public records of Citrus County, Florida.

Attachment: Applicant's Submittal (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

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PUD-21-13
Land Development

Exhibit B

PM1-11-027

DEPARTMENT OF DEVELOPMENT SERVICES
PLANNING DIVISION
2011 2nd CYCLE LARGE SCALE
COMPREHENSIVE PLAN/ATLAS AMENDMENT

CP/AA NUMBER: CPA/AA-PDO-11-03
ELEMENT: Amendment to the Comprehensive Plan and Land Development Code Atlas
SUBJECT: James A. Neal, Jr., ESQ. for John H. Eden, IV, ESQ. for New Horizon Funding, Inc.

DATE: May 18, 2011 **PREPARED BY: Cynthia L. Jones, Transportation Planner; Planning Division**

REQUEST FOR REVISION TO GENERALIZED FUTURE LAND USE MAP DESIGNATION, and LAND DEVELOPMENT CODE ATLAS DESIGNATION

GENERALIZED FUTURE LAND USE MAP(GFLUM):	From: CL, Low Intensity Coastal Lakes To: RVP, Recreational Vehicle Park
LAND DEVELOPMENT CODE ATLAS (LDCA):	From: CL, Low Intensity Coastal and Lakes To: RVP, Recreational Vehicle Park
LOCATION:	Sections 14 and 15, Township 19 South, Range 20 East Further described as a portion of Parcel 10000; (Inverness Area) A complete legal description is on file.
SURROUNDING EXISTING LAND USES:	North – Single family residential, mobile home parks (two), convenience store, fraternal organization, and vacant residential and commercially committed properties South – Single family residential and wetlands East – Wetlands and vacant property West – Wetlands and residence on acreage
SURROUNDING GENERALIZED FUTURE LAND USES:	North – CL, Low Intensity Coastal Lakes South – CL, Low Intensity Coastal Lakes East – CL, Low Intensity Coastal Lakes West – CL, Low Intensity Coastal Lakes
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	North – CL, Low Intensity Coastal and Lakes; CLC, Coastal and Lakes Commercial; MHP, Mobile Home Park; CLR, Coastal and Lakes Residential South – CL, Low Intensity Coastal and Lakes and CLR, Coastal and Lakes Residential East – CL, Low Intensity Coastal and Lakes West – CL, Low Intensity Coastal and Lakes
SOIL INFORMATION:	According to the *Soil Survey of Citrus County, Florida* (1988), the upland soil types found on the property are listed as follows: Adamsville fine sand; Tavares fine sand, 0 to 5 percent slope; Astatula fine sand, 0 to 5 percent slope and 5 to 8 percent slope; and Orsino fine sand, 0 to 5 percent slope. These soils are generally level and somewhat poorly to moderately well drained. The limitations for site development are slight. Soils within the wetlands are listed as follows: Myakka fine sand; Okeelanta muck; EauGallie fine sand; EauGallie fine sand, depressional; and Terra Ceia-Okeelanta association, frequently flooded. No development is proposed for these areas.
FLOOD ZONE:	According to the Flood Insurance Rate Map (FIRM), the subject property appears to be located in Flood Zone C, B and A3 as found on Community-Panel Number 120063-0260B.

RECEIVED
AUG 20 2021
Land Development Division

PDRB MEETING - June 2, 2011

PUD-21-13

Attachment: Applicant's Submittal (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

BACKGROUND:
The applicant is proposing to develop a ~~class "A" motor coach~~ luxury RV destination resort with a maximum of ~~439~~ up to 1,000 pads and related amenities. The proposed amenities include a ~~9-hole executive style golf course (with artificial greens and tee boxes),~~ a clubhouse/general store (± ~~15,000~~ up to 20,000 SF), swimming pool, tennis courts, and a 2.26 acre storage area. Proposed amenities located near the water include a picnic area, fishing pier, canoe livery and canoe launch. The applicant had previously submitted a similar plan for 499 RV pads (CPA/AA-06-07). That application was presented to the BCC but was not approved.

The subject property is currently vacant. The site was developed and used as a citrus grove until the 1980's. A dilapidated house and garage remain on the site. The location of the former citrus grove is now an open grassy area. The site is surrounded on three sides with a forested wetland and contains several isolated wetlands. These wetlands have broad vegetative buffers along their edges and on the uplands. The upland buffers consist of mature hardwood forest with a palmetto understory.

The resort will have ~~439~~ up to 1,000 RV pad sites resulting in a gross density of 2.13 dwelling units (du) per acre. This is consistent with the density and uses of neighboring properties. Development density in this area ranges from one du/20 acres (or more) to over five du/acre. Immediately south of the project site Bellamy unrecorded subdivision was approved with 3.3 du/acre, and Harrison's Great Oaks subdivision was approved with 4.9 du/acre. North and northwest of the application site are two mobile home parks -- Oak Pond with 5.9 du/acre and Shady Acres with 2.5 du/acre. Hickory Hills and other subdivisions near the project site have gross densities between three and five du/acre. This area also has large undivided tracts both in private and public ownership.

The proposed resort is designed with distinct "neighborhoods" within the master development. The neighborhoods have varying pad sizes and amenities, and ~~some areas are proposed to~~ the entrance will be gated. A recreational center with tennis courts, swimming pool, meeting rooms, and ~~bowling alley~~ billiards will be constructed in a central location. A general store is proposed to sell basic groceries and sundries. Two lake access points are proposed along its 7000 linear foot boundary: a canoe rental on a canal, and picnic area and fishing pier on Big Lake Spivey. The applicant had stated that motorized watercraft will not be allowed. An outdoor storage (vehicles and boats) area is located near SR-44 and adjacent to a storm water retention area. The project is designed to be as self-contained as possible with recreational and day-to-day necessities available within the resort.

The following were adequately addressed as part of this application and are on file with the Division of Planning: Biological/Environmental Report, Tree Survey, Solid Waste Analysis, Drainage Analysis, Karst Evaluation and Archeological Assessment.

SUMMARY OF AGENCY COMMENTS: No concerns have been expressed by other agencies to date. During review of the prior application, CPA/AA-06-07, it was noted that a letter had been received from South West Florida Water Management District. The water management district owns property immediately east of the project site. They were concerned about smoke and their ability to continue using controlled burns to maintain their property. To date a similar comment has not been received.

SUMMARY OF PUBLIC COMMENTS: No public comments have been received by the public as of the date of this report.

STAFF ANALYSIS:

1. Concurrency -

   a) Sanitary Sewer – The applicant will extend regional sanitary sewer service to the site to meet sanitary sewer needs. This project will provide sanitary sewer service to the surrounding area. Septic systems are a major source of nutrients to the Tsala Apopka chain of Lakes. This project will make it possible to provide sanitary sewer to an environmentally sensitive area with numerous septic systems.

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b) Potable Water - The applicant will extend regional water service to this site to meet potable water needs. This project will provide central water service to the surrounding area.

c) Traffic - A major traffic study was submitted and reviewed for this project. The project is expected to generate 1,971 daily and 162 PM peak hour trips. The traffic study evaluated the impact of the development on several segments of SR-44 and US-41. All road segments evaluated will operate at the adopted level of service. Conditions of approval of the traffic study include construction of an eastbound right turn lane at the project driveway and coordination with the FDOT to ensure proper U-turn considerations are provided.

d) Solid Waste – The Citrus County Landfill has sufficient capacity to accommodate the development.

e) Drainage – Drainage will be provided through a series of on-site stormwater management facilities including Best Management Practices for water quality and quantity, and designed to minimize the impacts on the existing wetlands and the Tsala Apopka chain of lakes.

f) Recreation - Recreational facilities will be provided on site for the benefit of the residents of the park. Facilities proposed include ~~a 9-hole executive-style golf course~~, a clubhouse/general store, swimming pool, tennis courts, canoe livery/launch, picnic area, fishing pier and approximately three miles of nature trails.

2. Consistency with Comprehensive Plan –

Policy 3.1.3 During construction in the vicinity of water bodies or wetland areas, the following criteria shall be met: A buffer of 15 feet or greater shall be established to reduce adverse impacts on natural vegetation.
The master plan provides for a 25-ft wide natural undisturbed vegetative buffer which exceeds the minimum 15-ft buffer requirement.

Objective 17.6 The County shall provide for a range of commercial densities and uses in the Future Land Use Plan and County LDC.
Since the creation of the RVP land use district it has been applied only to existing RV parks. There is no vacant inventory of lands designated RVP. Existing RV parks available for redevelopment are significantly smaller than the proposed project. This application will provide suitable land to develop a new resort.

Policy 17.6.5 Specialized commercial needs, such as water-dependent and water-related uses, shall be provided for within the Future Land Use Plan and standards for development provided within the County LDC.
The property contains extensive wetlands and has over 7,000 linear feet of access to the Lake Tsala Apopka chain of lakes. The natural beauty and access to the water makes the site particularly attractive as a resort. This application will provide the land use necessary to develop a resort around the natural features that surround the site on three sides. The master plan exceeds the standards specified within the LDC for RV resorts. The proposed resort works around the wetlands, clustering development on the uplands portions of the property and provides extensive buffering between the resort and adjacent properties.

Policy 17.6.12 Recreational vehicle (RV) parks and campground shall be designed according to a detailed master plan, shall preserve a minimum of 30 percent of the property in open space, shall provide a minimum of an additional 10 percent of the property as recreation areas, and generally shall conform to the commercial development standards in the Land Development Code. The number of RV units or campsites does not confer any vested residential development rights.

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This project is designed to minimize the impact on the natural landscape and wetland areas. Forty five percent (93.88 acres) of the site will remain as open space. This far exceeds the 30% required. Open space will consist of approximately 20 acres of wetland preserve, 16 acres of active recreation, and 58 acres of undeveloped open space (buffers and parks).

3. Impacts on Affordable Housing – The proposal should have minimal impact on permanent affordable housing; compliance with LDC Section 4663.B.1 Recreational Vehicle (RV) Parks/Campgrounds limits occupancy to a maximum of 180 days.

4. Technical Review Team comments: The application for an RV Park Master Development Plan was reviewed by the Technical Review Team (TRT). In summary the TRT comments, concerns, and/or requests for additional information for review prior to the issuance of County Development Order for the Master Development Plan are as follows:
    a. Division of Land Development: **Approval with Conditions.** See memo dated May 18, 2011, from Joe Hochadel, Planner.
    b. Division of Land Development, Engineering Section: **Approval with Conditions.** See letter dated April 15, 2011, from Jeffrey W. Rogers, P.E., Engineer 1, approving the traffic study.
    c. Division of Land Development, Engineering Section: **Approval with Conditions.** See memo dated April 6, 2011, from Larry Parker, Engineering Design Technician.
    d. Environmental Health: **Approval.** Connect to City of Inverness water and sewer or apply for a DEP approved water and sewer system.
    e. Division of Fire Rescue: **Approval with Condition.** See memo dated April 7, 2011 for condition regarding provision of fire hydrants.
    f. Division of Building: **Approval.**
    g. Division of Utilities: **Approval.** Citrus County Utilities has no objection and recommends approval of this application with the following comment: Project is located in City of Inverness Service area. Please contact them for all utility questions.

5. Other Factors/Additional Information – The master plan of development must meet the requirements of LDC Section 4663, Recreational Vehicle (RV) Parks/Campgrounds. The following issues are addressed (LDC 4663.B.4):

    1. **Streets -** Road access is provided via SR 44, a four-lane principal arterial currently operating at LOS A. A full traffic study has been completed for this project. The traffic study is addressed in the conditions of approval. Internal roadways are proposed as 20 ft wide two-way streets with a sidewalk per standards stated in the LDC. This project is designed to accommodate very large motor coaches. The internal road system will accommodate emergency vehicles.
    2. **Utilities -** Regional sanitary sewer and water will be provided by the City of Inverness.
    3. **Lots -** Pads will vary in size between 40' X 70' (low range) to 75' X 125' (premium). Ownership will be through condominium sales. Each lot would be allowed one 60 sq. ft. accessory storage building and an outdoor cooking area. No other permanent structures will be allowed on the individual sites.
    4. **Storm Water Management -** A master drainage plan is under development. All surface runoff will be stored and treated on site. The project will employ Best Management Practices to maintain surface water quality.
    5. **Buffers -** The project site is surrounded on three sides by wetlands. Adjacent to the wetlands are upland buffers that range in size between 50-foot to over 200-foot. The buffers consist of hardwood forest with mature trees. They provide a very substantial buffer between the motor home sites and adjacent properties. The wetlands surrounding the property are vegetated with brush and mature cypress swamp. An outdoor storage area, wetlands, and thick oak woods are located along the north edge of the property. This will provide buffering between the motor home sites and land uses along SR 44. Native vegetation will be utilized in all planted buffers.

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30% 69.0

6. **Open Space** – ~~Forty~~ five percent (~~93.88~~ acres) of the site will remain as open space. This far exceeds the 30% required. Open space will consist of approximately 20 acres of wetland preserve, 16 acres of active recreation, and 58 acres of undeveloped open space (buffers and parks).
7. **Recreational Areas and Facilities** - It is the intent of this application to provide significant active and resource-based recreational opportunities. A club house will include a swimming pool, tennis courts, indoor bowling area, theater, great room, and several multi-purpose rooms.
8. **Sidewalks/Pedestrian Paths** – Internal roadways will include a paved sidewalk. A comprehensive three mile trail network is proposed connecting the all amenity areas. The trail network will link with the sidewalk along SR 44.
9. **Landscaping** - Existing tree lines and significant tree stands are intended to be used as part of the overall landscape and buffering standards.
10. **Signage** has not been proposed. The project will be limited to one free-standing sign along SR 44. The location must be shown on the site plan.
11. **Buildings and other Improvements** The resort will provide extensive common amenities and facilities. The general store will provide sundry-type items, grocery, deli, etc. All facilities will be accessible by internal roads only and will serve the park residents. Laundry and rest room facilities will be located throughout to serve individual neighborhoods.

FINDINGS OF FACT:

230

1. The application requests the redesignation of ~~206~~ acres from Low Intensity Coastal and Lakes on the GFLUM and LDC Atlas maps to RVP on both the GFLUM and LDC Atlas maps.
2. A conceptual master plan of development has been provided and is referenced in the Conditions of Approval.
3. The application would allow for the construction of a motor coach resort with up to 439 RV sites.
4. The application appears to be consistent with the Citrus County Comprehensive Plan.

RECOMMENDATION:

STAFF RECOMMENDATION: Based on the findings of fact and the TRC comments, staff recommends **APPROVAL** of the Comprehensive Plan Amendment and **APPROVAL with the following conditions** for the Atlas Amendment with Conceptual Master Plan.

1. All development shall be as shown on the Master Development Plan for the Eden RV Resort (date stamped May 20, 2011), and as required by LDC Section 4663. Recreational Vehicle (RV) Parks/Campgrounds). This ~~Master Development~~ Plan shall include up to 439 RV spaces, a private nine-hole golf course, and related infrastructure and amenities. The following phasing is proposed:
   a. Phase 1 – ~~137 sites, 9 hole golf course~~, clubhouse, swimming pool, fishing pier, and picnic area,
   b. Phase 2 – ~~138 sites, storage area~~, ← Phase I, Part 3
   c. Phase 3 – ~~164 sites,~~ hiking trails, canoe launch, and canoe livery.

TBD

Total RV sites – not to exceed 1000 (which is 4.3478 sites/acre X 23

2. Minor modifications to the approved Master Development Plan may be approved by the Director of the Land Development Division as outlined in LDC Section 2273. Modification of a Planned Development Overlay. Major modifications to the approved Master Development Plan shall require reapplication.

3. All requirements for development are as specified within the Land Development Code unless otherwise specified within these conditions of approval or on the approved Master Development Plan.

4. The possibility of smoke and other risks due to the use of controlled burns on public conservation areas must be disclosed to all buyers. Disclaimers specifically addressing smoke and the use of controlled burns on public lands must be provided on the final plat and in all deeds.

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5. Special events must meet the requirements of the Citrus County Noise Ordinance.

6. No motorized vessels will be allowed to be launched from the proposed facility.

7. Signage is limited to one free standing sign on SR-44 and must meet the requirements of LDC Section 7000.

8. The entire property must be maintained in single ownership. Subdivision for any purpose other than to establish conservation easements will render approval of the master plan null and void.

9. Covenants of Condominium must include the following provisions:

   a. All resort residents (with sole exception of an on-site manager within their own private residence) must evacuate during all mandatory evacuations as ordered by County officials.
   b. Occupancy is limited to a maximum of 180 consecutive days.
   c. All motor homes must be maintained in a road ready condition.
   d. No permanent structures may be affixed to the motor homes.

Wetlands, Buffers and Open Space

10. A minimum of forty-five percent (45%) of the gross site area shall be preserved as open space, as delineated on the Master Development Plan. To the greatest extent possible and to meet the requirements of LDC Section 4663, the site design shall provide open space beyond this minimum. The open space shall include the following:
    a. Tree buffer and trail system shall be allocated to passive recreation.
    b. Open space, buffers and non-recreation shall meet the LDC Section 4663 definition of open space.
    c. All of the wetland areas identified on the Boundary & Jurisdictional Survey shall be protected.

11. A 25 foot natural undisturbed vegetative buffer must be maintained along all wetland lines. This buffer must be clearly marked at all times during construction. Silt fence must be installed prior to clearing and maintained until all surfaces are stabilized.

12. Type "C" landscape buffers, or the equivalent, are required along all upland property lines. Utility, maintenance, and/or storage (boat/vehicle) areas are required to have at least the equivalent of a type "D" landscape buffer where it abuts adjacent properties.

13. All structures, including storage sheds, utility buildings, restrooms and commercial buildings must maintain at least a 35-foot setback to all JD wetland lines. A berm and swale that meets LDC requirements must be maintained between any structure less than 50-foot from the wetland, and the wetland. Motor home sites bordering wetlands must be designed so the pads drain away from the wetlands.

14. The developer shall create a cooperative association, property owner's association, or other appropriate legal entity that shall be responsible for the maintenance and upkeep of common open space in perpetuity. Recordable instruments providing for these common-ownership lands shall be submitted for review with the application for a development order.

Landscaping and Tree Preservation

15. A landscaping and irrigation plan that demonstrates compliance with LDC 4300 standards and the following conditions must be submitted and approved by the TRT prior to issuance of site development permit.

    a. Only low water use plants shall be utilized within required buffers. Low water use plants do not need supplemental water beyond natural rainfall after initial establishment. All turf grass must be drought-tolerant.
    b. Landscaping and irrigation systems shall be consistent with the Florida-Friendly Landscaping principles.

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c. Irrigation plans must be designed, operated, and maintained according to the Florida Green Industries Best Management Practices for Protection of Water Resources in Florida (2002).
d. All automatic irrigation systems shall be designed to avoid runoff, over spray, or comparable conditions where water flows onto/over non-irrigated areas or impervious surfaces. Only drip, micro-spray, or other low volume emitters are permitted within parking lot landscape islands or within ten feet of any impervious surface.
e. Moisture sensing and/or rain shut-off switch equipment are required. Said equipment shall consist of an automatic mechanical or electronic sensing device or switch that will override the irrigation cycle of the sprinkler system when adequate rainfall has occurred.
f. All landscape vegetation must be native or drought tolerant.

16. Invasive exotic plant species listed as Category I or Category II by the Florida Exotic Pest Plant Council shall not be used for installed plantings.

17. Removal and mitigation for specimen tree identified within the Tree Survey (date stamped April 1, 2011) shall be addressed at time of permitting. Mitigation shall be required to meet the standards of LDC Section 4350, Reforestation Standards, and Section 4341, Mitigation Requirements.

18. The golf course design, construction, and management shall be consistent with Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses (FDEP, 2007). No golf course

Structures

19. Design of all commercial and recreational facilities must meet LDC requirements for setbacks, parking, access management, and landscaping as required at the time of permitting. Exceptions to the requirements of the LDC are only as specified in these conditions.
    a. The clubhouse shall be limited to a maximum of a ~~15,000~~ 20,000 square foot structure, provided in one or more buildings and related recreational amenities. ~~2,500~~ Welcome center is approx 1/5[illegible] sq ft
    b. The canoe livery shall be limited to a ~~5,000~~ square foot structure.
    c. All requirements of the LDC for commercial buildings shall be met.
    d. ~~The storage area shall be limited to the 2.26 acre site as shown on the master plan~~. A twenty-five foot wetland buffer shall be maintained along the east and west sides. Storage Area deleted
    e. The clubhouse and other amenities on the site must have adequate parking and other design standards as specified in the LDC.

20. Storage sheds not exceeding 60 square feet and an outdoor cooking area shall be permitted within each RV space as optional improvements.

21. Neighborhood common areas will include shower and laundry facilities. These facilities shall be located no more than 800 feet from any RV space.

Traffic and Roadways

22. Access shall be limited to one entrance from SR-44 (East Gulf to Lake Highway). ~~The gated entrance must meet the requirements of LDC Section 4244, Gated Entrances~~. ?

23. Improvements to SR-44 are required based on the approved traffic study. Conditions of approval of the traffic study include construction of an eastbound right turn lane at the project driveway and coordination with the FDOT to ensure proper U-turn considerations are provided.

24. Internal streets shall have 20-foot pavement widths for two-way traffic ~~and include a minimum four-foot wide sidewalk which should be separated from the road by a minimum four foot wide vegetative buffer.~~ Streets serving less than 30 spaces may be used as part of the pedestrian circulation system. However, no sidewalks

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No sidewalks except around Clubhouse/Welcome Center and Parking areas. There will be pedestrian trails to allow for circulation to and fro rec. facilities, exercise & wildlife viewing.

25. The applicant shall provide sidewalks and/or intermodal trails along the collector road, connecting all commercial and recreational facilities, and connecting with the sidewalk along SR 44. Sidewalks shall be at grade in parking area, of scored concrete or pavers and specifically not striped asphalt.

26. A detailed pedestrian circulation system plan that demonstrates compliance with LDC Section 4663 standards shall be submitted to and approved by the TRT prior to issuance of the site development permit.

Utilities, Fire and Stormwater

27. The project must be served by regional sanitary sewer and water provided by the City of Inverness.

28. Fire Department access shall be reviewed and approved by the Fire Rescue Division.

29. Fire Hydrants shall be provided in accordance with Citrus County Code Section 102.

30. The storm water management system shall be approved by SWFWMD and Citrus County Engineering.

Compliance

31. Noncompliance with or any violation of the above referenced conditions as may be determined by Citrus County Code Enforcement Proceedings, may, in addition any penalty imposed by Code Enforcement and subsequent to satisfying all procedural requirements set forth in Section 2223 of the Citrus County Land Development Code, render this Planned Development Overlay null, void, and of no force or effect.

PDRB RECOMMENDATION:

1. Comprehensive Plan Amendment -
2. Atlas Amendment with Planned Development Overlay –

BOARD OF COUNTY COMMISSIONERS ACTION:

1. Comprehensive Plan Amendment -
2. Atlas Amendment with Planned Development Overlay –

CLJ/jph

Attachments

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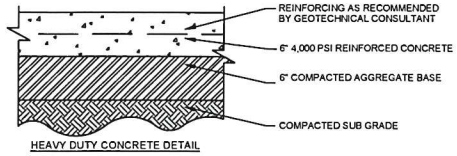
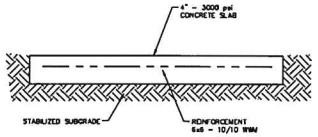
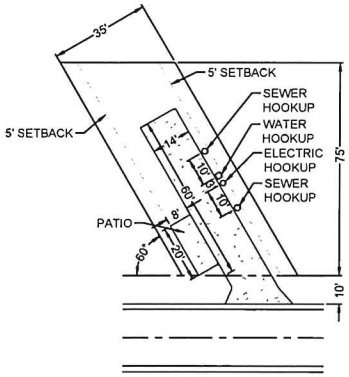


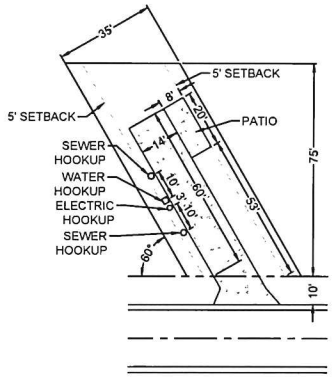
HEAVY DUTY CONCRETE DETAIL



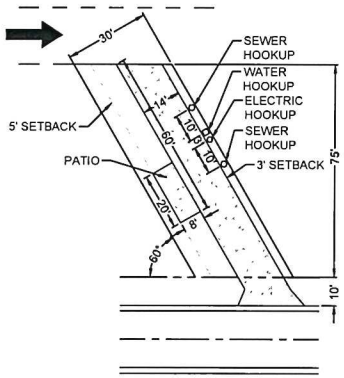
CONCRETE SIDEWALK DETAIL



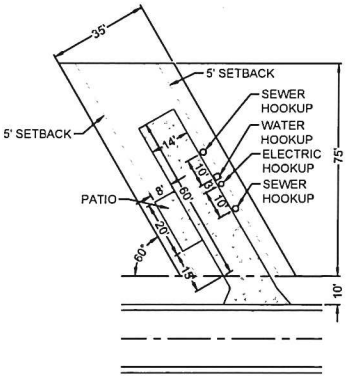
BACK-IN LOT



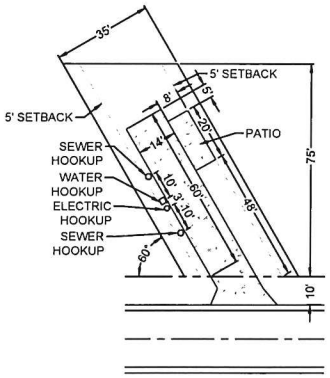
PULL-IN LOT



PULL-THROUGH LOT



ALT. BACK-IN LOT



ALT. PULL-IN LOT

DRAWN K.L.W.
CHECKED T.E.B.
DRAWING BASE18-01
LAYOUT 30Z
DATE MAY 2018

BURRELL ENGINEERING, INC.
CIVIL ENGINEERING C.A. No. 7973
BEI
12005 N. FLORIDA AVE. DUNNELLON FL 34434 PH 352-489-4144 FAX 352-489-4741

PRESERVATION POINT RV RESORT
CITRUS COUNTY, FLORIDA

RV LOT DETAILS

NO.	REVISION	DATE

TROY E. BURRELL, JR., P.E.
REG. ENGINEER NO. 38044
STATE OF FLORIDA
DATE

JOB NO. 18-01
F.B. NO.
FILE NO. Q-59
SEC 19 TWP 19S RGE 20E
SHT 18 OF ^^

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

Florida HEALTH

Ron DeSantis
Governor

Scott A. Rivkees, MD
State Surgeon General

Vision: To be the Healthiest State in the Nation

MEMORANDUM

DATE: 09/09/2021

TO: Land Development Director

THROUGH: Planning Coordinator(s)

FROM: Environmental Health Director, Glenn "Will" Bryant

SUBJECT: No Objection to PUD-21-13

Environmental Health has no objection to PUD-21-13, 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,

G W 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

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Joanna L. Coutu

From: John Eden <attyeden@elgpa.com>
Sent: Friday, November 12, 2021 12:15 PM
To: Joanna L. Coutu
Subject: [EXTERNAL]: PUD-21-13 Preservation Point

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

Joanna,
We are going to show sites for four bathhouses on our phase one plans because I think we will need them. However, to leave us with some flexibility I would like to request an exemption from LDC Sec 3310 regarding the bathhouses/washrooms. This will allow us to make a business decision regarding the demand and timing of constructing those facilities and whether to first provide temporary rather than permanent structures.
Have a great weekend!
Regards,
John

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Regards,
John

Attachment: Applicant's request re bathhouses Nov 12 2021 (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

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

Florida HEALTH

Ron DeSantis
Governor

Scott A. Rivkees, MD
State Surgeon General

Vision: To be the Healthiest State in the Nation

MEMORANDUM

DATE: 09/09/2021

TO: Land Development Director

THROUGH: Planning Coordinator(s)

FROM: Environmental Health Director, Glenn "Will" Bryant

SUBJECT: No Objection to PUD-21-13

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If further information is needed, please ask.

Sincerely,

G.W. 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

Attachment: Department of Environmental Health coorespondence (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

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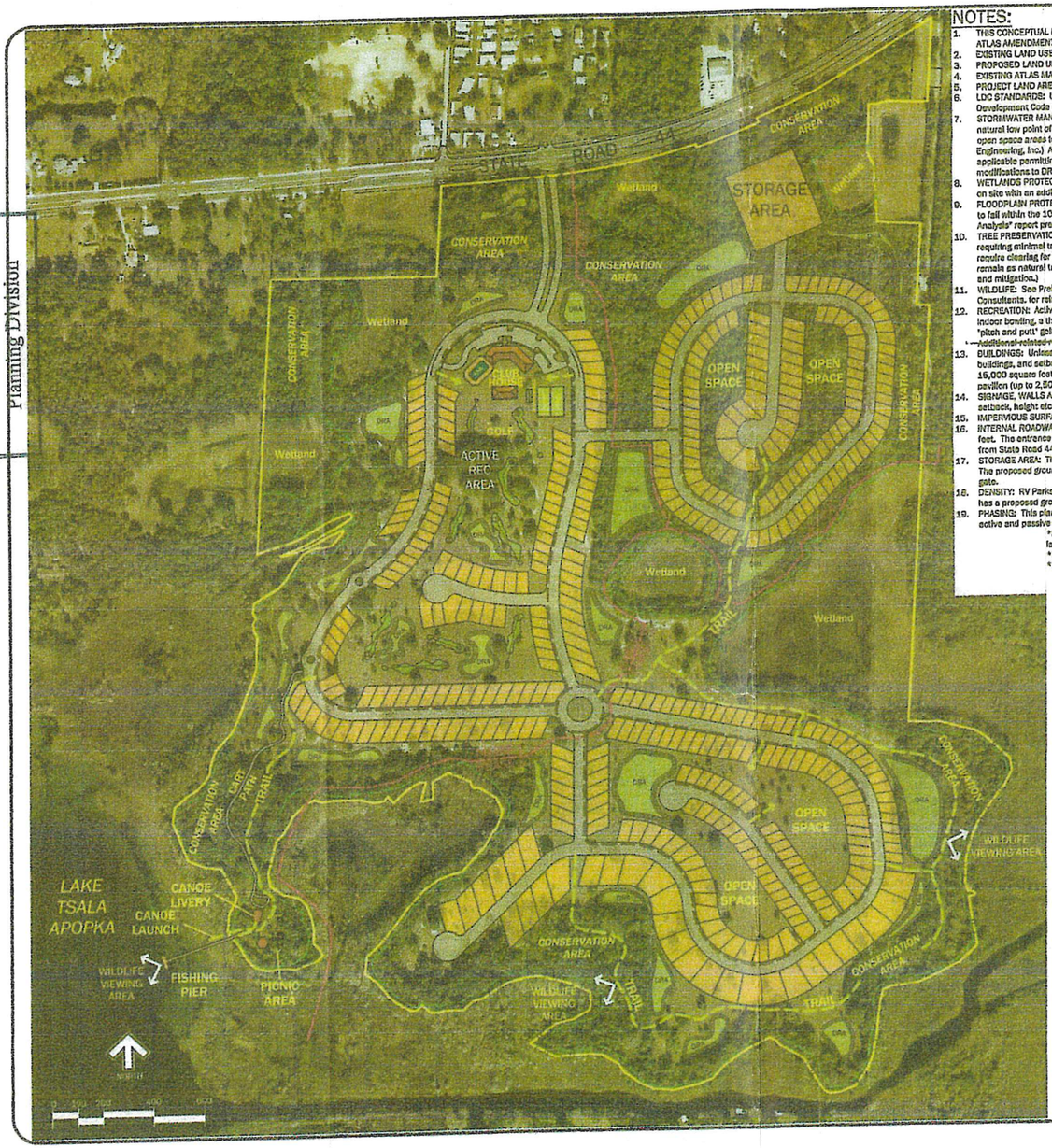
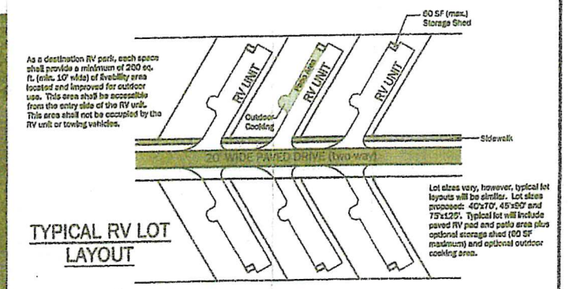
JUN 02 2011
Planning Division



NOTES:

1. THIS CONCEPTUAL DEVELOPMENT PLAN HAS BEEN PREPARED TO SUPPORT THE APPLICATION(S) FOR CHANGE IN LAND USE DESIGNATION AND ATLAS AMENDMENT.
2. EXISTING LAND USE DESIGNATION: CL (Low Intensity Coastal and Lakes)
3. PROPOSED LAND USE: RVP (Recreational Vehicle Park)
4. EXISTING ATLAS MAP DESIGNATION: CL (Low Intensity Coastal & Lakes District)
5. PROJECT LAND AREA: 206.10 ACRES±
6. LDC STANDARDS: Unless otherwise stated or depicted on this plan, this proposed project is designed to be in compliance with the Citrus County Land Development Code (LDC), including the standards for RV Parks (Section 4663).
7. STORMWATER MANAGEMENT: Conceptual Drainage Retention Areas (DRA) are shown on this plan. These DRA's shown are generally located at the natural low point of the pre and/or post development watersheds and represent approximately 10% of each watershed area. This plan has sufficient open space areas to accomodate on-site drainage retention. (See "Drainage and Public Facilities Analysis" report prepared by Furman & Hilpert Engineering, Inc.) All stormwater management systems will be designed to meet the requirements of the Citrus County LDC, SWFWMD and other applicable permitting agencies. DRA sizes and locations are subject to change based upon final engineering and permitting. These potential modifications to DRA's shown on this plan shall not be cause for a major modification to this plan.
8. WETLANDS PROTECTION: Jurisdictional Wetland boundaries are shown on this plan. The development plan maintains 100% of all existing wetlands on site with an additional minimum 25 foot wide natural undisturbed vegetative buffer.
9. FLOODPLAIN PROTECTION: A majority of the project site is above the floodplain elevation of 43.00. There are minimal areas of the plan that appear to fall within the 100 year floodplain. There is sufficient land on-site for flood-plain mitigation if required. (See "Drainage and Public Facilities Analysis" report prepared by Furman & Hilpert Engineering, Inc.)
10. TREE PRESERVATION: A large portion of the proposed development (Phase 1 & 3) is located in the open pastureland portion of the property, thus requiring minimal tree removals. The Phase 2 area of the project will be located mostly within a Hardwood / Conifer Mixed land use cover and will require clearing for development. The existing vegetation at the property perimeter, plus the wetland and wetland buffer areas are proposed to remain as natural treed buffer areas. (See "Tree Preservation Plan" report , prepared by John H. Eden IV, Esq., for detail regarding tree preservation and mitigation.)
11. WILDLIFE: See Preliminary Biological Survey and Habitat Assessment (separate document) prepared by Michael Czerwinski Environmental Consultants, for related findings and recommendations.
12. RECREATION: Active and passive recreation facilities shown on this plan include a multi-purpose clubhouse which may include a general store, indoor bowling, a theatre, a great gathering room, several multi-purpose rooms and golf support facilities. Also included is a swimming pool, 9 hole "pitch and putt" golf course, tennis & shuffleboard courts, pedestrial trails and sidewalks, picnic area, fishing pier, canoe livery and canoe launch. ~~Additional related recreation amenities may be located and increased by number as determined by future RV Park needs.~~
13. BUILDINGS: Unless otherwise stated or depicted on this plan, this project shall meet all LDC requirements for building setbacks, separation of buildings, and setback from wetlands and waterbodies. The maximum footprint total for both buildings in the clubhouse area shall not exceed 15,000 square feet. The canoe livery shall not exceed 5,000 square feet. The picnic area structures are anticipated to include one large group pavilion (up to 2,500 sq. ft.) and several small individual picnic shelters (up to 300 sq. ft. each)
14. SIGNAGE, WALLS AND FENCES: All proposed project signage, fences and walls will be located and designed to meet all LDC requirements for size, setback, height etc. (These minor improvements are not shown on this plan)
15. IMPERVIOUS SURFACE RATIO: The estimated ISR for this project is 16.6% at buildout. (The allowable maximum ISR for RVP land use is 40%)
16. INTERNAL ROADWAYS AND ACCESS: All internal roadways proposed for this project shall be two-way traffic with a minimum pavement width of 20 feet. The entrance road connection to State Road 44 is proposed as a divided roadway with a landscaped median. Access to the RV park shall be from State Road 44, a Principal Arterial Roadway.
17. STORAGE AREA: The area designated as "Storage Area" on this plan is intended for use as storage for equipment, trailers, recreational vehicles etc. The proposed ground shall be stabilized with a gravel surface and the site perimeter shall be enclosed with a 6 -8 foot high solid fence and locking gate.
18. DENSITY: RV Parks proposed within Coastal Lakes land use areas shall have a maximum density of five spaces per gross acre. This proposed project has a proposed gross density of only 2.13 spaces per gross acre. (439 RV spaces / 206.10 acres = 2.13 RV spaces per acre)
19. PHASING: This plan depicts three project development phases. Each phase are may be developed in smaller increments as the market dictates. The active and passive recreation areas may be implemented in phases or sub-phases to correspond to the project needs as each phase is developed.
    - *PHASE 1 - 137 Lots, 9 hole golf course, clubhouse, swimming pool, tennis and shuffleboard courts, fishing pier, picnic area canoe launch and canoe livery
    - *PHASE 2 - 138 Lots, Storage area & additional hiking trails
    - *PHASE 3 - 164 Lots & additional hiking trails



TYPICAL RV LOT LAYOUT

SITE DATA

SYMBOL	PROPOSED USE	ACREAGE	% OF SITE
	RV Lots	41.60	20.18%
	Internal Road R/W (with sidewalks where shown)	18.70	9.07%
	Storage Area	2.26	1.10%
	Active Recreation Area	15.80	7.67%
TRAIL	Passive Recreation Trails and Picnic Area	5.20	2.52%
	Conservation Areas, Buffers & Open Space	88.65	43.03%
	Wetlands Jurisdictional Areas	19.89	9.65%
DRA	Proposed DRA's	13.97	6.78%
	TOTALS	206.10 Acres	100.00%
	TOTAL RV LOTS = 439	DENSITY = 2.13 RV SITES / ACRE	

Community Land Design, Inc.
Land Development Planning Landscape Architecture
1773 East Cleveland Street Hernando, FL 34442
Phone: 352-637-1742

RV RESORT

Citrus County, Florida

CONCEPTUAL DEVELOPMENT PLAN

REVISIONS:

Date	Description
05/10/11	Revised Conceptual Layout, Added Shuffleboard Courts, & Added Fishing Pier

Registered Landscape Architect #1380
Signature: Paul C. Colna
Date:
DRAWN BY: PCC
DATE: 05/10/11
SCALE: See graphic scale

SHEET L1 OF 1

Attachment: 2011 Master Plan (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

ORDINANCE NO. 2011- A27

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, AMENDING THE ATLAS OF THE CITRUS COUNTY LAND DEVELOPMENT CODE, ORDINANCE NO. 90-14 AS AMENDED, BY REVISION TO THE LAND USE DESIGNATION OF CERTAIN PROPERTIES AS PRESENTED IN THE 2011 LARGE SCALE REVIEW SECOND CYCLE, AS FURTHER FULLY DESCRIBED HEREIN BELOW; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 27, 1990, the Board of County Commissioners adopted the Citrus County Land Development Code as Ordinance No. 90-14; 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, FLORIDA AS FOLLOWS:

1. The following described lands are hereby redesignated on the Citrus County Land Development Code Atlas Map:

   CPA/AA-PDO-11-03 – James A. Neal, Jr., ESQ. for John H Eden, IV, ESQ. for New Horizon Funding, Inc.

   Re-designation from CL, Low Intensity Coastal and Lakes to RVP, Recreational Vehicle Park with a PDO, Planned Development Overlay modifying the Land Development Code Atlas as presented in CPA/AA-PDO-11-03 and as further described in Exhibit "A" attached hereto and incorporated herein by reference.

2. The Master Plan of Development for New Horizon Funding, Inc., which property is described as a portion of Parcel 10000 lying in Sections 14 and 15, Township 19 South, Range 20 East, Citrus County, Florida and as fully described in Exhibit "A" attached hereto and incorporated herein by reference, is hereby modified with conditions as fully described in Exhibit "B" attached hereto and incorporated herein by reference, and as presented in Application Number CPA/AA/PDO-11-03.

3. The Atlas of the Land Development Code of Citrus County, Florida is hereby amended to reflect the changes described in Sections 1 and 2 of this Ordinance.

4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

5. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more section, subsections, 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.

Attachment: Ord No 2011-A27 (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

6. This ordinance shall become effective simultaneous with the effective date of the associated Comprehensive Plan Amendment Large Scale Second Cycle.

DONE AND ADOPTED in regular meeting of the Board of County Commissioners of Citrus County, Florida, this 25th day of October 2011.

BOARD OF COUNTY
COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

Tijani L White, DC
for BETTY STRIFLER, CLERK

BY: Dennis Damato
DENNIS DAMATO, CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY.

RICHARD WM. WESCH, COUNTY ATTORNEY

Attachment: Ord No 2011-A27 (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

CPA/AA-PDO-11-03 – James A. Neal, Jr., ESQ. for John H Eden, IV, ESQ. for New Horizon Funding, Inc.
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Range 20 East, Citrus County, Florida

Commence at the intersection of the east line of Section 15, Township 19 South, Range 20 East, Citrus County, Florida and the southerly right of way line of State Road No. 44; thence South 58°21'17" West, a distance of 60.90 feet to the POINT OF BEGINNING; thence continue along said right of way line the following courses and distances: South 58°21'17" West a distance of 333.73 feet to the beginning of a curve concave southwesterly having a radius of 2,923.99 feet and a central angle of 09°11'55" thence southwesterly along the arc of said curve a distance of 469.44 feet, chord bearing and distance of said curve being South 62°57'14" West and 468.93 feet to the end of said curve; thence South 22°26'48" East, a distance of 19.69 feet to a point on the arc of a non tangent curve to the right from which the radius point lies North 22°26'48" West, a radial distance of 2,943.68 feet; thence westerly along the arc of said curve through a central angle of 05°12'01", a distance of 267.17 feet chord bearing and distance between said points being South 70°09'13" West and 267.08 feet to the end of said curve; thence North 17°14'47" West, a distance of 13.12 feet to a point on the arc of a non tangent curve to the right from which the radius point lies North 17°14'47" West, a radial distance of 2,930.55 feet; thence westerly along the arc of said curve through a central angle of 13°25'56", a distance of 687.03 feet chord bearing and distance between said points being South 79°28'11" West and 685.46 feet to the end of said curve; thence South 86°11'09" West, a distance of 342.37 feet to a point on the west line of the SE 1/4 of the NW 1/4 of the NE 1/4 of said Section 15; thence departing said right of way South 03°19'20" West along said west line of the SE 1/4 of the NW 1/4 of the NE 1/4 a distance of 366.28 feet to the SW corner of said SE 1/4 of the NW 1/4 of the NE 1/4, said corner also being a point on the north line of the S 1/2 of the NE 1/4 of said Section 15, thence North 89°44'32" West along said south line a distance of 658.74 feet to the NW corner of the S 1/2 of the NE 1/4 of said Section 15; thence South 03°17'24" West along the west line of said S 1/2 of the NE 1/4, a distance of 1,110.26 feet to the ordinary high water line of Lake Tsala Apopka, thence along said water line the following courses and distances: North 63°44'26" East, a distance of 17.30 feet; thence North 72°23'20" East, a distance of 138.24 feet; thence North 64°11'22" East, a distance of 50.85 feet; thence North 59°17'24" East, a distance of 85.81 feet; thence North 64°32'36" East, a distance of 39.89 feet; thence North 66°55'18" East, a distance of 70.46 feet; thence South 50°47'56" East, a distance of 14.97 feet; thence South 07°45'09" West, a distance of 10.14 feet; thence South 56°24'48" West, a distance of 71.38 feet; thence South 61°53'58" West, a distance of 132.87 feet; thence South 63°59'51" West, a distance of 43.18 feet; thence South 68°17'35" West, a distance of 74.54 feet; thence North 84°11'48" East, a distance of 28.83 feet; thence North 70°24'10" East, a distance of 30.76 feet; thence North 72°04'53" East, a distance of 56.65 feet; thence North 60°10'49" East, a distance of 71.57 feet; thence North 66°46'06" East, a distance of 85.42 feet; thence South 19°05'22" West, a distance of 19.32 feet; thence South 41°16'24" West, a distance of 55.78 feet; thence South 73°54'36" West, a distance of 33.60 feet; thence South 87°38'22" West, a distance of 42.15 feet; thence South 62°43'52" West, a distance of 50.17 feet; thence South 34°11'02" West, a distance of 82.74 feet; thence South 31°19'20" West, a distance of 34.69 feet; thence South 38°44'04" West, a distance of 21.48 feet; thence South 41°42'11" West, a distance of 30.32 feet; thence South 57°56'58" West, a distance of 34.48 feet; thence South 61°52'50" West, a distance of 22.28 feet; thence South 57°55'44" West, a distance of 32.03 feet; thence South 59°42'53" West, a distance of 28.97 feet; thence South 07°03'59" West, a distance of 37.71 feet; thence South 30°35'06" East, a distance of 26.59 feet; thence South 29°10'33" West, a distance of 26.63 feet; thence South 09°50'17" East, a distance of 27.52 feet; thence South 27°18'40" East, a distance of 29.95 feet; thence South

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05°09'51" West, a distance of 39.86 feet; thence South 00°55'45" West, a distance of 51.25 feet; thence South 00°02'52" West, a distance of 35.75 feet; thence South 18°42'57" West, a distance of 58.20 feet; thence South 23°24'12" West, a distance of 60.48 feet; thence South 17°48'43" West, a distance of 55.10 feet; thence South 21°51'40" West, a distance of 77.29 feet; thence South 33°26'43" West, a distance of 37.54 feet; thence South 42°11'52" West, a distance of 83.48 feet; thence South 15°23'23" West, a distance of 69.27 feet; thence South 05°26'16" West, a distance of 28.15 feet; thence South 32°46'43" West, a distance of 39.08 feet; thence South 42°57'29" West, a distance of 44.06 feet; thence South 59°47'25" West, a distance of 45.60 feet; thence South 48°08'35" West, a distance of 65.92 feet; thence South 06°30'34" West, a distance of 66.24 feet; thence South 24°53'52" East, a distance of 45.04 feet; thence South 19°43'20" East, a distance of 66.51 feet; thence South 21°22'47" East, a distance of 49.70 feet; thence South 68°11'32" East, a distance of 73.79 feet; thence South 83°59'50" East, a distance of 62.33 feet; thence South 28°07'07" East, a distance of 130.66 feet; thence South 25°26'22" West, a distance of 74.40 feet; thence South 04°49'32" West, a distance of 69.50 feet; thence South 29°16'11" East, a distance of 19.89 feet; thence South 38°17'55" East, a distance of 29.92 feet; thence South 38°48'47" East, a distance of 30.34 feet; thence South 30°29'28" East, a distance of 58.49 feet; thence South 40°26'50" East, a distance of 28.24 feet; thence South 53°55'19" East, a distance of 23.33 feet; thence South 75°05'04" East, a distance of 52.09 feet; thence North 81°31'06" East, a distance of 44.74 feet; thence South 87°48'40" East, a distance of 66.74 feet; thence North 69°48'31" East, a distance of 89.74 feet; thence North 43°37'43" East, a distance of 31.14 feet; thence North 30°13'57" West, a distance of 24.86 feet; thence North 42°10'03" West, a distance of 35.27 feet; thence North 00°23'43" West, a distance of 15.29 feet; thence North 01°40'21" East, a distance of 38.15 feet; thence North 10°37'10" West, a distance of 44.89 feet; thence North 17°52'32" West, a distance of 57.45 feet; thence North 44°26'39" West, a distance of 45.87 feet; thence North 77°05'29" West, a distance of 66.66 feet; thence North 53°57'53" West, a distance of 61.46 feet; thence North 07°50'52" West, a distance of 49.56 feet; thence North 13°46'17" East, a distance of 135.83 feet; thence North 42°18'01" East, a distance of 49.04 feet; thence North 28°09'19" East, a distance of 68.92 feet; thence North 46°28'50" East, a distance of 44.71 feet; thence North 44°59'39" East, a distance of 31.23 feet; thence North 70°27'12" East, a distance of 35.42 feet; thence South 66°06'59" East, a distance of 17.51 feet; thence South 84°07'22" East, a distance of 14.05 feet; thence North 86°17'31" East, a distance of 22.74 feet; thence North 83°24'54" East, a distance of 23.65 feet; thence North 89°29'23" East, a distance of 55.80 feet; thence South 89°34'31" East, a distance of 49.79 feet; thence South 75°21'01" East, a distance of 54.96 feet; thence North 80°14'28" East, a distance of 44.20 feet; thence North 34°53'38" East, a distance of 21.68 feet; thence South 42°53'22" East, a distance of 34.24 feet; thence North 47°43'32" East, a distance of 66.30 feet; thence North 52°48'18" East, a distance of 30.39 feet; thence North 63°55'36" East, a distance of 38.14 feet; thence South 83°34'06" East, a distance of 21.21 feet; thence South 15°20'07" West, a distance of 81.03 feet; thence North 72°24'24" East, a distance of 17.11 feet; thence North 77°58'56" East, a distance of 34.37 feet; thence North 01°25'50" West, a distance of 68.21 feet; thence North 60°59'51" East, a distance of 71.88 feet; thence South 67°23'53" East, a distance of 94.50 feet; thence South 21°46'56" East, a distance of 27.32 feet; thence South 85°58'38" East, a distance of 27.23 feet; thence South 59°30'00" East, a distance of 77.58 feet; thence South 23°35'50" East, a distance of 54.84 feet; thence South 07°35'52" East, a distance of 13.50 feet; thence South 21°23'39" West, a distance of 62.40 feet; thence South 39°31'14" West, a distance of 29.59 feet; thence South 27°43'50" West, a

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distance of 54.82 feet; thence South 42°52'34" West, a distance of 67.93 feet; thence South 41°46'08" West, a distance of 70.81 feet; thence South 73°19'26" West, a distance of 60.47 feet; thence South 69°08'42" West, a distance of 43.34 feet; thence South 54°41'09" West, a distance of 69.07 feet; thence South 42°03'37" West, a distance of 102.31 feet; thence South 35°09'20" West, a distance of 69.36 feet; thence South 39°01'56" West, a distance of 108.26 feet; thence South 48°43'28" West, a distance of 65.66 feet; thence South 07°05'16" West, a distance of 71.41 feet; thence South 52°54'42" East, a distance of 60.68 feet; thence South 38°57'05" East, a distance of 75.11 feet; thence South 46°37'43" East, a distance of 30.53 feet; thence South 59°17'32" East, a distance of 76.40 feet; thence North 79°57'43" East, a distance of 21.66 feet; thence North 48°46'10" East, a distance of 29.77 feet; thence South 46°29'03" East, a distance of 43.28 feet; thence South 86°08'40" East, a distance of 34.65 feet; thence North 70°06'12" East, a distance of 21.29 feet; thence North 89°20'44" East, a distance of 77.77 feet; thence North 48°06'17" East, a distance of 51.84 feet; thence North 72°35'16" East, a distance of 46.58 feet; thence North 57°52'58" East, a distance of 105.54 feet; thence North 74°49'55" East, a distance of 80.61 feet; thence North 85°53'46" East, a distance of 57.93 feet; thence South 76°20'01" East, a distance of 93.48 feet; thence South 75°23'26" East, a distance of 19.54 feet; thence South 65°55'35" East, a distance of 99.69 feet; thence South 02°12'25" East, a distance of 50.14 feet; thence South 12°00'52" West, a distance of 23.37 feet; thence South 60°11'07" West, a distance of 74.31 feet; thence South 77°32'47" West, a distance of 64.92 feet; thence South 53°29'33" West, a distance of 134.47 feet; thence South 62°01'47" East, a distance of 116.09 feet; thence North 86°02'08" East, a distance of 93.22 feet; thence North 89°17'08" East, a distance of 52.45 feet; thence South 85°07'24" East, a distance of 39.45 feet; thence South 59°54'50" East, a distance of 72.63 feet; thence South 35°02'47" East, a distance of 44.44 feet; thence South 55°35'29" East, a distance of 77.88 feet; thence South 65°03'29" East, a distance of 54.17 feet; thence South 84°47'01" East, a distance of 81.17 feet; thence North 79°09'01" East, a distance of 36.13 feet; thence North 77°05'00" East, a distance of 57.78 feet; thence North 70°35'17" East, a distance of 70.93 feet; thence North 41°08'29" East, a distance of 67.58 feet; thence North 54°01'16" East, a distance of 85.01 feet; thence North 58°11'30" East, a distance of 33.90 feet; thence North 64°06'08" East, a distance of 99.11 feet; thence South 63°29'19" East, a distance of 32.85 feet; thence South 30°40'24" East, a distance of 19.09 feet; thence South 61°00'53" East, a distance of 70.53 feet; thence South 53°31'22" East, a distance of 43.12 feet; thence South 31°13'38" East, a distance of 96.73 feet; thence South 35°40'18" East, a distance of 60.90 feet; thence South 68°05'00" East, a distance of 22.68 feet; thence North 85°21'59" East, a distance of 45.47 feet; thence North 67°23'32" East, a distance of 60.57 feet; thence North 33°50'55" East, a distance of 87.84 feet; thence North 23°52'16" East, a distance of 57.13 feet; thence North 09°15'24" East, a distance of 89.20 feet; thence North 05°14'04" East, a distance of 57.21 feet; thence North 07°02'55" East, a distance of 60.07 feet; thence North 13°32'18" East, a distance of 57.42 feet; thence North 67°26'39" East, a distance of 37.97 feet; thence North 82°30'52" East, a distance of 104.12 feet; thence North 68°22'56" East, a distance of 56.15 feet; thence North 62°00'28" East, a distance of 45.31 feet; thence North 63°47'10" East, a distance of 82.43 feet; thence North 46°45'41" East, a distance of 86.46 feet; thence North 31°45'07" East, a distance of 15.49 feet; thence North 11°09'05" West, a distance of 142.01 feet; thence North 08°06'08" West, a distance of 53.52 feet; thence North 81°45'55" East, a distance of 21.76 feet; thence North 32°26'22" East, a distance of 6.85 feet; thence North 34°37'20" West, a distance of 11.18 feet; thence North 67°07'30" West, a distance of 8.30 feet; thence South 80°13'39" West, a distance of 13.62

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Sections 14 and 15, Township 19 South,
Range 20 East, Citrus County, Florida

feet; thence North 16°24'08" West, a distance of 38.74 feet; thence North 02°01'47" East, a distance of 100.13 feet; thence North 15°36'45" East, a distance of 92.29 feet; thence North 21°35'49" East, a distance of 55.65 feet; thence North 32°47'36" East, a distance of 89.02 feet; thence North 37°58'12" East, a distance of 92.92 feet; thence North 27°28'36" East, a distance of 66.82 feet; thence North 08°36'39" West, a distance of 50.57 feet; thence North 47°41'37" West, a distance of 130.81 feet; thence North 56°20'52" West, a distance of 49.33 feet; thence North 75°41'30" West, a distance of 79.64 feet; thence North 75°17'59" West, a distance of 73.25 feet; thence South 87°41'03" West, a distance of 47.50 feet; thence North 87°30'27" West, a distance of 63.66 feet; thence South 83°50'20" West, a distance of 4.48 feet to a point on the east line of the SE 1/4 of said Section15; thence North 02°52'12" East along said east line a distance of 499.27 feet to the NE corner of said SE 1/4, said point also being the SE corner of the S 1/2 of the NE ¼ of said Section 15; thence North 03°09'53" East along the east line of the S 1/2 of the NE 1/4 of said Section 15 a distance of 1185.35 feet to the SE corner of a fifty foot wide easement; thence North 86°50'07" West, a distance of 50.00 feet to the SW corner of said easement; thence North 03°09'53" East along the westerly boundary of said easement, said boundary being fifty feet from when measured at right angles to the west line of the NE 1/4 of said Section 15, a distance of 327.21 feet; to a point on the southerly boundary of lands described in official record book 1435, page 737, public records of Citrus County, Florida, thence along the boundary of said lands the following courses and distances: North 86°30'16" West, a distance of 173.58 feet; thence North 03°17'12" West, a distance of 228.59 feet; thence North 26°03'38" West, a distance of 62.58 feet; thence North 02°28'23" East, a distance of 191.28 feet; thence North 89°42'54" East, a distance of 30.03 feet; thence North 76°14'10" East, a distance of 47.02 feet; thence South 87°31'46" East, a distance of 157.18 feet to a point on the westerly boundary of the aforementioned fifty foot easement; thence North 03°09'53" East along the westerly boundary of said easement a distance of 336.37 feet to the POINT OF BEGINNING.

Containing 8,977,713.57 square feet or 206.0999 acres, more or less.

SUBJECT TO: that certain perpetual easement recorded in O.R. Book 1435, Page 746, public records of Citrus County, Florida

LESS AND EXCEPT any portion of the above described lands lying below the ordinary high water line of Lake Tsala Apopka.

AND LESS AND EXCEPT: that certain property as described in Warranty Deed recorded in O.R. Book 1435, Page 737, public records of Citrus County, Florida

Attachment: Ord No 2011-A27 (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

CPA/AA-PDO-11-03 – James A. Neal, Jr., ESQ. for John H Eden, IV, ESQ. for New Horizon Funding, Inc.

The Master Plan of Development for New Horizon Funding, Inc., which property is described in Exhibit "A", is hereby approved with conditions as fully described as follows:

1. All development shall be as shown on the Master Development Plan for the Eden RV Resort (date stamped June 2, 2011), and as required by LDC Section 4663. Recreational Vehicle (RV) Parks/Campgrounds). This Master Development Plan shall include up to 439 RV spaces, a private nine-hole golf course, and related infrastructure and amenities. The following phasing is proposed:
    a. Phase 1 – 137sites, 9 hole golf course, clubhouse, swimming pool, fishing pier, and picnic area,
    b. Phase 2 – 138 sites, storage area,
    c. Phase 3 – 164 sites, hiking trails, canoe launch, and canoe livery.

2. Minor modifications to the approved Master Development Plan may be approved by the Director of the Land Development Division as outlined in LDC Section 2273. Modification of a Planned Development Overlay. Major modifications to the approved Master Development Plan shall require reapplication.

3. All requirements for development are as specified within the Land Development Code unless otherwise specified within these conditions of approval or on the approved Master Development Plan.

4. The possibility of smoke and other risks due to the use of controlled burns on public conservation areas must be disclosed to all buyers. Disclaimers specifically addressing smoke and the use of controlled burns on public lands must be provided on the final plat and in all deeds.

5. Special events must meet the requirements of the Citrus County Noise Ordinance.

6. No motorized vessels will be allowed to be launched from the proposed facility.

7. Signage is limited to one free standing sign on SR-44 and must meet the requirements of LDC Section 7000.

8. Once sold the individual pad sites must be maintained in single ownership. Subdivision for any purpose other than to establish conservation easements will render approval of the master plan null and void.

9. Covenants of Condominium must include the following provisions:

    a. All resort residents (with sole exception of an on-site manager within their own private residence) must evacuate during all mandatory evacuations as ordered by County officials.
    b. Occupancy is limited to a maximum of 180 consecutive days.
    c. All motor homes must be maintained in a road ready condition.
    d. No permanent structures may be affixed to the motor homes.

Wetlands, Buffers and Open Space

10. A minimum of forty-three percent (43%) of the gross site area shall be preserved as open space, as delineated on the Master Development Plan. To the greatest extent possible and to meet the requirements of LDC Section 4663, the site design shall provide open space beyond this minimum. The open space shall include the following:
    a. Tree buffer and trail system shall be allocated to passive recreation.
    b. Open space, buffers and non-recreation shall meet the LDC Section 4663 definition of open space.
    c. All of the wetland areas identified on the Boundary & Jurisdictional Survey shall be protected.

Attachment: Ord No 2011-A27 (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

11. A 25 foot natural undisturbed vegetative buffer must be maintained along all wetland lines. This buffer must be clearly marked at all times during construction. Silt fence must be installed prior to clearing and maintained until all surfaces are stabilized.

12. Type "C" landscape buffers, or the equivalent, are required along all upland property lines. Utility, maintenance, and/or storage (boat/vehicle) areas are required to have at least the equivalent of a type "D" landscape buffer where it abuts adjacent properties.

13. All structures, including storage sheds, utility buildings, restrooms and commercial buildings must maintain at least a 35-foot setback to all JD wetland lines. A berm and swale that meets LDC requirements must be maintained between any structure less than 50-foot from the wetland, and the wetland. Motor home sites bordering wetlands must be designed so the pads drain away from the wetlands.

14. The developer shall create a cooperative association, property owner's association, or other appropriate legal entity that shall be responsible for the maintenance and upkeep of common open space in perpetuity. Recordable instruments providing for these common-ownership lands shall be submitted for review with the application for a development order.

Landscaping and Tree Preservation

15. A landscaping and irrigation plan that demonstrates compliance with LDC 4300 standards and the following conditions must be submitted and approved by the TRT prior to issuance of site development permit.

    a. Only low water use plants shall be utilized within required buffers. Low water use plants do not need supplemental water beyond natural rainfall after initial establishment. All turf grass must be drought-tolerant.
    b. Landscaping and irrigation systems shall be consistent with the Florida-Friendly Landscaping principles.
    c. Irrigation plans must be designed, operated, and maintained according to the Florida Green Industries Best Management Practices for Protection of Water Resources in Florida (2002).
    d. All automatic irrigation systems shall be designed to avoid runoff, over spray, or comparable conditions where water flows onto/over non-irrigated areas or impervious surfaces. Only drip, micro-spray, or other low volume emitters are permitted within parking lot landscape islands or within ten feet of any impervious surface.
    e. Moisture sensing and/or rain shut-off switch equipment are required. Said equipment shall consist of an automatic mechanical or electronic sensing device or switch that will override the irrigation cycle of the sprinkler system when adequate rainfall has occurred.
    f. All landscape vegetation must be native or drought tolerant.

16. Invasive exotic plant species listed as Category I or Category II by the Florida Exotic Pest Plant Council shall not be used for installed plantings.

17. Removal and mitigation for specimen tree identified within the Tree Survey (date stamped April 1, 2011) shall be addressed at time of permitting. Mitigation shall be required to meet the standards of LDC Section 4350, Reforestation Standards, and Section 4341, Mitigation Requirements.

18. The golf course design, construction, and management shall be consistent with Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses (FDEP, 2007).

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CPA/AA-PDO-11-03 – James A. Neal, Jr., ESQ. for John H Eden, IV, ESQ. for New Horizon Funding, Inc.

Structures

19. Design of all commercial and recreational facilities must meet LDC requirements for setbacks, parking, access management, and landscaping as required at the time of permitting. Exceptions to the requirements of the LDC are only as specified in these conditions.
    a. The clubhouse shall be limited to a maximum of a 15,000 square foot structure, provided in one or more buildings and related recreational amenities.
    b. The canoe livery shall be limited to a 5,000 square foot structure.
    c. All requirements of the LDC for commercial buildings shall be met.
    d. The storage area shall be limited to the 2.26 acre site as shown on the master plan. A twenty-five foot wetland buffer shall be maintained along the east and west sides.
    e. The clubhouse and other amenities on the site must have adequate parking and other design standards as specified in the LDC.

20. Storage sheds not exceeding 60 square feet and an outdoor cooking area shall be permitted within each RV space as optional improvements.

21. Neighborhood common areas will include shower and laundry facilities. These facilities shall be located no more than 800 feet from any RV space.

Traffic and Roadways

22. Access shall be limited to one entrance from SR-44 (East Gulf to Lake Highway). The gated entrance must meet the requirements of LDC Section 4244, Gated Entrances.

23. Improvements to SR-44 are required based on the approved traffic study and include construction of a 405-ft (including 50-ft taper) eastbound right turn lane and a 430-ft (including 50-ft taper) westbound left turn lane at the project driveway. Applicant must coordinate with the FDOT to ensure proper U-turn considerations are provided.

24. Internal streets shall have 20-foot pavement widths for two-way traffic and include a minimum four-foot wide sidewalk which should be separated from the road by a minimum four foot wide vegetative buffer. Streets serving less than 30 spaces may be used as part of the pedestrian circulation system.

25. The applicant shall provide sidewalks and/or intermodal trails along the collector road, connecting all commercial and recreational facilities, and connecting with the sidewalk along SR 44. Sidewalks shall be at grade in parking area, of scored concrete or pavers and specifically not striped asphalt.

26. A detailed pedestrian circulation system plan that demonstrates compliance with LDC Section 4663 standards shall be submitted to and approved by the TRT prior to issuance of the site development permit.

Utilities, Fire and Stormwater

27. The project must be served by regional sanitary sewer and water provided by the City of Inverness.

28. Fire Department access shall be reviewed and approved by the Fire Rescue Division.

29. Fire Hydrants shall be provided in accordance with Citrus County Code Section 102.

30. The storm water management system shall be approved by SWFWMD and Citrus County Engineering.

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Compliance

31. Noncompliance with or any violation of the above referenced conditions as may be determined by Citrus County Code Enforcement Proceedings, may, in addition any penalty imposed by Code Enforcement and subsequent to satisfying all procedural requirements set forth in Section 2223 of the Citrus County Land Development Code, render this Planned Development Overlay null, void, and of no force or effect.

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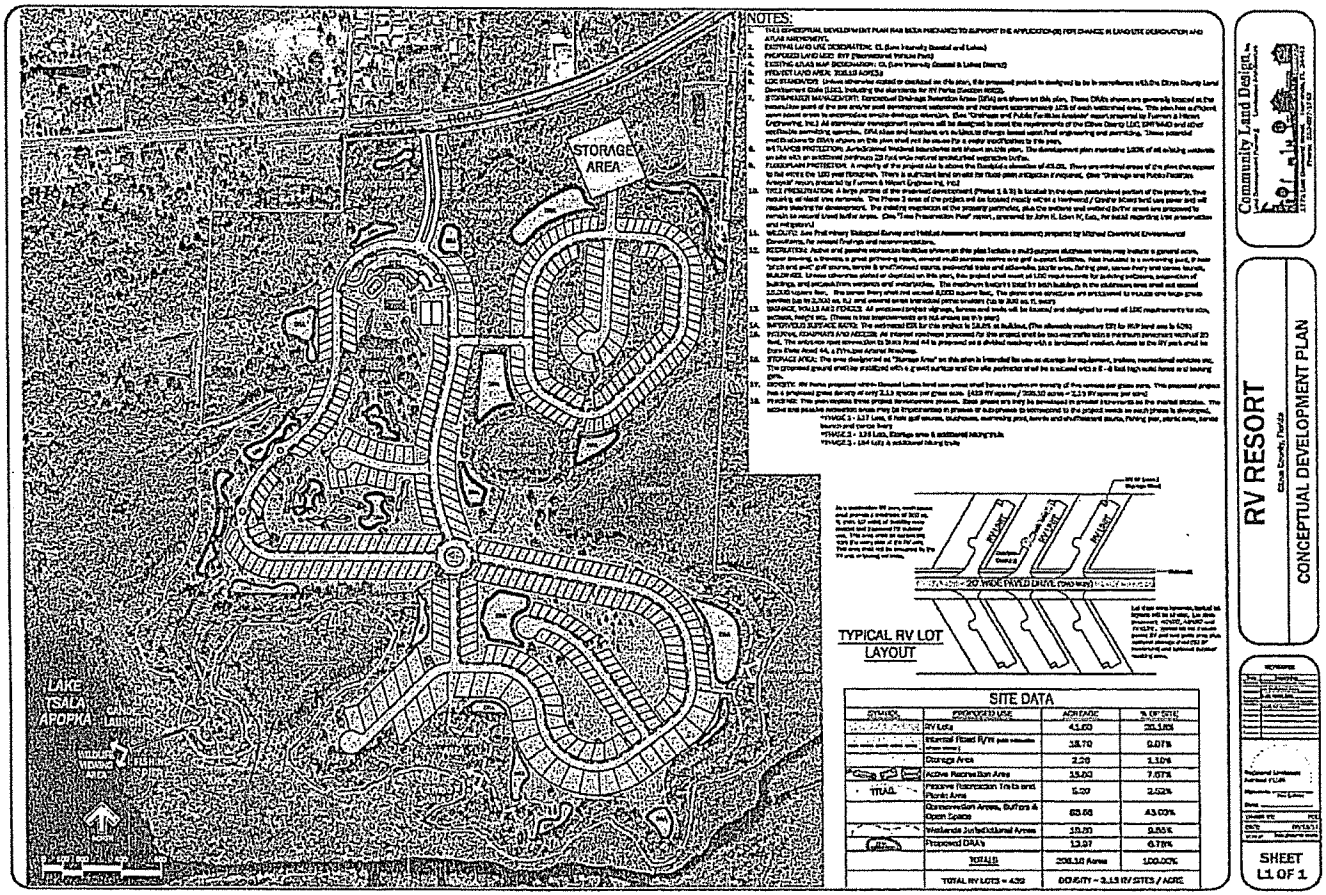
CPA/AA-PDO-11-03 – James A. Neal, Jr., ESQ. for John H Eden, IV, ESQ. for New Horizon Funding, Inc.



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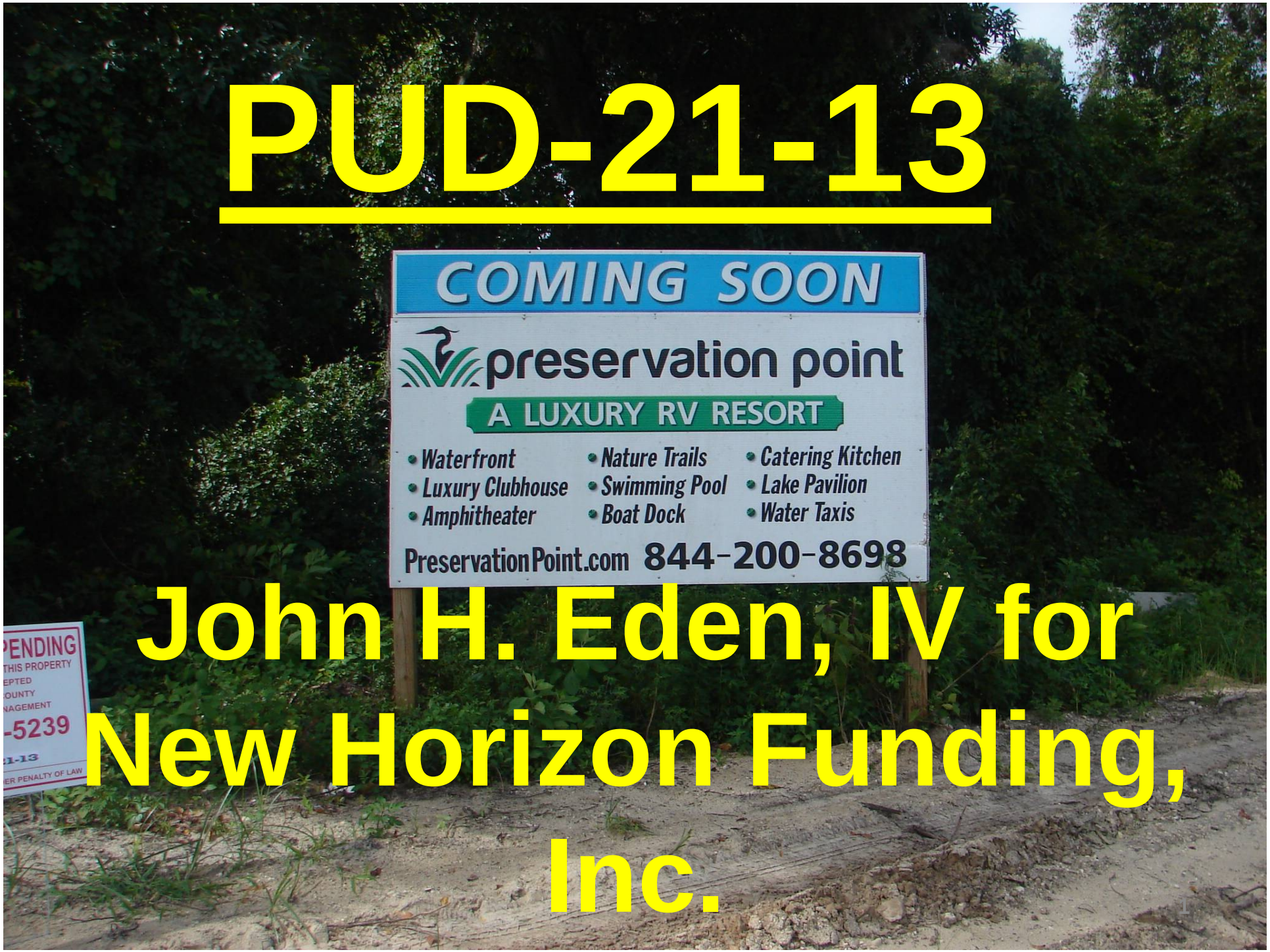

John H. Eden, IV for New Horizon Funding, Inc.

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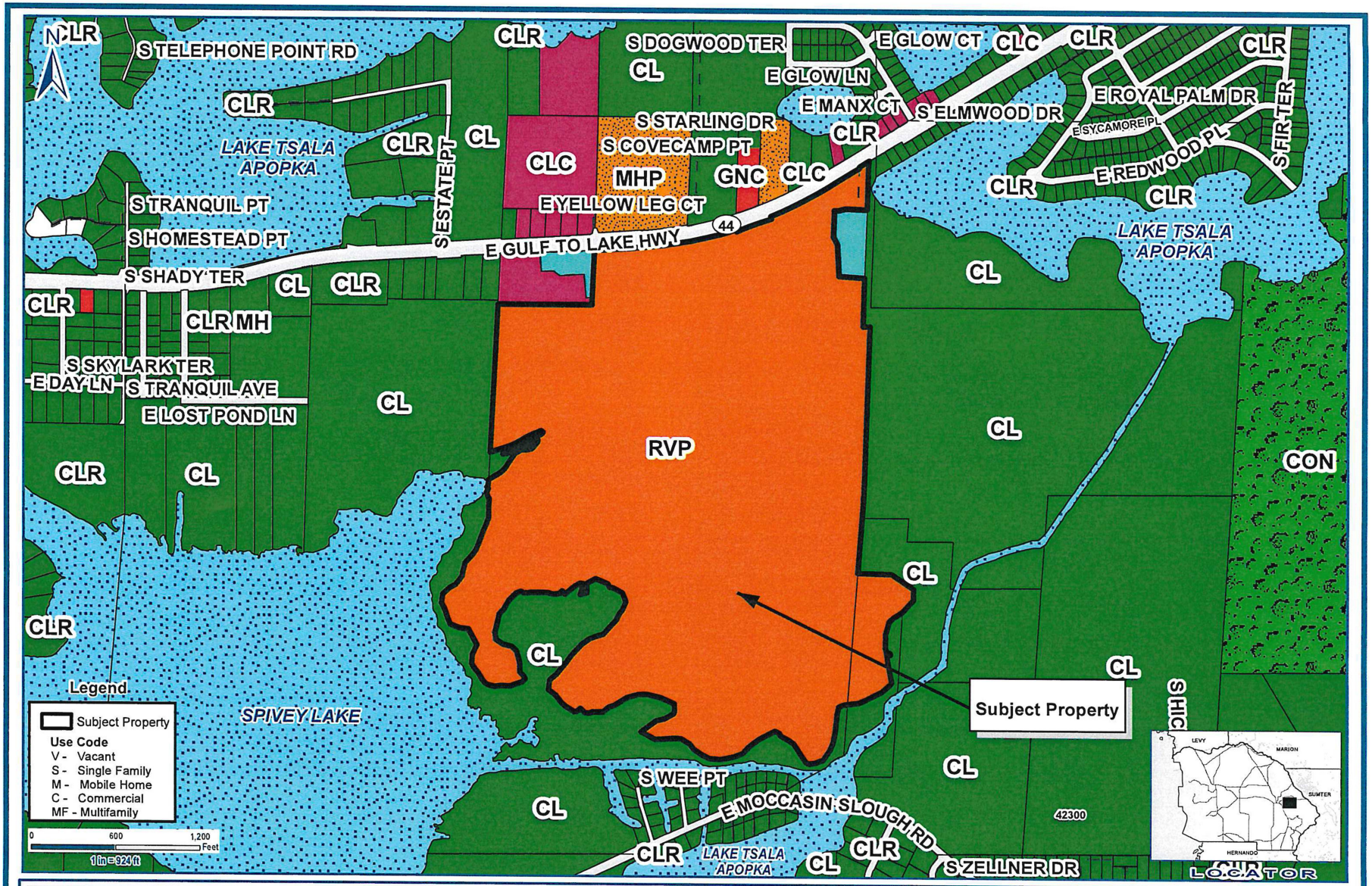

Application #: PUD-21-13	**Applicant: John H. Eden, IV for New Horizon Funding, Inc.**
Proposal: Amend LDC Atlas and Master Plan of Preservation Point for multiple items including revising the number of RV units, configuration, recreation and phasing	**Location: 8588 E Gulf to Lake Hwy, Inverness**
	S-T-R -15-19-20 E
Land Use Atlas: Recreational Vehicle Park (RVP)	**Planner Initials:** ____ **Date:** 9/21/21

Geographic Information Systems

Prepared By : William Braunsch
Date: September 07, 2021
Source: Enterprise Geodatabase
Map Number: WB0000684

Cynthia P. Skelhorn
Director

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is posted. However, all information provided must be independently verified by the user.

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

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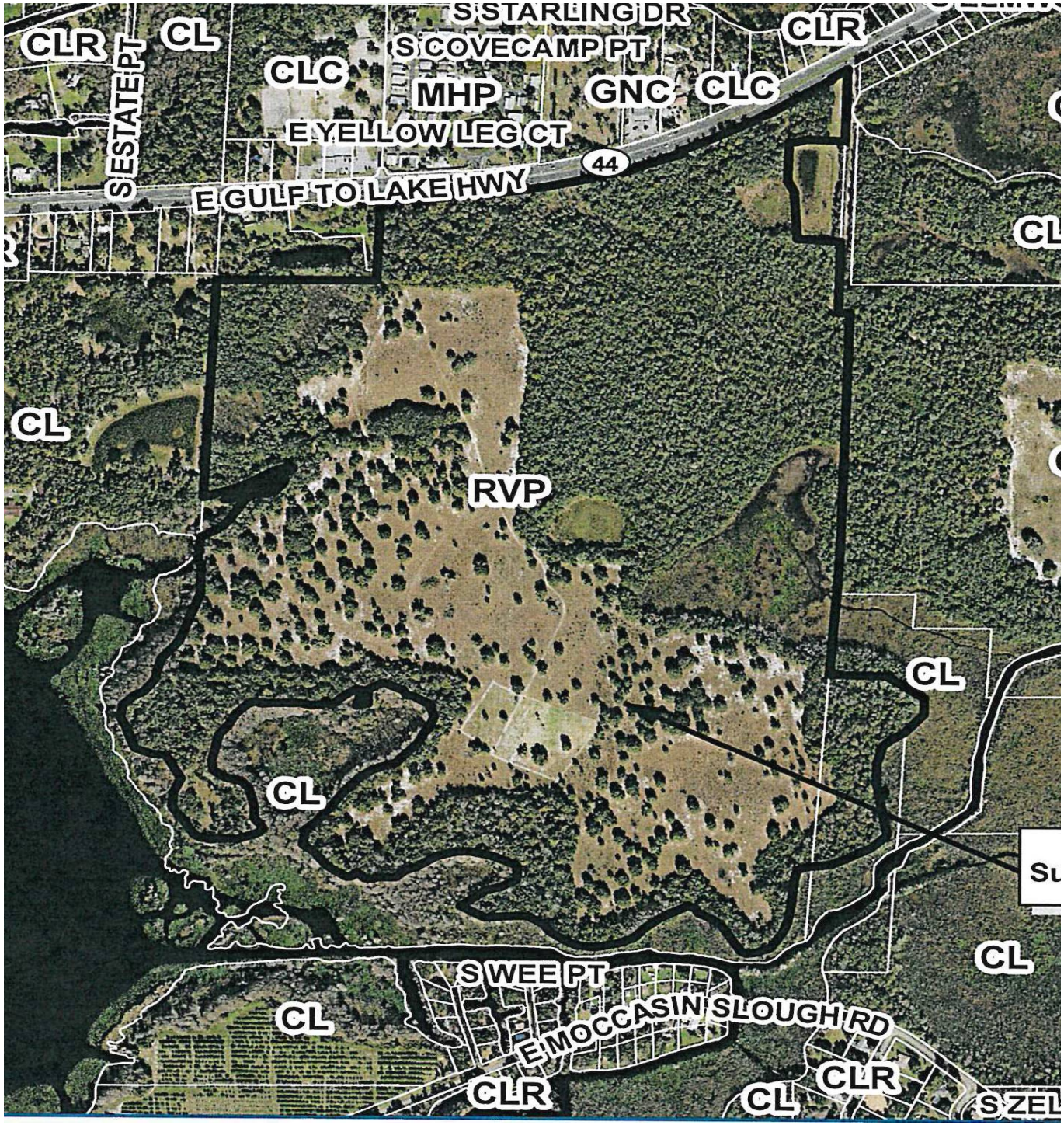

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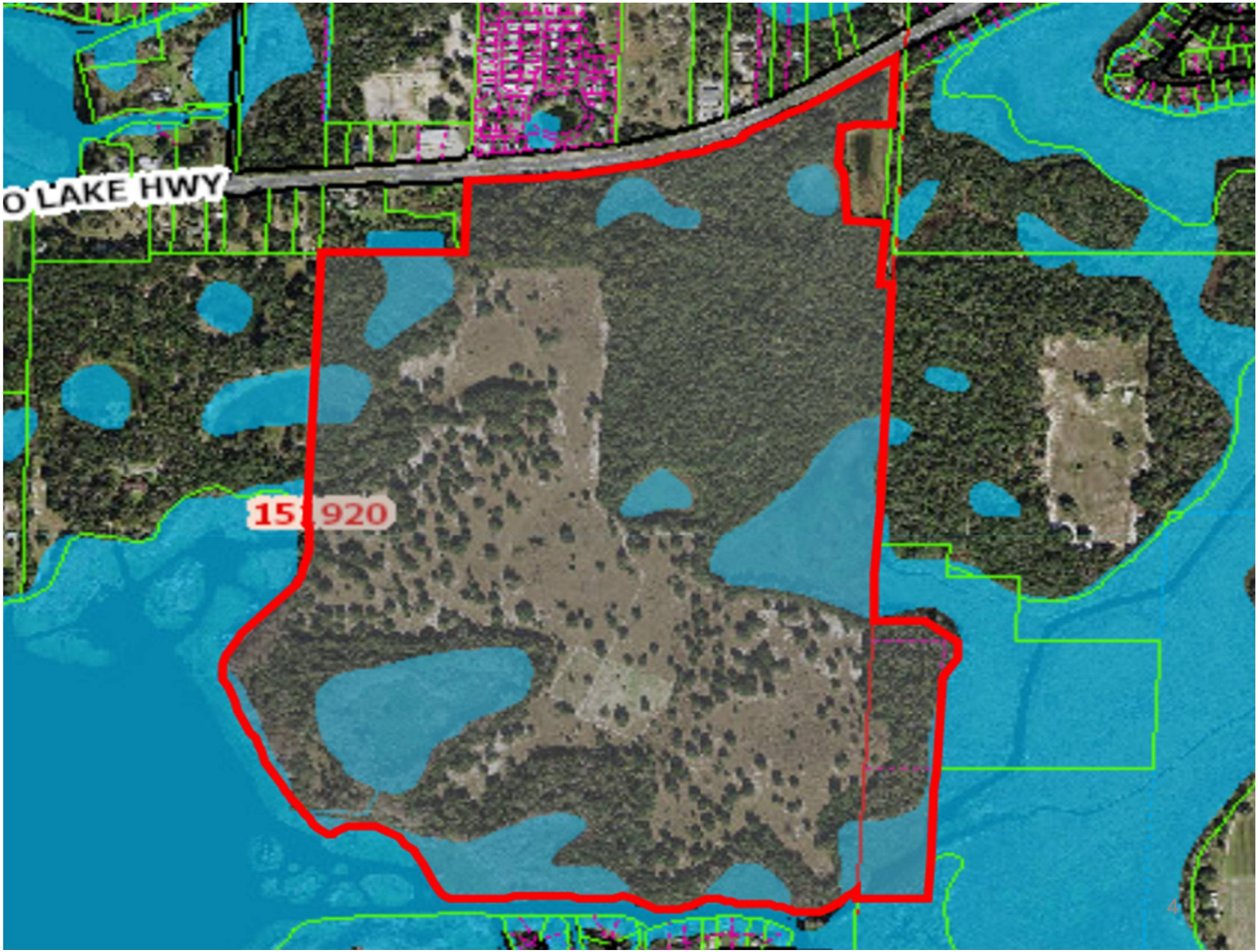

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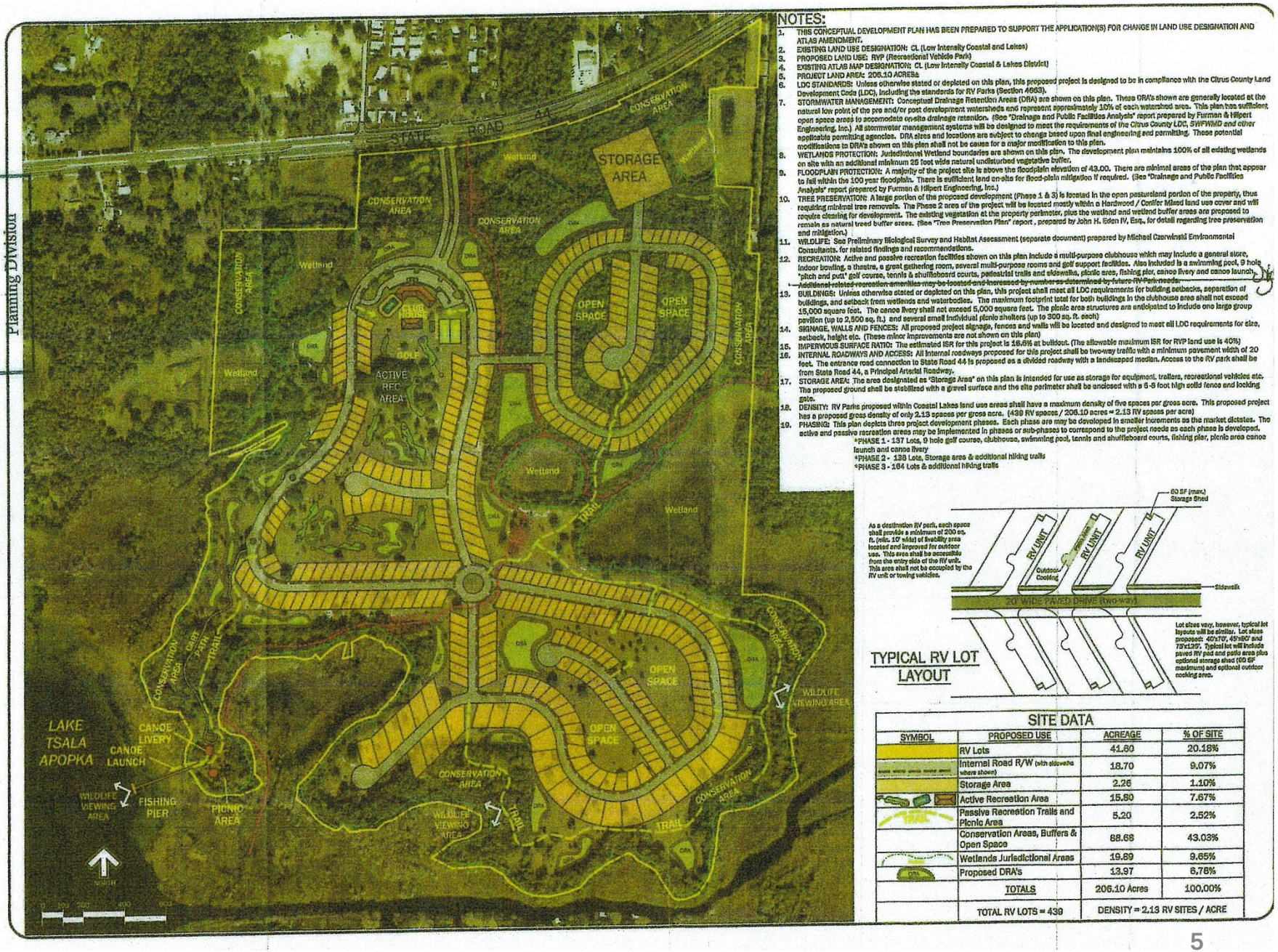

NOTES:

1. THIS CONCEPTUAL DEVELOPMENT PLAN HAS BEEN PREPARED TO SUPPORT THE APPLICATION(S) FOR CHANGE IN LAND USE DESIGNATION AND ATLAS AMENDMENT.
2. EXISTING LAND USE DESIGNATION: CL (Low Intensity Coastal and Lakes)
3. PROPOSED LAND USE: RVP (Recreational Vehicle Park)
4. EXISTING ATLAS MAP DESIGNATION: CL (Low Intensity Coastal & Lakes District)
5. PROJECT LAND AREA: 206.10 ACRES±
6. LDC STANDARDS: Unless otherwise stated or depicted on this plan, this proposed project is designed to be in compliance with the Citrus County Land Development Code (LDC), including the standards for RV Parks (Section 4663).
7. STORMWATER MANAGEMENT: Conceptual Drainage Retention Areas (DRA) are shown on this plan. These DRA's shown are generally located at the natural low point of the pre and/or post development watersheds and represent approximately 10% of each watershed area. This plan has sufficient open space areas to accomodate on-site drainage retention. (See "Drainage and Public Facilities Analysis" report prepared by Furman & Hilpert Engineering, Inc.) All stormwater management systems will be designed to meet the requirements of the Citrus County LDC, SWFWMD and other applicable permitting agencies. DRA sizes and locations are subject to change based upon final engineering and permitting. These potential modifications to DRA's shown on this plan shall not be cause for a major modification to this plan.
8. WETLANDS PROTECTION: Jurisdictional Wetland boundaries are shown on this plan. The development plan maintains 100% of all existing wetlands on site with an additional minimum 25 foot wide natural undisturbed vegetative buffer.
9. FLOODPLAIN PROTECTION: A majority of the project site is above the floodplain elevation of 43.00. There are minimal areas of the plan that appear to fall within the 100 year floodplain. There is sufficient land on-site for flood-plain mitigation if required. (See "Drainage and Public Facilities Analysis" report prepared by Furman & Hilpert Engineering, Inc.)
10. TREE PRESERVATION: A large portion of the proposed development (Phase 1 & 3) is located in the open pastureland portion of the property, thus requiring minimal tree removals. The Phase 2 area of the project will be located mostly within a Hardwood / Conifer Mixed land use cover and will require clearing for development. The existing vegetation at the property perimeter, plus the wetland and wetland buffer areas are proposed to remain as natural treed buffer areas. (See "Tree Preservation Plan" report , prepared by John H. Eden IV, Esq., for detail regarding tree preservation and mitigation.)
11. WILDLIFE: See Preliminary Biological Survey and Habitat Assessment (separate document) prepared by Michael Czerwinski Environmental Consultants, for related findings and recommendations.
12. RECREATION: Active and passive recreation facilities shown on this plan include a multi-purpose clubhouse which may include a general store, indoor bowling, a theatre, a great gathering room, several multi-purpose rooms and golf support facilities. Also included is a swimming pool, 9 hole "pitch and putt" golf course, tennis & shuffleboard courts, pedestrial trails and sidewalks, picnic area, fishing pier, canoe livery and canoe launch. ~~Additional related recreation amenities may be located and increased by number as determined by future RV Park needs.~~
13. BUILDINGS: Unless otherwise stated or depicted on this plan, this project shall meet all LDC requirements for building setbacks, separation of buildings, and setback from wetlands and waterbodies. The maximum footprint total for both buildings in the clubhouse area shall not exceed 15,000 square feet. The canoe livery shall not exceed 5,000 square feet. The picnic area structures are anticipated to include one large group pavilion (up to 2,500 sq. ft.) and several small individual picnic shelters (up to 300 sq. ft. each)
14. SIGNAGE, WALLS AND FENCES: All proposed project signage, fences and walls will be located and designed to meet all LDC requirements for size, setback, height etc. (These minor improvements are not shown on this plan)
15. IMPERVIOUS SURFACE RATIO: The estimated ISR for this project is 16.6% at buildout. (The allowable maximum ISR for RVP land use is 40%)
16. INTERNAL ROADWAYS AND ACCESS: All internal roadways proposed for this project shall be two-way traffic with a minimum pavement width of 20 feet. The entrance road connection to State Road 44 is proposed as a divided roadway with a landscaped median. Access to the RV park shall be from State Road 44, a Principal Arterial Roadway.
17. STORAGE AREA: The area designated as "Storage Area" on this plan is intended for use as storage for equipment, trailers, recreational vehicles etc. The proposed ground shall be stabilized with a gravel surface and the site perimeter shall be enclosed with a 6-8 foot high solid fence and locking gate.
18. DENSITY: RV Parks proposed within Coastal Lakes land use areas shall have a maximum density of five spaces per gross acre. This proposed project has a proposed gross density of only 2.13 spaces per gross acre. (439 RV spaces / 206.10 acres = 2.13 RV spaces per acre)
19. PHASING: This plan depicts three project development phases. Each phase are may be developed in smaller increments as the market dictates. The active and passive recreation areas may be implemented in phases or sub-phases to correspond to the project needs as each phase is developed.
    - *PHASE 1 - 137 Lots, 9 hole golf course, clubhouse, swimming pool, tennis and shuffleboard courts, fishing pier, picnic area canoe launch and canoe livery
    - *PHASE 2 - 138 Lots, Storage area & additional hiking trails
    - *PHASE 3 - 164 Lots & additional hiking trails

TYPICAL RV LOT LAYOUT

SITE DATA

SYMBOL	PROPOSED USE	ACREAGE	% OF SITE
	RV Lots	41.60	20.18%
	Internal Road R/W (with sidewalks where shown)	18.70	9.07%
	Storage Area	2.26	1.10%
	Active Recreation Area	15.80	7.67%
	Passive Recreation Trails and Picnic Area	5.20	2.52%
	Conservation Areas, Buffers & Open Space	88.68	43.03%
	Wetlands Jurisdictional Areas	19.89	9.65%
	Proposed DRA's	13.97	6.78%
	TOTALS	206.10 Acres	100.00%
	TOTAL RV LOTS = 439	DENSITY = 2.13 RV SITES / ACRE	

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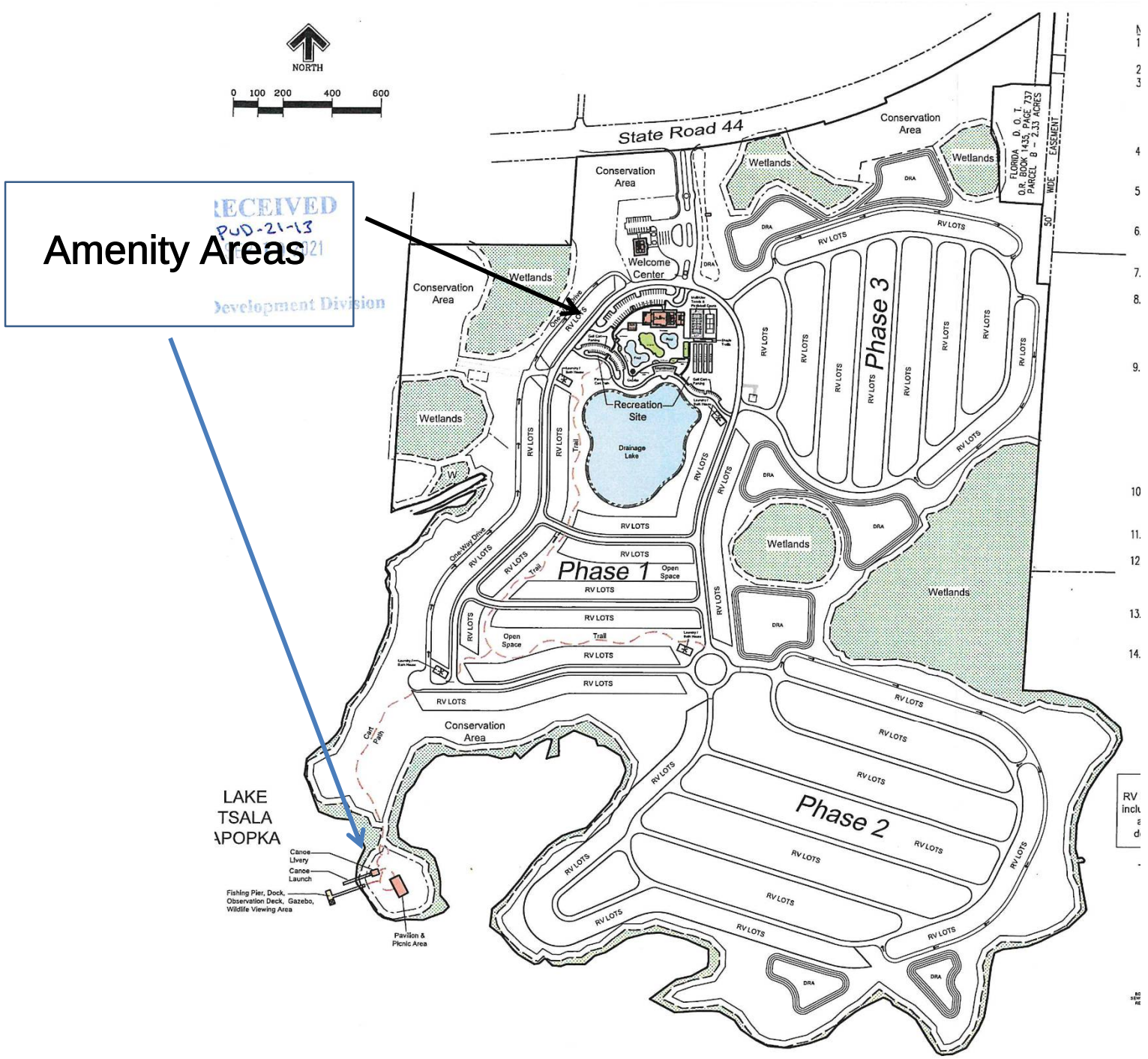

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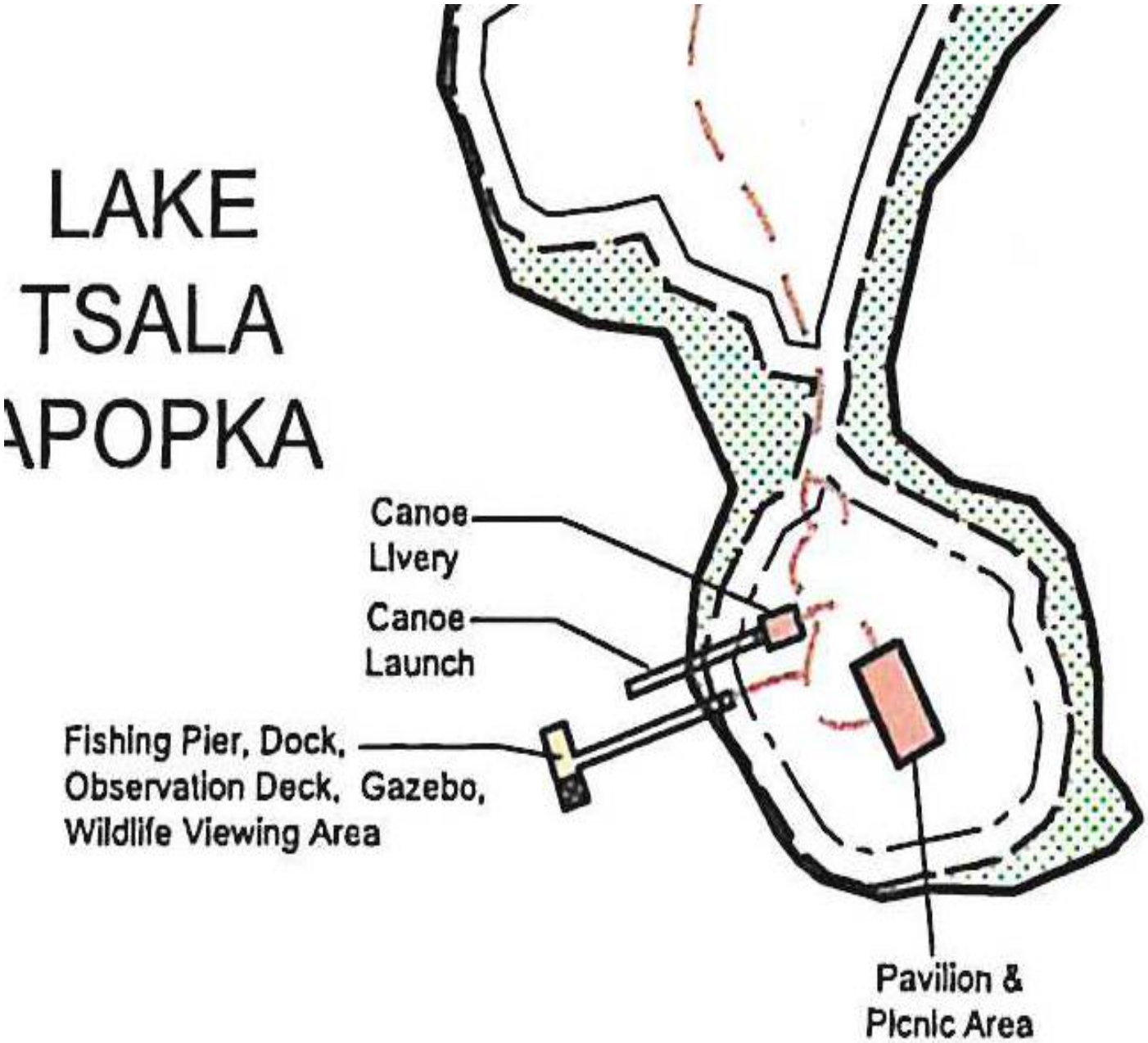

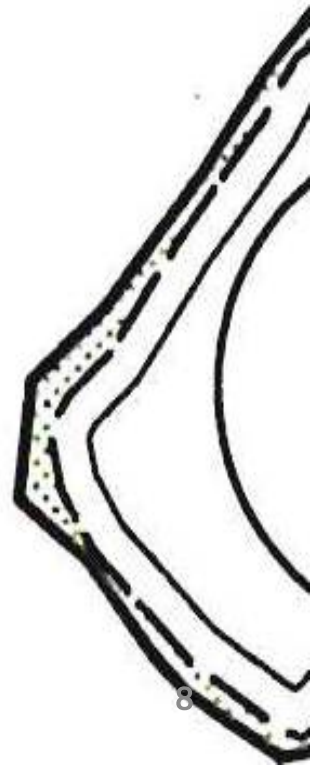

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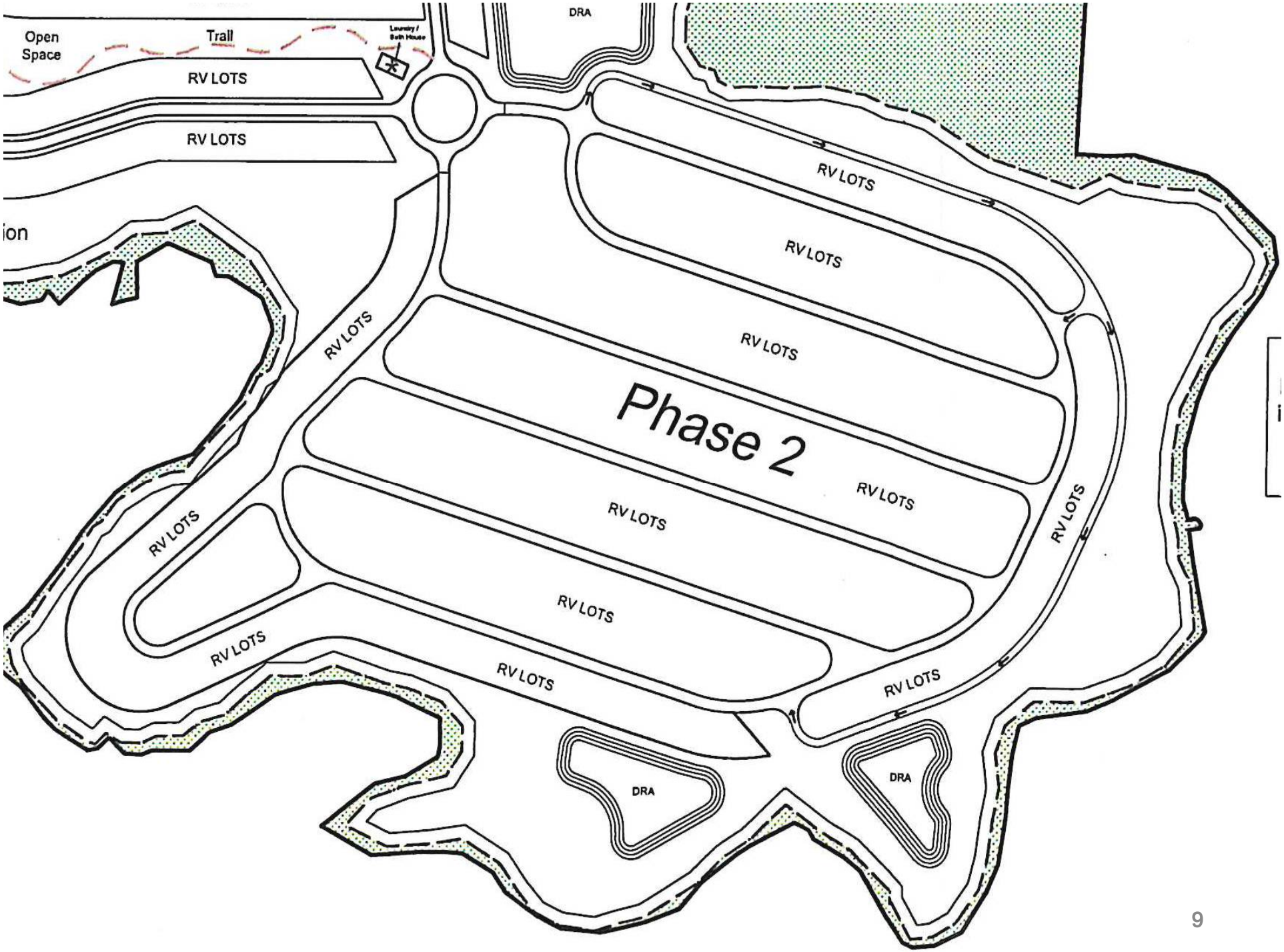

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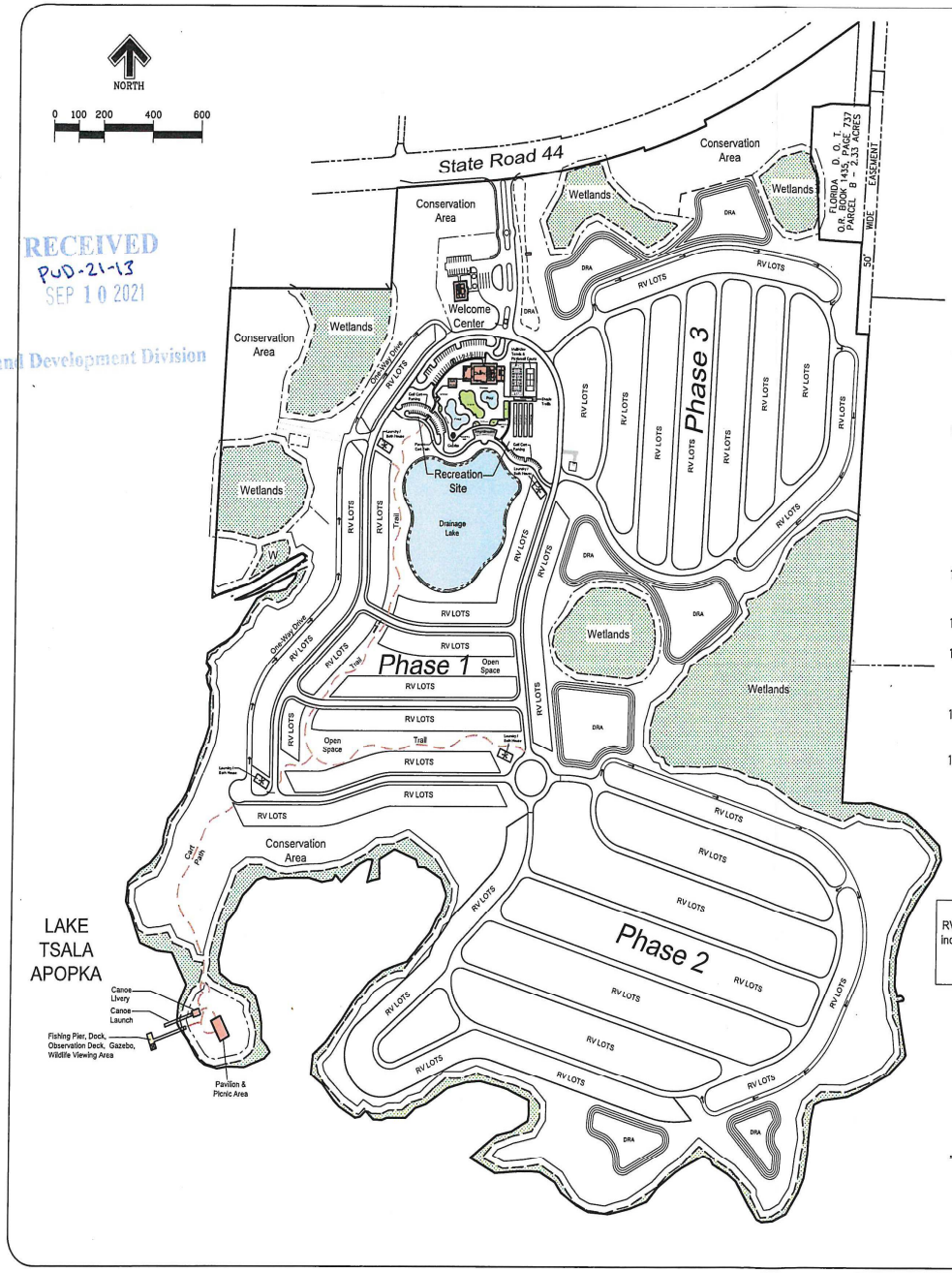

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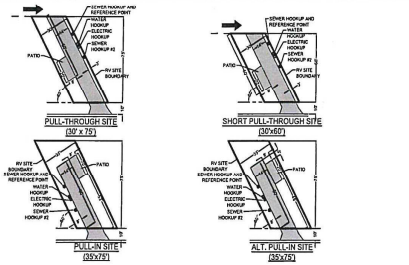
NOTES:

1. THE DEVELOPMENT AREAS AND RECREATION SITE PLAN SHOWN ARE CONCEPTUAL ONLY AND MAY BE MODIFIED AS THOSE PROJECT AREAS ARE ENGINEERED.
2. TOTAL PROJECT LAND AREA: 234 ACRES±.
3. STORMWATER MANAGEMENT: Drainage Retention Areas are planned to be located primarily within the proposed interior manmade lined lake areas and other open space areas. This plan has sufficient open space areas to accommodate on-site drainage retention. DRA sizes and locations are subject to change based upon final engineering and permitting. Potential modifications to DRA's shown on this plan shall not be cause for a major modification to this plan.
4. WETLANDS PROTECTION: Jurisdictional Wetland boundaries are shown on this plan. The development plan maintains 100% of all existing wetlands on site with an additional minimum 25 foot wide natural undisturbed vegetative buffer.
5. FLOODPLAIN PROTECTION: A majority of the project site is above the floodplain elevation of 43.00. There are minimal areas of the plan that appear to fall within the 100 year floodplain. There is sufficient land on-site for flood-plain mitigation if required.
6. TREE PRESERVATION: Trees are proposed to be preserved within the wetland areas of the site and wetland buffer areas as required by permitting agencies. Additional tree preservation and mitigation standards shall follow the requirements of the Citrus County LDC.
7. WILDLIFE: See Preliminary Biological Survey and Habitat Assessment (separate document) prepared by Michael Czerwinski Environmental Consultants. for related findings and recommendations.
8. RECREATION: The primary proposed active and passive recreation facilities and locations are shown on this plan. The recreation facilities shown within the Phase 1 project areas may be developed as sub-phases of Phase 1, 2 & 3 development. Any additional future recreation components (not shown on the plan) in Phase 1, 2 and 3 areas may be allowable provided that they are located outside of conservation or wetlands areas, unless otherwise allowed, and meet LDC standards.
9. BUILDINGS: Proposed buildings shown on this plan shall meet all Citrus County LDC requirements for building setbacks, separation of buildings, and setback from wetlands and waterbodies. The proposed building uses and size limitations shown on the Preservation Point RV Resort Conceptual Site Plan, may have minor modifications during the final design of the buildings. Proposed building sizes: (Welcome Center: 3,600 SF± including porches; Clubhouse Site total of all buildings shall not exceed 15,000 SF; Lakeside Recreation Area Pavilion, Canoe Livery and Fishing Pier Gazebo total of all buildings shall not exceed: 4,900 SF; Laundry / Bath Houses sized per need – locations to be determined). The Clubhouse building may include a general store and catering kitchen for use by the RV Resort guests and not the general public. The fishing pier, dock and canoe launch area improvements are for the use of the RV Resort guests and not the general public.
10. SIGNAGE, WALLS AND FENCES: All proposed project signage, fences and walls will be located and designed to meet all Citrus County LDC requirements for size, setback, height etc. (These minor improvements are not shown on this plan)
11. IMPERVIOUS SURFACE RATIO: The project site shall not exceed the allowable ISR per the Citrus County Land Development Code.
12. INTERNAL ROADWAYS AND ACCESS: All internal roadways proposed for this project shall be one or two-way traffic with a minimum pavement width based upon requirements for the type of use and traffic flow. The entrance road connection to State Road 44 is proposed as a divided roadway with a landscaped median. Access to the RV park shall be from State Road 44, a Principal Arterial Roadway.
13. DENSITY: *Per the Citrus County Land Development Code, RV Parks shall have a maximum density of ten spaces per gross acre* The proposed plan meets the density allowances as allowed by the Citrus County LDC, Comprehensive Plan and applicable State Statutes.
14. PHASING: This plan depicts three project development phase areas. Each phased area may be developed in smaller increments as the market dictates. Each phase or sub-phase will include the construction of related drives, stormwater, utilities, etc. required to serve that development area. The recreation facilities shown within the Phase 1 project areas may be developed as sub-phases of Phase 1, 2 & 3 development.

PHASE 1:	To be determined
PHASE 2:	To be determined
PHASE 3:	To be determined
TOTAL RV Sites:	1,000 Maximum Total RV Sites

TYPICAL RV SITE TYPES

RV Site Development areas will incorporate a mix of RV Site types and sizes. The RV Lot details shown below do not include all possible RV lot configurations or sizes. Individual RV Sites shall have a minimum area of 1,500 square feet and a minimum width of 30 feet per the Citrus County Land Development Code. A storage shed (not shown on details) shall be permitted within a recreational vehicle space, provided it does not exceed 60 square feet in area.



PLAN REVISIONS: DESCRIPTION / DATE

Conceptual Site Plan
September 9, 2021

Preservation Point
RV Resort
Citrus County, Florida

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:	09/09/21
SCALE:	1"=200'

SHEET
L1 OF 1

Attachment: BCC pp (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

PM2-21-146
REVISED

DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
STAFF FINDINGS REPORT
TO THE
BOARD OF COUNTY COMMISSIONERS

PLANNED UNIT DEVELOPMENT APPLICATION NO. – PUD-21-13
John H. Eden, IV for New Horizon Funding, Inc.

DATE: November 15, 2021
PREPARED BY: Joanna L. Coutu, AICP, Director; Land Development Division

REQUEST FOR AN AMENDMENT TO AN EXISTING PLANNED UNIT DEVELOPMENT:

REQUEST:	A request to modify the Land Development Code Atlas and the Master Plan (Planned Unit Development–PUD) known as Preservation Point (CPA/AA/PDO-11-03) for multiple items including revising the number of RV units, configuration, recreation and phasing. This request is made pursuant to Section 4300, Planned Unit Developments (PUD) of the Citrus County Land Development Code.
SUBJECT PROPERTY	Sections 14 and 15, Township 19 South, Range 20 East; more specifically a portion of Parcel 10000. A complete legal description is on file with the Land Development Division.
ACREAGE	Approximately 234 acres
FUTURE LAND USE DESIGNATION/LAND DEVELOPMENT CODE ATLAS DESIGNATION:	RVP, Recreational Vehicle Park District
SURROUNDING COMPREHENSIVE PLAN (GFLUM) DESIGNATIONS:	North – CLC, Coastal and Lakes Commercial District; MHP, Mobile Home Park District; CL, Low Intensity Coastal and Lakes District; TCU, Transportation/Communication and Utilities District; and GNC, General Commercial District South - CL District; and CLR District East – CL District West – CL District
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	North – CLC, Coastal and Lakes Commercial District; MHP, Mobile Home Park District; CL, Low Intensity Coastal and Lakes District; CLR, Coastal and Lakes Residential District South - CL District East – CL District and TCU District West – CL District

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SURROUNDING EXISTING USES:	North – E. Gulf to Lake Highway (SR-44); Mobile Home Parks; vacant and improved residential sites, retail store; fraternal lodge South – water body; vacant and improved residential sites East – vacant residential sites; drainage retention area West – water body; vacant and improved residential sites; drainage retention area

CHARACTERISTICS OF THE SUBJECT PROPERTY

According to the *Soil Survey of Citrus County* (1988), the soil types in the area are primarily Tavares and Astatula fine sands (0 to 5 percent slopes) and Astatula fine sand (5 to 6 percent slopes). Limitations to building site development are only slight, and occasionally moderate due to slope. The subject property appears to be primarily located in Flood Zone X, with some A zone areas (generally reflected as wetlands or water on the master plan), as found on the Flood Insurance Rate Map 12017C0358D.

BACKGROUND AND ANALYSIS

The application site was approved for an RV park in 2011 via application CPA/AA/PDO-11-03 for up to 439 RV sites with phasing and multiple conditions. The site was not developed, and pursued annexation into the City of Inverness. The Inverness City Council approved the site for a revised site plan and conditions as an RV park. The annexation was overturned by Court ruling, and at this time the applicant has requested a revision of the original site plan approval and conditions to better serve his current plans for development.

The previous PDO has not yet expired as the applicant has pursued legislative extensions outlined in Florida Statutes. As such, the analysis and conditions will reflect changes from that plan.

The subject property lies on SR-44 (E Gulf to Lake Highway), a Principal Arterial roadway that is State-maintained. The applicant has received approval from FDOT for driveway access with acceleration/deceleration lanes that were recently constructed. It contains approximately 206 acres, of which approximately 19.9 acres are wetlands indicated on the Master Plan. There is a large amount of waterfront, and the application includes some water recreation components such as a dock, fishing pier and kayak/canoe launch.

1. **Concurrency:**

   - Sanitary Sewer and Potable Water– The applicant indicates that the proposed RV park will be served by central utilities from the City of Inverness, and has provided confirmation that there will be adequate capacity to serve the proposed development.

   - Solid Waste – The property will utilize commercial solid waste collection with disposal in the Citrus County landfill.

   - Drainage – The site will be designed with an onsite drainage plan and will meet Southwest Florida Water Management District (SWFWMD) and/or Engineering Division requirements.

2. **Consistency with Comprehensive Plan** – All development applications shall demonstrate complete compliance with the Comprehensive Plan. Staff has found that the application is consistent with the following Policies:

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Policy 17.2.7 *The County shall guide future development to the most appropriate areas, as depicted on the FLUM, specifically those with minimal environmental limitations and the availability of necessary services.*

Staff Response: The site was previously approved as an RV park and is requesting a revised site plan that is proposed to meet LDC standards as outlined. The application proposes to maintain all existing wetlands and contains buffer areas along all jurisdictional lines. It will be served by central water and sewer services from the City of Inverness.

Policy 17.6.12 Recreational vehicle (RV) parks and campgrounds shall be designed according to a detailed master plan, shall preserve a minimum of 30 percent of the property in open space, shall provide a minimum of an additional 10 percent of the property as recreation areas, and generally shall conform to the commercial development standards in the Land Development Code. The number of RV units or campsites approved in a park does not confer any vested residential development rights. In order to minimize the adverse impact of development on the resources and natural features of the Coastal, Lakes, and Rivers Region, the LDC shall be amended to include additional review criteria for all new RVP projects located in this region. Such criteria may include:

- Restrictions on density
- Enhanced open space requirements
- Wetland protection
- Upland preservation
- Clustering
- Connection to regional central water and sewer service

Staff Response: The applicant has confirmed that these minimum open space standards will be met (see detailed LDC review below). As noted, the site protects all wetlands and proposes connection to regional central water and sewer service with the City of Inverness.

3. **Impacts on Affordable Housing** – The proposal will not impact permanent affordable housing, as only transient housing is proposed.

4. **Compatibility with Adjacent Land Uses** – The site was previously approved as an RV park and does not require a land use change for this proposal. However, the site does propose an increase in intensity with the number of RV units as outlined elsewhere in this report.

5. **Environmental** – A tree preservation plan will be required at the time of permitting that includes analysis of any specimen trees that may be located on the site. A biological study will be required at time of permitting. If any gopher tortoises or other protected species are found onsite, the applicant will need to coordinate with the Florida Fish and Wildlife Conservation Commission (FWC).

6. **Consistency with the Land Development Code (LDC):** The master plan proposes three phases (and additional sub-phases) of development along with various amenities. The amended RV park plan was evaluated using the standards of LDC Section 3310, Recreational Vehicle Parks, which includes acreage, density, open space, passive

Attachment: BCC Staff Report and Locator Map (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

recreation, active recreation, amenities, parking areas, landscaping, buffers, convenience establishments, and ground area coverage (these standards are discussed below).

- ***Minimum Land Area:*** The application proposes development on approximately 234 acres, while the previous Master Plan contained 206.1 acres. This appears to be based on a more exact calculation of wetland and waterbody areas rather than any increase in development area on the site.

- ***Open Space:*** The applicant has noted that the minimum requirement of 30 percent of open space will be met. Open space is not specifically delineated, so this will need to be demonstrated at the time of permitting of each phase/sub-phase. The existing Master Plan proposed 45 percent open space, in excess of LDC standards. No deviation is being requested for open space.

- ***RV Spaces*:** LDC Section 3310 states that an RV park may have a maximum intensity of seven spaces per gross acre. The site consists of 234 acres, of which approximately 214 acres appears to be uplands for a maximum allowable number of units of 1,498 RV spaces. While the application does not exceed the maximum that may be requested, the development constraints on the site and the overall conservation/open nature of this area would appear to warrant some reduction in practical numbers to less than 1,000 spaces as currently proposed. A more practical maximum number, taking into account the design constraints, would also serve to address compatibility with the surrounding lakes/low density area. There are several mobile home parks across the street from this site, and while the use would certainly appear to be compatible with those uses, the overall number of RV spaces may be reduced while still obtaining the RV space sizes and development desired by the applicant.

  Maximum Allowable RV Spaces: up to 7 spaces/acre (1,498 spaces on upland areas)
  Existing Approved RV Spaces: 439 spaces
  Proposed RV Spaces: 1,000 spaces

  There are several types of RV space sizes, with some being pull-in spaces and others being pull-through spaces. These have not been specifically noted on the Master Plan, and total numbers of each type are also not yet identified. The applicant also notes that there may be other space layouts that are not indicated, but that all will comply with the LDC minimum width of 30 feet and minimum size of 1,500 square feet. These specific sizes will need to be demonstrated at the time of permitting of each phase. No deviation is being requested for density or minimum site area.

- **Landscape Buffers:** The master plan does not currently indicate buffers, which will be required along the east and west property lines as a minimum 15-foot wide Type "C" landscape buffer which abut residentially designated property. (The existing Master Plan required these buffers along all upland property lines). These buffers may be of natural vegetation, with new plants only being placed where the natural vegetation may be deficient. There is a substantial amount of wetlands on each of these areas, which should also serve to meet buffer standards, and the conservation and wetland areas along SR-44 should also meet this requirement. No deviation is being requested for landscape buffers.

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- ***Washroom/Bath Facilities:*** LDC Section 3310 states that RV parks must have toilet, washroom, or bath facilities within 300 feet of any RV spaces. The applicant had noted that this standard will be met, but following the PDC hearing has requested relief from this standard.

- ***Passive/Active Recreation:*** There are changes between the existing and proposed recreation components as outlined below.

Existing and Proposed Recreation Components (represented by strikethrough/underline)

- ~~9-hole golf course (changed to 12-hole course via Minor Modification in 2017)~~
- Clubhouse/General Store
- Swimming Pools
- Fishing Pier
- Picnic Area
- ~~Hiking Trails~~ Cart Paths
- Canoe Launch
- Canoe Livery
- Welcome Center
- Amphitheater
- Catering Kitchen
- Bocce
- Multi-Use Tennis and Pickleball Courts

The applicant is not requesting a deviation from LDC standards for recreation, which will need to be demonstrated at the time of permitting for each phase. Staff have advised the applicant that at a minimum the clubhouse/swimming pool(s) and/or picnic area/fishing pier should be available for the first phase of RV site development so that the early occupants have a recreation component.

It is noted that the Master Plan includes the following statement:

Any additional future recreation components (not shown on the plan) in Phase 1, 2 and 3 areas may be allowable provided that they are located outside of conservation or wetlands areas, unless otherwise allowed, and meet LDC standards.

Staff has no concerns with an increase in on-site recreation, as it is understood that plans may change as it is developed. Any proposed on-site recreation should be specifically limited to residents of the site and should be a use that would be commonly accepted as an RV park amenity.

- ***Access Management/Transportation*:** The subject parcel takes access from SR-44 and has already received FDOT approval and constructed this entrance with acceleration/deceleration lanes. All RV spaces will take access from internal drives only, which have been conceptually placed throughout the site. As this is a conceptual plan, staff would suggest consideration of a condition that will allow some modification of these internal drives when each phase is designed and developed, provided that there is not an overall significant impact to the Master Plan. No deviation is being requested for Access Management/Transportation.

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- ***Impervious Surface*:** The proposed master plan indicates that Impervious Surface Ratio (ISR) requirements will be met as per the Land Development Code. The LDC outlines an ISR of no more than 40 percent, which will need to be demonstrated at time of permitting for each phase. (The existing Master Plan proposed approximately 16.6% impervious surface). No deviation is being requested for ISR.

- **Stormwater Management**: The proposed master plan includes a central drainage lake, with other drainage retention areas conceptually placed throughout the site. LDC and/or SWFWMD standards will need to be demonstrated at the time of permitting for each phase/sub-phase.

- **Buildings/Accessory Structures**: The application includes multiple permanent buildings with maximum sizes proposed as outlined below:

Proposed Building Use	Previously Approved Size	Proposed Size
Welcome Center	Not included on plan	3,600 SF including porches
Clubhouse	15,000 SF	15,000 SF
Canoe Livery	5,000 SF	4,900 SF

Staff has no concerns regarding these size limitations. In addition, the applicant would like to continue the allowance for a storage shed in each RV space up to 60 square feet (SF). This is outlined in the LDC and on the previously approved Master Plan.

- **Other Considerations**: The applicant has proposed removal of multiple existing conditions that require the site to remain under one owner, outline specific covenants of condominium ownership, prohibit motorized vessel launching from the dock, and require a notation about the possibility of public burning should be disclosed on any plat. Staff has no concerns with removal of these items, each of which do not seem to be applicable to an RV park in this area.

Fire Plan Review Comments:

- If central water (6" water main) is within 1200' curbline distance of the buildings, a fire hydrant is required.
- Fire department access roads shall be 20' minimum in width.
- All points of a building to be within 150' of fire department access road and entry door within 50'.
- Fire department access roads shall be designed and maintained to support the imposed load of fire department apparatus and shall be provided with an all-weather driving surface.
- Entry gate required to open upon a siren and contain a knox box.

SUMMARY OF AGENCY COMMENTS: This application does not include a comprehensive plan amendment, so is not required to be routed to State agencies for comment. The Environmental Health Office (State of Florida) has reviewed the application and had no objection, while noting that the applicant will need to comply with all other Federal, State, or Local permitting required for development of the project.

SUMMARY OF PUBLIC COMMENTS: Public comments have not been received as of the writing of the staff report.

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PROPOSED FINDINGS OF FACT – PLANNED UNIT DEVELOPMENT

Staff reviewed this application under the standards of Section 4300, Planned Unit Developments (PUD), and Section 3310, Recreational Vehicle Parks, of the LDC. The PDC may recommend, and the BCC may adopt, modified conditions of approval pursuant to LDC Section 4302, PUD Approval Procedures, when in the public interest and expressed in formal findings of fact. The reviewing body shall approve, approve with modifications and/or conditions, or disapprove the amendment to the Planned Unit Development. The reviewing body shall enter its reasons for such action in its record. As evidence, the following findings of facts are cited.

A. **Only uses which are consistent with the Comprehensive Plan may be approved as a PUD.** *The site is an existing RV park which proposes revisions to the overall Master Plan and conditions. All proposed uses are consistent with the Comprehensive 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 Master Plan provides the benefit of a Master Plan of Development that serves to safeguard against potential conflicts with existing adjacent land uses. The proposed changes are compatible with the surrounding area provided the maximum number of RV sites is reduced to a more appropriate number that is practical with the somewhat constrained site and open waterfront area.*

C. **Accessory uses shall be permitted as set forth within the approved general concept plan or as found by the Board of County Commissioners to be compatible with an approved plan.** *There are some changes to recreation uses proposed, as outlined in this report. These uses appear to be compatible with the overall Master Plan as proposed.*

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 provided some conceptual language that would allow further development and is aware that any significant changes may require a new PUD amendment.*

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 Master Plan appears to be similar to that of the existing Master Plan (although specific acreage has changed, most likely due to more exact mapping components). The overall design appears compatible with the surrounding waterfront areas, although the maximum number of RV sites may not be obtainable.*

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.**

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1. **Planted turf grass and landscaping on residential lots shall be limited to a maximum of 50% of the upland portion of the lot.**
2. **Turf grasses and landscape vegetation shall be common to the area and drought tolerant.**

N/A. This application is an amendment to an existing Master Plan, and these standards would remain unchanged with this application.

G. **There shall be no specific lot requirements for individual uses; provided, however, that the area designated for any particular use shall be of sufficient size and proportion so as to properly accommodate said use and to provide for adequate open space and buffering between it and an adjacent use.** *The applicant will be required to meet all lot and buffer standards outlined within the Citrus County Land Development Code.*

H. **The maximum height of structures, setbacks, and density within a PUD development shall be as specifically established by the Board of County Commissioners in its approval action.** *The applicant has not requested a deviation of height, setbacks or density as currently outlined in the LDC.*

I. **Approval of the proposed PUD development shall include approval of all maps, diagrams, tables, and reports submitted by the applicant.** *The proposed text and Master Plan are included in this application.*

J. **A planned unit development will terminate within three years of the date of approval if either a site development plan or preliminary subdivision plat application is not filed with the county. If one of these applications is not filed within the specified time frame, the PUD shall be null and void.** *The application has not requested a deviation from this standard.*

PLANNING AND DEVELOPMENT COMMISSION (PDC) RECOMMENDATION: The Planning and Development Commission (PDC) discussed this application on November 4, 2021. The PDC recommended **approval with conditions** of the application by a 7-0 vote. The PDC found that the application is consistent with the requirements of the LDC and 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.

(new language is represented by underline text and strikethrough text indicates deleted language from the existing PUD approval):

1. All development shall be as shown on the ~~Master Development Plan for the Eden RV Resort (date-stamped May 20, 2011)~~ Master Site Plan for Preservation Point RV Resort date-stamped received September 10, 2021, by the Land Development Division, ~~and as required by LDC Section 4663, Recreational Vehicle (RV) Parks/Campgrounds).~~ This Master ~~Development~~ Site Plan shall allow up to 1,000 RV sites and meet all requirements of the Land Development Code and Comprehensive Plan unless otherwise authorized in these conditions. ~~include up to 439 RV spaces, a private twelve-hole golf course, and related infrastructure and amenities. The following phases is proposed:~~

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~~a. Phase 1 – 124 sites, 12-hole golf course, clubhouse, swimming pool, fishing piper, and picnic area~~
~~b. Phase 2 – 151 sites, storage area~~
~~c. Phase 3 – 164 sites, hiking trails, canoe launch and canoe livery.~~

2. Minor modifications to the approved Master Development Plan may be approved by the Director of the Land Development Division as outlined in the LDC. ~~Section 2273, Modification of a Planned Development Overlay. Major modifications to the approved Master Development Plan shall require reapplication~~.

3. RV space size shall be as outlined on the Master Plan, or of similar design to meet LDC requirements.

~~3.~~ 4. ~~All requirements for development are as specified within the Land Development Code unless otherwise specified within these conditions of approval or on the approved Master Plan.~~

~~4. The possibility of smoke and other risks due to the use of controlled burns on public conservation areas must be disclosed to all buyers. Disclaimers specifically addressing smoke and the use of controlled burns on public lands must be provided on the final plat and in all deeds.~~

~~5. Special events must meet the requirements of the Citrus County Noise Ordinance.~~

~~6. No motorized vessels will be allowed to be launched from the proposed facility.~~

~~7. Signage is limited to one free standing sign on SR-44 and must meet the requirements of LDC Section 7000.~~

~~8. The entire property must be maintained in single ownership. Subdivision for any purpose other than to establish conservation easements will render approval of the master plan null and void.~~

~~9. Covenants of Condominium must include the following provisions:~~

~~a. All resort residents (with sole exception of an on-site manager within their own private residence) must evacuate during all mandatory evacuations as ordered by County officials~~
~~b. Occupancy is limited to a maximum of 180 consecutive days.~~
~~c. All motor homes must be maintained in a road ready condition.~~
~~d. No permanent structures may be affixed to the motor homes.~~

~~Wetlands, Buffers and Open Space~~

~~10.~~ 4. ~~A minimum of forty-five percent (45%) of the gross site area shall be preserved as open space, as delineated on the Master Development Plan. To the greatest extent possible and to meet the requirements of LDC Section 4663, the site design shall provide open space beyond this minimum. The open space shall include the following:~~
~~a. Tree buffer and trail system shall be allocated to passive recreation.~~

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b. Open space and buffers ~~and non-recreation~~ shall meet ~~the~~ minimum LDC ~~Section 4663 definition of open space~~ standards, demonstrated at the time of permitting of each phase/sub-phase.

~~c. All of the wetland areas identified on the Boundary & Jurisdictional Survey shall be protected.~~

~~11.~~ 5. A 25 foot natural undisturbed vegetative buffer must be maintained along all wetland lines. This buffer must be clearly marked at all times during construction. Silt fence must be installed prior to clearing and maintained until all surfaces are stabilized.

~~12.~~ 6. Type "C" landscape buffers, or the equivalent, are required along all ~~upland~~ property lines abutting residential development, which may also use existing vegetation to meet this standard. ~~Utility, maintenance and/or storage (boat/vehicle) areas are required to have at least the equivalent of a type "D" landscape buffer where it abuts adjacent properties.~~

~~13.~~ 7. All structures, including storage sheds, utility buildings, restrooms and commercial buildings must maintain at least a 35-foot setback to all JD wetland lines. A berm and swale that meets LDC requirements must be maintained between any structure less than 50-feet from the wetland, and the wetland. ~~Motor home sites bordering wetlands must be designed so the pads drain away from the wetlands.~~

~~14. The developer must create a cooperative association, property owner's association, or other appropriate legal entity that shall be responsible for the maintenance and upkeep of common open space in perpetuity. Recordable instruments providing for these common ownership lands shall be submitted for review with the application for a development order.~~

~~**Landscaping and Tree Preservation**~~

~~15. A landscaping and irrigation plan that demonstrates compliance with LDC 4300 standards and the following conditions must be submitted and approved by the TRT prior to issuance of site development permit.~~

~~a. Only low water use plants shall be utilized within required buffers. Low water use plants do not need supplemental water beyond natural rainfall after initial establishment. All turf grass must be drought-tolerant.~~

~~b. Landscaping and irrigation systems shall be consistent with the Florida-Friendly Landscaping principles.~~

~~c. Irrigation plans must be designed, operated, and maintained according to the Florida Green Industries Best Management Practices for Protection of Water Resources in Florida (2002).~~

~~d. All automatic irrigation systems shall be designed to avoid runoff, over spray, or comparable conditions where water flows onto/over non-irrigated areas or impervious surfaces. Only drip, micro-spray, or other low volume emitters are permitted within parking lot landscape islands or within ten feet of any impervious surface.~~

~~e. Moisture sensing and/or rain shut-off switch equipment are required. Said equipment shall consist of an automatic mechanical or electronic sensing device or switch that will override the irrigation cycle of the sprinkler system when adequate rainfall has occurred.~~

~~f. All landscape vegetation must be native or drought tolerant.~~

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~~16. Invasive exotic plant species listed as Category I or Category II by the Florida Exotic Pest Plant Council shall not be used for installed plantings.~~

~~17. Removal and mitigation for specimen tree identified within the Tree Survey (date stamped April 1, 2011) shall be addressed at time of permitting. Mitigation shall be required to meet the standards of LDC Section 4350, Reforestation Standards, and Section 4341, Mitigation Requirements.~~

~~18. The golf course design, construction, and management shall be consistent with Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses (FDEP, 2007).~~

~~Structures~~

~~19.~~ 8. Design of all commercial and recreational facilities must meet LDC requirements for setbacks, parking, access management, and landscaping as required at the time of permitting. Exceptions to the requirements of the LDC are only as specified in these conditions.

a. The clubhouse shall be limited to a maximum of 15,000 square foot structure, provided in one or more buildings and related recreational amenities.
b. The welcome center shall be no more than 3,600 SF including porches.
c. The canoe livery shall be limited to a 5,000 square foot structure.
~~d. All requirements of the LDC for commercial buildings shall be met.~~
~~e. The storage area shall be limited to the 2.26 acre site as shown on the master plan. A twenty-five foot wetland buffer shall be maintained along the east and west sides.~~
~~f.~~ d. Proposed recreation amenities must meet the standards of the LDC and be of such use as commonly accepted for a recreation amenity associated with use by RV park residents.
~~g. The clubhouse and other amenities on the site must have adequate parking and other design standards as specified in the LDC.~~
e. At a minimum, the first phase of RV sites shall include amenities such as the clubhouse and/or fishing pier/picnic area.
f. Bathhouses may be provided but are not required as outlined in LDC Section 3310.

~~20.~~ 9. Storage sheds not exceeding 60 square feet ~~and an outdoor cooking area~~ shall be permitted within each RV space as optional improvements.

~~21. Neighborhood common areas will include shower and laundry facilities. These facilities shall be located no more than 800 feet from any RV space.~~

~~Traffic and Roadways~~

~~22.~~ 10. Access shall be limited to one entrance from SR-44 (East Gulf to Lake Highway). The gated entrance must meet the requirements of LDC. ~~Section 4244, Gated Entrances.~~

~~23. Improvements to SR-44 are required based on the approved traffic study. Conditions of approval of the traffic study include construction of an eastbound right turn lane at the project~~

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~~driveway and coordination with the FDOT to ensure proper U-turn considerations are provided.~~

~~24.~~ 11. ~~Internal streets shall have 20-foot pavement widths for two-way traffic and include a minimum four-foot wide sidewalk which should be separated from the road by a minimum four-foot wide vegetative buffer. Streets serving less than 30 spaces may be used as part of the pedestrian circulation system.~~ Internal drives must be designed to LDC requirements, which will be reviewed at the time of permitting of each phase/sub-phase. These drive locations may deviate from the layout on the Master Plan provided that they do not significantly impact the overall traffic flow/design.

~~25.~~ 12. The applicant shall provide ~~sidewalks and/or intermodal traffic along the collector road, connecting all commercial and recreational facilities, and connecting with the sidewalk along SR 44. Sidewalks shall be at grade in parking area, of scored concrete or pavers and specifically not striped asphalt.~~ sidewalks, pedestrian trails, cart paths or other pedestrian connections to allow for internal circulation from RV sites throughout the park and the amenity areas.

~~26. A detailed pedestrian circulation system that demonstrates compliance with LDC Section 4663 standards shall be submitted to and approved by the TRT prior to issuance of the site development permit.~~

~~**Utilities, Fire and Stormwater**~~

~~27.~~ 13. The project must be served by regional sanitary sewer and water provided by the City of Inverness.

14. Fire Plan Review conditions must be met as follows, or as otherwise acceptable with the County Fire Services:

- If central water (6" water main) is within 1200' curbline distance of the buildings, a fire hydrant is required.
- Fire department access roads shall be 20' minimum in width.
- All points of a building to be within 150' of fire department access road and entry door within 50'.
- Fire department access roads shall be designed and maintained to support the imposed load of fire department apparatus and shall be provided with an all-weather driving surface.
- Entry gate required to open upon a siren and contain a knox box.

~~28. Fire Department access shall be reviewed and approved by the Fire Rescue Division.~~

~~29. Fire Hydrants shall be provided in accordance with Citrus County Code Section 102.~~

~~30.~~ 15. The storm water management system shall be approved by SWFWMD and/or Citrus County Engineering.

16. A Biological Survey must be submitted at the time of permitting, and any protected species present on site are subject to mitigation permitting by the State of Florida.

Attachment: BCC Staff Report and Locator Map (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)

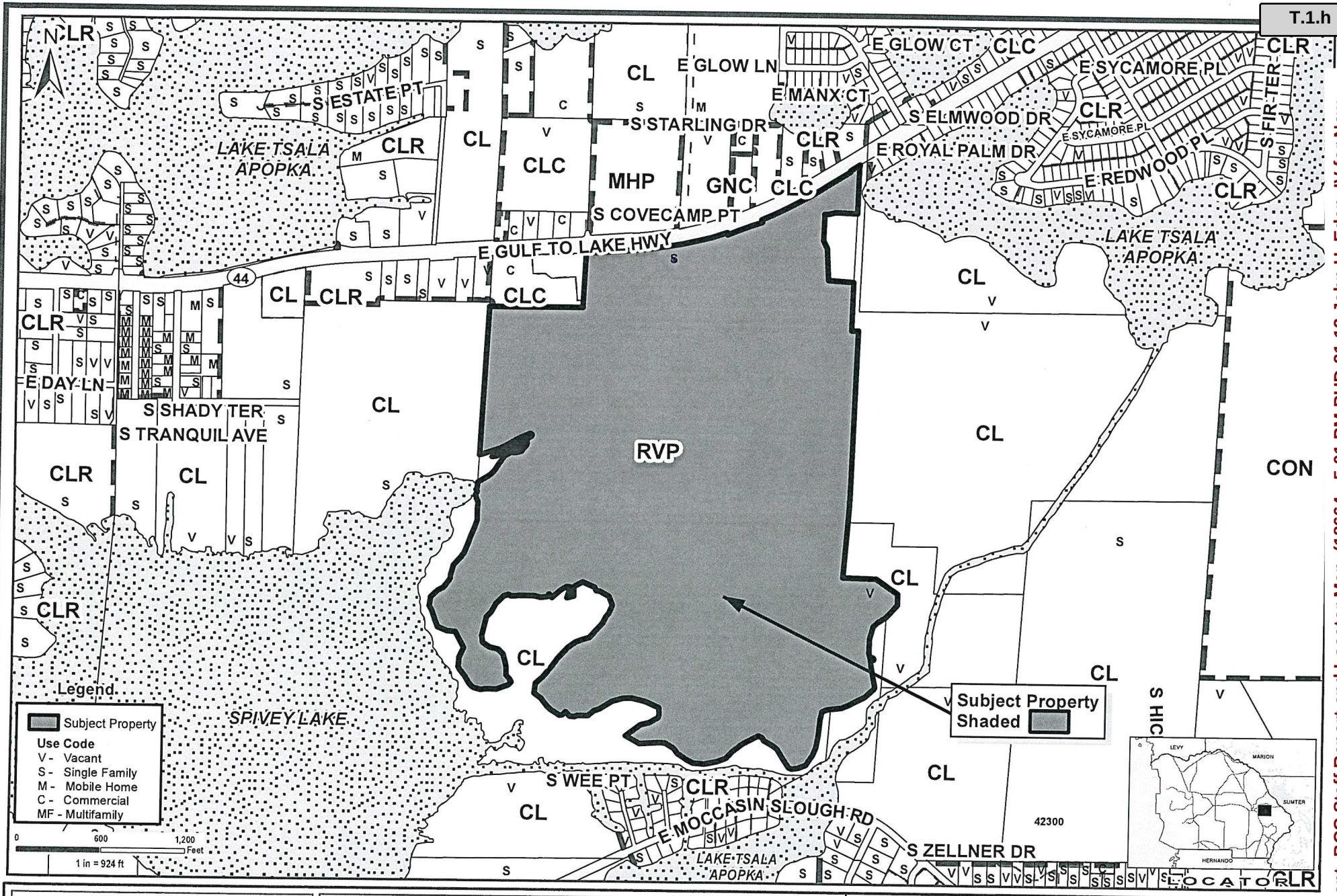
17. All exterior lighting shall be positioned, shielded and hooded so as not to illuminate adjacent properties.

~~**Compliance**~~

~~31.~~ 18. Noncompliance with or any violation of the above referenced conditions as may be determined by Citrus County Code Enforcement Proceedings, may, in addition any penalty imposed by Code Enforcement and subsequent to satisfying all procedural requirements set forth in Section 2223 of the Citrus County Land Development Code, render the Planned Development Overlay null, void, ad of no force or effect.

JLC/cb

Attachment: BCC Staff Report and Locator Map (18664 : 5:01 PM PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.)



Application #: PUD-21-13	**Applicant: John H. Eden, IV for New Horizon Funding, Inc.**
Proposal: Amend LDC Atlas and Master Plan of Preservation Point for multiple items including revising the number of RV units, configuration, recreation and phasing	**Location: 8588 E Gulf to Lake Hwy, Inverness**
	S-T-R -15-19-20 E
Land Use Atlas: Recreational Vehicle Park (RVP)	**Planner Initials:** JL **Date:** 9/21/21

Geographic Information Systems

Prepared By : William Braunsch
Date: September 07, 2021
Source: Enterprise Geodatabase
Map Number: WB0000683

Cynthia P. Skelhorn, Director

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is printed. However, all information provided must be independently verified by the user.

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

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited Partnersh
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

This application is a request to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan from Industrial (IND(to Low Density Residential (LDR, and to amend the Land Development Code Atlas Map from Heavy Industrial (IND) to Low Density Residential (LDR) and to create a new Planned Unit Development on approximately 192.4 acres for single-family residential use.

This application was heard by the Planning and Development Commission on November 18, 2021 and recommended for approval with conditions. This is the transmittal phase of the application. If approved for transmittal, the application will be forwarded to State agencies for comment and return to the BOCC for final adoption at a later date.

BUDGET IMPACT/FUNDING SOURCE:

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

Applicant responsibility

RECOMMENDED ACTION:

a. Conduct a public hearing on December 14, 2021 at 5:05 p.m. to review and discuss CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited Partnership.

b. If approved, authorize staff to transmit application CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited Partnership to the Department of Economic Opportunity and other State agencies for comment.

c. **CPA/AA/PUD-21-15 Steve Luce of EPG Land, LLC for Apollo Beach Investments Limited Partnership**

REQUEST: This request is to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan from Industrial (IND) to Low Density Residential (LDR), to amend the Land Development Code Atlas Map from Heavy Industrial (IND) to Low Density Residential (LDR) with a Planned Unit Development for single-family residential uses.

LOCATION: Sections 25 and 36, Township 17 South, Range 18 East; and Sections 30 and 31, Township 17 South, Range 19 East; more specifically, Parcel 12000 lying in Section 25, and Parcel 11000 lying in Section 36; and Parcel 31000 lying in Sections 30 and 31 (Alternate Key Numbers 2279842, 1935822 and 1458765) in the Citrus Springs/Beverly Hills area.

STAFF CONTACT: Joanna Coutu, AICP, Director, Land Development Division

INTRODUCTION: Ms. Wright's overview included an aerial view of the subject property and surrounding area, a colored map showing the land use designations for the subject property and surrounding properties, photos of the subject property and surrounding area, the existing Master Plan approved in 2011 and the proposed site plan as submitted by the applicant.

APPLICANT: Kami Corbett, Esq. represented the applicant. She stated that they have reviewed staff's findings, recommendations and conditions. They are in agreement with all of those. The applicant's request is to redesignate the land use from industrial to low-density residential. The density is consistent with the density in the surrounding area for single-family residences.

QUESTIONS FROM STAFF: None.

COMMISSION QUESTIONS/COMMENTS: None.

STAFF: Ms. Coutu stated this application is a large scale application for 192.4 acres. The property's current land use is heavy industrial which is the most intense industrial zoning category that allows for uses such as concrete plants and manufacturing. The subject property is located next to the Citrus Springs Middle School and the Rails to Trails. The Future Land Use Map shows that the subject property is adjacent to a substation located to the south, but otherwise this is a vacant area.

She shared a photo of an area on Citrus Springs Boulevard showing the location of one of the proposed four entrances to the development. The proposed development would be served by County water and sewer. The Master Plan proposes four access points to the site (one on W. Citrus Springs

Attachment: Draft PDC minutes (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited

Boulevard, two on N. Foxdale Drive and one on CR-491). The Engineering Division reviewed the application and have provided several conditions for those access points if the application is approved.

The applicant requested a change in ISR from 35% to 55% to be calculated on a plat-wide basis, while the existing IND designation allows up to 70% impervious surface. The Master Plan proposes a total of 800 single-family residential units. The applicants have requested deviations from the setbacks and minimum lot width (proposing 40-foot wide lots). The setbacks were proposed for a front setback of 20 feet with a corner lot second front of 10 feet, side setbacks of 5 feet and rear setbacks of 15 feet.

There are two crossings on the power line easements. The applicants will have to receive approval from Duke Energy for those crossings.

The applicant also proposed a pedestrian/bicycle connection to the adjacent school and trail and will have to receive approval from each of those both entities to proceed with the connections.

The Findings of Fact are positive. There are 14 recommended conditions.

COMMISSION QUESTIONS/COMMENTS:

Mr. Bass inquired if the roadways would be public roads or private roads. Ms. Corbett advised that the roadways would be public roads.

PROPONENT:

Janyres Vazquez commented that she was opposed to the location of the proposed entrance on W. Citrus Springs Boulevard as it was directly across from her driveway. She said that this is a high traffic area and would make it very dangerous for her to back out of her driveway.

Donna Brent inquired how the development would impact her property. Mr. Bramblett advised Ms. Brent that the applicant's representative would answer later in the meeting.

OPPONENT: None.

REBUTTAL: Ms. Corbett stated that the setbacks are internal to the proposed development/subdivision. As to the location of the access points to the site, the applicant is following the recommendations of the Engineering Division. With there being four access points, all of the impacts will not be occurring at the northern entrance/exit. The pedestrian access that is proposed is compatible and consistent with the LDC. She also noted that Ms. Brent's property is not part of this application.

Attachment: Draft PDC minutes (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited

DRAFT

COMMISSION COMMENTS:

Messrs. Bramblett and Bass and Ms. Worthington stated that they supported the application and thought it was a god use for the site.

MOTION: The Planning and Development Commission finds application number ***CPA/AA/PUD-21-15 CONSISTENT*** with the Citrus County Comprehensive Plan and Citrus County Land Development Code and that this Board recommends ***APPROVAL WITH CONDITIONS*** of the application to the Board of County Commissioners based upon the evidence and testimony presented, and the staff report and conclusions regarding this petition.

MOTION:

1st Mr. Bramblett 2nd Mr. Bass

Mr. Bass recommended an addition to Condition #5 for the installation of a 6-foot PVC perimeter fence proposed around the site.

Mr. Dixon commented that the access to the public school site would have to be decided by the School Board due to the security measures that are required. Ms. Coutu stated that Condition #11 does address that issue.

VOTE: 6 - 0, Motion Carried

K. ADDITIONAL ITEMS:

Ms. Coutu advised that there are two applications on the agenda for December 2 and four applications on the agenda for December 16.

L. PLANNING AND DEVELOPMENT COMMISSION MEMBER COMMENTS: None.

M. ADJOURN

The Planning and Development Commission adjourned at 9:44 a.m.

Respectfully submitted,

Cheryl Burton, Recording Secretary

Attachment: Draft PDC minutes (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited

Attachment: Draft CPA ordinance (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited

ORDINANCE NO. 2022-

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 192.4 ACRES FROM THE INDUSTRIAL DISTRICT TO THE LOW DENSITY RESIDENTIAL 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-21-15, Steve Luce of EPG Land LLC for Apollo Beach Investments Limited Partnership, and shall be effective within the unincorporated areas of Citrus County, Florida.

SECTION 2. AUTHORITY

This Citrus County Comprehensive Plan Amendment CPA/AA/PUD-21-15, Steve Luce of EPG land LLC for Apollo Beach Investments Limited Partnership, is adopted pursuant to Chapter 163, Florida Statutes.

SECTION 3. REVISIONS AND ADDITIONS TO THE FUTURE LAND USE MAP (FLUM)

CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited Partnership

Re-designation from Industrial (IND) to Low Density Residential (LDR), modifying the Future Land Use Map as presented in CPA/AA/PUD-21-15 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.

DRAFT

Attachment: Draft CPA ordinance (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited

DONE AND ADOPTED in regular meeting of the Board of County Commissioners of Citrus County, Florida, this _____day of _____2022.

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

ATTEST:

_____ **BY:** _____

ANGELA VICK, CLERK OF COURT **, CHAIR**

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____

DENISE A. DYMOND LYN, COUNTY ATTORNEY

DRAFT

Attachment: Draft CPA ordinance (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited

EXHIBIT A
CPA/AA/PUD-21-15
LEGAL DESCRIPTION

FROM IND to LDR:

LEGAL DESCRIPTIONS

THAT PORTION OF THE NW ¼ OF THE NE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NO. 491 AND LYING WEST OF A LINE 387 FEET WEST OF THE WESTERLY PLAT LIMIT OF THE PLAT OF HOLDER RECORDED IN PLAT BOOK 1, PAGE 28 PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

DESCRIPTION #1
THAT PART OF THE SE 1/4 OF SECTION 25, TOWNSHIP 17 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, LYING SOUTH AND EAST OF CITRUS SPRINGS UNIT 13, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 98 THROUGH 108, OR THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

DESCRIPTION #3
THAT PART OF THE NE 1/4 OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 18 EAST, CITRUS COUNTY FLORIDA, LYING NORTH OF THE NORTHERLY RIGHT- OF- WAY LINE OF THAT CERTAIN FLORIDA POWER CORPORATION EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 195, PAGE 14 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, AND EAST OF CITRUS SPRINGS UNIT 13 AS RECORDED IN PLAT BOOK 8, PAGES 98 THROUGH 108, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

DESCRIPTION #5
THE SW 1/4, LYING SOUTHWEST OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE S.C.L. RAILROAD RIGHT-OF-WAY AND THE SOUTH 400 FEET OF THE SW 1/4 OF THE SE 1/4, LYING WESTERLY OF A LINE 387 FEET WEST OF THE WESTERLY PLAT LIMIT OF "HOLDER" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, AND THAT PORTION OF THE NW 1/4 LYING SOUTHWEST OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE S.C.L. RAILROAD RIGHT OF WAY, ALL IN SECTION 30, TOWNSHIP 17 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA.

EXCEPTION #3
ALSO LESS AND EXCEPT THAT PORTION OF SAID SW 1/4 OF SECTION 30 PLATTED AS CITRUS SPRINGS UNIT 13 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 98 THROUGH 108, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

EXCEPTION #4
ALSO LESS AND EXCEPT THAT PORTION OF SAID NW 1/4 OF SECTION 30 PLATTED AS CITRUS SPRINGS UNIT 16, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGES 34 THROUGH 36, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

EXCEPTION #6
ALSO LESS AND EXCEPT THAT PORTION OF SAID SW 1/4 OF SECTION 30, CONVEYED FROM DELTONA LAND AND INVESTMENT CORP., A FLORIDA CORPORATION, TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY SPECIAL WARRANTY DEED DATED JANUARY 22, 1979 AND RECORDED IN OFFICIAL RECORDS BOOK 531, PAGES 956 THROUGH 957, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

EXCEPTION #7
ALSO LESS AND EXCEPT THAT PORTION OF SAID SW 1/4 OF SECTION 30, CONVEYED FROM THE DELTONA CORPORATION, A DELAWARE CORPORATION, TO FLORIDA POWER CORPORATION, A FLORIDA CORPORATION, BY FEE SIMPLE DEED DATED JANUARY 11, 1971 AND RECORDED IN OFFICIAL RECORDS BOOK 277, PAGES 733 THROUGH 735, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

EXCEPTION #8
ALSO LESS AND EXCEPT THAT PORTION OF SAID SECTION 31 CONVEYED FROM DELTONA LAND AND INVESTMENT CORP., A FLORIDA CORPORATION, TO HOME CRAFT BUILDERS, INC., A FLORIDA CORPORATION, BY WARRANTY DEED DATED SEPTEMBER 6, 1985 AND RECORDED IN OFFICIAL RECORDS BOOK 680, PAGES 2145 AND 2148 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID LESS AND EXCEPT LIES EASTERLY OF A LINE 387 FEET WEST OF THE WESTERLY PLAT LIMIT OF "HOLDER" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

EXCEPTION #9
ALSO LESS AND EXCEPT THAT PORTION OF SAID SECTION 30 CONVEYED FROM NORSUNCO CORPORATION, A FLORIDA CORPORATION, TO THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA BY WARRANTY DEED RECORDED IN BOOK 994, PAGE 445, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA

EXCEPTION #10
ALSO LESS AND EXCEPT THAT PORTION OF SAID SECTION 30 CONVEYED FROM NORSUNCO CORPORATION, A FLORIDA CORPORATION, TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA RECORDED IN BOOK 1002, PAGE 1380, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

ALL OF THE ABOVE DESCRIBED LANDS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PARCEL C:
THAT PORTION OF LANDS LYING IN SECTIONS 30 AND 31, TOWNSHIP 17 SOUTH, RANGE 19 EAST AND SECTION 25, TOWNSHIP 17 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT AT THE CENTER OF SAID SECTION 30 FOR A POINT OF REFERENCE, THENCE RUN S 0° 18' 42" W ALONG THE EAST BOUNDARY OF THE SW 1/4 OF SAID SECTION 30 A DISTANCE OF 433.27 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID EAST BOUNDARY AND THE WESTERLY RIGHT-OF-WAY OF THE SEABOARD COASTLINE RAILROAD AND THE POINT OF BEGINNING, THENCE CONTINUE S 0° 18' 42" W ALONG SAID EAST BOUNDARY A DISTANCE OF 1802.49 FEET TO A CONCRETE MONUMENT, THENCE RUN N 09° 57' 14" E A DISTANCE OF 850.62 FEET TO A CONCRETE MONUMENT, THENCE RUN S 0° 17' 49" W A DISTANCE OF 421.48 FEET TO A CONCRETE MONUMENT ON THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 491, SAID MONUMENT BEING ON A CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 2914.93 FEET AND A CENTRAL ANGLE OF 4° 11' 04", THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 212.88 FEET TO A CONCRETE MONUMENT (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 82° 39' 31" W 212.83 FEET), THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY RUN N 0° 03' 12" W A DISTANCE OF 48.49 FEET TO A CONCRETE MONUMENT ON THE SOUTH BOUNDARY OF THE SE 1/4 OF SAID SECTION 30, THENCE RUN S 89° 57' 14" W ALONG SAID SOUTH BOUNDARY A DISTANCE OF 669.25 FEET TO A CONCRETE MONUMENT AT THE SOUTH 1/4 CORNER OF SAID SECTION 30, THENCE RUN S 89° 56'13" W ALONG THE SOUTH BOUNDARY OF THE SW 1/4 OF SAID SECTION 30 A DISTANCE OF 1297.31 FEET TO A CONCRETE MONUMENT AT THE INERSECTION OF SAID SOUTH BOUNDARY AND THE EASTERLY RIGHT-OF-WAY OF A 100 FOOT WIDE FLORIDA POWER CORPORATION RIGHT-OF-WAY, THENCE RUN N 27° 18' 43" W ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 2511.28 FEET TO A CONCRETE MONUMENT AT THE MOST SOUTHERLY CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 531, PAGES 955, THENCE RUN ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY BOUNDARIES OF SAID LANDS THE FOLLOWING COURSES AND DISTANCES: N 62° 30' 58" E 125.03 FEET, N 27° 21' 34" W 109.10 FEET, N 31° 03' 11" W 215.30 FEET, AND S 58° 56' 58" W 124.99 FEET TO A CONCRETE MONUMENT ON SAID EASTERLY RIGHT-OF-WAY, THENCE RUN N 31° 08' 04" W ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 500.38 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY AND THE SOUTHERLY RIGHT-OF-WAY OF CITRUS SPRINGS BOULEVARD AS SHOWN ON THE PLAT OF CITRUS SPRINGS UNIT 18 AS RECORDED IN PLAT BOOK 7, PAGES 34-36, OF SAID PUBLIC RECORDS, THENCE RUN N 58° 59' 16" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 1929.27 FEET TO A CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY AND THE WESTERLY RIGHT-OF-WAY OF SAID SEABOARD COASTLINE RAILROAD, SAID POINT BEING ON A CURVE CONCAVED NORTHEASTERLY HAVING A RADIUS OF 5789.65 FEET AND A CENTRAL ANGLE OF 1° 49' 31", THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 184.44 FEET TO A CONCRETE MONUMENT AT THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 34° 30' 18" E 184.44 FEET), THENCE RUN S 35° 25' 03" E A DISTANCE OF 1929.54 FEET TO THE POINT OF BEGINNING.

PARCEL D:
THAT PORTION OF LANDS LYING IN SECTION 30, TOWNSHIP 17 SOUTH, RANGE 19 EAST AND SECTIONS 25 AND 36, TOWNSHIP 17 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A CONCRETE MONUMENT AT THE SW CORNER OF SAID SECTION 30, THENCE RUN N 89° 58' 13" E ALONG THE SOUTH BOUNDARY OF THE SW 1/4 OF SAID SECTION 30 A DISTANCE OF 1294.03 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH BOUNDARY AND THE WESTERLY RIGHT-OF-WAY OF A 100 FOOT WIDE FLORIDA POWER CORPORATION RIGHT-OF-WAY, THENCE RUN N 27° 18' 43" W ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 1838.79 FEET TO A PERMANENT REFERENCE MONUMENT AT THE MOST EASTERLY CORNER OF BLOCK 1005 OF CITRUS SPRINGS UNIT 13 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 98 THROUGH 108, OF THE PUBLIC RECORDS OF SAID CITRUS COUNTY, FLORIDA, THENCE RUN S 58° 52' 49" W ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 1005 A DISTANCE OF 1887.93 FEET TO A PERMANENT REFERENCE MONUMENT AT THE MOST SOUTHERLY CORNER OF LOT 35 OF SAID BLOCK 1005, SAID PERMANENT REFERENCE MONUMENT BEING ON A CURVE CONCAVED WESTERLY HAVING A RADIUS OF 3795.00 FEET AND A CENTRAL ANGLE OF 20° 18' 13", THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE EARSTERLY BOUNDARY OF LOTS 36 THROUGH 52, BLOCK 1005 A DISTANCE OF 1344.81 FEET TO A CONCRETE MONUMENT AT THE SOUTHEASTERLY CORNER OF SAID LOT 52, BLOCK 1005, SAID CONCRETE MONUMENT BEING ON THE NORTHERLY RIGHT-OF-WAY OF A 420.00 FOOT WIDE FLORIDA POWER CORPORATION RIGHT-OF-WAY, (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 5° 45' 30" E, 1337.79 FEET), THENCE RUN N 89° 48' 50" E ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 1089.59 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF THE NE 1/4 OF SAID SECTION 36, THENCE RUN N 0° 08' 35" W ALONG SAID EAST BOUNDARY A DISTANCE OF 668.11 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:
THAT PART OF THE SE 1/4 OF THE NE 1/4 AND THE NORTH 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 17 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, LYING NORTHEAST OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN 100 FOOT WIDE RIGHT-OF-WAY CONVEYED FROM THE DELTONA CORPORATION, A DELAWARE CORPORATION, TO FLORIDA POWER CORPORATION, A FLORIDA CORPORATION, BY FEE SIMPLE DEED DATED JANUARY 11, 1971 AND RECORDED IN OFFICIAL RECORDS BOOK 277, PAGES 733 THROUGH 735 INCLUSIVE, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, AND, SOUTHEASTERLY OF CITRUS SPRINGS UNIT 18, ACCORDING TO THE PLAT THEREOF, AS RECOREDED IN PLAT BOOK 7, PAGES 34 THROUGH 36, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:
THAT PORTION OF SAID SECTION 30 CONVEYED FROM NORSUNCO CORPORATION, A FLORIDA CORPORATION, TO THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA BY WARRANTY DEED RECORDED IN BOOK 994, PAGE 445, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

LESS AND EXCEPT:
THAT PORTION OF SAID SECTION 30 CONVEYED FROM NORSUNCO CORPORATION, A FLORIDA CORPORATION, TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, RECORDED IN BOOK 1002, PAGE 1380, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

Attachment: Draft CPA ordinance (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited

Attachment: Draft AA ordinance (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited

ORDINANCE NO. 2022-

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 192.4 ACRES FROM THE HEAVY INDUSTRIAL DISTRICT TO THE LOW DENSITY RESIDENTIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT FOR RESIDENTIAL USES; PROVIDING FOR CONFLICTS; PROVIDING FOR MODIFICATION THAT MAY ARISE FROM CONSIDERATION AT THE PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 12, 2012, the Board of County Commissioners adopted the Citrus County Land Development Code as Ordinance No. 2012-06; and

WHEREAS, certain Atlas Amendments are necessary to maintain consistency with the Citrus County Comprehensive Plan; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS FOLLOWS:

1. The following described lands are hereby redesignated on the Citrus County Land Use Atlas Map:

   CPA/AA/PUD-21-15 – Steve Luce of EPG Land LLC for Apollo Beach Investments Limited Partnership

   Re-designation of approximately 192.4 acres from the Heavy Industrial District (IND) to the Low Density Residential District (LDR) with a Planned Unit Development (PUD) for single-family residential uses, modifying the Land Use Atlas Map as presented in CPA/AA/PUD-21-15 and as further described in Exhibit "A", legal description, Exhibit "B", master plan, and Exhibit "C", conditions, attached hereto and incorporated herein by reference.

2. The Atlas of the Land Development Code of Citrus County, Florida is hereby amended to reflect the changes described in Sections 1 of this Ordinance.

3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

4. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining 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 _____, 2022.

ATTEST:

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

BY: _____

ANGELA VICK, CLERK OF COURT

CHAIR

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

DENISE A. DYMOND LYN, COUNTY ATTORNEY

DRAFT

Attachment: Draft AA ordinance (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited

EXHIBIT A
CPA/AA/PUD-21-15
LEGAL DESCRIPTION

LEGAL DESCRIPTIONS

THAT PORTION OF THE NW ¼ OF THE NE ¼ OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NO. 491 AND LYING WEST OF A LINE 387 FEET WEST OF THE WESTERLY PLAT LIMIT OF THE PLAT OF HOLDER RECORDED IN PLAT BOOK 1, PAGE 28 PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

DESCRIPTION #1
THAT PART OF THE SE 1/4 OF SECTION 25, TOWNSHIP 17 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, LYING SOUTH AND EAST OF CITRUS SPRINGS UNIT 13, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 98 THROUGH 108, OR THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

DESCRIPTION #3
THAT PART OF THE NE 1/4 OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 18 EAST, CITRUS COUNTY FLORIDA, LYING NORTH OF THE NORTHERLY RIGHT- OF- WAY LINE OF THAT CERTAIN FLORIDA POWER CORPORATION EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 195, PAGE 14 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, AND EAST OF CITRUS SPRINGS UNIT 13 AS RECORDED IN PLAT BOOK 8, PAGES 98 THROUGH 108, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

DESCRIPTION #5
THE SW 1/4, LYING SOUTHWEST OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE S.C.L. RAILROAD RIGHT-OF-WAY AND THE SOUTH 400 FEET OF THE SW 1/4 OF THE SE 1/4, LYING WESTERLY OF A LINE 387 FEET WEST OF THE WESTERLY PLAT LIMIT OF "HOLDER" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, AND THAT PORTION OF THE NW 1/4 LYING SOUTHWEST OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE S.C.L. RAILROAD RIGHT OF WAY, ALL IN SECTION 30, TOWNSHIP 17 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA.

EXCEPTION #3
ALSO LESS AND EXCEPT THAT PORTION OF SAID SW 1/4 OF SECTION 30 PLATTED AS CITRUS SPRINGS UNIT 13 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGES 98 THROUGH 108, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

EXCEPTION #4
ALSO LESS AND EXCEPT THAT PORTION OF SAID NW 1/4 OF SECTION 30 PLATTED AS CITRUS SPRINGS UNIT 16, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGES 34 THROUGH 36, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

EXCEPTION #6
ALSO LESS AND EXCEPT THAT PORTION OF SAID SW 1/4 OF SECTION 30, CONVEYED FROM DELTONA LAND AND INVESTMENT CORP., A FLORIDA CORPORATION, TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY SPECIAL WARRANTY DEED DATED JANUARY 22, 1979 AND RECORDED IN OFFICIAL RECORDS BOOK 531, PAGES 956 THROUGH 957, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

EXCEPTION #7
ALSO LESS AND EXCEPT THAT PORTION OF SAID SW 1/4 OF SECTION 30, CONVEYED FROM THE DELTONA CORPORATION, A DELAWARE CORPORATION, TO FLORIDA POWER CORPORATION, A FLORIDA CORPORATION, BY FEE SIMPLE DEED DATED JANUARY 11, 1971 AND RECORDED IN OFFICIAL RECORDS BOOK 277, PAGES 733 THROUGH 735, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

EXCEPTION #8
ALSO LESS AND EXCEPT THAT PORTION OF SAID SECTION 31 CONVEYED FROM DELTONA LAND AND INVESTMENT CORP., A FLORIDA CORPORATION, TO HOME CRAFT BUILDERS, INC., A FLORIDA CORPORATION, BY WARRANTY DEED DATED SEPTEMBER 6, 1985 AND RECORDED IN OFFICIAL RECORDS BOOK 690, PAGES 2145 AND 2148 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID LESS AND EXCEPT LIES EASTERLY OF A LINE 387 FEET WEST OF THE WESTERLY PLAT LIMIT OF "HOLDER" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

EXCEPTION #9
ALSO LESS AND EXCEPT THAT PORTION OF SAID SECTION 30 CONVEYED FROM NORSUNCO CORPORATION, A FLORIDA CORPORATION, TO THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA BY WARRANTY DEED RECORDED IN BOOK 994, PAGE 445, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA

EXCEPTION #10
ALSO LESS AND EXCEPT THAT PORTION OF SAID SECTION 30 CONVEYED FROM NORSUNCO CORPORATION, A FLORIDA CORPORATION, TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA RECORDED IN BOOK 1002, PAGE 1380, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

ALL OF THE ABOVE DESCRIBED LANDS BEING MORE PARTICULARLY DESCRIBED BY MEETS AND BOUNDS AS FOLLOWS:

PARCEL C:
THAT PORTION OF LANDS LYING IN SECTIONS 30 AND 31, TOWNSHIP 17 SOUTH, RANGE 19 EAST AND SECTION 25, TOWNSHIP 17 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT AT THE CENTER OF SAID SECTION 30 FOR A POINT OF REFERENCE, THENCE RUN S 0° 18' 42" W ALONG THE EAST BOUNDARY OF THE SW 1/4 OF SAID SECTION 30 A DISTANCE OF 433.27 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID EAST BOUNDARY AND THE WESTERLY RIGHT-OF-WAY OF THE SEABOARD COASTLINE RAILROAD AND THE POINT OF BEGINNING, THENCE CONTINUE S 0° 18' 42" W ALONG SAID EAST BOUNDARY A DISTANCE OF 1802.49 FEET TO A CONCRETE MONUMENT, THENCE RUN N 09° 57' 14" E A DISTANCE OF 580.62 FEET TO A CONCRETE MONUMENT, THENCE RUN S 0° 12' 48" W A DISTANCE OF 421.48 FEET TO A CONCRETE MONUMENT ON THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 491, SAID MONUMENT BEING ON A CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 2914.93 FEET AND A CENTRAL ANGLE OF 4° 11' 04", THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 212.88 FEET TO A CONCRETE MONUMENT (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 82° 39' 31" W 212.83 FEET), THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY RUN N 0° 03' 12" W A DISTANCE OF 48.49 FEET TO A CONCRETE MONUMENT ON THE SOUTH BOUNDARY OF THE SE 1/4 OF SAID SECTION 30, THENCE RUN S 89° 57' 14" W ALONG SAID SOUTH BOUNDARY A DISTANCE OF 869.25 FEET TO A CONCRETE MONUMENT AT THE SOUTH 1/4 CORNER OF SAID SECTION 30, THENCE RUN S 89° 56'13" W ALONG THE SOUTH BOUNDARY OF THE SW 1/4 OF SAID SECTION 30 A DISTANCE OF 1297.31 FEET TO A CONCRETE MONUMENT AT THE INERSECTION OF SAID SOUTH BOUNDARY AND THE EASTERLY RIGHT-OF-WAY OF A 100 FOOT WIDE FLORIDA POWER CORPORATION RIGHT-OF-WAY, THENCE RUN N 27° 18' 43" W ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 2511.28 FEET TO A CONCRETE MONUMENT AT THE MOST SOUTHERLY CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 531, PAGES 955, THENCE RUN ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY BOUNDARIES OF SAID LANDS THE FOLLOWING COURSES AND DISTANCES: N 82° 39' 58" E 125.03 FEET, N 27° 21' 34" W 104.11 FEET, N 31° 03' 11" W 215.30 FEET, AND S 58° 58' 08" W 124.99 FEET TO A CONCRETE MONUMENT ON SAID EASTERLY RIGHT-OF-WAY, THENCE RUN N 31° 08' 04" W ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 500.38 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY AND THE SOUTHERLY RIGHT-OF-WAY OF CITRUS SPRINGS BOULEVARD AS SHOWN ON THE PLAT OF CITRUS SPRINGS UNIT 18 AS RECORDED IN PLAT BOOK 7, PAGES 34-36, OF SAID PUBLIC RECORDS, THENCE RUN N 58° 59' 18" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 1929.27 FEET TO A CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY AND THE WESTERLY RIGHT-OF-WAY OF SAID SEABOARD COASTLINE RAILROAD, SAID POINT BEING ON A CURVE CONCAVED NORTHEASTERLY HAVING A RADIUS OF 5789.65 FEET AND A CENTRAL ANGLE OF 1° 49' 31", THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 184.44 FEET TO A CONCRETE MONUMENT AT THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 34° 30' 18" E 184.44 FEET), THENCE RUN S 35° 25' 03" E A DISTANCE OF 1929.54 FEET TO THE POINT OF BEGINNING.

PARCEL D:
THAT PORTION OF LANDS LYING IN SECTION 30, TOWNSHIP 17 SOUTH, RANGE 19 EAST AND SECTIONS 25 AND 36, TOWNSHIP 17 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A CONCRETE MONUMENT AT THE SW CORNER OF SAID SECTION 30, THENCE RUN N 89° 58' 13" E ALONG THE SOUTH BOUNDARY OF THE SW 1/4 OF SAID SECTION 30 A DISTANCE OF 1294.03 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH BOUNDARY AND THE WESTERLY RIGHT-OF-WAY OF A 100 FOOT WIDE FLORIDA POWER CORPORATION RIGHT-OF-WAY, THENCE RUN N 27° 18' 43" W ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 1838.79 FEET TO A PERMANENT REFERENCE MONUMENT AT THE MOST EASTERLY CORNER OF BLOCK 1005 OF CITRUS SPRINGS UNIT 13 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 98 THROUGH 108, OF THE PUBLIC RECORDS OF SAID CITRUS COUNTY, FLORIDA, THENCE RUN S 58° 57' 49" W ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 1005 A DISTANCE OF 1887.93 FEET TO A PERMANENT REFERENCE MONUMENT AT THE MOST SOUTHERLY CORNER OF LOT 35 OF SAID BLOCK 1005, SAID PERMANENT REFERENCE MONUMENT BEING ON A CURVE CONCAVED WESTERLY HAVING A RADIUS OF 3795.00 FEET AND A CENTRAL ANGLE OF 20° 18' 13", THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE EARSTERLY BOUNDARY OF LOTS 36 THROUGH 52, BLOCK 1005 A DISTANCE OF 1344.81 FEET TO A CONCRETE MONUMENT AT THE SOUTHEASTERLY CORNER OF SAID LOT 52, BLOCK 1005, SAID CONCRETE MONUMENT BEING ON THE NORTHERLY RIGHT-OF-WAY OF A 420.00 FOOT WIDE FLORIDA POWER CORPORATION RIGHT-OF-WAY, (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 5° 45' 30" E, 1337.79 FEET), THENCE RUN N 89° 48' 50" E ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 1089.59 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF THE NE 1/4 OF SAID SECTION 36, THENCE RUN N 0° 08' 35" W ALONG SAID EAST BOUNDARY A DISTANCE OF 668.11 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:
THAT PART OF THE SE 1/4 OF THE NE 1/4 AND THE NORTH 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 17 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, LYING NORTHEAST OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN 100 FOOT WIDE RIGHT-OF-WAY CONVEYED FROM THE DELTONA CORPORATION, A DELAWARE CORPORATION, TO FLORIDA POWER CORPORATION, A FLORIDA CORPORATION, BY FEE SIMPLE DEED DATED JANUARY 11, 1971 AND RECORDED IN OFFICIAL RECORDS BOOK 277, PAGES 733 THROUGH 735 INCLUSIVE, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, AND, SOUTHEASTERLY OF CITRUS SPRINGS UNIT 18, ACCORDING TO THE PLAT THEREOF, AS RECOREDED IN PLAT BOOK 7, PAGES 34 THROUGH 36, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:
THAT PORTION OF SAID SECTION 30 CONVEYED FROM NORSUNCO CORPORATION, A FLORIDA CORPORATION, TO THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA BY WARRANTY DEED RECORDED IN BOOK 994, PAGE 445, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

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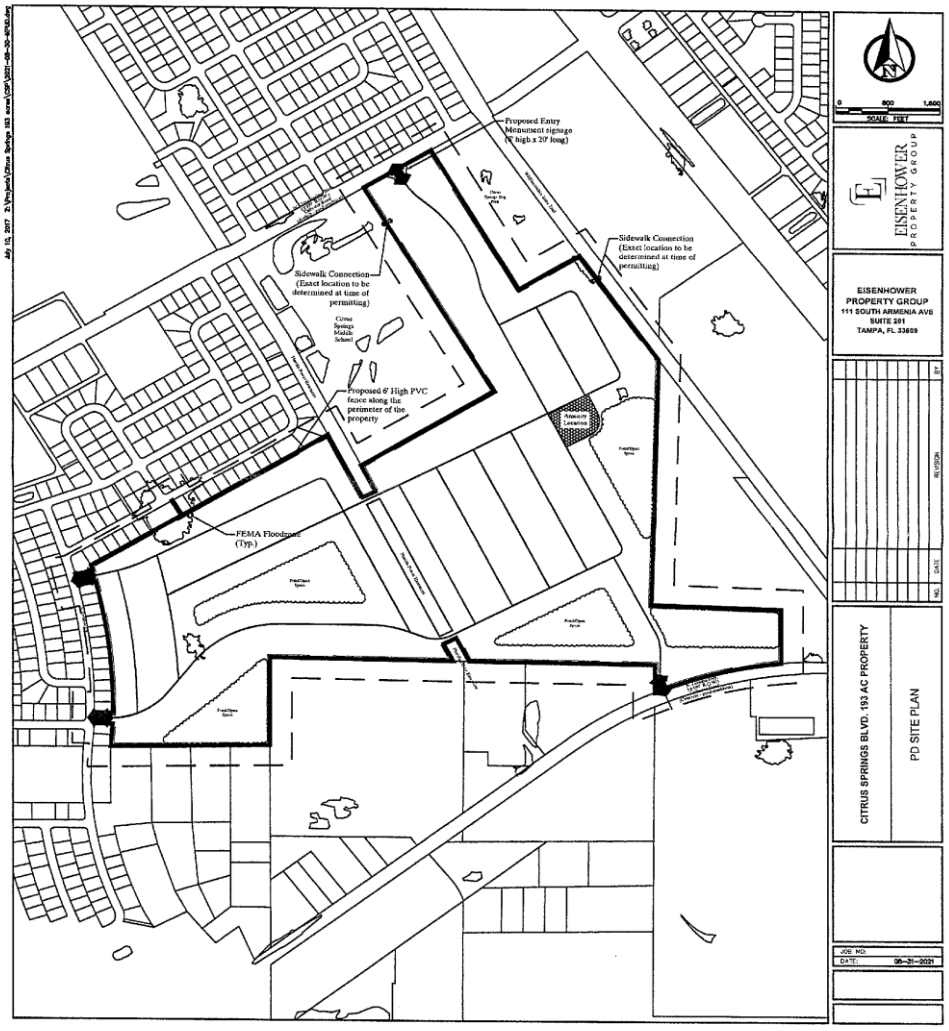
Attachment: Draft AA ordinance (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited

EXHIBIT B
CPA/AA/PUD-21-15
MASTER PLAN



CPA/AA/PUD-21-15

Attachment: Draft AA ordinance (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited

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EXHIBIT C
CPA/AA/PUD-21-15
CONDITIONS OF APPROVAL

1. The Planned Unit Development (PUD) shall allow for up to 800 single-family detached units, as generally outlined on the Master Plan and accompanying narrative date-stamped received September 14, 2021, by the Land Development Division. Construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code, unless as specifically outlined within these conditions.

2. The project must be served by central water and central sewer.

3. Stormwater Management Design must meet the requirements of the Citrus County Land Development Code in effect at the time of permitting.

4. A Tree Preservation Plan and a biological survey, as outlined in the LDC, must be submitted and approved at the time of Improvement Plans.

5. A minimum 10-foot wide Type "B" buffer shall be provided along the property boundaries where the site abuts the school, dog park, substation site, and trail, as delineated in the LDC. {Note: The PDC suggested adding a requirement for a 6' PVC fence along these areas).

6. 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. Turf grasses and landscape vegetation shall be common to the area and drought tolerant.

7. Minimum lot widths shall be 40'. Setbacks shall be as follows: Front 20' (corner lot second fronts 10'), Side 5', Rear 15'.

8. Impervious Surface Ratio maximum shall be 55%, calculated on a plat-wide basis and demonstrated at the time of platting.

9. Revise the Master Plan to include the 50-foot Sabal Trail gas pipeline easement which runs along the south property line (OR Book 2748, Pg 1726).

10. At the time of platting, the applicant must demonstrate provision for active recreation and required open space, as delineated in the LDC and Comprehensive Plan.

11. At the time of platting, the applicant shall provide authorization for encroachment/development on the Duke Energy powerline corridor, as well as access to the public school site and/or trail site (as applicable).

12. At the time of platting, the applicant will need to provide trip generation rates for the proposed development to determine if auxiliary lanes will be required. The proposed roadway connection on CR-491 will need to line up directly across from the driveway entrance for Central Ridge Park (intersection improvements may be required), unless otherwise authorized by the County Engineer.

13. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

14. Minor modifications to this Planned Unit Development may be approved by the Director of the Land Development Division as outlined within Section 4304, Modification of a Previously Approved Planned Unit Development, as specified in the LDC.

DRAFT

Attachment: Draft AA ordinance (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited

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-21-15 Date: 9/1/21

* Written Authorization is required if Applicant is different than Owner.

Applicant*
Name: EPG Land LLC
Address: 111 S. ARMENIA Avenue
City: TAMPA
State: FL Zip: 33609
Home No.: Cell No.:
Work No.: 813-767-5763 Fax No.:
Email: SLuce@EisenhowerPropertyGroup.com

Property Owner
Name: Noel Andres
Address: 7101 Capri Lane
City: Bokeelia,
State: FL Zip: 33922
Home No.: 239-283-5653 Cell No.: 239-994-0624
Work No.: 239-283-1717 Fax No.: N/A
Email: Nandress@comcast.net

Property Description: Section: 30 Township: 17 South Range: 19 East
Legal Description: See attached
Subdivision: N/A Lot(s): N/A Block/Parcel: N/A
Alternate Key #: 2229842 / 1935822 / 1458765 Parcel ID: 19E 17S 30 31000 / 18E 17S 25 12000 / 18E 17S 36 11000
Acreage: 192.44

✓ New Planned Unit Development (PUD)
___ Amendment to Previously Approved PUD/PD Previous Application No.:

Land Development Code Atlas Designation From: IND To: PD
Generalized Future Land Use Map Designation From: IND To: LDR

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(s): Comp Plan and Rezoning to allow for residential development

Directions to Property:
S/S of Citrus Springs Boulevard, west of US 41 north of CR 491

The Applicant is: Owner of Tract ___ Agent for Property Owner
One-Owner Among Several ✓ Other (specify) - contract purchaser

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: [signature] authorized rep.

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 Nicholas Dister, who is personally known to me or provided ___ as identification and who did not take an oath. WITNESS my hand and official seal this 31st day of August, 2021.

Kelley Cato Juneau
Printed Name
Notary Public - State of Florida

Seal

KELLEY CATO JUNEAU
Notary Public - State of Florida
Commission # GG 951166
My Comm. Expires May 21, 2024
Bonded through National Notary Assn.

Date: ___
Time: ___
Initials: ___

For Staff Use Only
ATF: ___
QTR: ___
LUD: ___

GFLUM Des: ___
FZ: ___

RECEIVED
SEP 01 2021
CPA/AA/PUD-21-15
Land Develo

Attachment: Applicant's submittal items (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments

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: LDR

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: To be provided

   Potable Water: To be provided

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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: To be provided

Solid Waste: To be provided

9. Are there any anticipated impacts on Affordable Housing in Citrus County? ____ Yes X 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? X 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: 17.2 - subject site is located within a PSA where infrastructure is available; the proposal is infill residential in an area where residential is envisioned

Policy: 17.2.5 The subject site and proposed residential development will utilize public water + sewer

Policy: 17.2.8 The proposed residential development will replace an obsolete Industrial designation in an area primarily now surrounded by residential

Objective: 17.3 The proposed residential development will be on public water + sewer and be comprised of a variety of lot sizes. The development will be designed to be compatible with adjacent uses.

Policy: 17.3.4 The proposed development will integrate seamlessly with the adject community. site access, pedestrian connections will be designed to blend in with the existing roadway network, schools, trails and parks.

Policy: 17.3.9. The proposed development will integrate with the community, such that existing residential uses will not be adversely im

11. Any additional information that may apply to this application. The proposed development will represent infill development implementing the vision of the Citrus County Comprehensive Plan.

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2005074036 6 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: $52.50
DOCUMENTARY TAX: $28,000.00
2005074036 BK:1898 PG:1725
08/18/2005 11:24 AM 6 PGS
JHUNTSMAN,DC Receipt #043281

Prepared by
Geri Havens, an employee of
First American Title Insurance Company d/b/a Crystal River Title
213 Courthouse Square
Inverness, Florida 34450
(352) 726-8003

Return to: Grantee

File No.: 1091-777226

CORPORATE WARRANTY DEED

This indenture made on **the** 5 **day of August, 2005** A.D., by

Norsunco Corporation, a Florida Corporation

whose address is: , 50 Charles Lindbergh Blvd, Ste 500
hereinafter called the "grantor", to Uniondale, NY 11553

Apollo Beach Investments Limited Partnership, a Florida Limited Partnership

whose address is: , 7101 Capri Lane., Pineland, FL 33945
hereinafter called the "grantee":

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Citrus** County, **Florida**, to-wit:

THAT PORTION OF THE NW1/4 OF THE NE1/4 OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA, LYING NORTH OF STATE ROAD NO. 491 AND LYING WEST OF A LINE 387 FEET WEST OF THE WESTERLY PLAT LIMIT OF THE PLAT OF HOLDER ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 26, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

AND

DESCRIPTION #1
THAT PART OF THE SE 1/4 OF SECTION 25, TOWNSHIP 17 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, LYING SOUTH AND EAST OF CITRUS SPRINGS UNIT 13, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGES 98 THROUGH 108, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

DESCRIPTION #3

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Land Development Division

THAT PART OF THE NE 1/4 OF SECTION 36, TOWNSHIP 17 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF THAT CERTAIN FLORIDA POWER CORPORATION EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 195, PAGE 14 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, AND, EAST OF CITRUS SPRINGS UNIT 13 AS RECORDED IN PLAT BOOK 6, PAGES 98 THROUGH 108, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

DESCRIPTION #5
THE SW 1/4, LYING SOUTHWEST OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE S.C.L. RAILROAD RIGHT OF WAY AND THE SOUTH 400 FEET OF THE SW 1/4 OF THE SE 1/4, LYING WESTERLY OF A LINE 387 FEET WEST OF THE WESTERLY PLAT LIMIT OF "HOLDER" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 26 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, AND THAT PORTION OF THE NW 1/4 LYING SOUTHWEST OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE S.C.L. RAILROAD RIGHT OF WAY, ALL IN SECTION 30, TOWNSHIP 17 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA.

EXCEPTION #3
ALSO LESS AND EXCEPT THAT PORTION OF SAID SW 1/4 OF SECTION 30 PLATTED AS CITRUS SPRINGS UNIT 13 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGES 98 THROUGH 108, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

EXCEPTION #4
ALSO LESS AND EXCEPT THAT PORTION OF SAID NORTHWEST 1/4 OF SECTION 30 PLATTED AS CITRUS SPRINGS UNIT 18, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGES 34 THROUGH 36, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

EXCEPTION #6
ALSO LESS AND EXCEPT THAT PORTION OF SAID SW 1/4 OF SECTION 30, CONVEYED FROM DELTONA LAND AND INVESTMENT CORP., A FLORIDA CORPORATION, TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY SPECIAL WARRANTY DEED DATED JANUARY 22, 1979 AND RECORDED IN OFFICIAL RECORDS BOOK 531, PAGES 955 THROUGH 957, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

EXCEPTION #7
ALSO LESS AND EXCEPT THAT PORTION OF SAID SW 1/4 OF SECTION 30, CONVEYED FROM THE DELTONA CORPORATION, A DELAWARE CORPORATION, TO FLORIDA POWER CORPORATION, A FLORIDA CORPORATION, BY FEE SIMPLE DEED DATED JANUARY 11, 1971 AND RECORDED IN OFFICIAL RECORDS BOOK 277, PAGES 733 THROUGH 735, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

EXCEPTION #8
ALSO LESS AND EXCEPT THAT PORTION OF SAID SECTION 31 CONVEYED FROM DELTONA LAND AND INVESTMENT CORP., A FLORIDA CORPORATION, TO HOME CRAFT BUILDERS, INC., A FLORIDA CORPORATION, BY WARRANTY DEED DATED SEPTEMBER 6, 1985 AND RECORDED IN OFFICIAL RECORDS BOOK 680, PAGES 2145 AND 2146 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID LESS AND EXCEPT LIES EASTERLY OF A LINE 387 FEET WEST OF THE WESTERLY PLAT LIMIT OF "HOLDER" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 26 OF THE PUBLIC RECORDS OF CITRUS

Attachment: Applicant's submittal items (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments

COUNTY, FLORIDA.

EXCEPTION #9
ALSO LESS AND EXCEPT THAT PORTION OF SAID SECTION 30 CONVEYED FROM NORSUNCO CORPORATION, A FLORIDA CORPORATION, TO THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 994, PAGE 445, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

EXCEPTION #10
ALSO LESS AND EXCEPT THAT PORTION OF SAID SECTION 30 CONVEYED FROM NORSUNCO CORPORATION, A FLORIDA CORPORATION, TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 1002, PAGE 1380, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

ALL OF THE ABOVE DESCRIBED LANDS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PARCEL C:
THAT PORTION OF LANDS LYING IN SECTIONS 30 AND 31, TOWNSHIP 17 SOUTH, RANGE 19 EAST AND SECTION 25, TOWNSHIP 17 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A CONCRETE MONUMENT AT THE CENTER OF SAID SECTION 30 FOR A POINT OF REFERENCE, THENCE RUN S 0° 16' 42" W ALONG THE EAST BOUNDARY OF THE SW 1/4 OF SAID SECTION 30 A DISTANCE OF 433.27 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID EAST BOUNDARY AND THE WESTERLY RIGHT-OF-WAY OF THE SEABOARD COASTLINE RAILROAD AND THE POINT OF BEGINNING, THENCE CONTINUE S 0° 16' 42" W ALONG SAID EAST BOUNDARY A DISTANCE OF 1802.49 FEET TO A CONCRETE MONUMENT, THENCE RUN N 89° 57' 14" E A DISTANCE OF 880.62 FEET TO A CONCRETE MONUMENT, THENCE RUN S 00° 17' 49" W A DISTANCE OF 421.46 FEET TO A CONCRETE MONUMENT ON THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 491, SAID MONUMENT BEING ON A CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 2914.93 FEET AND A CENTRAL ANGLE OF 17° 56' 20", THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 912.65 FEET TO A CONCRETE MONUMENT (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 75° 47' 05" W 908.92 FEET), THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY RUN N 00° 11' 43" E A DISTANCE OF 243.43 FEET TO A CONCRETE MONUMENT, SAID POINT BEING THE SOUTH 1/4 CORNER OF SAID SECTION 30, THENCE RUN S 89° 56' 13" W ALONG THE SOUTH BOUNDARY OF THE SW 1/4 OF SAID SECTION 30 A DISTANCE OF 1297.31 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH BOUNDARY AND THE EASTERLY RIGHT-OF-WAY OF A 100 FOOT WIDE FLORIDA POWER CORPORATION RIGHT-OF-WAY, THENCE RUN N 27° 18' 43" W ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 2511.28 FEET TO A CONCRETE MONUMENT AT THE MOST SOUTHERLY CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 531, PAGE 955, THENCE RUN ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY BOUNDARIES OF SAID LANDS THE FOLLOWING COURSES AND DISTANCES: N 62° 39' 56" E 125.03 FEET, N 27° 21' 34" W 109.10 FEET, N 31° 03' 11" W 215.30 FEET, AND S 58° 56' 56" W 124.99 FEET TO A CONCRETE MONUMENT ON SAID EASTERLY RIGHT-OF-WAY, THENCE RUN N 31° 08' 04" W ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 500.38 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY AND THE SOUTHERLY RIGHT-OF-WAY OF CITRUS

Attachment: Applicant's submittal items (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments

STRINGS BOULEVARD AS SHOWN ON THE PLAT OF CITRUS SPRINGS UNIT 18 AS RECORDED IN PLAT BOOK 7, PAGES 34 THROUGH 36, OF SAID PUBLIC RECORDS, THENCE RUN N 58° 59' 16" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 1929.27 FEET TO A CONCRETE MONUMENT AT THE POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY AND THE WESTERLY RIGHT-OF-WAY OF SAID SEABOARD COASTLINE RAILROAD, SAID POINT BEING ON A CURVE CONCAVED NORTHEASTERLY HAVING A RADIUS OF 5789.65 FEET AND A CENTRAL ANGLE OF 1° 49' 31", THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 184.44 FEET TO A CONCRETE MONUMENT AT THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 34° 30' 18" E. 184.44 FEET), THENCE RUN S 35° 25' 03" E A DISTANCE OF 1929.54 FEET TO THE POINT OF BEGINNING.

PARCEL D:
THAT PORTION OF LANDS LYING IN SECTION 30, TOWNSHIP 17 SOUTH, RANGE 19 EAST AND SECTIONS 25 AND 36, TOWNSHIP 17 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A CONCRETE MONUMENT AT THE SW CORNER OF SAID SECTION 30, THENCE RUN N 89° 56' 13" E ALONG THE SOUTH BOUNDARY OF THE SW 1/4 OF SAID SECTION 30 A DISTANCE OF 1294.03 FEET TO A CONCRETE MONUMENT AT THE INTERSECTION OF SAID SOUTH BOUNDARY AND THE WESTERLY RIGHT-OF-WAY OF A 100 FOOT WIDE FLORIDA POWER CORPORATION RIGHT-OF-WAY, THENCE RUN N 27° 18' 43" W ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 1838.79 FEET TO A PERMANENT REFERENCE MONUMENT AT THE MOST EASTERLY CORNER OF BLOCK 1005 OF CITRUS SPRINGS UNIT 13 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGES 98 THROUGH 108, OF THE PUBLIC RECORDS OF SAID CITRUS COUNTY, FLORIDA, THENCE RUN S 58° 52' 49" W ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 1005 A DISTANCE OF 1887.93 FEET TO A PERMANENT REFERENCE MONUMENT AT THE MOST SOUTHERLY CORNER OF LOT 35 OF SAID BLOCK 1005, SAID PERMANENT REFERENCE MONUMENT BEING ON A CURVE CONCAVED WESTERLY HAVING A RADIUS OF 3795.00 FEET AND A CENTRAL ANGLE OF 20° 18' 13", THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE EASTERLY BOUNDARY OF LOTS 36 THROUGH 52, BLOCK 1005 A DISTANCE OF 1344.81 FEET TO A CONCRETE MONUMENT AT THE SOUTHEASTERLY CORNER OF SAID LOT 52, BLOCK 1005, SAID CONCRETE MONUMENT BEING ON THE NORTHERLY RIGHT-OF-WAY OF A 420.00 FOOT WIDE FLORIDA POWER CORPORATION RIGHT-OF-WAY, (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S 5° 45' 30" E, 1337.79 FEET), THENCE RUN N 89° 48' 50" E ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 1089.59 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF THE NE 1/4 OF SAID SECTION 36, THENCE RUN N 0° 08' 35" W ALONG SAID EAST BOUNDARY A DISTANCE OF 668.11 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

Attachment: Applicant's submittal items (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments

THAT PART OF THE SE 1/4 OF THE NE 1/4 AND THE NORTH 1/2 OF THE NE 1/4 OF THE SE1/4 OF SECTION 25, TOWNSHIP 17 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA, LYING NORTHEAST OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN 100 FOOT WIDE RIGHT-OF-WAY CONVEYED FROM THE DELTONA CORPORATION, A DELAWARE CORPORATION, TO FLORIDA POWER CORPORATION, A FLORIDA CORPORATION, BY FEE SIMPLE DEED DATED JANUARY 11, 1971 AND RECORDED IN OFFICIAL RECORDS BOOK 277, PAGES 733 THROUGH 735 INCLUSIVE, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, AND, SOUTHEASTERLY OF CITRUS SPRINGS UNIT 18, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGES 34 THROUGH 36, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:
THAT PORTION OF SAID SECTION 30 CONVEYED FROM NORSUNCO CORPORATION, A FLORIDA CORPORATION, TO THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 994, PAGE 445, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

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Parcel Identification Number: **30 17S19E 31000 / 25 17S18E 12000 / 36 17S18E 11000**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.
In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Attachment: Applicant's submittal items (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments

Norsunco Corporation, a Florida Corporation

By: Lewis S. Ranieri, President

(Corporate Seal)

Signed, sealed and delivered in our presence:

Witness Signature

Print Name: Christopher J. Steele

Witness Signature

Print Name: HELEN DALY

State of ~~Florida~~ New York

County of ~~Orange~~ Nassau

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on **the** 5 **day of August, 2005,** by **Lewis S. Ranieri, as President , and , as on behalf of Norsunco Corporation, a Florida Corporation,** existing under the laws of the State of **Florida**, who is/are personally known to me or who has/have produced a valid drivers license as identification.

NOTARY PUBLIC

CHRISTOPHER J. STEELE
Notary Public, State of New York
NO. 01ST5014372
Qualified in Suffolk County
Commission Expires July 15, 20 07

Printed Name of Notary

My Commission Expires:

Attachment: Applicant's submittal items (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments

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 36 Township 17 Range 19 Alternate Key # 2279842/1935822/1458765

Lot/Parcel N/A Block N/A

Subdivision N/A

I, NOEL ANDRESS, owner of the above described property,
(Name of Owner)

authorize Kami Corbett of Hill Ward Henderson 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: Noel Andress
(Signature of Owner)

STATE OF FLORIDA
COUNTY OF ~~CITRUS~~ Lee

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

WITNESS my hand and official seal this 24 day of August 21.

Robin Parmelee
Printed Name

Notary Public - State of Florida

Seal

ROBIN PARMELEE
Notary Public State of Florida
Commission # GG 195021
My Comm. Expires May 17, 2022

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Development Division

Attachment: Applicant's submittal items (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments

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SEP 14 2021
Land Development Division

Date: September 14, 2021
To: Joanna Coutu, Director of Land Development Division, Citrus County
From: Steve Luce, Director of Entitlements, EPG
Subject: Plan Amendment/Rezoning – 193 acre site/Citrus Springs

Thank you for sending an electronic copy of the site plan. It does make the print much easier to read, although there are a few additional questions:

- The ponds are now clearly visible and also say that they are "open space". Can you describe the uses proposed in those (i.e., is any portion proposed for recreation, trails, etc. or is it just meant for drainage retention)?

  Response: These are intended to be stormwater ponds. Detailed drainage engineering and design has not yet been completed. The exact, size, shape and location of the stormwater ponds will be determined at the time of permitting. It is anticipated that pond space will likely be somewhat smaller than depicted on the zoning site plan. This will allow us to provide some additional open space for the community. The open space will primarily be passive. We will include smaller gathering spaces/pocket parks/dog park uses which will include seating, fencing, and landscaping to accommodate these community uses.

- The text is not legible for the cross-hatched area. What is this proposed for?

  Response: This is the proposed location of the amenity center for the community, which will likely include a clubhouse, pool, playground, mail kiosk and other passive uses for the community. The label has been updated so that it can be clearly identified.

- Are there other trails, recreation facilities, etc. proposed? Note 14 mentions pocket parks, but those are not on the overall site plan - can you provide some more information about those (i.e., number, size, general location, uses proposed)?

  Response: We do propose pedestrian/bicycle connections to the adjacent school and regional trail. At a minimum we will have sidewalks on one side of all subdivision streets. These sidewalks will be located throughout the community.

- Water Resources is working on a response regarding water/sewer concurrency -thanks for copying me on that request.

  Response: We are awaiting Water Resources input on water and sewer availability

Attachment: Applicant's submittal items (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments

and points of connection. Staff did advise that there is public water available adjacent to the site. Staff is checking on public sewer.

- 40' lot width is very unusual in the County - can you provide some more information on the types of homes that are considered for this width? Conceptualplan(s) may be helpful to support this request.

  Response: Homes on 40 ft. wide lots are 30 feet wide and vary in depth. Typical depths are between 50 ft. and 80 ft. Overall square footage typically ranges between 1,500 sq. ft. and 3,000 sq. ft. The homes are a mix of one and two stories and typically include a two-car attached garage. The national home builders that are anticipated to be the builders within this proposed community typically provide for a compatible mix of building materials in order to enhance and differentiate base walls and roof lines/eaves, window and door trims. A typical style is Mediterranean Revival. The community will include an HOA that will include design standards and include on-going long term oversight of the community standards and appearance.

- With the smaller lot size proposed, an ISR of 55% may be difficult to obtain on each lot. Is this proposed to be calculated on a plat-wide basis or on individual lots?

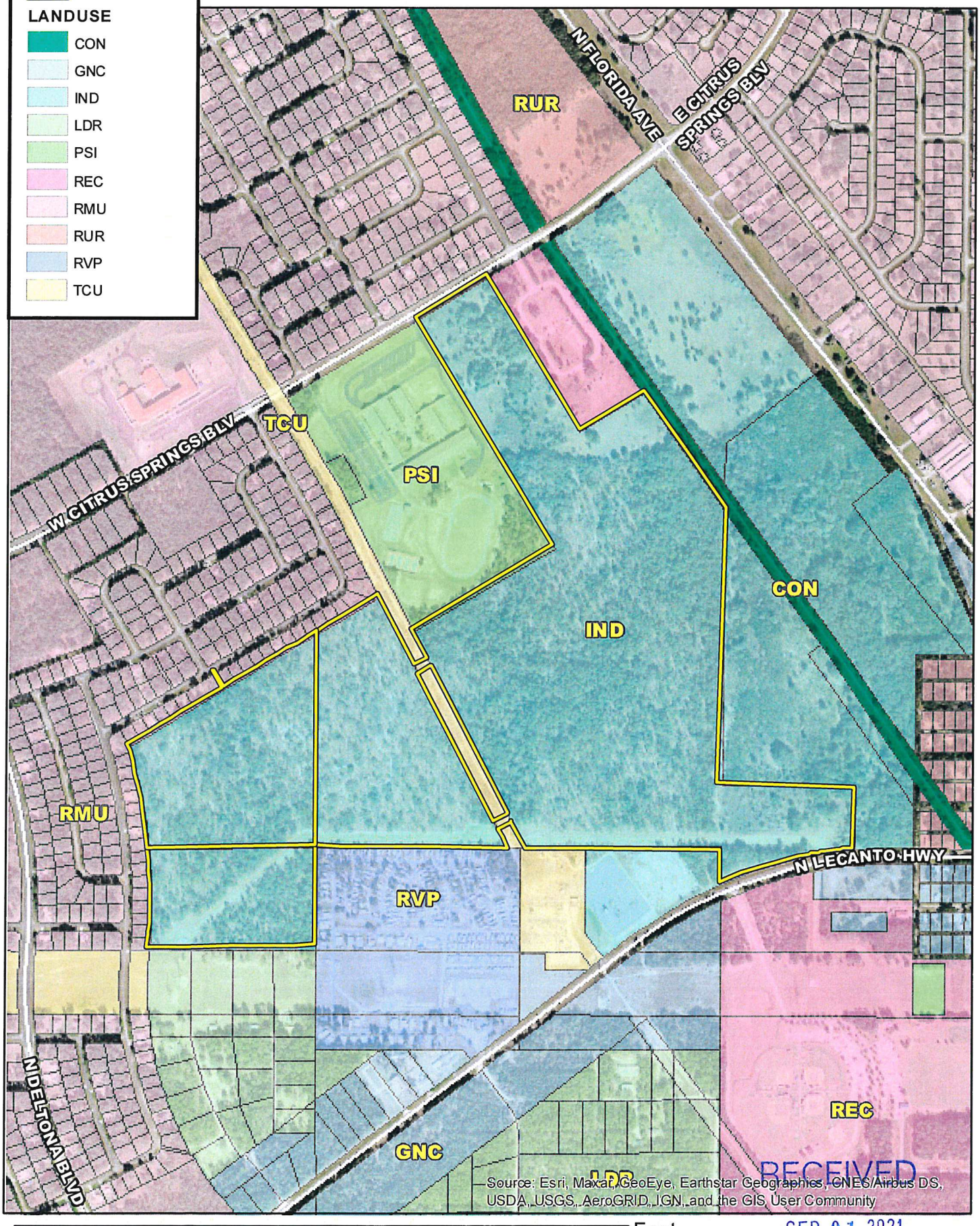
  Response: We propose to calculate the ISR on a plat wide basis.

- Finally, just advise if you want this application check cashed and will send additional funds or want this one returned to you.

  Response: The balance of the application fee is being sent via FedEx to your attention.

Attachment: Applicant's submittal items (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments

FUTURE LAND USE



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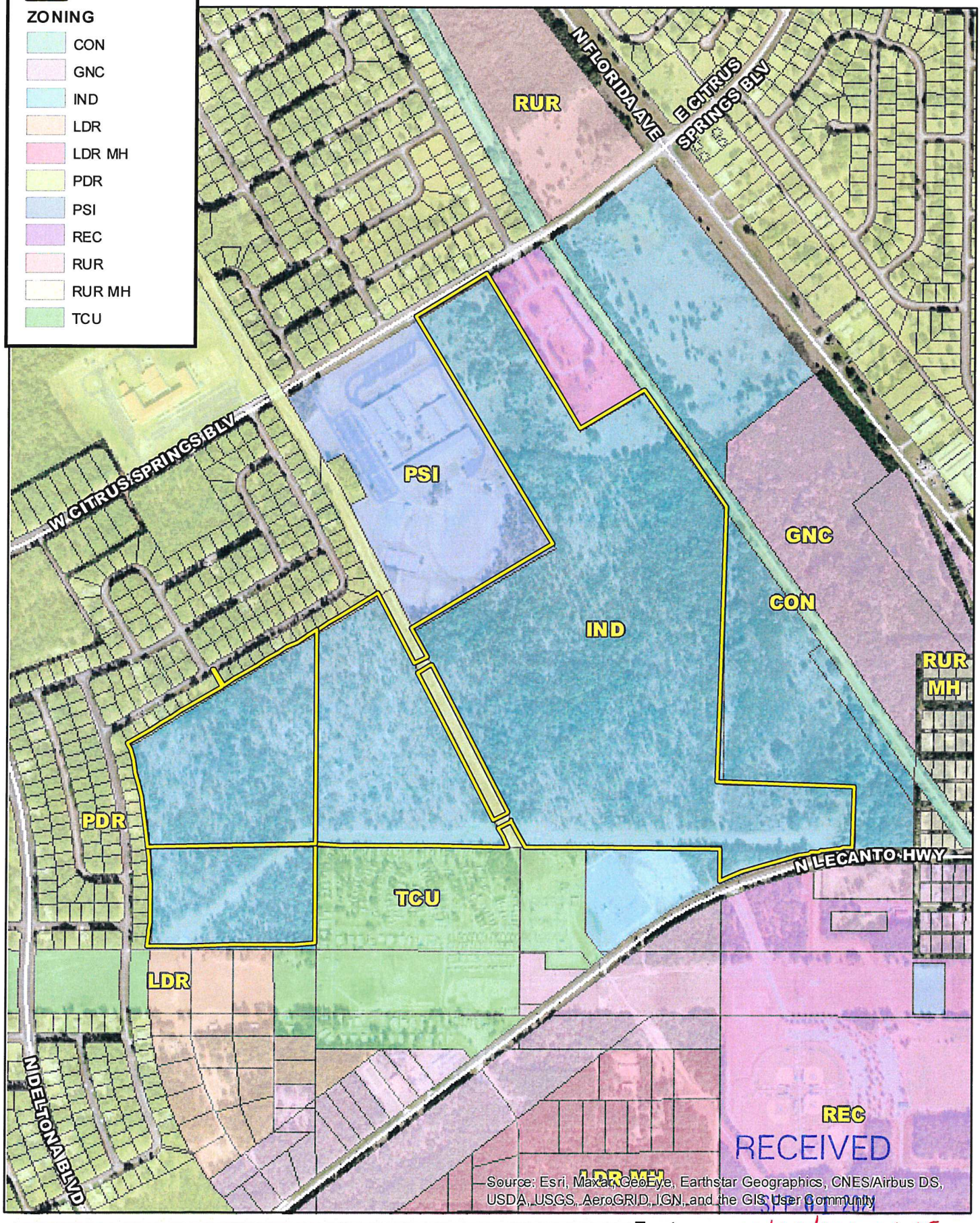
Land Development Division

Attachment: Applicant's submittal items (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments

CURRENT ZONING



0 1,000 2,000 4,000 Feet

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Land Development

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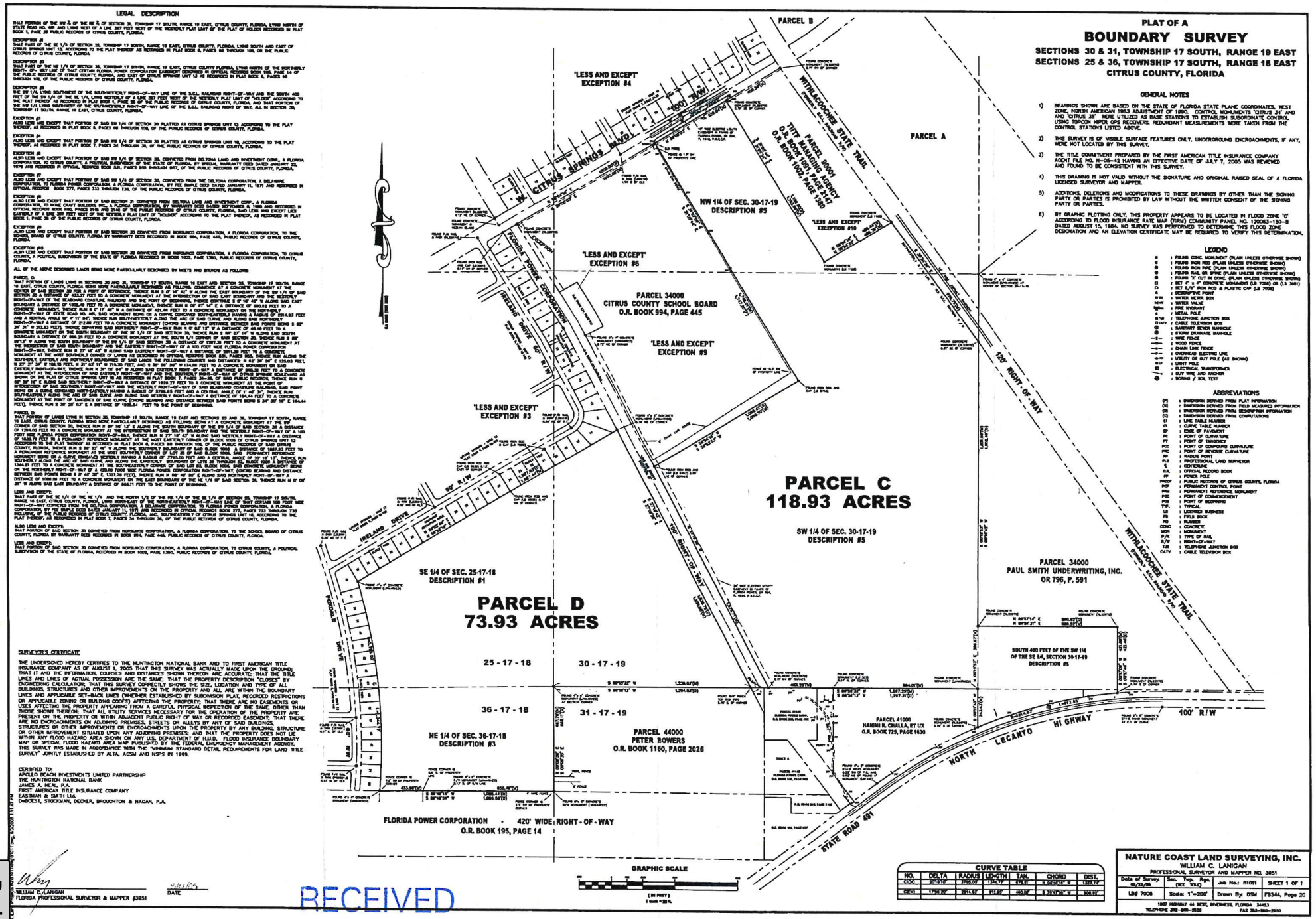

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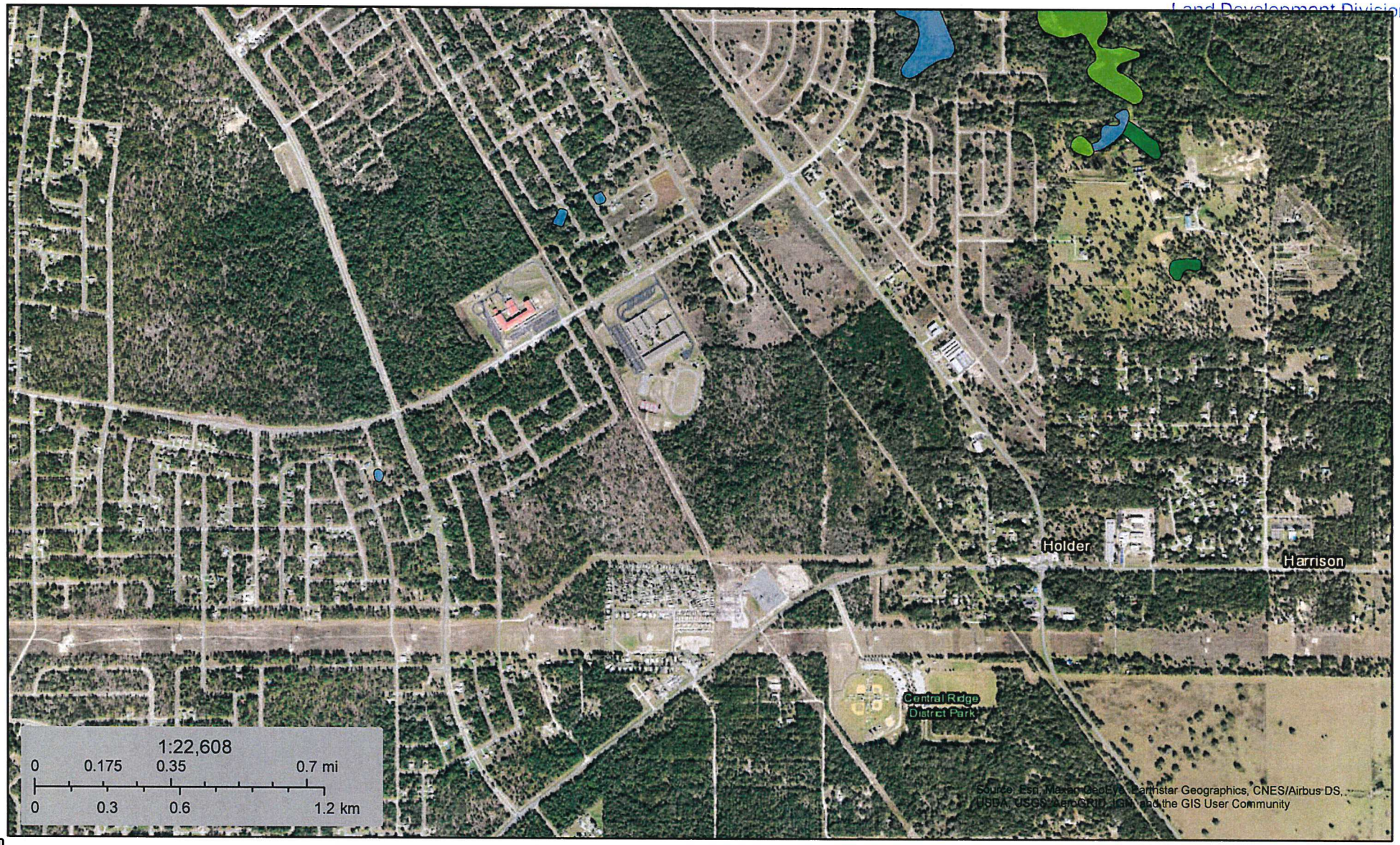
Land Development Division

U.S. Fish and Wildlife Service

National Wetlands Inventory

193 Acre Wetlands Map



August 12, 2021

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

NWI)

This page was produced by the NWI mapper

From: Alyssa Barr <alyssabarr214@gmail.com <mailto:alyssabarr214@gmail.com> >
Sent: Sunday, October 10, 2021 11:24 PM
To: Michael F. Sherman <Michael.Sherman@citrusbocc.com <mailto:Michael.Sherman@citrusbocc.com> >
Subject: [EXTERNAL]Public Input Suggestion-Citrus Springs

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

1

Hi Michael,

I'm just emailing in reference to the sign placed on the property of Citrus Springs Blvd adjacent to the trailhead and Middle School, altkey: 2279842.

The sign says open to public input, so I'm hoping you are the right contact for this.

My input: i would like to push for a kids splash pad/playground/picnic field for families to gather and to be able to hold various community activities: easter egg hunts/movie nights/holiday walks/small concerts/public rentals, etc. It would be ideal to have space for food/ice cream trucks to conduct business, plus it being connected to the trailhead would serve as a nice cool-down destination, especially with the longer connection of the blue run trail. The existing trail bathrooms would also be helpful if needed during the initial building stage.

CPA|AA|PUD-21-15

Attachment: Public input (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited Partnersh)

If this idea is even remotely considered, please check out Kiwanis Sprayground and its surrounding grounds in Dunedin, FL. as the inspiration for this.

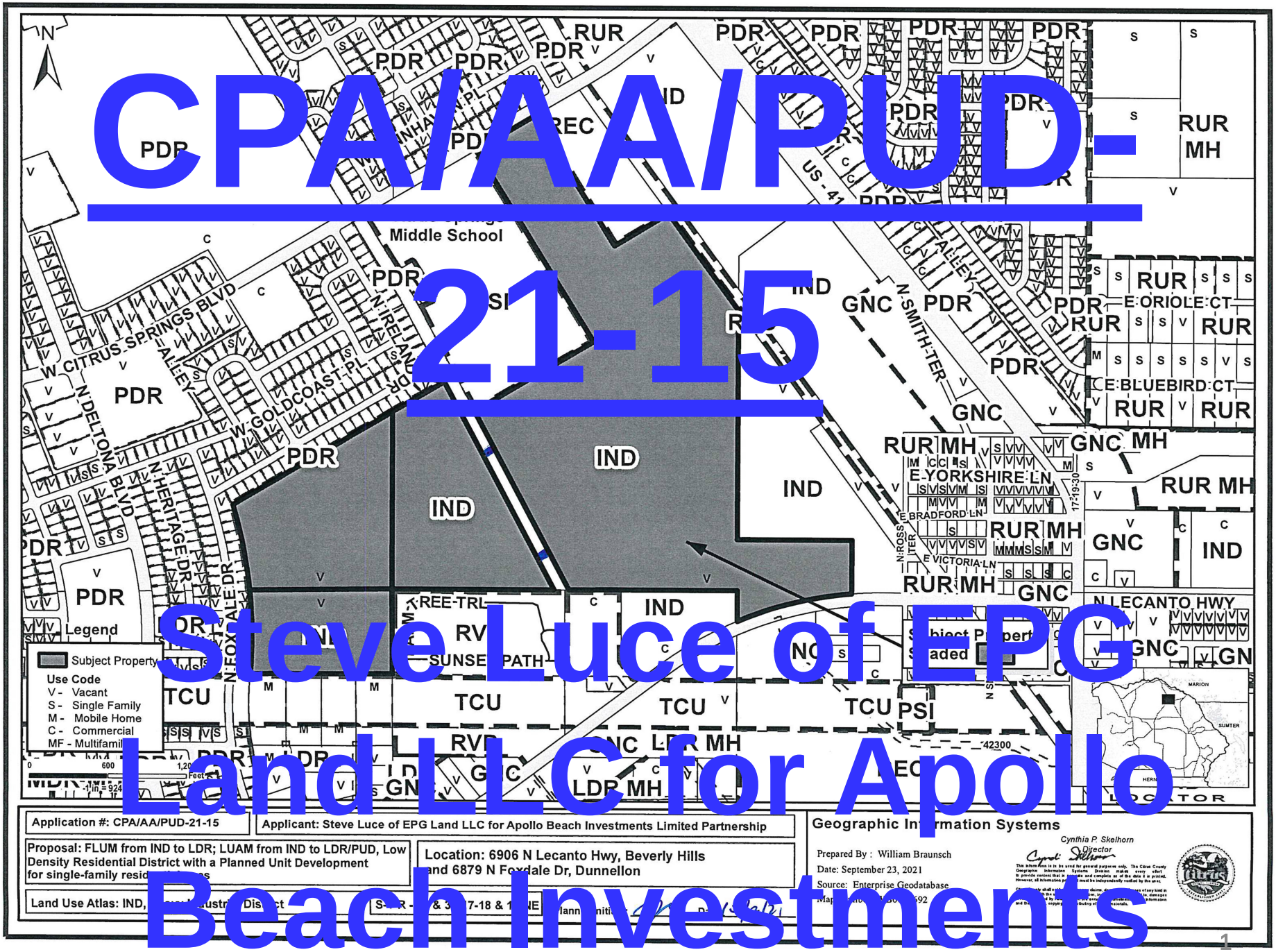
Thank you for your time!

Alyssa Barr

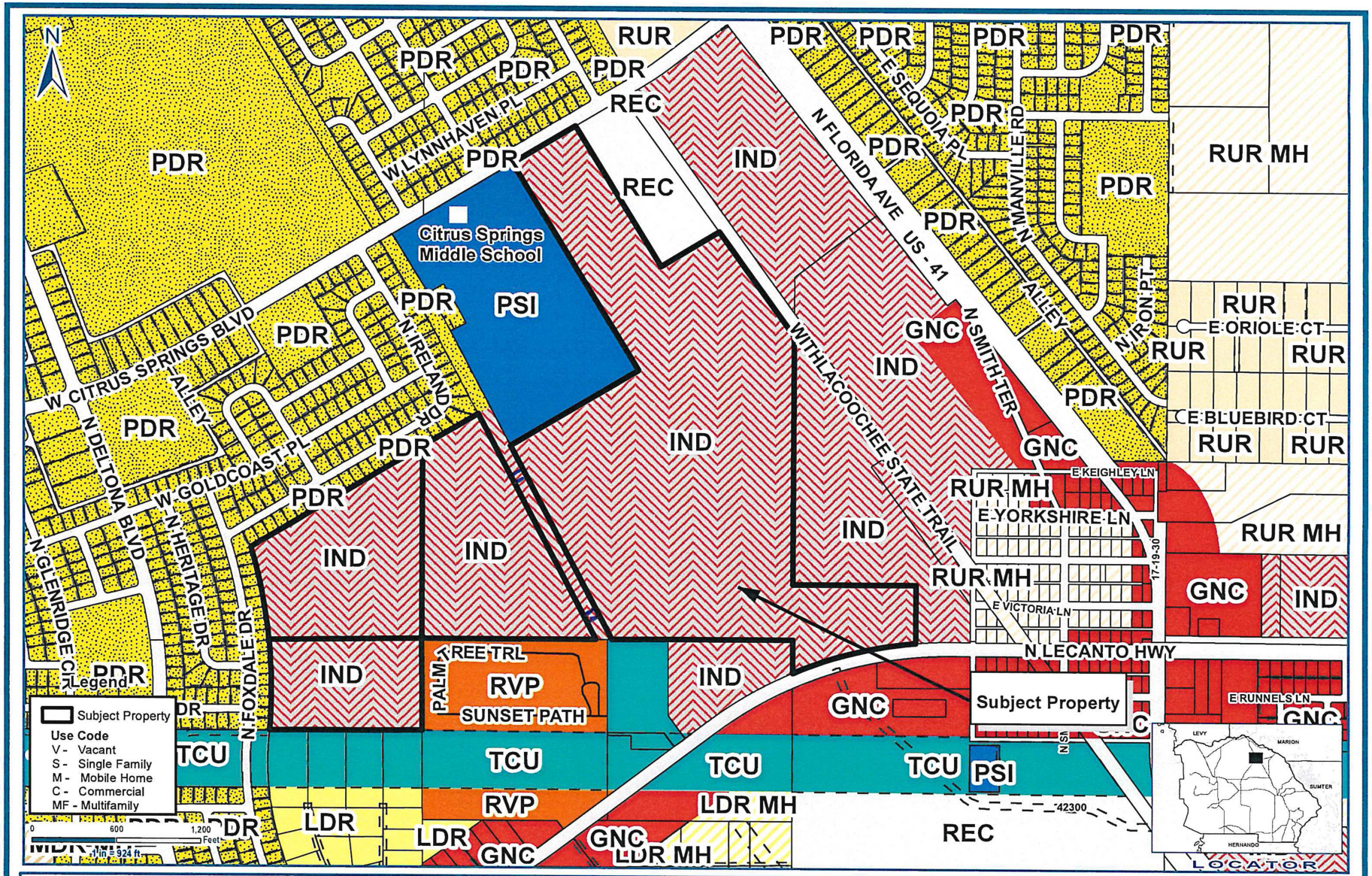
Tropic Shores Realty

(352) 634-0546

Attachment: Public input (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited Partnersh)



Attachment: BCC powerpoint (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for



Application #: CPA/AA/PUD-21-15	Applicant: Steve Luce of EPG Land LLC for Apollo Beach Investments Limited Partnership
Proposal: FLUM from IND to LDR; LUAM from IND to LDR/PUD, Low Density Residential District with a Planned Unit Development for single-family residential uses	Location: 6906 N Lecanto Hwy, Beverly Hills and 6879 N Foxdale Dr, Dunnellon
Land Use Atlas: IND, Heavy Industrial District	S-T-R - 25 & 30-17-18 & 19 NE

Planner Initials: JL Date: 10/4/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : William Braunsch
Date: September 23, 2021
Source: Enterprise Geodatabase
Map Number: WB0000693

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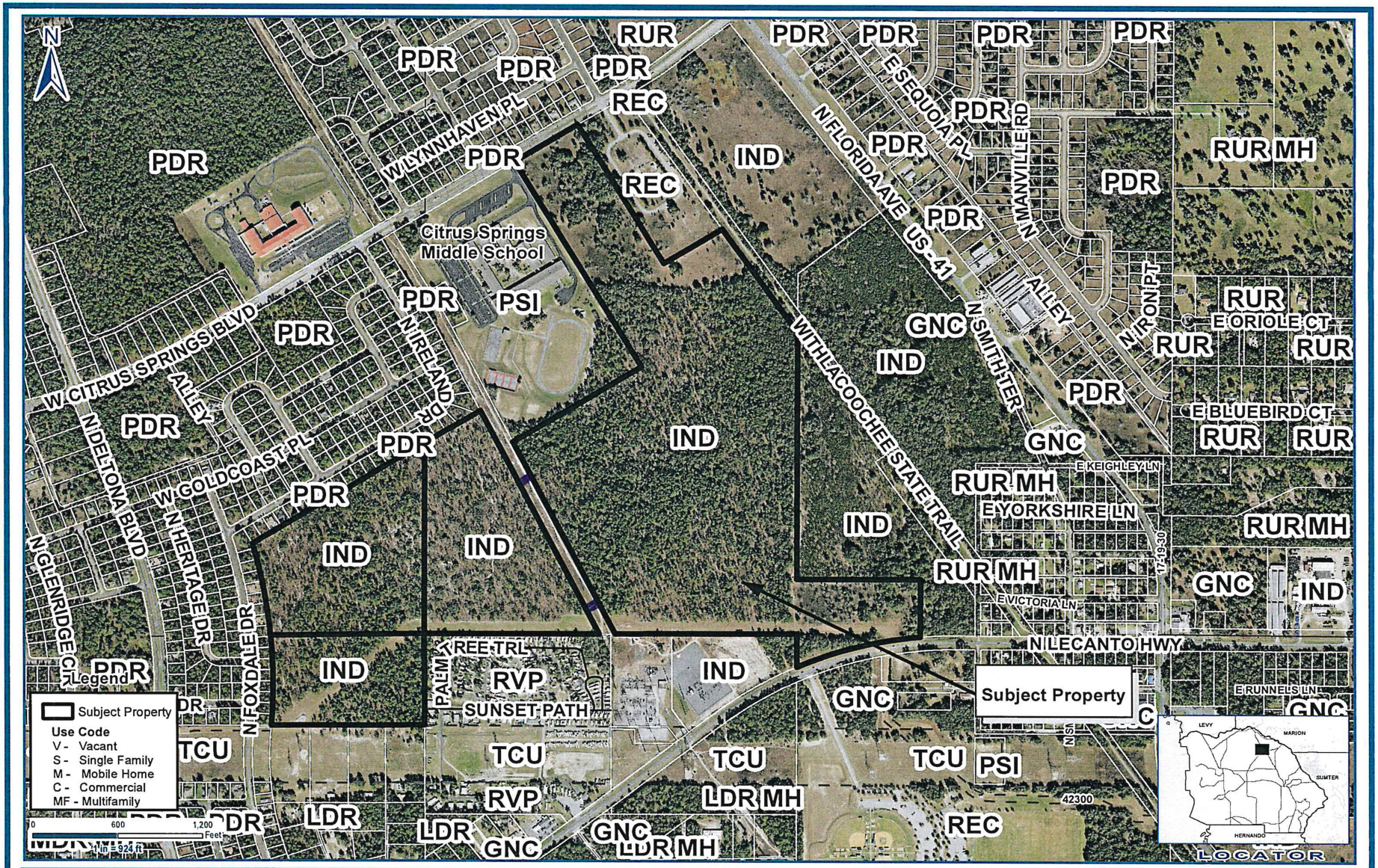

Application #: CPA/AA/PUD-21-15	Applicant: Steve Luce of EPG Land LLC for Apollo Beach Investments Limited Partnership
Proposal: FLUM from IND to LDR; LUAM from IND to LDR/PUD, Low Density Residential District with a Planned Unit Development for single-family residential uses	Location: 6906 N Lecanto Hwy, Beverly Hills and 6879 N Foxdale Dr, Dunnellon
Land Use Atlas: IND, Heavy Industrial District	S-T-R - 25 & 30-17-18 & 19 NE

Planner Initials: JC Date: 10/4/21

Geographic Information Systems

Prepared By : William Braunsch
Date: September 23, 2021
Source: Enterprise Geodatabase
Map Number: WB0000694

Cynthia P. Skelhorn
Director

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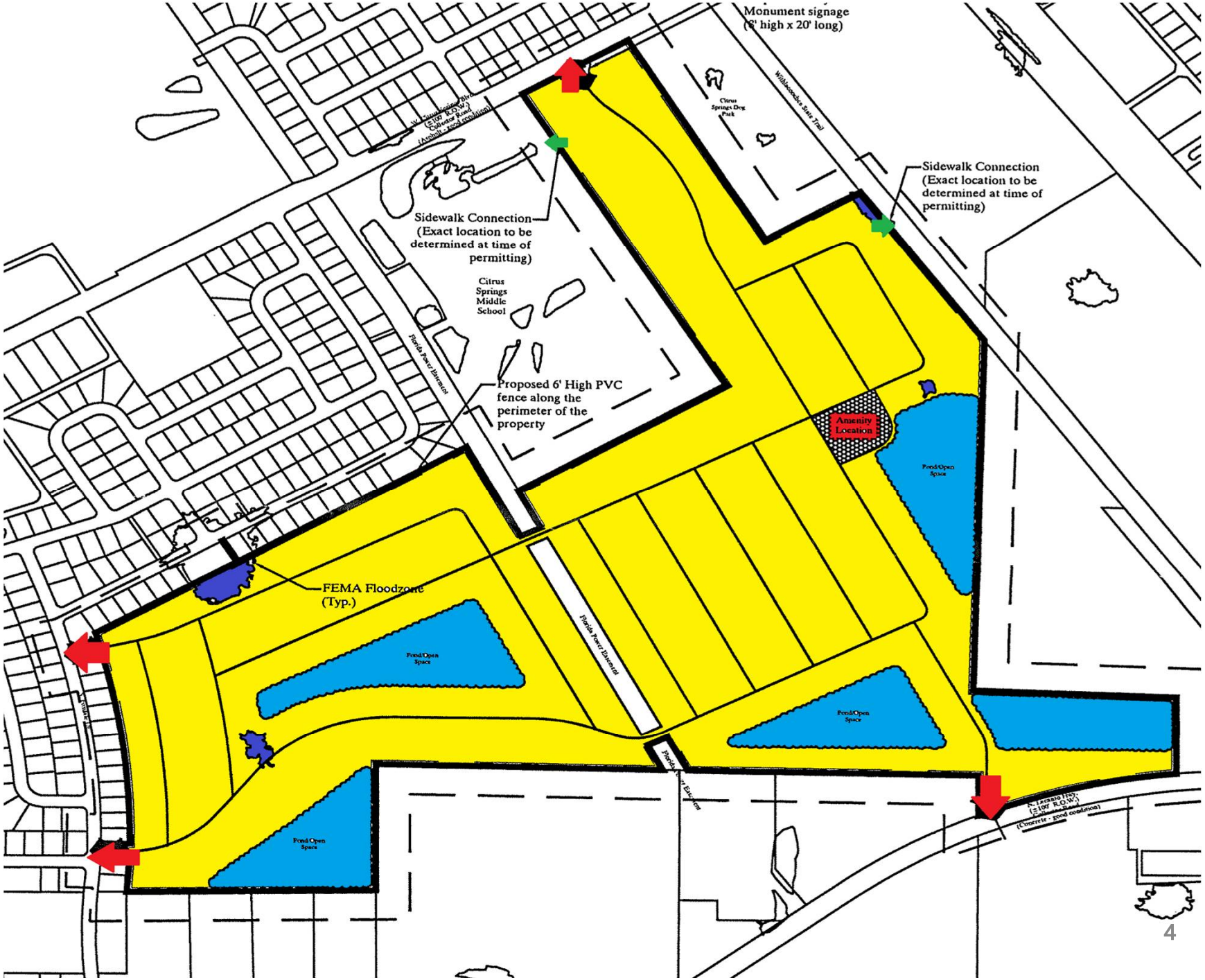

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PM2-21-149

DEPARTMENT OF GROWTH MANAGEMENT
2021 LARGE SCALE
COMPREHENSIVE PLAN AMENDMENT/ATLAS AMENDMENT
STAFF FINDINGS REPORT
TO THE
BOARD OF COUNTY COMMISSIONERS

APPLICATION NUMBER: CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments Limited Partnership

DATE: November 18, 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 create a new Planned Unit Development.

FUTURE LAND USE MAP REQUEST:	From: IND, Industrial District To: LDR, Low Density Residential District
LAND USE ATLAS MAP REQUEST:	From: IND, Heavy Industrial District To: LDR/PUD, Low Density Residential District with a Planned Unit Development for single-family residential uses
LOCATION:	Sections 25 and 36, Township 17 South, Range 18 East; and Sections 30 and 31, Township 17 South, Range 19 East; more specifically, Parcel 12000 lying in Section 25, and Parcel 11000 lying in Section 36; and Parcel 31000 lying in Sections 30 and 31 (Alternate Key Numbers 2279842, 1935822 and 1458765) in the Citrus Springs/Beverly Hills area. A complete legal description is on file with the Land Development Division.
ACREAGE:	Approximately 192.4 acres
SURROUNDING FUTURE LAND DESIGNATIONS:	North – RMU, Regional Mixed Use District; PSI, Public/Semi-Public Institutional District South – IND, Industrial District; TCU; Transportation/Communication/Utilities District; RVP, Recreational Vehicle Park District East – IND District; REC, Recreation District; West – PSI District; RMU District
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	North – PDR, Planned Residential District (single-family use designation); PSI, Public/Semi-Public Institutional District South – IND, Heavy Industrial District; TCU, Transportation/Communication/Utilities District; RVP, Recreational Vehicle Park District East – IND District; REC, Recreation District West – PSI District; PDR District (single-family use designation)

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SURROUNDING EXISTING LAND USES:	North – W. Citrus Springs Blvd., vacant and improved residential lots; Citrus Springs Middle School South – Electrical substation; Sandy Oaks RV Park; CR-491 East – Vacant industrial lands; Citrus Springs dog park; Rails to Trails West – Citrus Springs Middle School; vacant and improved residential lots

CHARACTERISTICS OF THE SUBJECT PROPERTY - According to the *Soil Survey of Citrus County* (1988), the soil types in the area are primarily Candler and Arredondo fine sands (0 to 5 percent slope). Limitations to building site development are slight. The subject property is located primarily in Flood Zone X, with some AE flood zone areas, as found on the Flood Insurance Rate Map 12017C0204D.

BACKGROUND – The site is currently vacant and heavily treed. It wraps around the Citrus Springs Middle School, and accesses both CR-491 and W. Citrus Springs Blvd. There is a powerline corridor running through the length of the site, ending at a substation to the south (off-site). The site is also adjacent to the Rails to Trails recreation trail.

The site was designated for Industrial- Light Warehousing as far back as 1986 as a vacant Deltona-owned site but staff could find no record of development.

SUMMARY OF AGENCY COMMENTS: This application is a large-scale CPA, and as such will need to be sent to State agencies for comment prior to final adoption.

SUMMARY OF PUBLIC COMMENTS: Public comments have not been received as of this writing.

REQUEST FOR LAND USE CHANGE

Concurrency

a) Sanitary Sewer – The site lies in the County sewer service area and sewer lines are in the area but not yet abutting this site. County Utilities has provided confirmation that there is available capacity for this project as proposed.
b) Potable Water – The site lies in the County water service area and water lines are in the area. County Utilities has provided confirmation that there is available capacity for this project as proposed.
c) Solid Waste – The property will utilize commercial solid waste collection with disposal in the Citrus County landfill.
d) Drainage – The site will comply with SWFWMD and/or County stormwater standards, demonstrated at the time of platting.

Consistency with Comprehensive Plan – The following Policies are relevant to this application:

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 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*

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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 may 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 4.2 units per acre and proposes central water and central sewer.

Policy 17.15.11 *The following open space standards shall apply to all new residential development:*

Inside the PSA – specific open space standards shall be established in the LDC. The LDC shall be amended to require open space of not less than 20 percent for all new residential subdivisions located within the Planned Service Area…

Staff comment - The applicant has not yet provided these calculations due to the conceptual nature of the master plan but will need to demonstrate compliance with this standard at the time of platting of the development (including within phases as may be warranted).

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 applicant has indicated that sidewalks will be constructed, at a minimum, on one side of the streets.

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Policy 2.3.1 *The County will assure that all residential development dedicate; or provide active recreation and open space areas.*

Staff comment – The Master Plan includes an amenity area, and the applicant has noted that this standard will be met at the time of platting. The application narrative includes an expected clubhouse, pool, playground, and pocket/dog park uses.

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 abutting residential uses and a school site and would appear to be more compatible with the area than the current Industrial designation of the site.

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 approximately 192.86 acres from IND to LDR on the Future Land Use Map and from IND to LDR/PUD on the Land Development Code Atlas Map, to create a residential subdivision.
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 and would remove potential inconsistencies between the surrounding residential areas and a potential industrial development.

REQUEST FOR A PLANNED UNIT DEVELOPMENT

Consistency with the Land Development Code (LDC):

Access Management/Transportation: The Master Plan proposes four access points to the site; one each on CR-491 and W. Citrus Springs Blvd, and two on N. Foxdale Drive.

CR-491 is a Minor Arterial roadway which would anticipate this traffic demand, although the applicant will need to provide trip generation rates for the proposed development to determine if auxiliary lanes will be required per Section 7190 of the LDC. The Engineering Division has also noted that the proposed roadway connection will need to line up directly across from the driveway entrance for Central Ridge Park (intersection improvements may be required).

W. Citrus Springs Blvd. is a divided Minor Collector roadway. Engineering Division has stated the following:

> The proposed roadway connection would need to access via a directional median opening with a 330-foot separation. Considering the existing driveway connections for the school and trailhead, which have an existing separation of 760 feet, there is not adequate connection spacing to install a full median opening which requires a 660-foot separation. The existing full median will need to be modified from a full

Attachment: Staff Report and Locator Map (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments

> median to a directional median allowing for a westbound left turn into the development. Refer to Table 7-1, Access Classification and Spacing Requirements, of the LDC.

N. Foxdale Drive is a local roadway within the Citrus Springs subdivision. Engineering Division has noted the following:

> Applicant is proposing to connect two subdivision roads to this local roadway. The location of the intersection spacing for roadway connections would be subject to the requirements of Chapter 7 of the LDC, where the deflection of intersecting roadways would need to be less than 20 feet or greater than 100 feet. Refer to the figure on Page 7-69 of the LDC titled "Minimum Centerline Radii and Deflection".

The Master Plan proposes two roadway crossings of the existing Duke Energy powerline corridor. At the time of platting, the applicant will need to provide authorization from that entity for these crossings and improvements.

Engineering Division has also noted that there is a 50-foot Sabal Trail gas pipeline easement which runs along the south property line (OR Book 2748, Pg 1726) which should be reflected on the Master Plan.

Gated entrances have not been proposed, but if desired would be required to meet the standards of the LDC for gated entrances.

Impervious Surface/Stormwater: The Master Plan contains a note regarding a 55% impervious surface (ISR), to be calculated on a plat-wide basis. The LDC outlines a maximum of 35% for the LDR district, although the PUD does allow for flexibility with this standard. The adjacent residential lots utilize a maximum of 50% for development, while the current IND designation could allow up to 70% impervious surface. Staff has no concerns with this proposal provided that stormwater plans address this item at the time of platting.

Landscaping/Buffers: The Master Plan notes that LDC standards will be met for landscaping/buffers. This would require minimum 10' Type "B" buffers adjacent to the middle school, RV park, dog park and trail, and industrial areas, with a sodded strip required adjacent to residential development. In addition, a 6' PVC perimeter fence is proposed around the site.

Residential Density/Lot Sizes/Setbacks: The Master Plan proposes a total of 800 units, for a total density of approximately 4.15 units/acre. The LDR land use district allows up to two units per acre without a PUD, and up to six units per acre with a PUD. As such, the density proposes meets the density standards of the LDC and Comprehensive Plan.

It is noted that the adjacent residential areas in Citrus Springs have a density of approximately 4.3 units per acre.

The application proposes minimum lot widths of 40', with corner lots having 45' minimum width. The LDC may allow this width with central water and central sewer in a PUD, as proposed. The adjacent Citrus Springs residential lots generally have minimum lot widths of 80'. In response to an inquiry regarding this lot width, the applicant provided the following:

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Homes on 40 ft. wide lots are 30 feet wide and vary in depth. Typical depths are between 50 ft. and 80 ft. Overall square footage typically ranges between 1,500 sq. ft. and 3,000 sq. ft. The homes are a mix of one and two stories and typically include a two-car attached garage. The national home builders that are anticipated to be the builders within this proposed community typically provide for a compatible mix of building materials in order to enhance and differentiate base walls and roof lines/eaves, window and door trims. A typical style is Mediterranean Revival. The community will include an HOA that will include design standards and include on-going long term oversight of the community standards and appearances.

Setbacks are proposed for a front setback of 20' (10' on corner lot second fronts), side setbacks of 5' and rear setbacks of 15'. As a comparison, setbacks within Citrus Springs are generally 25' front, 6' sides and 10' rear. Staff has no concern with the setbacks as proposed.

Pedestrian Circulation/Sidewalks: As noted, the PUD includes a condition that a sidewalk must at a minimum be provided along one side of the roadway (with those streets serving more than 40 units providing sidewalks on both sides of the roadway as outlined in the Comprehensive Plan). The applicant has also proposed pedestrian/bicycle connections to the adjacent school and trail. This will need to be accommodated by the adjacent use as proposed.

Recreation/Open Space: Open space has not been delineated, but is proposed to meet LDC standards, which will need to be demonstrated at the time of platting. Active recreation proposed would be a clubhouse, pool and playground in the amenity area, as well as passive recreation in pocket parks and dog parks onsite.

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.** *Single-family residential uses are proposed within the LDR land use district, which is consistent with that land use district.*

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. While the lots are smaller than those of the surrounding area, the density is slightly less than that area. The current designation of Industrial would appear to be incompatible with many of the current uses in the area.*

C. **Accessory uses shall be permitted as set forth within the approved general concept plan or as found by the Board of County Commissioners to be compatible with an**

Attachment: Staff Report and Locator Map (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments

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, including the allowable density within the proposed LDR land use district.*

F. **Landscaping and design and maintenance shall follow the principles of *Florida Friendly Landscaping* ™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff.**

1. **Planted turf grass and landscaping on residential lots shall be limited to a maximum of 50% of the upland portion of the lot.**
2. **Turf grasses and landscape vegetation shall be common to the area and drought tolerant.**

The PUD would follow 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 that comply with LDC and Comprehensive Plan standards.*

I. **Approval of the proposed PUD development shall include approval of all maps, diagrams, tables, and reports submitted by the applicant.** *The applicant has submitted a site plan date-stamped received September 14, 2021, as well as an accompanying narrative in response to questions.*

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.*

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SUMMARY OF FINDINGS

PLANNING AND DEVELOPMENT COMMISSION (PDC) RECOMMENDATION: The Planning and Development Commission (PDC) discussed this application on November 18, 2021 and recommended approval with conditions. The PDC found that the application is consistent with the requirements of the LDC and 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.

1. The Planned Unit Development (PUD) shall allow for up to 800 single-family detached units, as generally outlined on the Master Plan and accompanying narrative date-stamped received September 14, 2021, by the Land Development Division. Construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code, unless as specifically outlined within these conditions.

2. The project must be served by central water and central sewer.

3. Stormwater Management Design must meet the requirements of the Citrus County Land Development Code in effect at the time of permitting.

4. A Tree Preservation Plan and a biological survey, as outlined in the LDC, must be submitted and approved at the time of Improvement Plans.

5. A minimum 10-foot wide Type "B" buffer shall be provided along the property boundaries where the site abuts the school, dog park, substation site, and trail, as delineated in the LDC. {Note: The PDC suggested adding a requirement for a 6' PVC fence along these areas).

6. 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. Turf grasses and landscape vegetation shall be common to the area and drought tolerant.

7. Minimum lot widths shall be 40'. Setbacks shall be as follows: Front 20' (corner lot second fronts 10'), Side 5', Rear 15'.

8. Impervious Surface Ratio maximum shall be 55%, calculated on a plat-wide basis and demonstrated at the time of platting.

9. Revise the Master Plan to include the 50-foot Sabal Trail gas pipeline easement which runs along the south property line (OR Book 2748, Pg 1726).

10. At the time of platting, the applicant must demonstrate provision for active recreation and required open space, as delineated in the LDC and Comprehensive Plan.

11. At the time of platting, the applicant shall provide authorization for encroachment/development on the Duke Energy powerline corridor, as well as access to the public school site and/or trail site (as applicable).

Attachment: Staff Report and Locator Map (18675 : 5:05 pm CPA/AA/PUD-21-15 Steve Luce of EPG Land LLC for Apollo Beach Investments

12. At the time of platting, the applicant will need to provide trip generation rates for the proposed development to determine if auxiliary lanes will be required. The proposed roadway connection on CR-491 will need to line up directly across from the driveway entrance for Central Ridge Park (intersection improvements may be required), unless otherwise authorized by the County Engineer.

13. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

14. Minor modifications to this Planned Unit Development may be approved by the Director of the Land Development Division as outlined within Section 4304, Modification of a Previously Approved Planned Unit Development, as specified in the LDC.

JLC/cb

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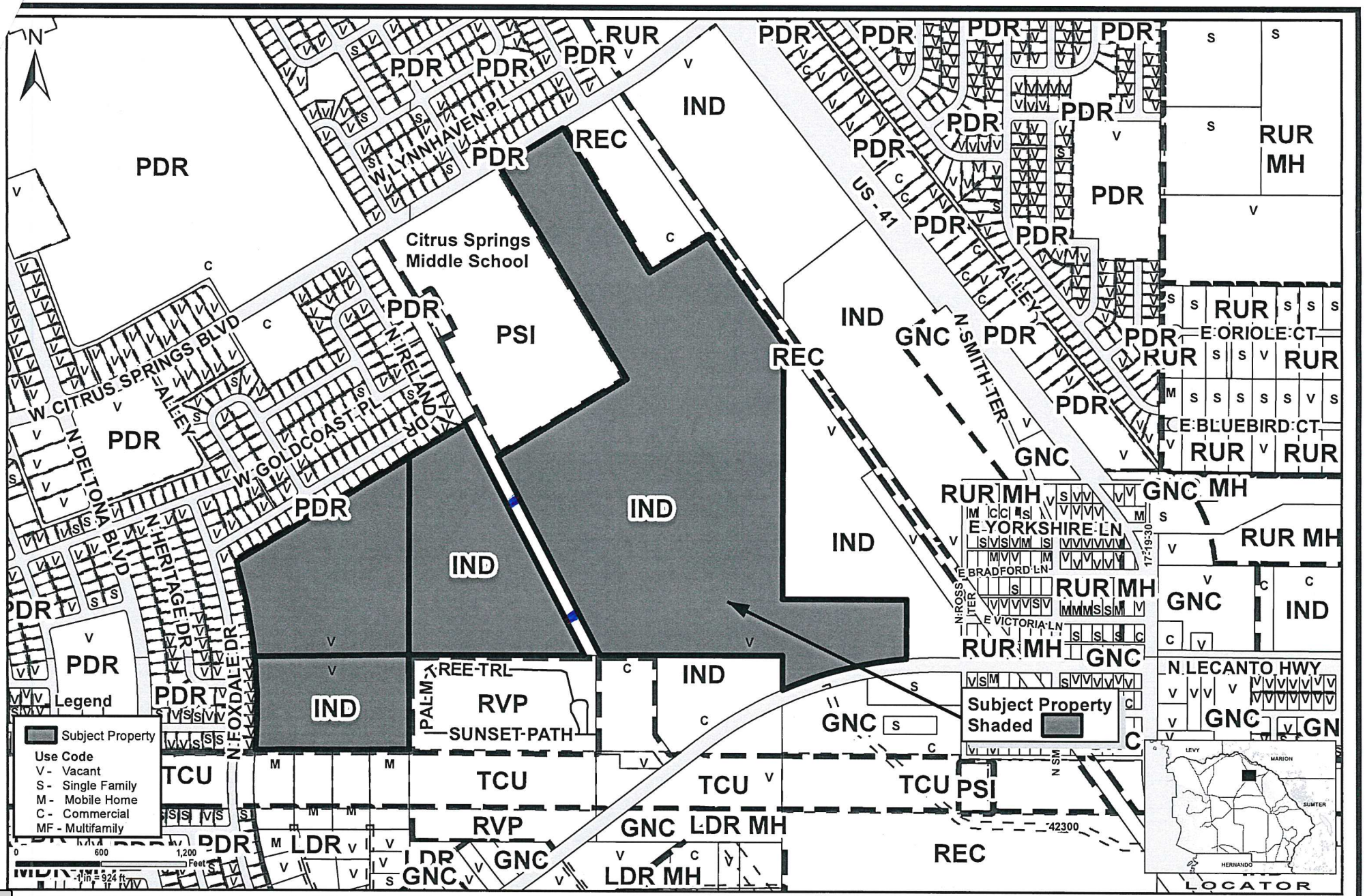

Application #: CPA/AA/PUD-21-15

Applicant: Steve Luce of EPG Land LLC for Apollo Beach Investments Limited Partnership

Proposal: FLUM from IND to LDR; LUAM from IND to LDR/PUD, Low Density Residential District with a Planned Unit Development for single-family residential uses

Location: 6906 N Lecanto Hwy, Beverly Hills and 6879 N Foxdale Dr, Dunnellon

Land Use Atlas: IND, Heavy Industrial District

S-T-R - 25 & 30-17-18 & 19 NE

Planner Initials: _____ Date: 10/4/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : William Braunsch
Date: September 23, 2021
Source: Enterprise Geodatabase
Map Number: WB0000692

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AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

RaceTrac Petroleum, Inc. and Gischorn, LLC propose to revise an existing Development Agreement with Citrus County, Florida. The applicants desire to add additional canopies and gas islands to an existing RaceTrac Neighborhood Market that contains a building that can be no more than 8,000 SF in size, with accompanying gas islands and canopies.

This application was heard by the Planning and Development Commission on November 4, 2021 and recommended for approval.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

a. Conduct a public hearing on December 14, 2021 at 5:10 p.m. to review and discuss DA-21-01 - Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.

b. Authorize the Chairman to execute the First Amendment to Development Agreement for DA-21-01 - Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc., and direct the Clerk to record the Amendment in the public records.

DRAFT

2. DEVELOPMENT APPLICATION

a. DA-21-01 Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.

REQUEST: This proposal is to revise an existing Development Agreement with Citrus County, Florida, a political subdivision of the State of Florida, pursuant to Florida Statutes 163.3221 et seq. and Chapter Twelve, Development Agreements, of the Citrus County Land Development Code. The applicants desire to add additional canopies and gas islands to an existing RaceTrac Neighborhood Market that contains a building approximately 5,500 square feet in size, with accompanying gas islands and canopies. The maximum height of any structures will not exceed the standards as provided within the Citrus County Land Development Code.

LOCATION: Section 4, Township 19 South, Range 18 East; Parcel 23110 (Alternate Key #3520855), whose address is 3310 W. Gulf to Lake Highway, Lecanto, Florida.

STAFF CONTACT: Joanna Coutu, AICP, Director, Land Development Division

INTRODUCTION: Ms. Wright's overview included an aerial view of the subject property and surrounding area, photos of the subject property and surrounding area and a site plan submitted by the applicant.

APPLICANT: Bryan Potts represented the applicant. The request for this application is to upgrade the site by remodeling the convenience store and adding additional pumps and canopies to accommodate fueling of semi-trucks. He stated that they have been in contact with FDOT. FDOT required the addition of a decel lane/right turn into the site for safety.

QUESTIONS/COMMENTS FROM COMMISSION:

Mr. Dixon inquired if the store plans to place an emergency generator for pumping fuel if electricity is out. John Paul Hoover, a representative for RaceTrac, commented that he would have to research that issue and provide an answer at a later date.

Mr. Bramblett voiced his concerns about congestion at the entrance/exit of large trucks at this site. Mr. Potts advised that the proposed exit of the large trucks from the fueling stations is to utilize Laurel Street and to make a left turn onto CR-491.

Mr. Bass asked about the request for the increased square footage of the sign. Mr. Potts stated that it was to accommodate the new design for the sign. Mr.

Attachment: Draft PDC Minutes (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Bass also asked about if the increase in ISR would impact the current DRA. Mr. Potts stated that the original Development Agreement that was executed in 2017 stated that the ISR could be increased to 70 percent and that the site is well below the 70 percent.

QUESTIONS FROM STAFF: None.

STAFF: Ms. Coutu stated that there were a lot of moving parts when RaceTrac was built as CR-491 was being constructed along with the frontage lane, drainage and utility lines. As Mr. Potts pointed out in his presentation, the trucks would head south on the frontage road to Laurel Street to exit the station. The frontage road was designed for cross-access onto CR-491. The proposed expansion of the fueling stations and canopies would be located to the west of the existing RaceTrac.

The applicant requested an increase to the free-standing sign area and the wall sign area for the new canopy area. The findings of fact are positive. This application will be heard by the Board of County Commissioners on December 14.

COMMISSION QUESTIONS/COMMENTS:

Mr. Stone inquired about the closeness of the neighboring building on the south end of the frontage road. Ms. Coutu stated that the daycare building that Mr. Stone referenced was a party to the Development Agreement. He commented that the frontage road seemed inadequate for large truck traffic and for the large trucks to move in close proximity of the existing neighboring building. Ms. Coutu stated that Engineering considered large truck and bus traffic when the frontage road was designed and built. Engineering did review this application and did not have any concerns. The frontage road was intended to serve commercial vehicles.

Mr. Dixon said that the site should be required to have an emergency generator. Ms. Coutu responded that based on the earlier discussion RaceTrac would be looking into this, but she did not think it could be a requirement from the LDC. Mr. Dixon said it is on an evacuation route so should be mandated.

PROPONENT: None.

OPPONENT: None.

COMMISSION/COMMENTS:

Messrs. Bramblett, Facemyer, Barmes and Roys advised that they were in favor of the application.

Attachment: Draft PDC Minutes (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Chairman Facemyer inquired if the Board could add a condition with regard to the installation of an emergency generator. Ms. Coutu answered yes if that was the Board's consensus; it could be recommended to be added to the Development Agreement. Mr. Bass stated that he thought that was a good idea. Mr. Stone said that in Dade and Broward Counties it is a common provision for fueling facilities, medical facilities and grocery stores be required to have stand-by emergency generators.

MOTION: The Planning and Development Commission finds application number ***DA-21-01 CONSISTENT*** with the Citrus County Comprehensive Plan and Citrus County Land Development Code and that this Board recommends ***APPROVAL WITH A RECOMMENDATION*** to the Board of County Commissioners based upon the evidence and testimony presented, and the staff report and conclusions regarding this petition. The recommendation was that the Development Agreement contain a requirement for an onsite emergency generator to allow fuel to be provided in the event of a storm or other event.

MOTION:

1st Mr. Bramblett 2nd Mr. Bass

VOTE: 7 -0, Motion Carried

RECESS: 10:10 – 10:16

3. PLANNED UNIT DEVELOPMENT

a. PUD-21-13 John H. Eden, IV for New Horizon Funding, Inc.

REQUEST: This request is to modify the Land Development Code Atlas and the Master Plan (Planned Unit Development–PUD) known as Preservation Point (CPA/AA/PDO-11-03) for multiple items including revising the number of RV units, configuration, recreation and phasing. This request is made pursuant to Section 4300, Planned Unit Developments (PUD) of the Citrus County Land Development Code.

LOCATION: Sections 14 and 15, Township 19 South, Range 20 East; more specifically a portion of Parcel 10000.

STAFF CONTACT: Joanna Coutu, AICP, Director, Land Development Division

INTRODUCTION: Ms. Wright's overview included an aerial view of the subject property, photos of the subject property and surrounding area, the existing

Attachment: Draft PDC Minutes (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Board of County Commisioners

DEPARTMENT OF GROWTH MANAGEMENT LAND
DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140, Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 771
Web Address: www.citrusbocc.com

CITRUS COUNTY LAND DEVELOPMENT CODE
PLANNED UNIT DEVELOPMENT APPLICATION

Application No.: Date:

* Written Authorization is required if Applicant is different than Owner.

Applicant*
Name: Bryan Potts, P.E.
Address: 2494 Rose Spring Dr.
City: Orlando
State: FL Zip: 32825
Phone: (407) 982-9878
Email: bpotts@tannathdesign.com

Property Owner
Name: Gischorn LLC
Address: 387 Steiner Bridge Rd.
City: Valencia
State: PA Zip: 16059
Phone:
Email:

Property Description: Section: 04 Township: 19 South Range: 18 East
Legal Description: THE NE 1/4 OF THE SW 1/4 OF THE SE 1/4, EXC. THE S 125' AND EXC. R-O-W OF S.R.44 AND S.R. 491, IN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 1 8 EAST
Subdivision: 00123 - UNREC TRACTS IN 04-19S-18E Lot(s): Block/Parcel:
Alternate Key #: 3520855 Parcel ID: 18E19S04 23110
Acreage: 4.71

☐ New Planned Unit Development
☑ Amendment to a Previously Approved Planned Development Previous Application No.: DA-17-01

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): WE REQUEST TO AMEND THE PLANNED DEVELOPMENT TO ADD 3- FUEL PUMPS, CANOPY AND TANKS ALONG WITH ADDITIONAL PAVEMENT AREA.
Directions to Property: SE CORNER OF GULF TO LAKE HWY & CR491.

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: Bryan Potts

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 Bryan Potts, who is personally known to me or provided _____ as identification and who did not take an oath.
WITNESS my hand and official seal this 29th day of July 2021.

Signature
Charlotte Ferguson
Printed Name

Seal

CHARLOTTE MICHELLE FERGUSON
MY COMMISSION # HH 103992
EXPIRES: July 12, 2025
Bonded Thru Notary Public Underwriters

For Staff Use Only

Date: Via mail 7/12/21 Time: Initials:

Attachment: Applicant's submittal (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Directions from RaceTrac to Citrus County Development Services.

Head south from site on CR491 to Saunders Way approximately 2-miles.

Turn right on Saunders Way and proceed approximately .5 miles to Citrus County Development services.

Attachment: Applicant's submittal (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

2011043436 4 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: $35.50
DOCUMENTARY TAX: $0.70
2011043436 BK:2445 PG:315
10/25/2011 12:00 PM 4 PGS
JCARROLL,DC Receipt #038186

PIN #: 18190423110

Prepared by and return to:
Judy A. Bruno, Esquire
Sitko Bruno, LLC
2740 Smallman Street, Suite 300
Pittsburgh, PA 15222

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed this 11th day of October, 2011 by:

Mark Gissendaner, an individual, with an address at 387 Steiner Bridge Road, Valencia, Pennsylvania 16059, and **Kim Ann Kloecker, an individual**, with an address at 2118 Strong Road, Waterford, Pennsylvania 16441

hereinafter collectively called the Grantor, to:

GISCHORN, LLC, a Florida limited liability company, with an address at 387 Steiner Bridge Road, Valencia, Pennsylvania 16059

hereinafter called the Grantee.

Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

WITNESSETH, that the Grantor, for and in consideration of the sum of **Ten Dollars and No/100ths ($10.00)** and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, and sells unto the Grantee, and Grantee's successors, and assigns forever, all that certain parcel of land in the County of Citrus, State of Florida (the "Property"), to wit:

Attachment: Applicant's submittal (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

N.E. ¼ of S.W. ¼ of S.E. ¼ except S. 125 feet and except right-of-way of S.R. #44/491, Section 4, Township 19 South, Range 18 East, a/k/a S.W. Corner S.R. 44 & 491, Lecanto, Florida.

Less the following Parcel for State Road No. 44 as conveyed by Warranty Deed (Book 871, page 1248):

STATE ROAD NO. 44 – PARCEL 1051

Commence at the NW Corner of the NE ¼ of SW ¼ of SE ¼ of Section 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST, Citrus County, Florida, thence S. 0° 38' 32" E. along the West line of the NE ¼ of SW ¼ of SE ¼ of Section 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST, a distance of 125.69 feet to the POINT OF BEGINNING, thence continue S. 0° 38' 32" E. along said line a distance of 330.00 feet, thence N. 89° 35' 06" e. 54.04 feet, thence N. 0° 38' 32" W. 330.00 feet, thence S. 89° 35' 06" W. 54.04 feet to the Point of Beginning.

Commonly known as: 00810 S Lecanto, Lecanto, FL

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

UNDER AND SUBJECT TO all easements, rights-of-way, restrictions, leases, matters and conditions appearing in prior instruments of record and all easements, rights-of-way, restrictions, leases, matters and conditions to which Grantor's title is subject.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby specially warrants the title to the land, and Grantor will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

This conveyance is from individuals to a limited liability company, which limited liability company is comprised solely of the individuals as members, and is therefore subject to the minimum amount of transfer tax of $0.70.

The individuals that comprise the Grantor do hereby state that the property conveyed is not the residence of either individual.

[signature lines on next page]

Attachment: Applicant's submittal (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

IN WITNESS WHEREOF, the Grantor has executed this document as of this 11 day of Oct., 2011.

WITNESS:

Print Name: Glenn A Hoffield

MARK GISSENDANER, an individual

Print Name: Kathleen Baybrook

KIM ANN KLOECKER, an individual

Attachment: Applicant's submittal (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Allegheny)

BEFORE ME, a Notary Public in and for said county and state, personally appeared MARK GISSENDANER, an individual personally known to me or satisfactorily proven to be the person who executed the foregoing Deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of this 11 day of Oct, 2011.

My commission expires: Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary Alice McCafferty, Notary Public
Richland Twp., Allegheny County
My Commission Expires Dec. 27, 2014
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Erie)

BEFORE ME, a Notary Public in and for said county and state, personally appeared KIM ANN KLOECKER, an individual personally known to me or satisfactorily proven to be the person who executed the foregoing Deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of this 17th day of October, 2011.

My commission expires: Notary Public

NOTARIAL SEAL
J KEVIN MAJEWSKI
Notary Public
WATERFORD TWP., ERIE COUNTY
My Commission Expires Jun 15, 2014

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To Whom It May Concern:

I hereby authorize Bryan Potts, P.E. & RaceTrac Petroleum, Inc. to act as my agent regarding any required permits for the permitting of a RaceTrac Expansion for my 4.71 Acre parcel at 3310 Gulf to Lake Hwy, Alt Key Number 3520855 in Citrus County, Florida. They can sign any applications for Water Management District, Citrus County, FDEP or FDOT in regards to the expansion of the RaceTrac on this referenced property.

Sincerely,

By: _____ Date: 6-21-2021

Mark Gissendaner
Gischorn, LLC
387 Steiner Bridge Road
Valencia, PA 16059

STATE OF PA
COUNTY OF Allegheny

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgements, personally appeared Mark R Gissendaner personally known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of June, 2021.

_____ My commission expires: April 8, 2022
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Matthew T. Mitsch, Notary Public
Allegheny County
My commission expires April 8, 2022
Commission number 1223104
Member, Pennsylvania Association of Notaries

Attachment: Applicant's submittal (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS, AND ALL APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTIONS ALLOWED.

R55K1067 - Lecanto
SW Corner of SR 44 andCR 491
Lecanto, FL 34461

RECEIVED
SEP 15 2021
DA-21-01
Land Development Division

Color Schedule

Color		Supplier(s)	Part Number(s)
C1	LOGO RED	AKZO NOBEL MATTHEWS	Akzo SIGN91780 Red* MP81489 R137186 LVS Semi-Gloss V1.1 RaceTrac Red
C2	WHITE	AKZO NOBEL MATTHEWS	Akzo SIGN10553 White* MP83729 R14356 LVS Semi-Gloss V1.1 White
C3	DARK BRONZE	AKZO NOBEL MATTHEWS	Dark Bronze 313E MP21286 R170760 Dark Bronze 313E
C5	BLUE	AKZO NOBEL MATTHEWS 3M	Akzo Code SIGN3243 Blue* MP02136 R143265 LVS Semi-Gloss V1.1 Sultan Blue 7725/17 Vivid Blue Opaque Vinyl
C6	PRICER BLACK	3M	3630-22 Black Translucent Vinyl
C7	PRICER GREEN	3M	3630-156 Vivid Green Translucent Vinyl
C8	PRICER RED	3M	3630-143 Poppy Red Translucent Vinyl
C9	PRICER BLUE	3M	3630-127 Intense Blue Translucent Vinyl (Ethanol Free DEF)
C11	FORT MYERS, FL AWNING ONLY	AKZO NOBEL MATTHEWS	PMS 1807C Color Match (see provided sample) PMS 1807C Color Match (see provided sample)
C15	NAPLES, FL AWNING ONLY	AKZO NOBEL MATTHEWS	SW 6444 Color Match (see provided sample) SW 6444 Color Match (see provided sample)
C18	ADDRESS WHITE	3M	7725-10 White Opaque Vinyl
C19	STANDARD AWNING RED	AKZO NOBEL MATTHEWS	CUSTOM COLOR MATCH SAMPLE PROVIDED MP15024 Red Dragon LVS Semi-Gloss V1.1
C20	STANDARD AWNING BLUE	AKZO NOBEL MATTHEWS	CUSTOM COLOR MATCH SAMPLE PROVIDED MP10259 LVS Semi-Gloss V1.1

RaceTrac	**RACETRAC PRINT-** Provided by Miratec Systems
Swirl world	**SWIRL WORLD PRINT-** Provided by Miratec Systems
INSTRUCTIONS DO NOT SHIFT AXLES ON SCALE	**OPAQUE PRINT-** Provided by Miratec Systems
DRIVE THRU CLEARANCE 9'-0"	**DRIVE THRU PRINT-** Provided by Miratec Systems
TRUCK DIESEL DRIVE THRU	**DRIVE THRU PRINT-** Provided by Miratec Systems
STATE CERTIFIED TRUCK SCALES ENTER	3M 3630-43 Light Tomato Red Translucent Vinyl
Fresh-Baked PIZZA	Provided by Others
CAT SCALE	3M 3630-015 Yellow Translucent Vinyl 3M 3630-22 Black Translucent Vinyl **Laminated Digital Print-** Provided by Miratc Systems

WC of SR 44 and CR 491,
ecarte FL 34461

RaceTrac

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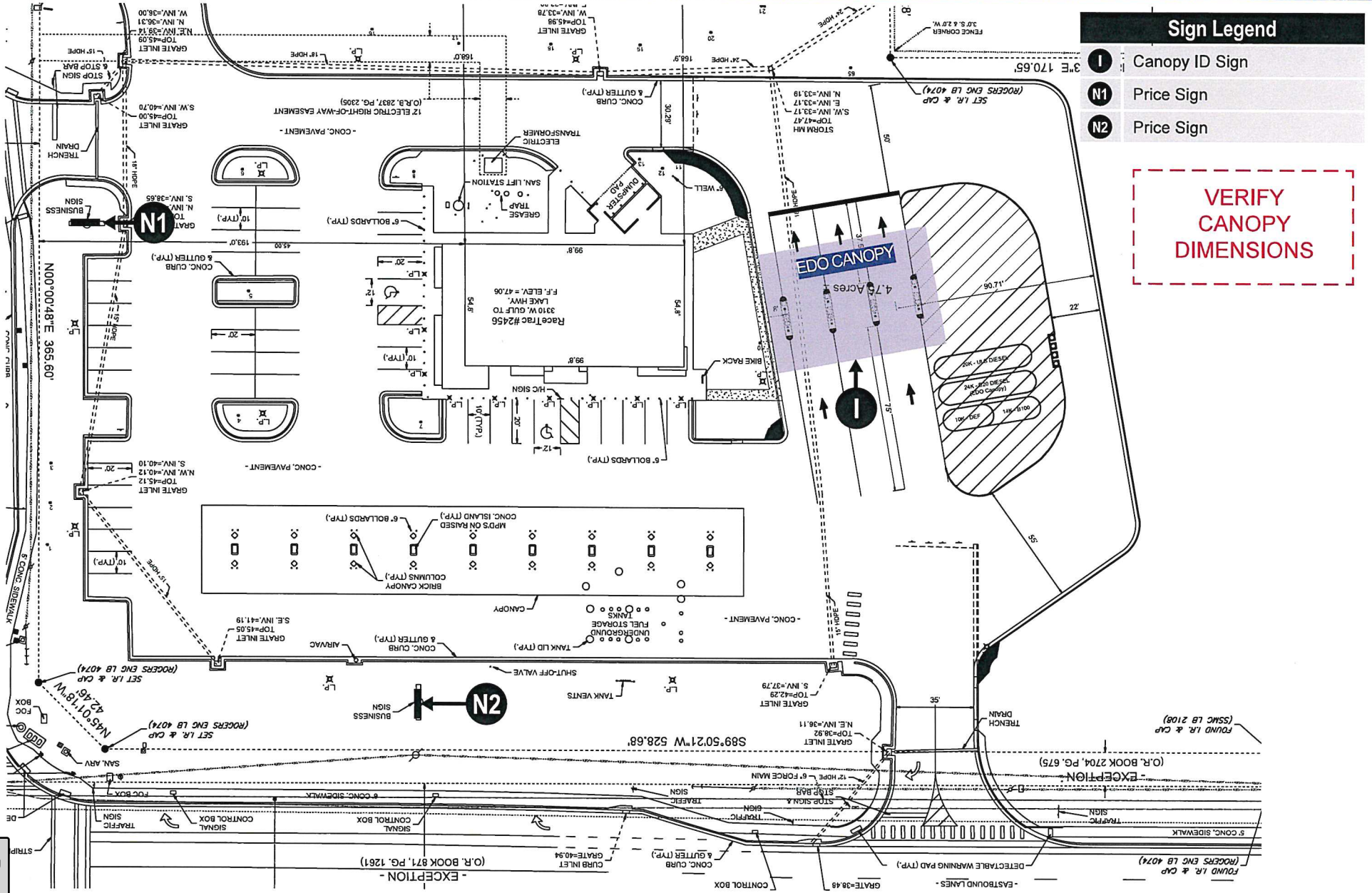
Site Plan



WC of SR 44 and CR 491,
ecanto, FL 34461

RaceTrac

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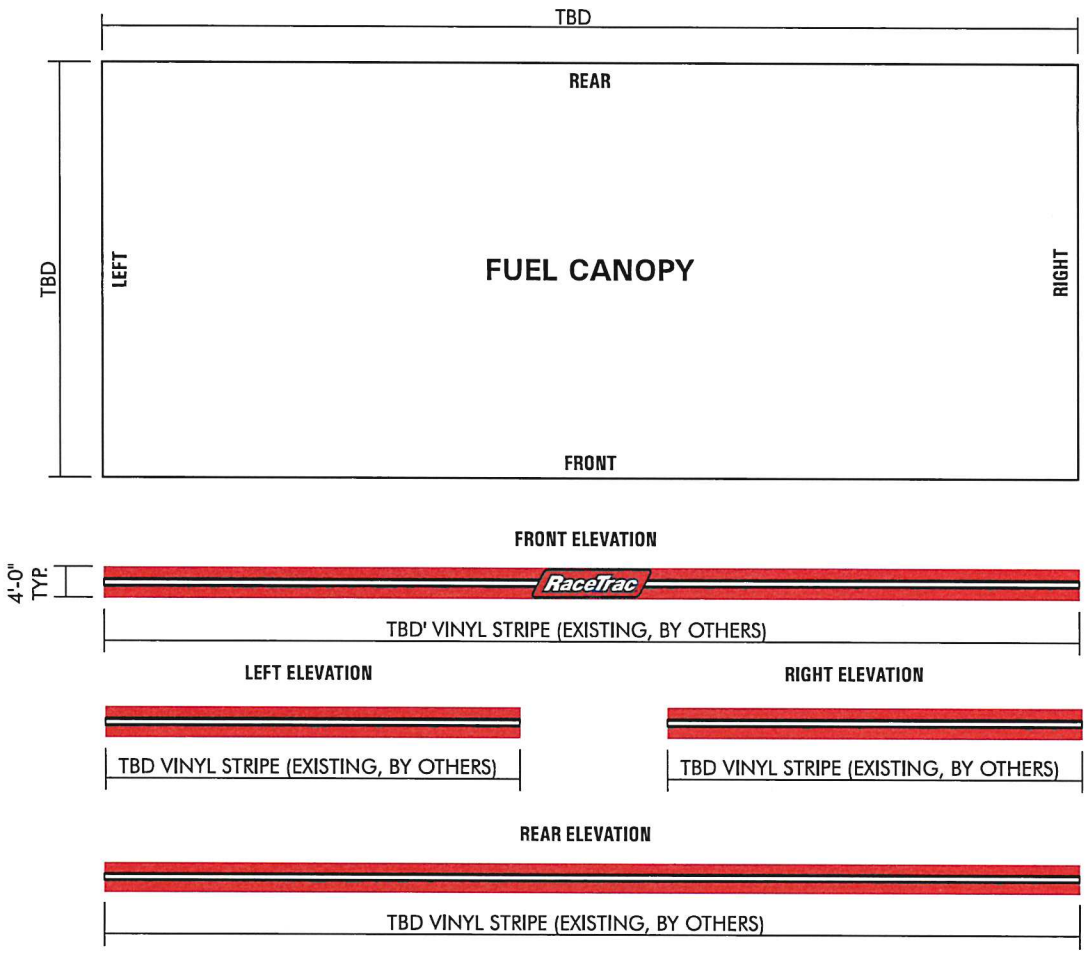
Fuel Canopy Layout

CANOPY FRONT	ITEM	SQ. FT.	LIN. FT.
	CLOUD SIGN	55	15.4
TOTAL FRONT		55	15.4

ENTIRE CANOPY		SQ. FT.	LIN. FT.
		55	15.4

VERIFY CANOPY DIMENSIONS

ACM COLORS:
Program Red
Larson Program Red



WC of SR 44 and CR 491,
ecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

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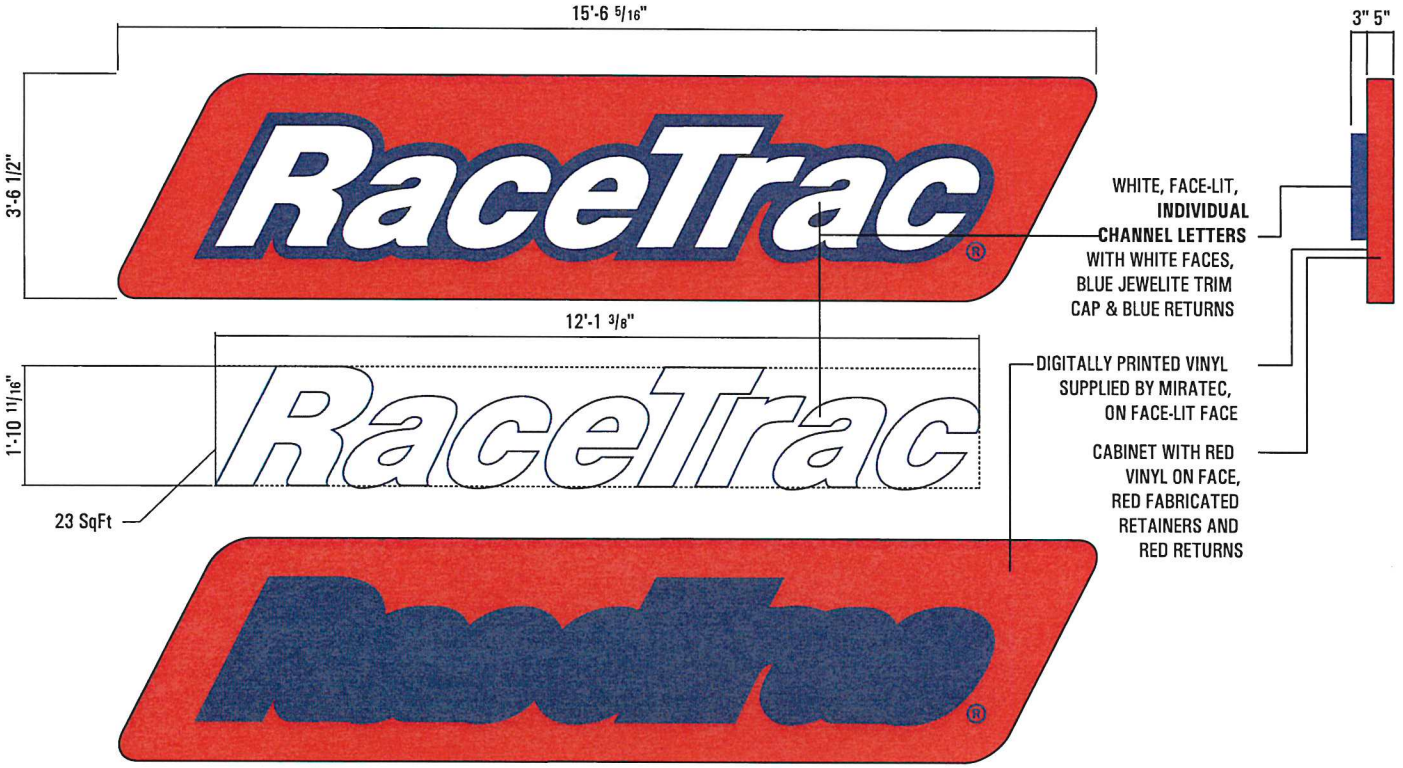
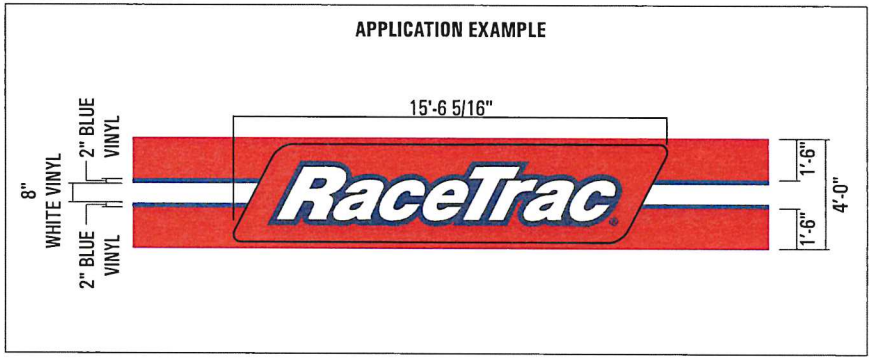
55 SqFt Canopy LED Logo Sign - I

SINGLE FACED
QUANTITY 1
55 SqFt Total





WC of SR 44 and CR 491,
ecanto, FL 34461

See *Color Schedule* on Page 2

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)WED.

Attachment: Applicant's submittal (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Update Faces on Existing Price Sign- N1

QUANTITY 1

EXISTING-SITE SURVEY REQUIRED-COLOR MATCH TO EXISTING CABINET REQUIRED

See *Color Schedule* on Page 2

Attachment: Applicant's submittal (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

New Faces to Existing Price Sign-N1

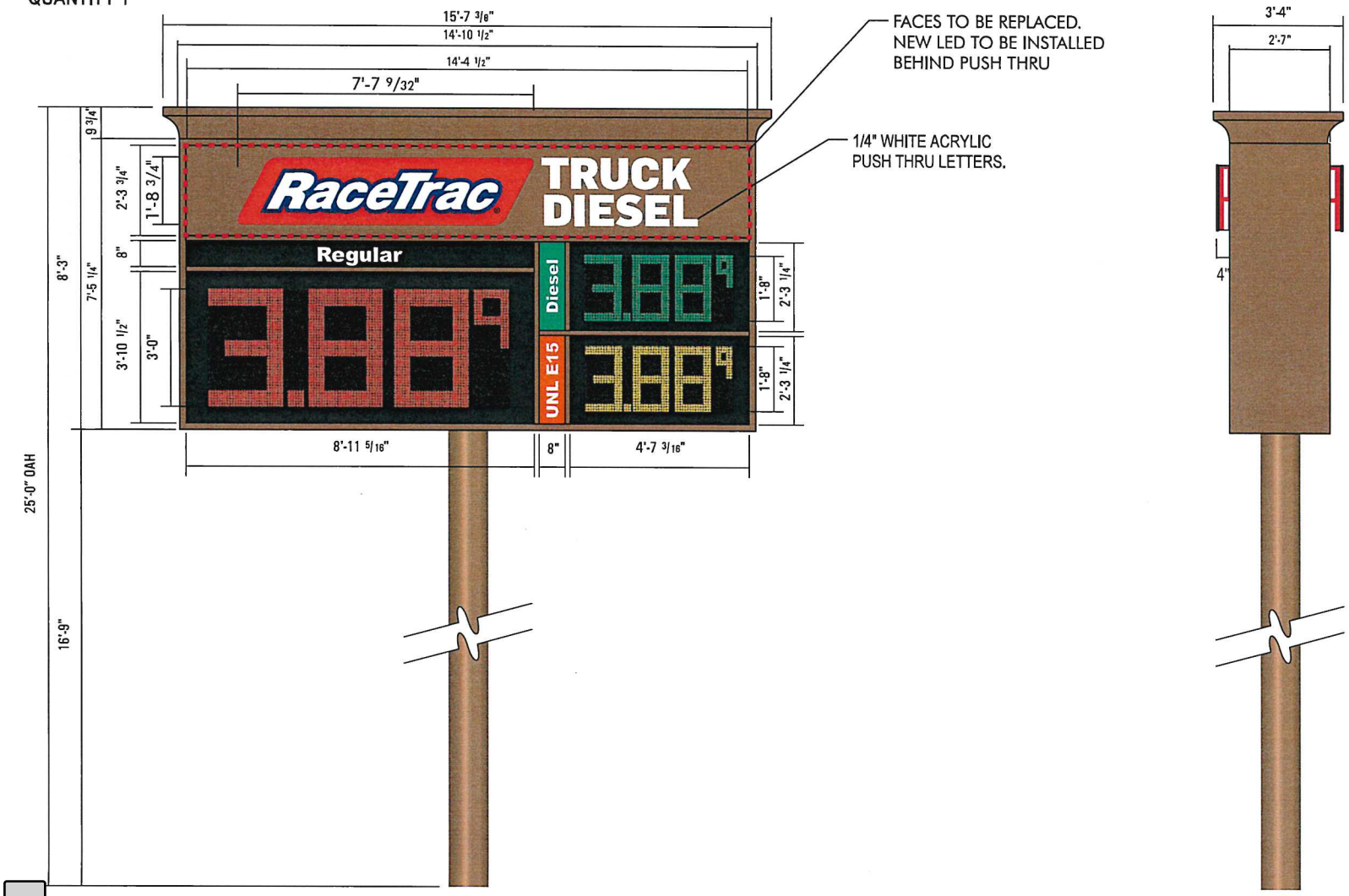
*All sign components to be UL listed. All wiring to conform to UL specifications. Installation to be per NEC requirements. All signs to bear UL labels.

STAMPED, SEALED ENGINEERING REQUIRED

FOUNDATION INFORMATION PROVIDED BY RACETRAC. MANUFACTURER RESPONSIBLE FOR HAVING A LICENSED ENGINEER VALIDATE FOUNDATION DESIGN PRIOR TO INSTALL

DOUBLE FACED

QUANTITY 1



W Corner of SR 44 and CR 491 Lecanto, FL 34461

See *Color Schedule* on Page 2

Attachment: Applicant's submittal (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

New Faces to Existing Price Sign -N2

QUANTITY 1

EXISTING-SITE SURVEY REQUIRED-COLOR MATCH TO EXISTING CABINET REQUIRED

W Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

OWED.

Attachment: Applicant's submittal (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

New Faces to Existing Price Sign - N2

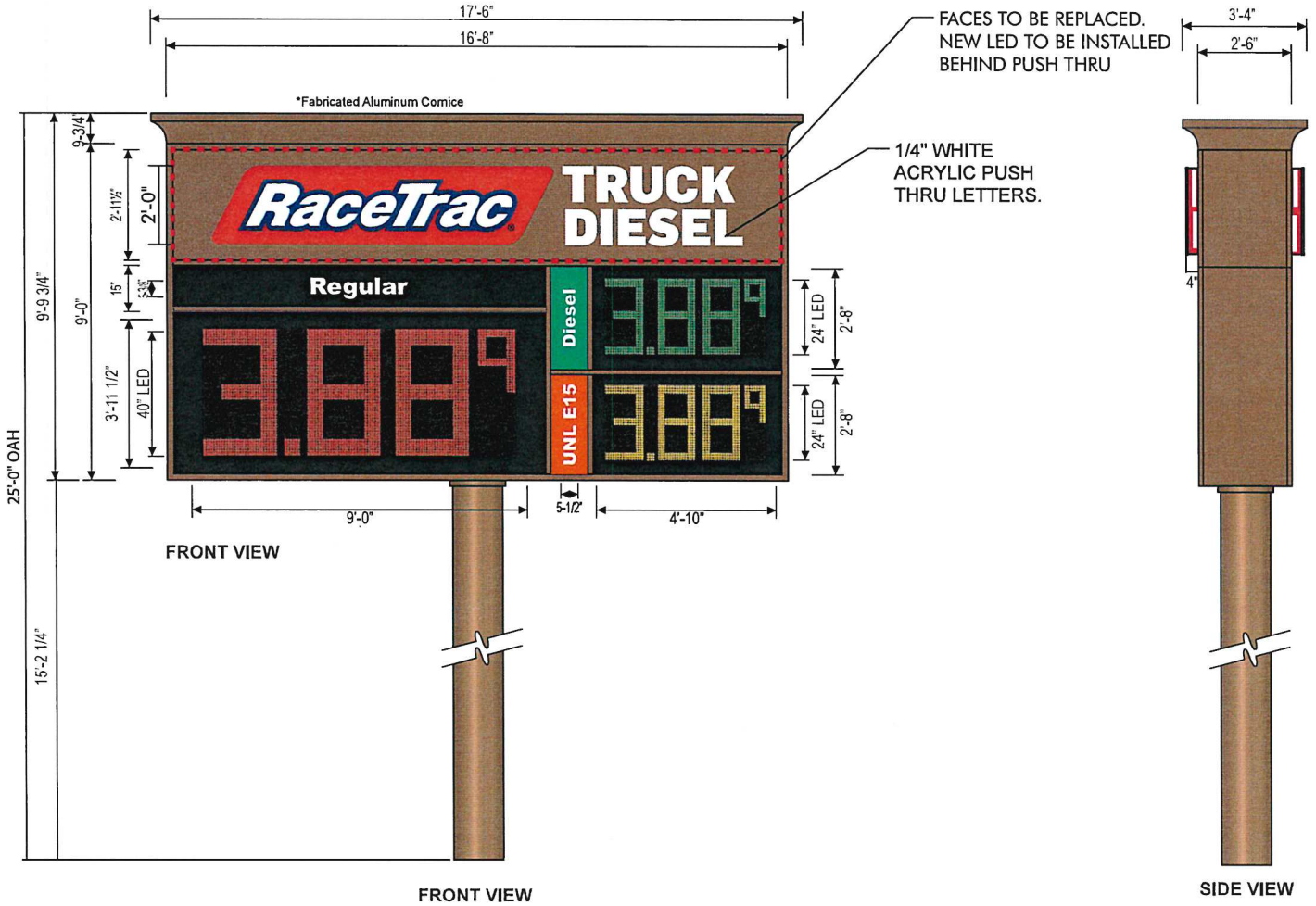
*All sign components to be UL listed. All wiring to conform to UL specifications. Installation to be per NEC requirements. All signs to bear UL labels.

STAMPED, SEALED ENGINEERING REQUIRED

FOUNDATION INFORMATION PROVIDED BY RACETRAC. MANUFACTURER RESPONSIBLE FOR HAVING A LICENSED ENGINEER VALIDATE FOUNDATION DESIGN PRIOR TO INSTALL

DOUBLE FACED

QUANTITY 1



FRONT VIEW

SIDE VIEW

W Corner of SR 44 and CR 491 Lecanto, FL 34461

See *Color Schedule* on Page 2

GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS. MANUFACTURER'S ...LOWED.

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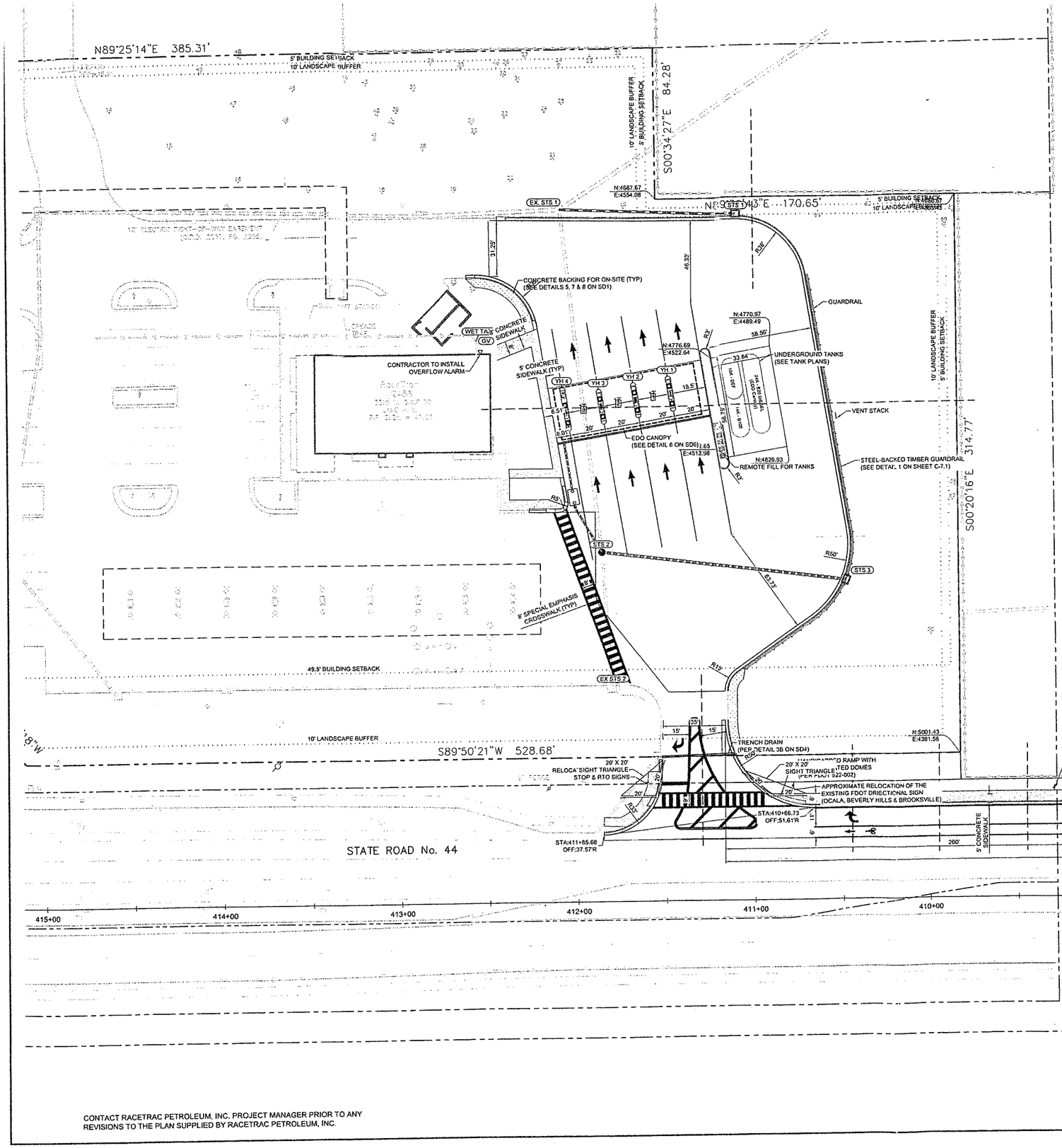


FUTURE LAND USE:	GENERAL COMMERCIAL (GNC)
CURRENT ZONING:	GENERAL COMMERCIAL (GNC)
PROPOSED USE:	GAS STATION EXTENSION
TOTAL PARCEL AREA:	4.75 AC
IMPERVIOUS SURFACE RATIO:	118,529.9 / 206,828.9 = .575
MINIMUM OPEN SPACE:	30%
PROPOSED OPEN SPACE:	42.5%

BUILDING SETBACKS

FRONT (WEST)	50'
SIDE (NORTH)	5'
SIDE (SOUTH)	50'
REAR (EAST)	50'

LANDSCAPE BUFFERS

FRONT (WEST)	20'
SIDE (NORTH)	20'
SIDE (SOUTH)	20'
REAR (EAST)	20'

BUILDING HEIGHT

MAXIMUM	35'

SOILS

SOIL NUMBER	NAME	USDA TEXTURE	HYDROLOGIC GROUP
16	ARREDONDO	FINE SAND	A

SOILS DATA FROM USDA NRCS ONLINE SOILS SURVEY DATED JUNE 8, 2020

FLOOD ZONE
THE SITE IS LOCATED IN FLOOD ZONE X, NOT A SPECIAL FLOOD AREA, PER FEMA F.I.R.M. PANEL 12017C0326 D, DATED SEPTEMBER 26, 2014, CITRUS COUNTY, FLORIDA.

WETLANDS
THERE ARE NO WETLANDS LOCATED ON SITE.

VEGETATION
THE SITE IS CURRENTLY A GRASSED FIELD ADJACENT TO AN EXISTING RACETRAC GAS STATION.

STORMWATER MANAGEMENT:

STORMWATER FACILITIES SHALL BE DESIGNED AND PERMITTED IN ACCORDANCE WITH CITRUS COUNTY AND SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT.

GENERAL SITE NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS.
2. ALL CURB DIMENSION ARE FROM THE FACE OF GUTTER. ALL BUILDING DIMENSIONS ARE TO THE FACE OF STRUCTURAL CMU.
3. ALL RADII ARE 5' UNLESS OTHERWISE NOTED.
4. ALL EXISTING UTILITIES SHALL BE FIELD VERIFIED AT ALL POINTS OF CONNECTION AND AREAS OF CONFLICT.
5. ALL PUBLIC IMPROVEMENTS, INCLUDING ADJACENT SIDEWALKS, WILL BE CHECKED AT FINAL INSPECTION. ANY DAMAGED, BROKEN, OR CRACKED SECTIONS SHALL BE REPLACED PRIOR TO ISSUANCE OF CERTIFICATIONS OF OCCUPANCY.
6. ALL CONSTRUCTION SHALL MEET CITRUS COUNTY REQUIREMENTS.
7. ALL SITE IMPROVEMENTS SHALL CONFORM TO A.D.A AND FLORIDA ACCESSIBILITY CODE.
8. THE CONTRACTOR IS RESPONSIBLE FOR THE NOTIFICATION, LOCATION AND PROTECTION OF ALL UTILITIES THAT MAY EXIST WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL NOTIFY SUNSHINE LOCATORS FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING CONSTRUCTION AT 1-800-432-4770, MONDAY THROUGH FRIDAY 7:00 AM TO 4:30 PM.
9. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF TOWERS, SLOPE PAVING, COLUMNS, DOOR LOCATIONS, AND UTILITY ENTRANCES.
10. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED, OR RELOCATED PER PLANS. ALL COST SHALL BE INCLUDED IN BASE BID.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS AND POLES, ETC. AS REQUIRED PER PLANS.
12. CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT.
13. ALL CONSTRUCTION MATERIAL AND METHODS, SHALL MEET THE CURRENT EDITIONS OF THE DESIGN STANDARDS, THE STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION AND THE UTILITY ACCOMMODATION MANUAL.
14. ALL MAINTENANCE OF TRAFFIC SHALL ADHERE TO THE REQUIREMENTS OF THE DESIGN STANDARDS 102-000 INDEXES, SPECIFICALLY INDEX 102-075 FOR TEMPORARY SIDEWALK CLOSURE.
15. ALL DISTURBED AREAS IN THE FDOT RIGHT-OF-WAY WILL BE SODDED.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY BRYAN POTTS ON THE DATE AND TIME SHOWN USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

CONTACT RACETRAC PETROLEUM, INC. PROJECT MANAGER PRIOR TO ANY REVISIONS TO THE PLAN SUPPLIED BY RACETRAC PETROLEUM, INC.

0 15 30 6

T.3.b

TANNATH DESIGN, INC.

THESE PLANS ARE SUBJECT TO FEDERAL

PLANNED DEVELOPMENT SITE PLAN

DRA
DAT
SCA
PROJ
024-

C-2.0

SHEET NO.

Attachment: Applicant's submittal (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

PM2-21-124

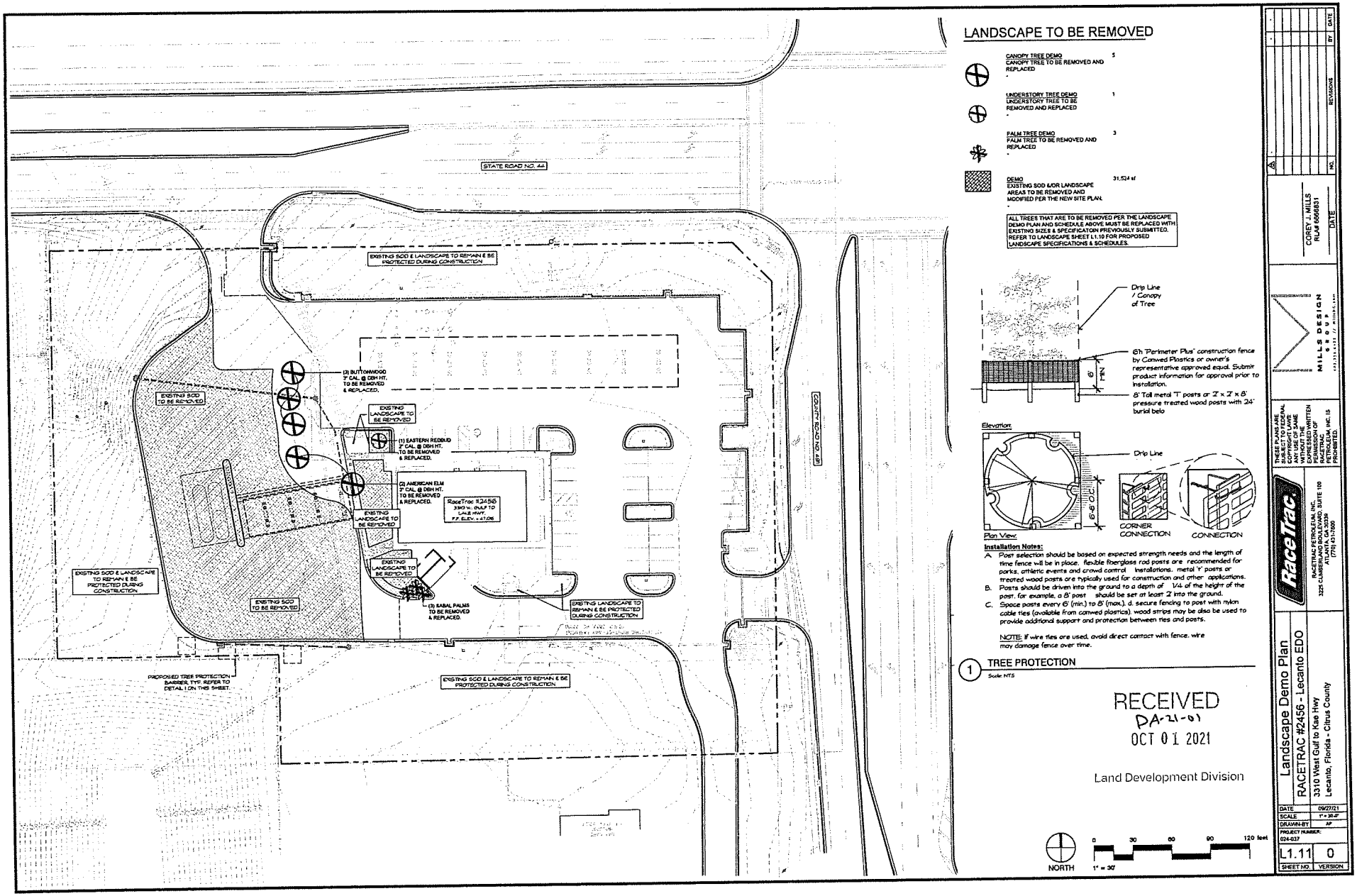
TO: Planning and Development Commission
FROM: Joanna L. Coutu, AICP, Director; Land Development Division
DATE: October 4, 2021
SUBJECT: DA-21-01– Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.

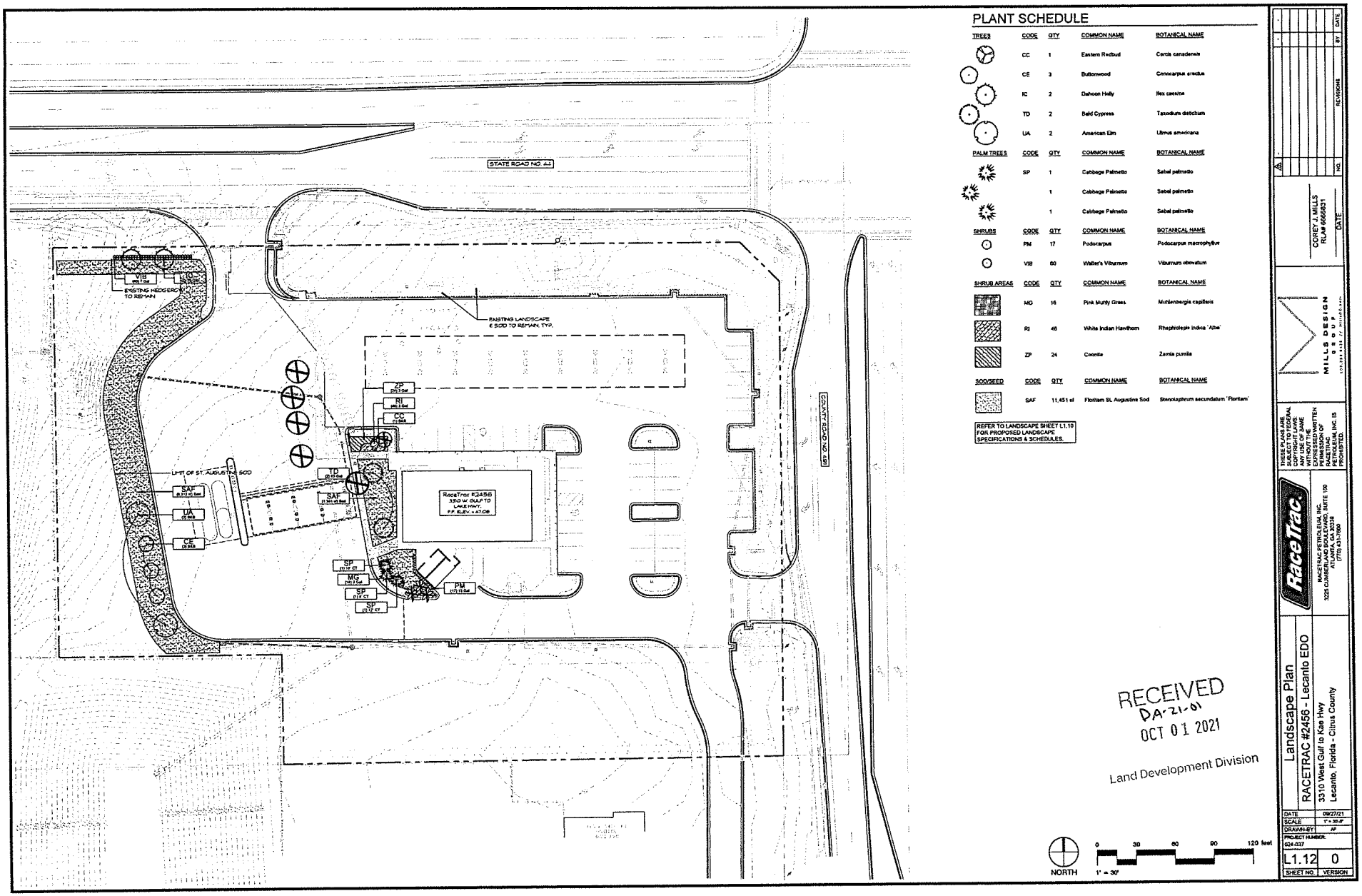
The landscaping consultant for the applicant has now submitted a landscaping plan for the new area. This plan outlines removal and relocation/replacement of some of the existing landscaping to accommodate the new construction. The proposal meets the intent of the LDC and can be considered. As such, staff would propose the addition of two new pages to Exhibit F, Developer's Landscape/Buffering Plan, as attached.

JLC/cb

Attachments: Pages L1.11 and L1.12 date-stamped received October 1, 2021

Attachment: Applicant's submittal (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)


LANDSCAPE TO BE REMOVED
CANOPY TREE DEMO
CANOPY TREE TO BE REMOVED AND REPLACED
5
UNDERSTORY TREE DEMO
UNDERSTORY TREE TO BE REMOVED AND REPLACED
1
PALM TREE DEMO
PALM TREE TO BE REMOVED AND REPLACED
3
DEMO
EXISTING SOD &/OR LANDSCAPE AREAS TO BE REMOVED AND MODIFIED PER THE NEW SITE PLAN.
31,524 sf
ALL TREES THAT ARE TO BE REMOVED PER THE LANDSCAPE DEMO PLAN AND SCHEDULE ABOVE MUST BE REPLACED WITH EXISTING SIZES & SPECIFICATOIN PREVIOUSLY SUBMITTED. REFER TO LANDSCAPE SHEET L1.10 FOR PROPOSED LANDSCAPE SPECIFICATIONS & SCHEDULES.
Drip Line / Canopy of Tree
6'h "Perimeter Plus" construction fence by Canwed Plastics or owner's representative approved equal. Submit product information for approval prior to installation.
8' Tall metal "T" posts or 2' x 2' x 8' pressure treated wood posts with 24" burial belo
Elevation:
Drip Line
CORNER CONNECTION
CONNECTION
Plan View:
Installation Notes:
A. Post selection should be based on expected strength needs and the length of time fence will be in place. flexible fiberglass rod posts are recommended for parks, athletic events and crowd control installations. metal "t" posts or treated wood posts are typically used for construction and other applications.
B. Posts should be driven into the ground to a depth of 1/4 of the height of the post. for example, a 8' post should be set at least 2' into the ground.
C. Space posts every 6' (min.) to 8' (max.). d. secure fencing to post with nylon cable ties (available from canwed plastics). wood strips may be also be used to provide additional support and protection between ties and posts.
NOTE: If wire ties are used, avoid direct contact with fence. wire may damage fence over time.
1 TREE PROTECTION
Scale: NTS
RECEIVED
DA-21-01
OCT 01 2021
Land Development Division
NORTH
0 30 60 90 120 feet
1" = 30'
STATE ROAD NO. 44
EXISTING SOD & LANDSCAPE TO REMAIN & BE PROTECTED DURING CONSTRUCTION
EXISTING SOD TO BE REMOVED
(3) BUTTONWOOD 3" CAL. @ DBH HT. TO BE REMOVED & REPLACED.
EXISTING LANDSCAPE TO BE REMOVED
(1) EASTERN REDBUD 3" CAL. @ DBH HT. TO BE REMOVED & REPLACED.
(2) AMERICAN ELM 3" CAL. @ DBH HT. TO BE REMOVED & REPLACED.
RaceTrac #2456
3310 W. GULF TO LAKE HWY.
F.F. ELEV. = 47.06
(3) RABAL PALMS TO BE REMOVED & REPLACED.
EXISTING LANDSCAPE TO REMAIN & BE PROTECTED DURING CONSTRUCTION
PROPOSED TREE PROTECTION BARRIER, TYP. REFER TO DETAIL 1 ON THIS SHEET.
COUNTY ROAD NO. 491
CORREY J. MILLS
RLA# 6666831
DATE
MILLS DESIGN GROUP
THESE PLANS ARE SUBJECT TO FEDERAL COPYRIGHT LAWS. ANY USE OF SAME WITHOUT THE EXPRESSED WRITTEN PERMISSION OF RACETRAC PETROLEUM, INC. IS PROHIBITED.
RaceTrac
RACETRAC PETROLEUM, INC.
3225 CUMBERLAND BOULEVARD, SUITE 100
ATLANTA, GA 30339
(770) 431-7600
Landscape Demo Plan
RACETRAC #2456 - Lecanto EDO
3310 West Gulf to Kae Hwy
Lecanto, Florida - Citrus County
DATE 09/27/21
SCALE 1" = 30'-0"
DRAWN-BY AP
PROJECT NUMBER: 024-037
L1.11
0
SHEET NO.
VERSION



PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME
	CC	1	Eastern Redbud	Cercis canadensis
	CE	3	Buttonwood	Cenocarpus erectus
	IC	2	Dahoon Holly	Ilex cassine
	TD	2	Bald Cypress	Taxodium distichum
	UA	2	American Elm	Ulmus americana

PALM TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME
	SP	1	Cabbage Palmetto	Sabal palmetto
		1	Cabbage Palmetto	Sabal palmetto
		1	Cabbage Palmetto	Sabal palmetto

SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME
	PM	17	Podocarpus	Podocarpus macrophyllus
	VIB	60	Walter's Viburnum	Viburnum obovatum

SHRUB AREAS	CODE	QTY	COMMON NAME	BOTANICAL NAME
	MG	16	Pink Muhly Grass	Muhlenbergia capillaris
	RI	46	White Indian Hawthorn	Rhaphiolepis indica 'Alba'
	ZP	24	Coontie	Zamia pumila

SOD/SEED	CODE	QTY	COMMON NAME	BOTANICAL NAME
	SAF	11,451 sf	Floratam SL Augustine Sod	Stenotaphrum secundatum 'Floritam'

REFER TO LANDSCAPE SHEET L1.10 FOR PROPOSED LANDSCAPE SPECIFICATIONS & SCHEDULES.

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OCT 01 2021
Land Development Division

COREY J. MILLS
FLA.# 6666831
DATE

MILLS DESIGN GROUP

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RaceTrac

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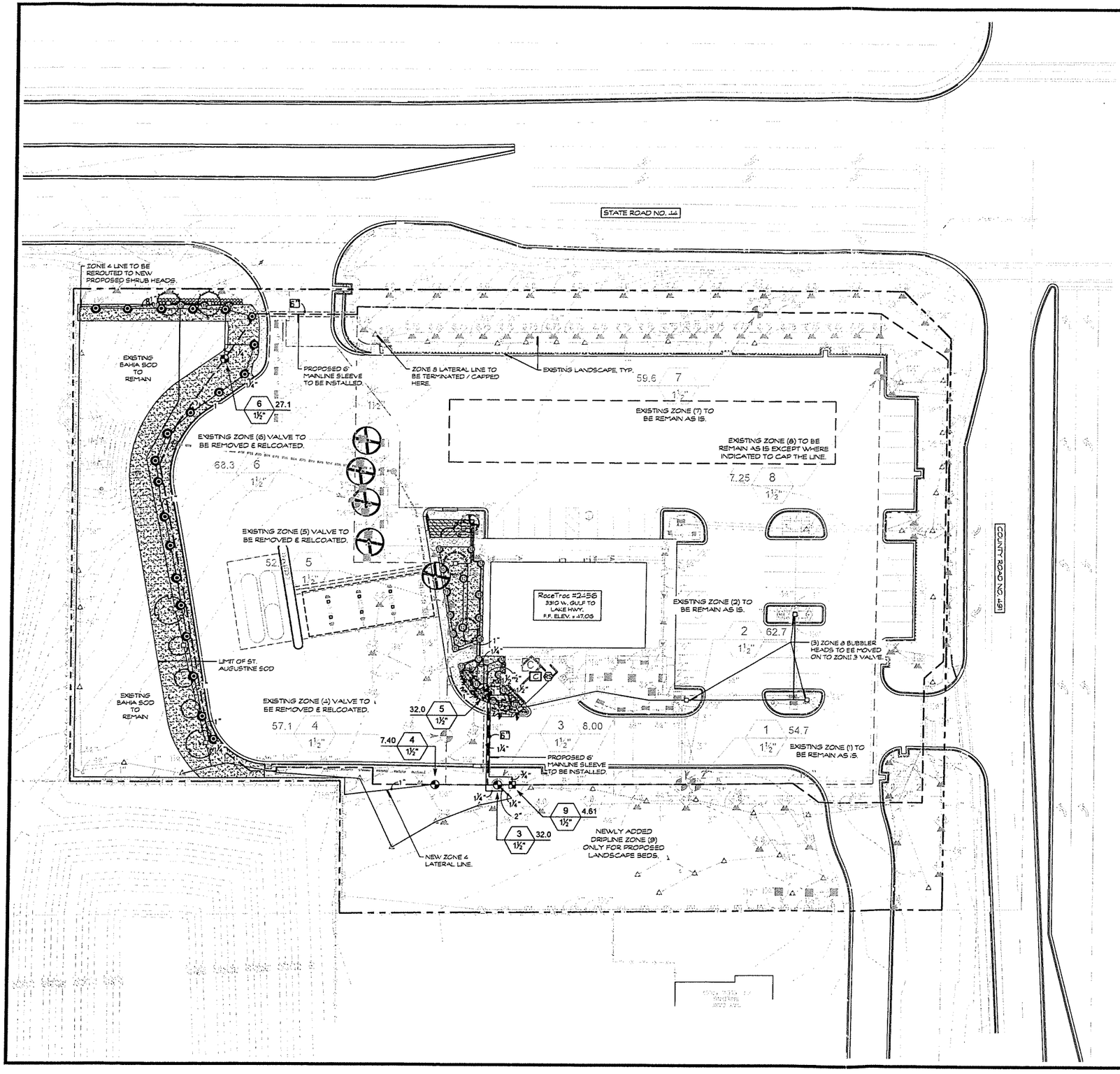
3225 CUMBERLAND BLVD., SUITE 100
ATLANTA, GA 30339
(770) 431-7600

Landscape Plan
RACETRAC #2456 - Lecanto EDO
3310 West Gulf to Kae Hwy
Lecanto, Florida - Citrus County

DATE	09/27/21
SCALE	1" = 30'-0"
DRAWN BY	AP
PROJECT NUMBER	021-037
SHEET NO.	L1.12
VERSION	0



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
Q T H TQ F	Rain Bird 1806-PRS-NP 12 Series MPR Turf Spray 6" Pop-Up Sprinkler with Co-Molded Wiper Seal, Side and Bottom Inlet, 1/2" NPT Female Threaded Inlet. Pressure Regulating. With Non Potable Purple Cap.	14
Q T H TQ F	Rain Bird 1806-PRS-NP 15 Series MPR Turf Spray 6" Pop-Up Sprinkler with Co-Molded Wiper Seal, Side and Bottom Inlet, 1/2" NPT Female Threaded Inlet. Pressure Regulating. With Non Potable Purple Cap.	7
Q T H TQ F	Rain Bird 1812-SAM-NP 15 Series MPR Shrub Spray 12" Pop-Up Sprinkler with Co-Molded Wiper Seal, 1/2" NPT Female Threaded Inlet. With Seal-A-Matic Check Valve, and Non-Potable Purple Cap.	4
ADJ 360	Rain Bird R-VAN24 RD-06-SAM-P45-NP Turf Rotary, 17'-24' 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/RD1800 turf spray body on 6" pop-up, with check valve and 45 psi in-stem pressure regulator, 1/2" NPT Female Threaded Inlet. W/ Non-Potable Purple Cap.	21
1401 1402 1404 1408	Rain Bird 1800-1400 Flood 1401 Fixed flow rate (0.25-2.0GPM), full circle bubbler, 1/2\" FIPT.	16

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird XCZ-150-PRB-COM High Flow Control Zone Kit, for Large Commercial Drip Zones, 1-1/2" PESB Valve with two 1" Pressure Regulating 40psi Quick-Check Basket Filters. Flow range: 15-40 GPM.	1
	Area to Receive Dripline Rain Bird XFD-06-12 XFD On-Surface Pressure Compensating Landscape Dripline, 0.6 GPH emitters at 12" O.C. Dripline laterals spaced at 12" apart, with emitters offset for triangular pattern. UV Resistant. Specify XF insert fittings.	532.6 l.f.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PGA-PRS-D-NP-HAN Angle 1", 1-1/2", 2" Electric Remote Control Valve, Angle, With Purple Handle for Non-Potable Applications, and Pressure Regulator Module.	4
C	Rain Bird ESP12LXMEF-LXMM-LXMMPED 12 Station, Traditionally-Wired, Flow Smart (Module Included), Commercial Controller, Indoor/Outdoor, Plastic Wall-Mount Enclosure. Install in LXMM-LXMMPED Powder Coated, Metal Wall-Mounted Cabinet w/ Pedestal.	1
RS	Rain Bird WR2-RC Wireless Rain Sensor Combo, includes 1 receiver and 1 rain sensor transmitter.	1
POC 1"	Point of Connection 1 1/2"	1
	Irrigation Lateral Line: PVC Class 200 SDR 21	2,697 l.f.
	Irrigation Mainline: PVC Class 200 SDR 21	1,585 l.f.
	Pipe Sleeve: PVC Class 200 SDR 21	135.9 l.f.

Valve Callout
Valve Number
Valve Flow
Valve Size

REFER TO IRRIGATION SHEET L2.10 FOR PROPOSED IRRIGATION AND VALVE SCHEDULES.

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DA-21-01
OCT 01 2021
Land Development Division

NORTH
0 30 60 90 120 feet
1" = 30'

NO.	REVISIONS	BY	DATE

COREY J. MILLS
RLA# 6666831
DATE

MILLS DESIGN GROUP

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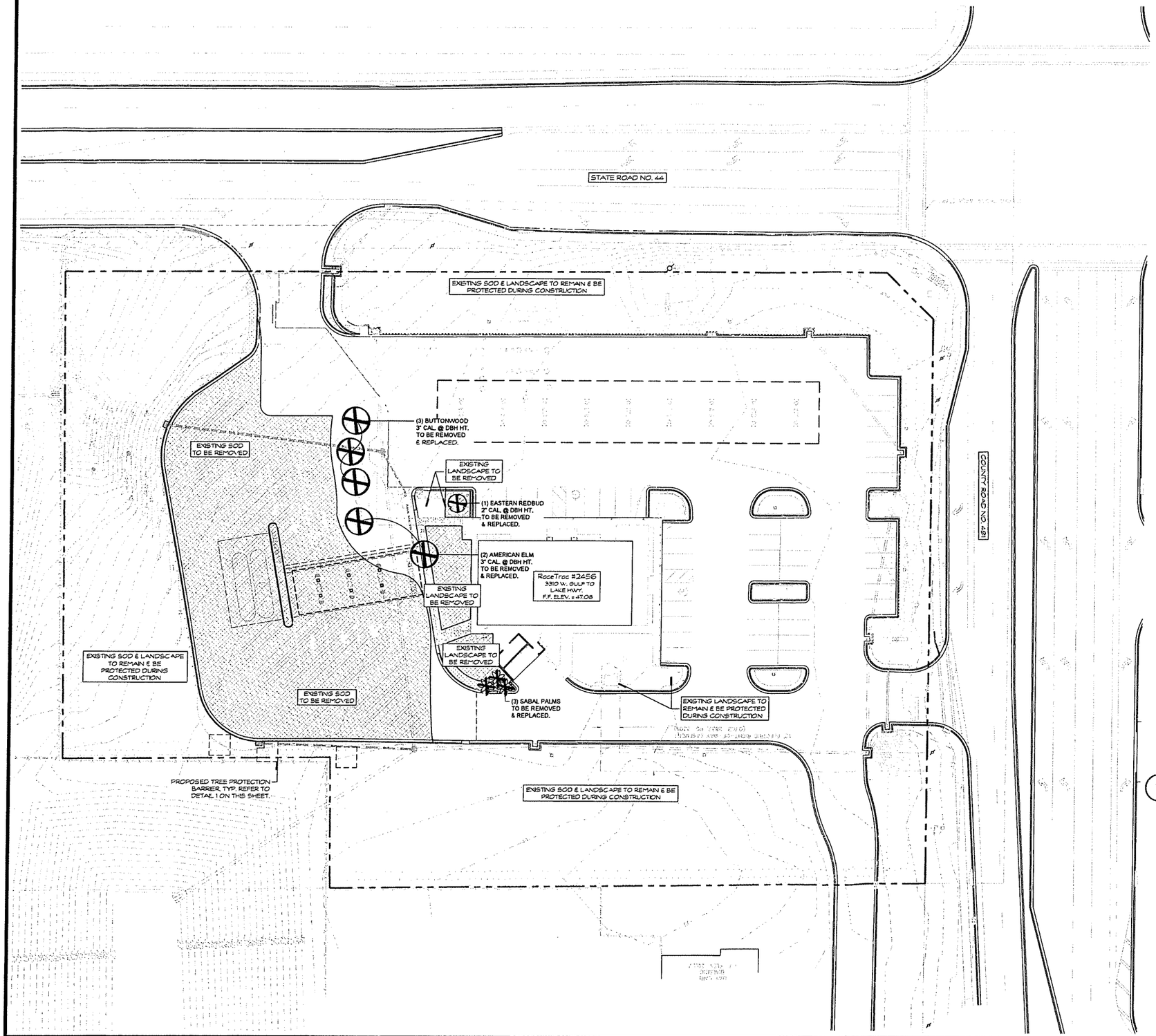
RaceTrac

RACETRAC PETROLEUM, INC.
3225 CUMBERLAND BOULEVARD SUITE 100
ATLANTA, GA 30339
(770) 431-7600

Irrigation Plan
RACETRAC #2456 - Lecanto EDO
3310 West Gulf to Kae Hwy
Lecanto, Florida - Citrus County

DATE	09/27/21
SCALE	1" = 30'-0"
DRAWN BY	AP
PROJECT NUMBER: 024-037	
SHEET NO.	L2.11 D

Attachment: Applicant's submittal (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)



LANDSCAPE TO BE REMOVED

CANOPY TREE DEMO — 5
CANOPY TREE TO BE REMOVED AND REPLACED
-

UNDERSTORY TREE DEMO — 1
UNDERSTORY TREE TO BE REMOVED AND REPLACED
-

PALM TREE DEMO — 3
PALM TREE TO BE REMOVED AND REPLACED
-

DEMO — 31,524 sf
EXISTING SOD &/OR LANDSCAPE AREAS TO BE REMOVED AND MODIFIED PER THE NEW SITE PLAN.
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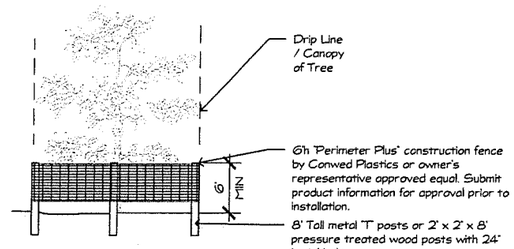
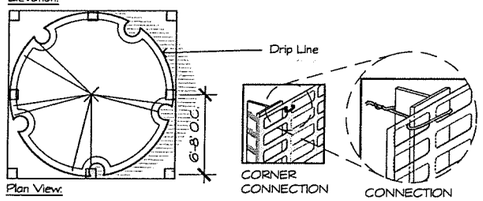


Elevation:



Plan View:

Installation Notes:

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1 TREE PROTECTION

Scale: NTS

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DA-21-01
OCT 01 2021
Land Development Division

NORTH

0 30 60 90 120 feet
1" = 30'

NO.	REVISIONS	BY	DATE
1			
2			

COREY J. MILLS
RLA# 6666831
DATE

MILLS DESIGN GROUP
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(770) 431-7600

Landscape Demo Plan

RACETRAC #2456 - Lecanto EDO

3310 West Gulf to Kae Hwy
Lecanto, Florida - Citrus County

DATE	09/27/21
SCALE	1" = 30'-0"
DRAWN BY	AP
PROJECT NUMBER:	024-037
L1.11	0
SHEET NO.	

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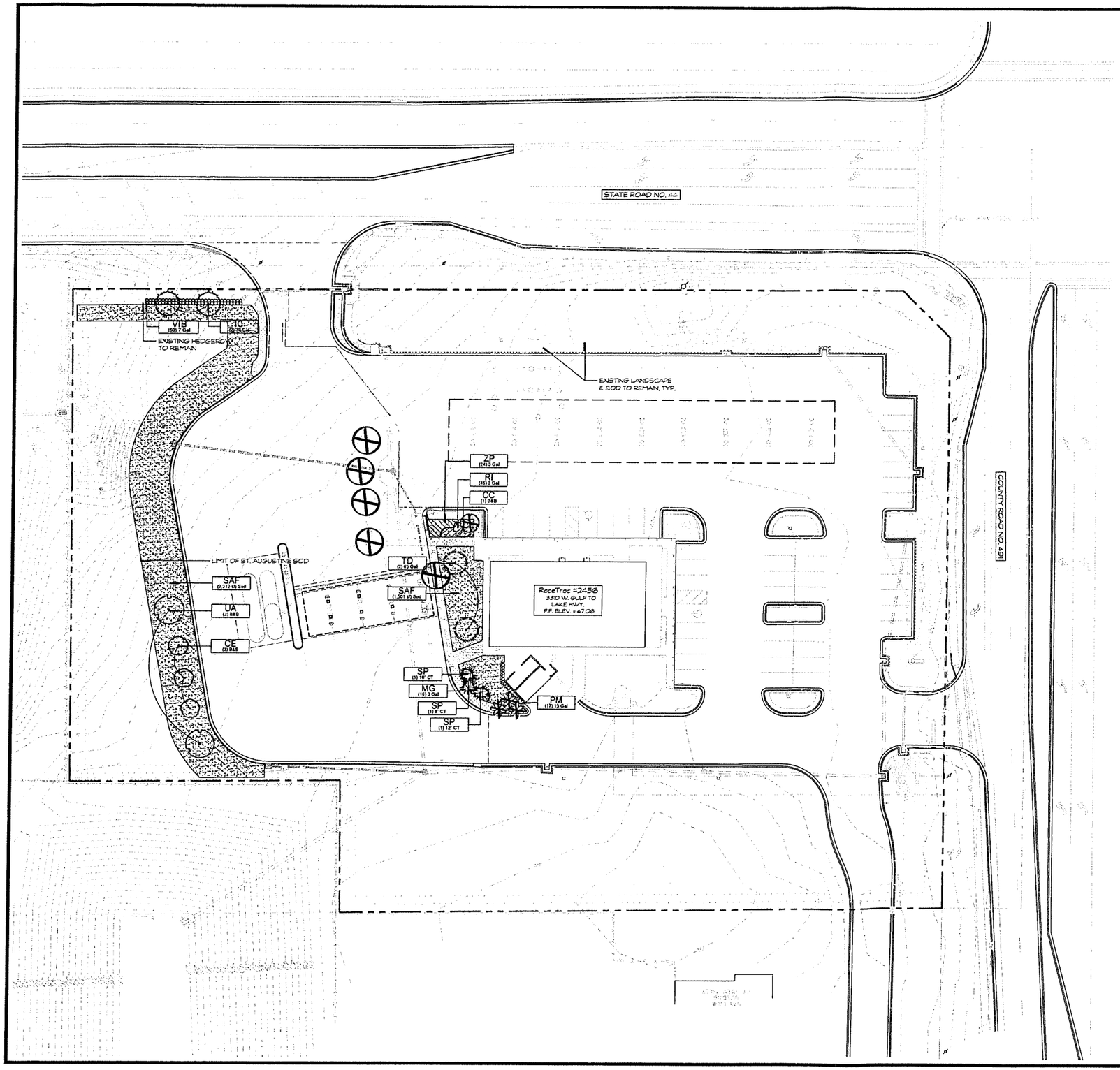

PLANT SCHEDULE

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REFER TO LANDSCAPE SHEET L1.10 FOR PROPOSED LANDSCAPE SPECIFICATIONS & SCHEDULES.

RECEIVED
DA-21-01
OCT 01 2021
Land Development Division

NORTH

0 30 60 90 120 feet
1" = 30'

NO.	REVISIONS	BY	DATE

COREY J. MILLS
RLA# 6666831
DATE

MILLS DESIGN GROUP

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RaceTrac

RACETRAC PETROLEUM, INC.
3225 CUMBERLAND BOULEVARD, SUITE 100
ATLANTA, GA 30339
(770) 431-7600

Landscape Plan

RACETRAC #2456 - Lecanto EDO

3310 West Gulf to Kae Hwy
Lecanto, Florida - Citrus County

DATE	09/27/21
SCALE	1" = 30'-0"
DRAWN-BY	AP
PROJECT NUMBER:	024-037
SHEET NO.	L1.12

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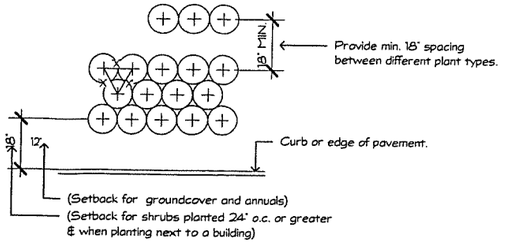
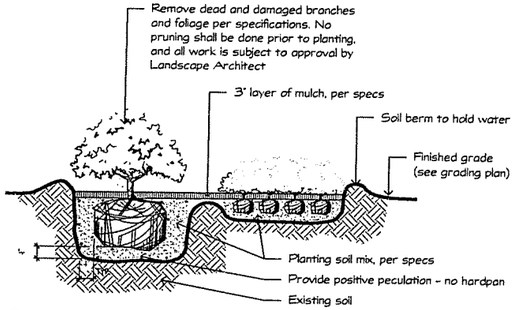
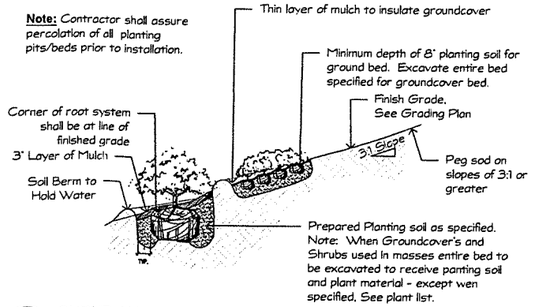


NOTE:
All shrubs and groundcover masses to use triangular spacing except where noted refer to plant list for individual plant spacing 'x'.

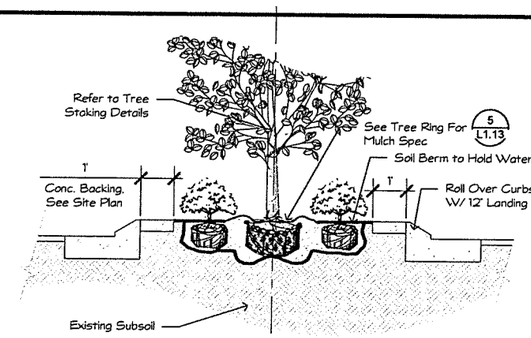
1 SHRUB & GROUNDCOVER SPACING GUIDE
Scale: NTS



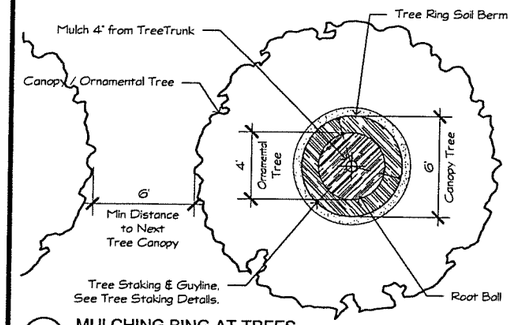
2 SHRUB & GROUND COVER PLANTING DETAIL
Scale: NTS



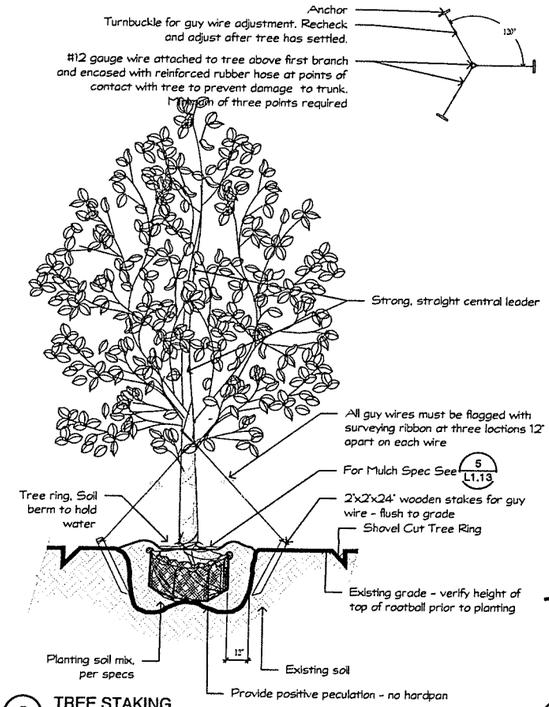
3 SHRUB AND GROUNDCOVER ON SLOPE
Scale: NTS



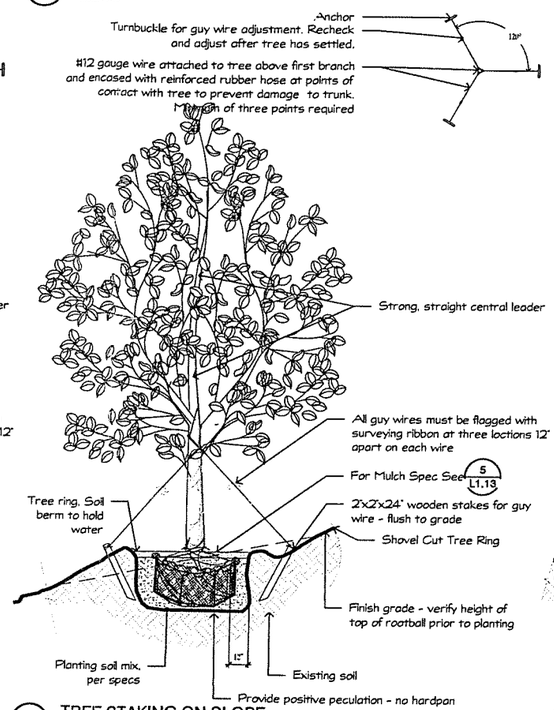
4 LANDSCAPE ISLAND BED (TYP.)
Scale: NTS



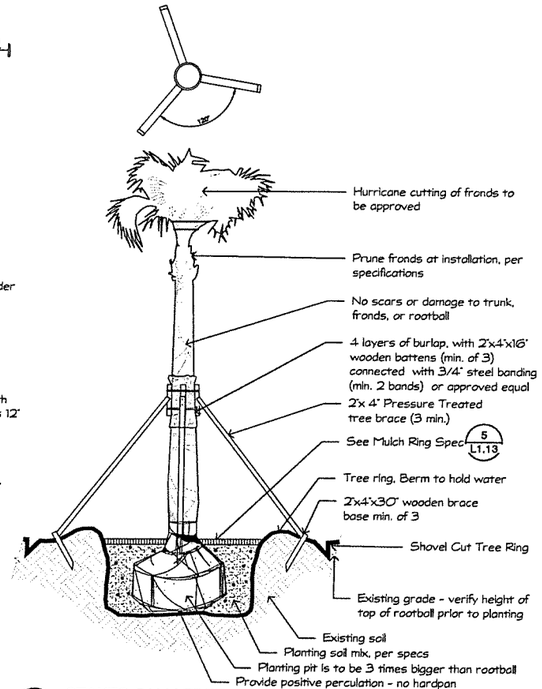
5 MULCHING RING AT TREES
Scale: NTS



6 TREE STAKING
Scale: NTS



7 TREE STAKING ON SLOPE
Scale: NTS



8 STAKED PALM TREE
Scale: NTS

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DA-21-01
OCT 01 2021
Land Development Division

NO.	REVISIONS	BY	DATE
1			
2			

COREY J. MILLS
RLA# 6666831
DATE

MILLS DESIGN GROUP
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RaceTrac

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(770) 431-7600

Landscape Details

RACETRAC #2456 - Lecanto EDO

3310 West Gulf to Kae Hwy
Lecanto, Florida - Citrus County

DATE	09/27/21
SCALE	N/A
DRAWN-BY	AP
PROJECT NUMBER: 024-037	
L1.13	0
SHEET NO.	VERSION

Attachment: Applicant's submittal (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

IRRIGATION NOTES SCHEDULE

SYMBOL	DESCRIPTION
IR-101	Irrigation Contractor to locate and protect all underground utilities prior to digging.
IR-102	All valves to be located in valve box, with cover at grade. Locate box in grass area when possible.
IR-103	Automatic controller to be mounted in utility room or as determined by the Project Manager; see Architectural Plans.
IR-104	Weather Sensor to be located along parapet or as determined by the Project Manager; see Architectural Plans. Ensure Sensor is free from any obstructions.
IR-105	40 psi required per rotor station - 30 psi required per spray station - 30 psi required per drip station. All spray and rotor bodies to have PRS (In-stem pressure regulation system) as indicated in the legend. Flow adjustments can be made at the zone's valve to compensate for this difference in PSI.
IR-106	Pressure regulator required if static water pressure at point of connection for site is greater than 80 psi.
IR-107	4" - 6" SCH 40 PVC sleeves are to be located as shown on plans. Extend sleeve 18" beyond back of curb or pavement. Sleeves to be located and exposed by the General Contractor prior to start of the irrigation installation. Racetrac will reject all other locations.
IR-108	All shrub beds are to be irrigated using dripline, 6" pop-up height for turf zone rotors and sprays. Rotor nozzle size as indicated on the Irrigation plan.
IR-109	All pipes, automatic valves, backflow preventer, manual valve and meter to be located within property lines unless otherwise shown. Pipes, valves, etc. shown in county,city,state R.O.W may require maintenance agreement or indemnity agreement.
IR-110	Irrigation meter and backflow preventer to be provided by the General Contractor.
IR-111	Backflow preventer to be as per local code.
IR-112	Mainline & all Lateral lines are to be located a minimum of 3' off back of curb/sidewalk. Any sprays or rotors located in this area are to be connected using a flexible swing pipe.
IR-113	All mainlines to have a minimum of 18" cover (class 200 PVC pipe). and all lateral piping shall be buried to a minimum depth of 12" cover.
IR-114	All laterals and sub-main pipe to have a minimum of 12" (class 200 PVC pipe).
IR-115	No rocks, boulders, or other extraneous materials to be used in backfilling trenches.
IR-116	All threaded joints to be coated with Teflon Tape or Liquid Teflon.
IR-117	All lines to be thoroughly flushed before installation of sprinkler heads.
IR-118	Must use products specified on this drawing, unless otherwise approved by the Landscape Architect.
IR-119	Irrigation Contractor shall provide an As-Built drawing to the Landscape Architect.
IR-120	Irrigation Contractor to field verify that installed irrigation system provides 100% coverage upon completion of installation. If system does not provide 100% coverage the Irrigation Contractor shall revise system to provide 100% coverage prior to Certificate of Occupancy.
IR-121	All pipe, valves, drip, spray heads, rotors, controllers, and weather sensors are to be installed as per RainBird specifications.
IR-122	Water source to building shall be a 1.5" PVC with 1" or 1.5" meter. Mainline to be 1.5".
IR-123	Refer to landscape plans when trenching to avoid tree and shurb locations.
IR-124	Trench shall be approved prior to back fill by the Owners Representive or the Landscape Architect.
IR-125	Contractor shall perform pressure and volume test on irrigation water source over a continuous 24 hour period prior to the commencement of any construction work. Should the available supply not be adequate to meet the demands of the irrigation system as designed the contractor shall contact the landscape architect prior to construction for design modification.
IR-126	Each irrigation zone shall be programmed to provide 1" of water per week to the landscape. The run times and watering days for irrigation system shall be in compliance with the water management districts guidelines and water restrictions.
IR-127	Control wire shall be 14-1 UF direct burial, colored red for control wires and white for common wires. No cross connection between controllers shall be allowed. Wire splices shall be made only in valve boxes using Rainbird `Snap-Tite` connectors.
IR-128	Electrical service to all equipment shall be provided to a junction box at the equipment location. (By others, not a part of this contract) The irrigation contractor shall be responsible for the final connection from the junction box to all equipment.
IR-129	Do not willfully install the sprinkler system as shown on the drawings when it is obvious in the field that unknown obstructions, grade differences or differences in area dimensions exist that might not have been considered in the engineering. Such obstructions or differences should be brought to the attention of the owners' authorized representative. In the event this notification is not preformed, the irrigation contractor shall assume full responsibility for any revisions.
IR-130	All sprinkler equipment not otherwise detailed or specified sahll be installed as per manufacturer's recommendations and specifications.
IR-131	All work shall be guaranteed for one year from the date of final acceptance against all defects in equipment nd workmanship.
IR-132	The contractor shall complete all work in accordancewith all prevailing laws, codes and regulations.
IR-133	Pipe Sizes sall conform to those shown on drawings. The smallest lateral pipe size to a single spray or rotor head all be 3/4".

EXISTING IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
EST LCS RCS CST SST	Rain Bird 1806-PRS 15 Strip Series Turf Spray 6" popup with pressure regulator.	64	30
SST	Rain Bird 1806-PRS 15 Strip Series Turf Spray 6" popup with pressure regulator.	9	30
Q T H TT TQ F	Rain Bird 1806-PRS 12 Series MPR Turf Spray 6" popup with pressure regulator.	4	30
Q T H TT TQ F	Rain Bird 1806-PRS 15 Series MPR Turf Spray 6" popup with pressure regulator.	41	30
4 6 8 10 12 15 18	Rain Bird 1806-PRS ADJ Turf Spray 6" popup with pressure regulator.	2	30
1401 1402 1404 1406	Rain Bird 1804-1400 Flood Flood Bubbler 4" popup	61	40

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	GPM	RADIUS
0.75	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	23	25	0.54	15'
1.0	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	2	25	0.77	20'
1.5	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	10	25	1.06	23'
2.0	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	1	25	1.40	27'
3.0	Rain Bird 3500-S Shrub Rotor,adjustable and full circle	47	25	2.97	31'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PEB Electric Remote Control Valve	8
C	Rain Bird ESP8LXMEF-LXMM 8 Station Capable Commercial Controller. Mounted on a Powder-Coated Metal Cabinet. Flow Sensing and Water Management Capabilities.	1
RS	Rain Bird RSD-BEx Rain Sensor, with bracket, extension wire	1
POC 2"	5 hp Pump and 4" Cased Well	1
	Irrigation Lateral Line: Polyethylene and PVC Class 160 Polyethylene SDR-7 up to 1-1/4, then PVC Class 160 SDR 26 for 1-1/2" and larger. Only lateral transition pipe sizes 3/4" and above are indicated on the plan, with all others being 1/2" in size.	7,025 l.f.
	Irrigation Mainline: Polyethylene and PVC Class 200	1,307 l.f.
	Pipe Sleeve: PVC Schedule 80 Typical pipe sleeve for irrigation pipe. Pipe sleeve size shall allow for irrigation piping and their related couplings to easily slide through sleeving material. Extend sleeves 18 inches beyond edges of paving or construction.	712.6 l.f.

Valve Callout: Valve Number, Valve Flow, Valve Size

NOTE:
CONTRACTOR TO ENSURE THAT UPON COMPLETION, ALL PROPOSED ZONES TIE INTO EXISTING SYSTEM AND THAT ALL ZONES FUNCTION AND WATER EXISTING AND PROPOSED LANDSCAPE AND SOD AREAS THOROUGHLY.

SITE MODIFICATIONS PRIOR & DURING CONSTRUCTION MAY CAUSE FIELD ADJUSTMENTS TO BE MADE WITH APPROVAL BY OWNER, & LANDSCAPE ARCHITECT. ANY SUCH ADJUSTMENTS SHALL NOT BIND THE OWNER TO THE APPROVED PLANS AS SITE ADJUSTMENTS MAY CONSTITUTE DESIGN AND MATERIAL MODIFICATIONS.

REFER TO IRRIGATION SHEET L2.10 FOR PROPOSED IRRIGATION AND VALVE SCHEDULES.

EXISTING VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	HEADS	WIRE	DESIGN PSI	FRICTION LOSS	VALVE LOSS	PSI	PSI @ POC	PRECIP
1	Rain Bird PEB	1-1/2"	Shrub Rotor	54.68	26	282.5	25	2.74	3.84	31.67	34.73	0.45 in/h
2	Rain Bird PEB	1-1/2"	Turf Spray	62.74	37	273.9	30	3.32	4.52	37.83	41.69	1.21 in/h
3	Rain Bird PEB	1-1/2"	Bubbler	8.00	32	155.7	40	4.48	3.90	48.38	48.43	7.66 in/h
4	Rain Bird PEB	1-1/2"	Turf Spray	57.08	41	91.9	30	3.37	4.11	37.47	38.33	1.42 in/h
5	Rain Bird PEB	1-1/2"	Shrub Rotor	52.18	22	111.3	25	2.97	3.76	31.72	32.25	0.53 in/h
6	Rain Bird PEB	1-1/2"	Turf Spray	68.33	35	237.0	30	3.43	4.52	38.35	41.24	0.31 in/h
7	Rain Bird PEB	1-1/2"	Shrub Rotor	59.64	42	617.2	25	2.75	4.29	32.05	40.42	0.29 in/h
8	Rain Bird PEB	1-1/2"	Bubbler	7.25	29	658.9	40	3.99	3.90	47.89	48.08	7.66 in/h
	Common Wire					1,307						

EXISTING WATERING SCHEDULE

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
1	Rain Bird PEB	Shrub Rotor	0.45 in/h	1	134	7,327	
2	Rain Bird PEB	Turf Spray	1.21 in/h	1	50	3,137	
3	Rain Bird PEB	Bubbler	7.66 in/h	1	8	64	
4	Rain Bird PEB	Turf Spray	1.42 in/h	1	43	2,454	
5	Rain Bird PEB	Shrub Rotor	0.53 in/h	1	113	5,696	
6	Rain Bird PEB	Turf Spray	0.31 in/h	1	193	13,188	
7	Rain Bird PEB	Shrub Rotor	0.29 in/h	1	207	12,345	
8	Rain Bird PEB	Bubbler	7.66 in/h	1	8	58	
TOTALS:			756	44,470			

EXISTING CRITICAL ANALYSIS

Generated: 2017-10-13 12:37

P.O.C. NUMBER: 01
Water Source Information: 5 hp Pump and 4" Cased Well

FLOW AVAILABLE
Custom Max Flow: 70.00 gpm
Flow Available: 70.00 gpm

PRESSURE AVAILABLE
Static Pressure at POC: 55.00 psi
Pressure Available:55.00 psi

DESIGN ANALYSIS
Maximum Station Flow: 68.33 gpm
Flow Available at POC: 70.00 gpm
Residual Flow Available: 1.67 gpm

Critical Station: 3
Design Pressure: 40.00 psi
Friction Loss: 4.07 psi
Fittings Loss: 0.41 psi
Elevation Loss: 0.00 psi
Loss through Valve: 3.90 psi
Pressure Req. at Critical Station: 48.38 psi
Loss for Fittings: 0.00 psi
Loss for Main Line: 0.04 psi
Loss for POC to Valve Elevation: 0.00 psi
Loss for Backflow: 0.00 psi
Critical Station Pressure at POC: 48.43 psi
Pressure Available:55.00 psi
Residual Pressure Available: 6.57 psi

PROPOSED IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
Q T H TQ F	Rain Bird 1806-PRS-NP 12 Series MPR Turf Spray 6" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet. Pressure Regulating. With Non Potable Purple Cap.	14	30
Q T H TQ F	Rain Bird 1806-PRS-NP 15 Series MPR Turf Spray 6" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet. Pressure Regulating. With Non Potable Purple Cap.	7	30
Q T H TQ F	Rain Bird 1812-SAM-NP 15 Series MPR Shrub Spray 12" Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2" NPT Female Threaded Inlet. With Seal-A-Matic Check Valve, and Non-Potable Purple Cap.	4	30
24 ADJ 270	Rain Bird R-VAN24 RD-06-SAM-P45-NP Turf Rotary, 17'-24' 45-270 degrees and 360 degrees. Hand Adjustable Multi-Stream Rotary w/RD1800 turf spray body on 6" pop-up, with check valve and 45 psi in-stem pressure regulator. 1/2" NPT Female Threaded Inlet. W/ Non-Potable Purple Cap.	21	35
1401 1402 1404 1406	Rain Bird 1800-1400 Flood 1401 Fixed flow rate (0.25-2.0GPM), full circle bubbler, 1/2\" FIPT.	16	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird XCZ-150-PRB-COM High Flow Control Zone Kit, for Large Commercial Drip Zones. 1-1/2" PESB Valve with two 1" Pressure Regulating 40psi Quick-Check Basket Filters. Flow range: 15-40 GPM.	1
	Area to Receive Dripline Rain Bird XFD-06-12 XFD On-Surface Pressure Compensating Landscape Dripline. 0.6 GPH emitters at 12" O.C. Dripline laterals spaced at 12" apart, with emitters offset for triangular pattern. UV Resistant. Specify XF insert fittings.	532.6 l.f.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PGA-PRS-D-NP-HAN Angle 1", 1-1/2", 2" Electric Remote Control Valve, Angle, With Purple Handle for Non-Potable Applications, and Pressure Regulator Module.	4
C	Rain Bird ESP12LXMEF-LXMM-LXMMPED 12 Station, Traditionally-Wired, Flow Smart (Module Included), Commercial Controller, Indoor/Outdoor, Plastic Wall-Mount Enclosure. Install in LXMM-LXMMPED Powder Coated, Metal Wall-Mounted Cabinet w/ Pedestal.	1
RS	Rain Bird WR2-RC Wireless Rain Sensor Combo, includes 1 receiver and 1 rain sensor transmitter.	1
POC 2"	Point of Connection 2" 5 HP Pump & 4" Cased Well	1
	Irrigation Lateral Line: PVC Class 200 SDR 21	2,697 l.f.
	Irrigation Mainline: PVC Class 200 SDR 21	1,585 l.f.
	Pipe Sleeve: PVC Class 200 SDR 21	135.9 l.f.

Valve Callout: Valve Number, Valve Flow, Valve Size

PROPOSED VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	WIRE	PSI	PSI @ POC	PRECIP
3	Rain Bird PGA-PRS-D-NP-HAN Angle	1-1/2"	Bubbler	32.00	101.6	37.24	38.76	6.81 in/h
4	Rain Bird PGA-PRS-D-NP-HAN Angle	1-1/2"	Shrub Spray	7.40	128.6	36.51	36.65	0.71 in/h
5	Rain Bird PGA-PRS-D-NP-HAN Angle	1-1/2"	Turf Spray	32.00	36.0	34.06	34.24	0.96 in/h
6	Rain Bird PGA-PRS-D-NP-HAN Angle	1-1/2"	Turf Rotary	27.12	550.1	42.45	46.88	0.31 in/h
9	Rain Bird XCZ-150-PRB-COM	1-1/2"	Area for Dripline	4.61	111.2	31.54	31.59	0.96 in/h
	Common Wire				1,585			

PROPOSED WATERING SCHEDULE

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
3	Rain Bird PGA-PRS-D-NP-HAN Angle	Bubbler	6.81 in/h	1	9	288	144
4	Rain Bird PGA-PRS-D-NP-HAN Angle	Shrub Spray	0.71 in/h	1	85	629	314.5
5	Rain Bird PGA-PRS-D-NP-HAN Angle	Turf Spray	0.96 in/h	1	63	2,016	1,008
6	Rain Bird PGA-PRS-D-NP-HAN Angle	Turf Rotary	0.31 in/h	1	193	5,235	2,617
9	Rain Bird XCZ-150-PRB-COM	Area for Dripline	0.96 in/h	1	63	290.4	145.2
		TOTALS:			413	8,458	4,229

PROPOSED CRITICAL ANALYSIS

Generated: 2021-10-01 08:39

P.O.C. NUMBER: 01
Water Source Information: 5 HP Pump & 4" Cased Well

FLOW AVAILABLE
Point of Connection Size: 2"
Flow Available: 73.57 gpm

PRESSURE AVAILABLE
Static Pressure at POC: 55.00 PSI
Pressure Available: 55.00 psi

DESIGN ANALYSIS
Maximum Station Flow: 32.00 gpm
Flow Available at POC: 73.57 gpm
Residual Flow Available: 41.57 gpm

Critical Station: 6
Design Pressure: 35.00 psi
Friction Loss: 5.59 psi
Fittings Loss: 0.56 psi
Elevation Loss: 0.00 psi
Loss through Valve: 1.30 psi
Pressure Req. at Critical Station: 42.46 psi
Loss for Fittings: 0.40 psi
Loss for Main Line: 4.02 psi
Loss for POC to Valve Elevation: 0.00 psi
Loss for Backflow: 0.00 psi
Critical Station Pressure at POC: 46.88 psi
Pressure Available: 55.00 psi
Residual Pressure Available: 8.12 psi

EXISTING ZONES 1, 2, 7, & 8 ARE TO REMAIN IN PLACE AND / OR BE CAPPED AS SHOWN ON THE IRRIGATION PLAN SHEET L2.11.

ALL PROPOSED ZONES TO BE RELOCATED AND RE-PIPED TO TIE INTO EXISTING SYSTEM IN PLACE.

RECEIVED
DA-21-01
OCT 01 2021
Land Development Division

NO.	REVISIONS	BY	DATE
1			
2			
3			

COREY J. MILLS
RLA# 6666831
DATE

MILLS DESIGN GROUP
850.765.4424 // millsdg.com

THESE PLANS ARE SUBJECT TO FEDERAL COPYRIGHT LAWS; AND SAME MAY NOT BE USED WITHOUT THE EXPRESSED WRITTEN PERMISSION OF RACETRAC PETROLEUM, INC. IS PROHIBITED.

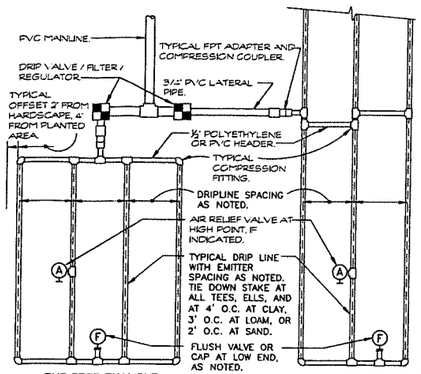
RaceTrac

RACETRAC PETROLEUM, INC.
3225 CUMBERLAND BOULEVARD, SUITE 100
ATLANTA, GA 30339
(770) 431-7600

Irrigation Notes & Schedule
RACETRAC #2456 - Lecanto EDO
3310 West Gulf to Kae Hwy
Lecanto, Florida - Citrus County

DATE	09/27/21
SCALE	N/A
DRAWN BY	AP
PROJECT NUMBER:	024-037
SHEET NO.	L2.10

Attachment: Applicant's submittal (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)



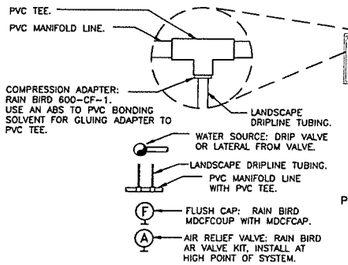
MAXIMUM LATERAL LENGTH (FEET)						
	EMITTER FLOW RATE GPH					
PSI	12" SPACING 0.6	0.9	18" SPACING 0.6	0.9	24" SPACING 0.6	0.9
10	125	96	175	135	218	171
20	249	191	350	171	442	340
30	307	236	434	333	550	422
40	350	268	495	380	627	171
50	125	96	175	135	218	171
60	125	96	175	135	218	171

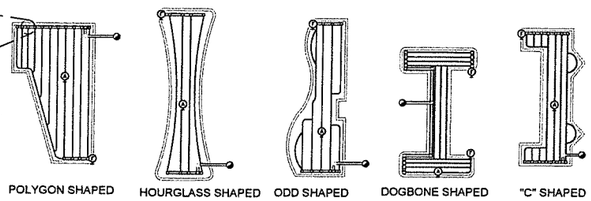
GRID PRECIPITATION RATES (IN/HR)			
		EMITTER FLOW RATE	
EMITTER SPACING	LATERAL SPACING	0.6	0.9
12	12	0.96	1.44
18	18	0.69	1.03
24	24	0.28	0.41

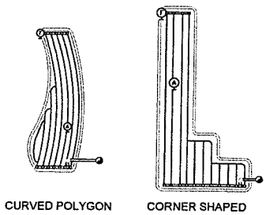
LATERAL FLOW PER 100 FT (GPM)			
EMITTER FLOW	12" SPACING	18" SPACING	24" SPACING
0.6 GPH	1.0 GPM	0.67 GPM	0.50 GPM
0.9 GPH	1.5 GPM	1.0 GPM	0.75 GPM

MAXIMUM FLOW PER ZONE		
	MAX GPM	PSI LOSS
SCHEDULE 40 PVC HEADER SIZE		
1/2"	4.7 GPM	7.7 PSI
3/4"	8.3 GPM	5.6 PSI
1"	13.5 GPM	4.2 PSI
1-1/2"	33.9 GPM	2.9 PSI
2"	52.4 GPM	1.9 PSI
POLY PIPE HEADER SIZE		
1/2"	4.7 GPM	8.8 PSI
3/4"	8.3 GPM	6.3 PSI
1"	13.5 GPM	4.8 PSI
1-1/2"	31.8 GPM	2.9 PSI
2"	52.4 GPM	2.2 PSI

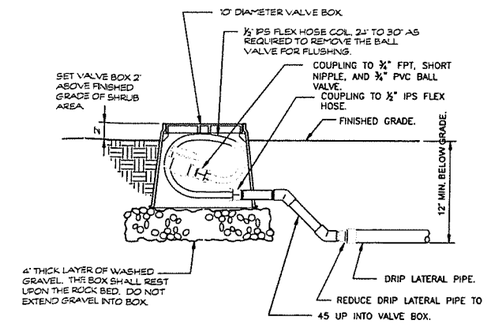
SLOPED CONDITION NOTE:
1. DRIPLINE LATERALS SHOULD FOLLOW THE CONTOURS OF THE SLOPE WHENEVER POSSIBLE.
2. INSTALL AIR RELIEF VALVE AT HIGHEST POINT.
3. NORMAL SPACING WITHIN THE TOP ⅓ OF SLOPE.
4. INSTALL DRIPLINE AT 25% GREATER SPACING AT THE BOTTOM ⅓ OF THE SLOPE.
5. WHEN ELEVATION CHANGE IS 10 FT OR MORE, ZONE THE BOTTOM ⅓ ON A SEPARATE VALVE.



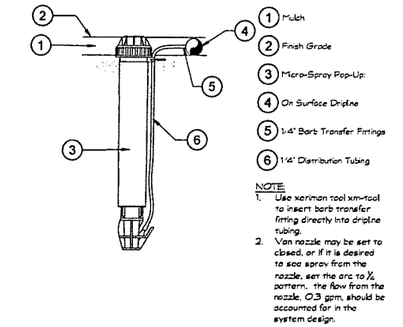




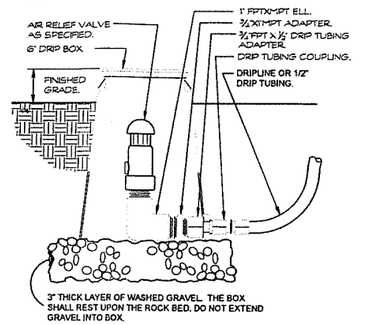
1 TYPICAL RAIN BIRD DRIPLINE REQUIREMENTS
NTS — RT.D-IR-DRI-01



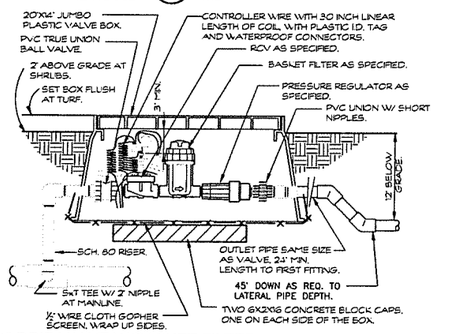
2 HARD PIPE TO FLUSH VALVE
NTS — RT.D-IR-DRI-02



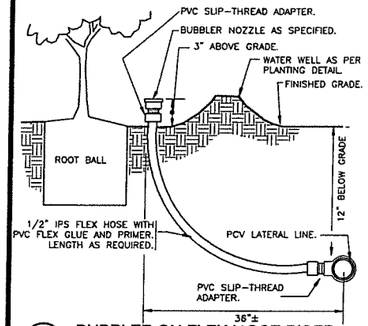
3 DRIPLINE OPERATION INDICATOR
NTS — RT.D-IR-DRI-03



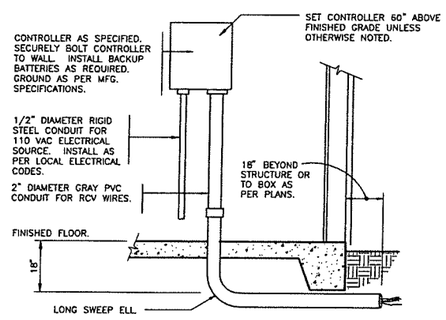
4 DRIP AIR RELIEF VALVE IN BOX
NTS — RT.D-IR-DRI-04



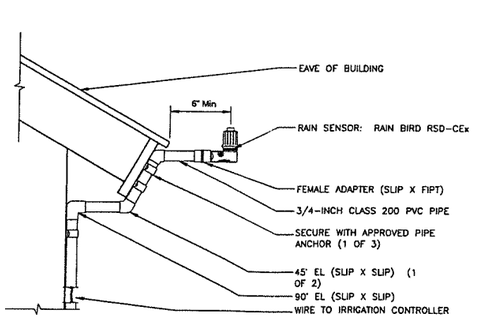
5 1" DRIP VALVE W/BASKET FILTER
NTS — RT.D-IR-DRI-10



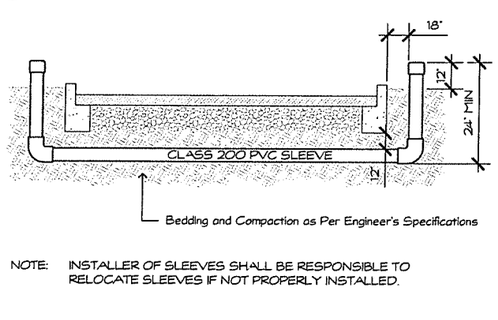
6 BUBBLER ON FLEX HOSE RISER
NTS — RT.D-IR-DRI-20



7 INTERIOR WALL MOUNT CONTROLLER
1" = 1'-0" — RT.D-IR-EQ-01

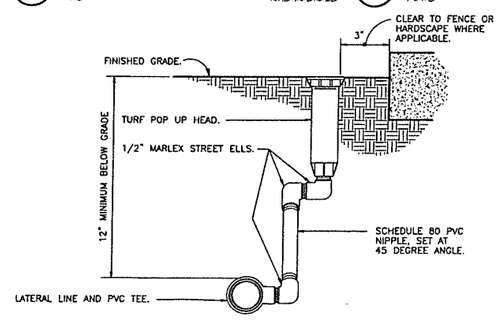


8 RAIN SENSOR / WEATHER CONTROLLER
NTS — RT.D-IR-EQ-02

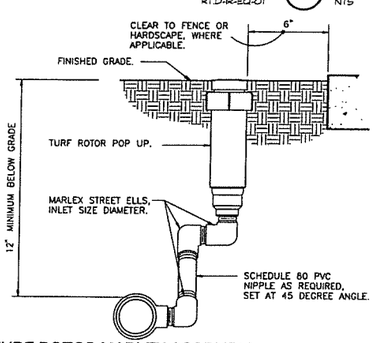


NOTE: INSTALLER OF SLEEVES SHALL BE RESPONSIBLE TO RELOCATE SLEEVES IF NOT PROPERLY INSTALLED.

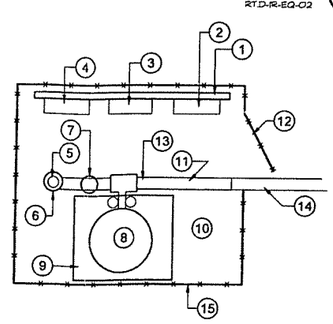
9 SLEEVING
NTS — RT.D-IR-EQ-10



10 TURF SPRAY MARLEX ASSEMBLY
3" = 1'-0" — RT.D-IR-IH-01



11 TURF ROTOR MARLEX ASSEMBLY
3" = 1'-0" — RT.D-IR-IH-05



12 WELL
NTS — RT.D-IR-WEL-01

RECEIVED
OCT 01 2021
Land Development Division

REVISIONS			DATE
NO.		BY	
1			
2			
3			

COREY J. MILLS RLA# 6666831 DATE

MILLS DESIGN GROUP
407.359.1121 // millsdg.com

THESE PLANS ARE SUBJECT TO FEDERAL COPYRIGHT LAWS; ANY USE OF SAME WITHOUT THE EXPRESSED WRITTEN PERMISSION OF RACETRAC PETROLEUM, INC. IS PROHIBITED.

RaceTrac

RACETRAC PETROLEUM, INC.
3225 CUMBERLAND BOULEVARD, SUITE 100
ATLANTA, GA 30339
(770) 431-7600

Irrigation Details
RACETRAC #2456 - Lecanto EDO
3310 West Gulf to Kae Hwy
Lecanto, Florida - Citrus County

DATE	09/27/21
SCALE	N/A
DRAWN-BY	AP
PROJECT NUMBER: 024-037	
SHEET NO.	L2.12 0

Attachment: Applicant's submittal (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

CITRUS COUNTY FLORIDA

This First Amendment to Development Agreement (hereinafter referred to as the "First Amendment") is made and entered into as of the 14th day of December, 2021, by and among Citrus County, Florida, a political subdivision of the State of Florida, whose mailing address is 110 N. Apopka Avenue, Inverness, Florida 34450 (hereinafter referred to as "County"), Gishorn, LLC, a Florida limited liability company whose address is 387 Steiner Bridge Road, Valencia, Pennsylvania 16059 (hereinafter referred to as "Owner") and RaceTrac Petroleum, Inc., a Georgia corporation, whose mailing address is 3225 Cumberland Boulevard, Atlanta, Georgia 30339 (hereinafter referred to as "Developer") (hereinafter all of the above referred to as the "Parties").

RECITALS

WHEREAS, the Parties are parties to that certain Development Agreement dated April 11, 2017 and recorded among the Public Records of Citrus County, Florida at Official Records Book 2823, Pages 819-878 (the "Original Agreement"); and

WHEREAS, it is the function of the County to protect public and private property and to coordinate development within the County as provided by the laws of the State of Florida; and

WHEREAS, it is the function of the County to prevent the creation of health and safety hazards or conditions which result in a detriment to citizens; and

WHEREAS, this Agreement is authorized by Section 163.3220 et. seq., Florida Statutes, and Chapter 12, of the Citrus County Land Development Code, as they existed as of the Effective Date;

WHEREAS, the Citrus County Land Development Code Ordinance 2012-06, allows the execution of a Development Agreement to include agreed upon conditions, the timeline of construction, hours of operation, maintenance agreements, and reference of amenities and performance bonding for private and public improvements, as based upon County ordinances and development approval conditions outlined herein; and

WHEREAS, pursuant to the Original Agreement, the Developer developed land within the county more particularly described in Exhibit A attached hereto and made a part hereof by reference (hereinafter referred to as the "Development Parcel") as a RaceTrac Neighborhood Market (the "Development"); and

WHEREAS, the Developer would like to request approval from the Board of County Commissioners of Citrus County (hereinafter the "BOCC") to add certain elements, including additional fueling positions, to the Development subject to the conditions outlined herein; and

WHEREAS, the Parties desire to amend the Original Agreement according to the terms and conditions as more particularly set forth herein;

WHEREAS, the Development as set forth herein is consistent with the Citrus County Comprehensive Plan and Citrus County Land Development Code; and

WHEREAS, this Agreement was presented to the BOCC at a duly noticed public hearing on December 14, 2021, in accordance with the requirements of Florida law and codes and ordinances of Citrus County, Florida; and

WHEREAS, the Parties hereto desire to enter into this legally binding Agreement in reference to the aforesaid Development,

NOW, THEREFORE, in consideration of the foregoing premises, the conditions, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to be legally bound as follows:

1. **Recitals**. The foregoing recitals are true and correct and are expressly incorporated herein by reference.

2. **Definitions**. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Original Agreement.

3. **Effective Date & Recording**. Pursuant to Section 163.3239, Florida Statutes, this Agreement shall be recorded by Owner with the Clerk of the Circuit Court of Citrus County within five (5) business days of the last party's execution. Owner shall pay the cost of recording. This Agreement will only become effective when it is properly recorded in the public records of the County (the "Effective Date").

4. **Agreement Term and Extensions**. Unless otherwise provided in this Agreement, this Agreement shall be valid for ten (10) years from the Effective Date. This Agreement may be extended by mutual consent of the Parties, subject to a public hearing pursuant to Section 163.3225, Florida Statutes. Notwithstanding the foregoing, the rights, privileges, obligations and covenants of Developer and the County shall survive the completion of the work of Developer with respect to completing the transportation, storm water, potable water, reclaimed water and/or wastewater facilities and services to any phase area and to the Development Parcel as a whole.

5. **Owner Representations.** Owner represents that it is the current fee simple owner of the Development Parcel identified on Exhibit A and Developer is authorized to enter into this Agreement. Owner acquired its fee interest in the Development Parcel via the instruments attached hereto as Exhibit B.

6. **Developer Representations**. Developer represents that it has the right to enter into this Agreement. Developer further represents that, if approved, it intends to begin construction of the modifications to the Development as indicated in the conceptual site plan attached hereto as Exhibit C and made part hereof by reference (hereinafter

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

referred to as the "Conceptual Site Plan") within approximately 6 months from the Effective Date and complete the Development within approximately 18 months from the Effective Date. Notwithstanding anything to the contrary, the maximum intensity of development on the Development Parcel shall not exceed 8,000 square feet with respect to the convenience store building together with the other improvements set forth on the Conceptual Site Plan. (This total does not include canopy areas).

7. **Agreement Precedence.** The Parties agree, and all other future third parties are hereby put on notice that the rights of the County, the development limitations and all other matters affecting the Development, pursuant to the covenants of this Agreement, are in all ways superior in right, title, and interest to any subsequent mortgage, mechanics lien, or lien of any other type or other legal or equitable interest, and that the rights of the County as contained herein and the development limitations or permissions contained herein or conferred, while not creating a lien on the Development Parcel, shall not be in any way subject to foreclosure or elimination due to subsequent event or the rights of third parties which are not otherwise expressly set forth herein. The rights outlined herein shall run with the land unless terminated as provided in this Agreement.

8. **Fees.** For all new development authorized by this Agreement all applicable impact fees, development review fees, building permit fees, and all other fees of any type shall be paid by the Developer in accordance with the County Fee Schedule and in such amount applicable as they become due and payable except as is otherwise specifically provided herein.

9. **Ratification.** The Original Agreement remains in full force and effect except as expressly modified by this First Amendment and is ratified and confirmed. If there is a conflict between the terms of the Original Agreement and this First Amendment, the terms of this First Amendment shall control.

10 **Multiple Counterparts; Electronic Signatures**. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. The counterparts of this First Amendment may be executed by electronic signatures and may be delivered electronically by any party to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received.

11. **Equitable Estoppel and Vested Rights Option.** The Parties agree that the County's willingness to enter into this Agreement, the staff approval or recommendation relative to the proposed Development, land use plan designations, the passage of ordinances attempting to modify the land use designations, submittals to or before the BOCC, and any other act in furtherance of this

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Agreement by the County, including negotiations leading up to the execution of this Agreement, shall not be used by Owner, Developer, or their respective successors in interest in any way whatsoever as committing the County legally through the theory of equitable estoppel or any other legal theory to the approval of such proposed Development in the event that this Agreement does not take effect in all material respects. The Parties further agree that any and all actions by the County, Owner or Developer or their representatives in negotiation of this Agreement, including all efforts in the implementation of this Agreement or submittals to other governmental bodies, shall in no way be deemed to be an action in reliance giving rise to an equitable estoppel. In the event that it is not possible to implement this Agreement fully, the Parties' legal positions will be identical to the legal positions that they would have maintained if the proposed Development of the Development Parcel had never been discussed among them, unless otherwise specifically identified in this Agreement. Notwithstanding the foregoing, it is recognized between the Parties that at the end of the term of this Agreement, the Owner and/or Developer may proceed through a vested rights determination as provided by the County Code in effect at the time of such vested rights application.

12. **Required Permits.**

12.1 Local development permits and/or orders which will need to be approved and issued include, but are not limited to, any final local development order authorizing construction under the concurrency provisions of the County's comprehensive plan.

12.2 All government approvals and permits for the Development Parcel shall be obtained by the Developer at the Developer's sole cost. The Developer agrees to comply with all regulations, approvals and specifications enacted or promulgated by the Federal Government, Florida Department of Environmental Protection, Florida Department of Transportation and the Southwest Florida Water Management District.

12.3 In the event any approvals necessary for the Development are not received, action and reliance on this Agreement and expenditures in pursuant of its terms and of any right accruing to the Owner and/or Developer shall not vest any development rights in said parties, or their successors or assigns, nor shall it constitute partial performance entitling said parties to a continuation of this Agreement.

12.4 Developer shall, prior to the start of any site preparation activity, at the Development Parcel, including, clearing, grubbing, grading, etc., obtain from the County all applicable permits in accordance with the requirements of all pertinent County ordinances.

12.5 All Parties specifically agree that any permits issued in accordance with appropriate County ordinances, shall automatically be revoked by the County if the Developer, its contractors or subcontractors or builders fail to comply with any portion of this Agreement, after the County provides written notification to the Developer and the Developer is provided a minimum of fourteen (14) days to remedy the situation, but fails to do so. Exception shall be made for erosion control and dust control where the Developer shall be required to immediately correct the violation.

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

13. **Terms**. Developer intends to develop the Development Parcel consistent with what is indicated on the Conceptual Site Plan. The Developer shall comply with additional conditions, terms, restrictions, and/or other requirements as may be reasonably approved by the County when determined necessary for the public health, safety or welfare of its citizens as it applies to land development standards for such components as utilities (drainage, water, and sewer), signs, transportation facilities/access, landscaping/buffering, and other Land Development Code design standards, including but not limited to the Special Conditions outlined in Exhibit D attached hereto and made part hereof by reference (hereinafter referred to as the "Special Conditions"). To the extent terms outlined in the Special Conditions are inconsistent with the terms outlined in other portions of this Agreement, the terms outlined in the Special Conditions shall take precedence.

14**.** **Disclosure Responsibility**. Owner assumes responsibility for disclosure of the conditions, terms, restrictions, and/or other requirements to subsequent tenants or purchasers of the Development Parcel. The County reserves its enforcement rights granted whether or not subsequent ownership or lessees have "actual" or constructive knowledge of this Agreement or any potential violations hereunder.

15**.** **Requirements During Construction.**

15.1 All erosion and sedimentation controls shall be installed and maintained in accordance with an approved plan and report by a Department of Environmental Protection Permit prior to any other construction activity occurring at the Development.

15.2 For construction activities performed by the Developer pursuant to this Agreement, the Developer is also responsible for ensuring that water and wastewater service at the Development Parcel, and any off-site areas affected by Developer's activities, remains active without interruption to existing utility customers. If interruption of utility service is necessary, the Developer must obtain written authorization from the County.

15.3 During construction activities performed by the Developer pursuant to this Agreement, the Developer shall police the construction area daily, keeping the site safe and free and clear of all rubbish, refuse, brush, debris, and discarded building materials so as not to create a public nuisance. The Developer may accumulate said material in an area approved by the County until such time as the accumulated matter is removed from the site by the Developer provided that the County, at its sole discretion, may require the removal of said material by written communication, indicating the reasons therefore, at any time during the development. The Developer shall remove from the site and dispose of all rubbish, refuse, debris and discarded building materials, leaving the Development free and clear of the same prior to the release of any remaining financial security or final acceptance of any public improvements. The burning of any rubbish, refuse, and debris shall be in accordance with County ordinances and shall require a separate permit.

15.4 Throughout the time that the Development is being constructed, the Developer shall maintain all storm water detention and best management practices as required by County ordinances.

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

15.5 During the construction of any and all phases, parking for vehicles related to the construction activities shall be arranged so as not to create a potential traffic hazard.

15.6 Unless otherwise exempted pursuant to the County ordinances, the Developer shall not erect nor permit any agent of the Developer to erect any sign related to the Development unless first obtaining a sign permit from the County.

16. **Inspections.** All Parties to this Agreement give specific permission for the County, its employees, agents or contractors to conduct inspections on its property. These inspections may take place at any time and with any frequency the County deems appropriate in order to insure construction in accordance with approved specifications. The Developer shall notify the County twenty four (24) hours prior to the following activities: excavating, embankment construction, detention pond construction, installation of storm sewers, under drain, subgrade, base course, binder course, wearing course, and commencement of seeding.

17. **Insurance.** The Developer shall cause its contractors and/or subcontractors to obtain and maintain liability and other commercially reasonable insurance coverage customarily maintained in similar developments, in amounts required by the County to furnish certificates of insurance to the County, whenever contractors are installing improvements located on existing public road rights-of-way and as may otherwise by required by the County.

18. **Transfer.** It is specifically understood by all Parties that this Agreement is binding upon all Parties, their successors and assigns. This Agreement shall constitute a covenant running with the land and shall be recorded in the Public Records of the County as provided herein.

19. **Entire Agreement, Amendments, Applicable Law & Venue.** This Agreement supersedes all previous agreements or representations either verbal or written, heretofore in effect among the Parties, made with respect to the matters herein contained, and when duly executed, constitutes the agreement among the Parties. No additions, alterations, variations or waivers to this Agreement shall be made except by written agreement executed with the same formality of this Agreement and shall be governed by the process set forth in Section 163.3225, Florida Statutes, and the public hearing process set forth in Chapter 12 of the Land Development Code. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the County. Citrus County, Florida shall be the venue for any legal proceeding pertaining to the subject matter of this Agreement.

20. **Notices.** Any notice or request required or authorized to be given by the terms of this Agreement or under any applicable law by any party shall be in writing, hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested or by FedEx or other nationally recognized overnight courier. Such written notice shall be addressed as follows:

County: Citrus County
Attn: County Administrator
110 N. Apopka Avenue
Inverness, FL 34450

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

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Copy to: Citrus County
Attn: County Attorney
110 N. Apopka Avenue
Inverness, FL 34450

Owner: Gishorn, LLC
Attn: Mark Gissendaner, Managing Member
387 Steiner Bridge Road
Valencia, PA 16059

Copy to: Sitko Bruno LLC
Attention: Judy A. Bruno, Esq.
2740 Smallman St.
Suite 300
Pittsburgh, PA 15222

Developer: RaceTrac Petroleum, Inc.
Attn: Philip F. West, Esq.
3225 Cumberland Boulevard
Atlanta, GA 30339

Copy to: Thomas R. Sullivan, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801

Any party may, by subsequent written notice, designate a different address or party for receiving notice.

21. **Disclaimers & Limitations on Liability.** The Parties deem each other to be independent contractors, and not agents of the other.

22. **Indemnity.**

(a) Developer shall indemnify completely, defend and save harmless the County, its elected officers and Commission Members, agents, contractors and employees from any and all costs and claims, liability, demands, damages, expenses, fines, penalties, suits, proceedings, actions and fees, including attorney's fees and costs, for injury (including death) to persons or damage to property or property rights that may arise from or be related to acts, errors, or omissions of the Developer, its respective agents, employees, servants, licensees, invitees or contractors or by any person under the control or direction of Developer in connection with the Development, and shall indemnify the County as aforesaid from all liability, claims and all other items above mentioned, arising or growing out of or connected with any default, breach, violation or nonperformance by the Developer of any covenant, condition, agreement or provision contained in this Agreement.

(b) Owner shall indemnify completely, defend and save harmless the County, its elected officers and Commissioner Members, agents, contractors and employees from any and all costs and claims, liability, demands, damages, expenses, fines, penalties, suits, proceedings, actions and fees, including attorney's fees and costs, for injury (including death) to persons or damage to property or property rights that may arise or be related to the gross negligence or willful misrepresentation of Owner.

(c) To the extent allowed by State law, including but not limited to Chapter 768, Florida Statutes, County agrees to hold Owner and Developer harmless from negligent acts or commissions of County, its officers, employees, or agents arising out of their activities related to this Agreement. Nothing contained herein shall be constructed as a waiver by the County of its rights to sovereign immunity under Section 768.28, Florida Statutes, nor shall entering into this Agreement by construed as a waiver of the sovereign immunity limits established by State law.

(d) The aforesaid indemnities shall survive the completion of the Development and the termination of this Agreement.

23 **Force Majeure**. No party shall be liable or responsible to any other party by reason of the failure or inability of such party to take any action it is required to take or to comply with the requirements imposed hereby (or any injury to another party or by those claiming by or through such other party), which failure inability or injury is caused directly or indirectly by force majeure as hereinafter set forth). The term "force majeure" as employed herein shall mean Acts of God; strikes; lock-outs or other industrial disturbance; acts of public enemies; war; blockades; riots; acts of armed forces, militia, or public authority; epidemics, breakdown of or damage to machinery, road systems, drainage or flood control systems, traffic control devices, pumps or pump lines; landslides; earthquakes; fires; storms (including but not limited to hurricanes); floods or washouts; arrests, title disputes or other litigation; governmental restraints of any nature whether Federal, State, County, Municipal or otherwise, whether civil or military; civil disturbances; explosions; failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to existing or future rules, regulations, orders, laws or proclamations whether Federal, State, County, Municipal or otherwise, whether civil or military; or by other causes, whether or not the same kind as enumerated herein, not within the sole control of the party claiming force majeure and which by exercise of due diligence such claiming party is unable to overcome.

24. **Disclaimer of Third Party Beneficiaries**. This Agreement is solely for the benefit and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of any action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee thereof.

25. **Disclaimer of Security**. Notwithstanding any other provision of this Agreement, the Developer expressly acknowledges that it has no pledge or lien upon any real property (including, specifically, the County's transportation or utility systems), any personal property, or any existing or future revenue source of the County (including, specifically, any revenue or rates,

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fees, or charges collected by the County in connection with any County system) as security for any amounts of money payable by the County under this Agreement.

26. **Enforcement**. As provided by Section 163.3243, Florida Statutes, any party to this Agreement may file an action for injunctive relief to enforce the terms of this Agreement.

27. **Severability**. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

28. **Authority to Execute Agreement**. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full power and authority to bind any corporation, partnership, or any other business entity for which he or she purports to act hereunder.

29. **Time**. Time is the essence for each and every term of this Agreement.

30. **Counterparts & Captions**. This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.

31 **Waivers & Extensions**. No waiver or any breach of this Agreement or provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provisions herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

32. **Construction**. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto. In constructing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders.

[Signatures appear on the following pages]

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

IN WITNESS WHEREOF, the Parties, having read, understood and freely agreed to the conditions herein, and being duly authorized and intending to be legally bound hereby, and to legally bind the successors, assigns, grantees, agents and officers of the parties, do hereby seal and deliver this First Amendment on the day set forth below.

Signed and sealed this __ day of _____, 2021.

"COUNTY"

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

By: _____
, Chair

ATTEST:

_____
Angela Vick, County Clerk

Approved as to Form:

_____
Denise A. Dymond Lyn, County Attorney

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, who is known to me __ or produced ___ as identification as Chairman of Citrus County, Florida, a political subdivision of the State of Florida, on behalf of Citrus County.

_____
Notary Public
State of Florida at Large

My Commission Expires:

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

"OWNER"

Witnesses:

GISHORN, LLC, a Florida limited liability company

By: _____

Printed Name:_____ Name:_____

Title:_____

_____

Printed Name:_____

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by_____, as _____ of Gishorn, LLC, a Florida limited liability company, who is known to me ___ or who produced _____ as identification and who did ____ or did not ____ take an oath

_____
Notary Public

My Commission Expires:

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

"DEVELOPER"

Witnesses:

RACETRAC PETROLEUM, INC.,
a Georgia corporation

_____
Printed Name:_____

By: _____
Name:_____
Title:_____

_____
Printed Name:_____

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by_____, as _____ of RaceTrac Petroleum Inc., a Georgia corporation, who is known to me ___ or who produced _____ as identification and who did ____ or did not ____ take an oath

_____
Notary Public

My Commission Expires:

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

EXHIBIT LIST

EXHIBIT A	Development Parcel Legal Description & Sketch
EXHIBIT B	Owner's Deed
EXHIBIT C	Conceptual Site Plan
EXHIBIT D	Special Conditions
EXHIBIT E-1	County's Cost Estimate Right Turn Lane and Modify County Road 491 Driveway
EXHIBIT E-2	County Cost Estimate RaceTrac DRA: Preschool Parking Addition and Citrus County Regional Stormwater Pond
EXHIBIT F	Developer's Landscape/Buffering Plan
EXHIBIT G	Developer's Signage Plan
EXHIBIT H	Gishorn Agreement

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

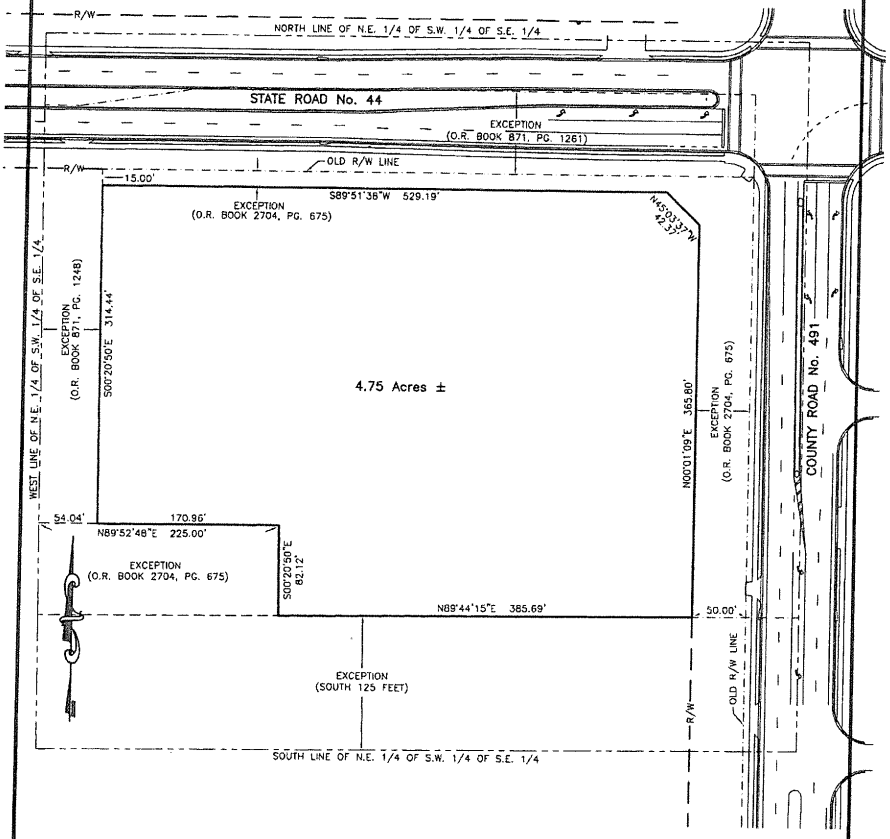
Exhibit "A"

Sketch and Description of the Development Parcel

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

EXHIBIT 'A'



LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CITRUS, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE NE 1/4 OF THE SW 1/4 OF THE SE 1/4, EXCEPT THE SOUTH 125 FEET AND EXCEPT RIGHTS-OF-WAY OF S.R.#44 AND S.R. #491, IN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY,FLORIDA.

LESS AND EXCEPT LANDS CONVEYED TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 871,PAGE 1248 AND AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 871, PAGE 1261, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

ALSO LESS AND EXCEPT LANDS CONVEYED TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2704, PAGE 675, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

ROGERS ENGINEERING, LLC
Civil Engineering & Land Surveying
• 1105 S.E. 3rd Avenue • Ocala, Florida 34471
• Ph. (352) 622-9214 • Lic. Bus. #4074

SCALE	DATE
1" = 100'	1-31-17

Exhibit "B"
Owner's Deed

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

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20110434362 4 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: $35.50
DOCUMENTARY TAX: $0.70
2011043436 BK:2445 PG:315
10/25/2011 12:00 PM 4 PGS
JCARROLL,DC Receipt #038186

PIN #: 18190423110

Prepared by and return to:
Judy A. Bruno, Esquire
Sitko Bruno, LLC
2740 Smallman Street, Suite 300
Pittsburgh, PA 15222

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed this 11th day of October, 2011 by:

Mark Gissendaner, an individual, with an address at 387 Steiner Bridge Road, Valencia, Pennsylvania 16059, and **Kim Ann Kloecker, an individual**, with an address at 2118 Strong Road, Waterford, Pennsylvania 16441

hereinafter collectively called the Grantor, to:

GISCHORN, LLC, a Florida limited liability company, with an address at 387 Steiner Bridge Road, Valencia, Pennsylvania 16059

hereinafter called the Grantee.

Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

WITNESSETH, that the Grantor, for and in consideration of the sum of **Ten Dollars and No/100ths ($10.00)** and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, and sells unto the Grantee, and Grantee's successors, and assigns forever, all that certain parcel of land in the County of Citrus, State of Florida (the "Property"), to wit:

N.E. ¼ of S.W. ¼ of S.E. ¼ except S. 125 feet and except right-of-way of S.R. #44/491, Section 4, Township 19 South, Range 18 East, a/k/a S.W. Corner S.R. 44 & 491, Lecanto, Florida.

Less the following Parcel for State Road No. 44 as conveyed by Warranty Deed (Book 871, page 1248):

STATE ROAD NO. 44 – PARCEL 1051

Commence at the NW Corner of the NE ¼ of SW ¼ of SE ¼ of Section 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST, Citrus County, Florida, thence S. 0° 38' 32" E. along the West line of the NE ¼ of SW ¼ of SE ¼ of Section 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST, a distance of 125.69 feet to the POINT OF BEGINNING, thence continue S. 0° 38' 32" E. along said line a distance of 330.00 feet, thence N. 89° 35' 06" e. 54.04 feet, thence N. 0° 38' 32" W. 330.00 feet, thence S. 89° 35' 06" W. 54.04 feet to the Point of Beginning.

Commonly known as: 00810 S Lecanto, Lecanto, FL

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

UNDER AND SUBJECT TO all easements, rights-of-way, restrictions, leases, matters and conditions appearing in prior instruments of record and all easements, rights-of-way, restrictions, leases, matters and conditions to which Grantor's title is subject.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby specially warrants the title to the land, and Grantor will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

This conveyance is from individuals to a limited liability company, which limited liability company is comprised solely of the individuals as members, and is therefore subject to the minimum amount of transfer tax of $0.70.

The individuals that comprise the Grantor do hereby state that the property conveyed is not the residence of either individual.

[signature lines on next page]

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

IN WITNESS WHEREOF, the Grantor has executed this document as of this 11 day of Oct., 2011.

WITNESS:

Print Name: GLENN A HOFFIELD

MARK GISSENDANER, an individual

Print Name: Kathleen Baylorst

KIM ANN KLOECKER, an individual

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Allegheny)

BEFORE ME, a Notary Public in and for said county and state, personally appeared MARK GISSENDANER, an individual personally known to me or satisfactorily proven to be the person who executed the foregoing Deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of this 11 day of Dec, 2011.

My commission expires:

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary Alice McCafferty, Notary Public
Richland Twp., Allegheny County
My Commission Expires Dec. 27, 2014
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Erie)

BEFORE ME, a Notary Public in and for said county and state, personally appeared KIM ANN KLOECKER, an individual personally known to me or satisfactorily proven to be the person who executed the foregoing Deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of this 17th day of October, 2011.

My commission expires:

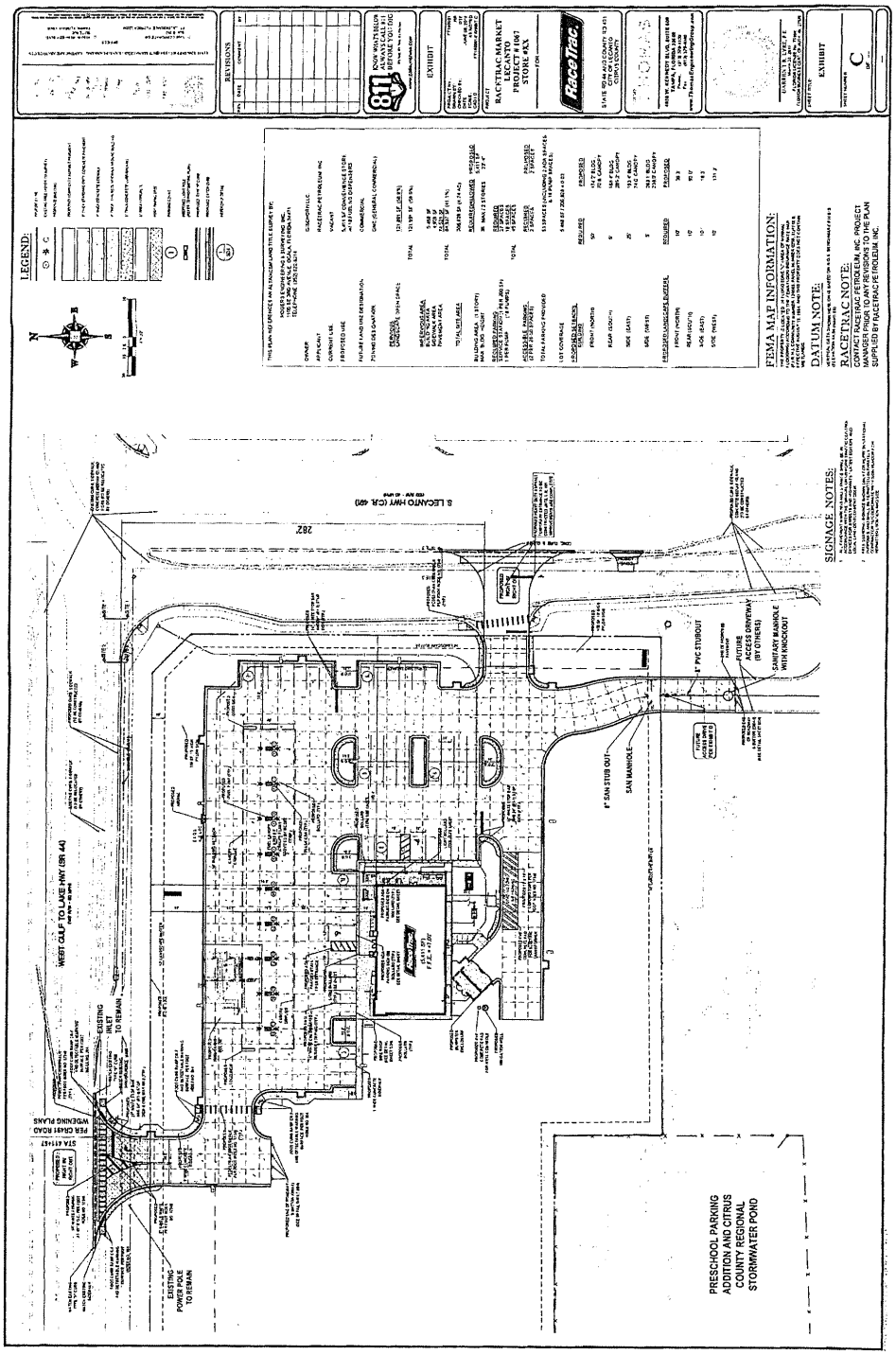
Notary Public

NOTARIAL SEAL
J KEVIN MAJEWSKI
Notary Public
WATERFORD TWP., ERIE COUNTY
My Commission Expires Jun 15, 2014

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Exhibit "C"
Conceptual Site Plan

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)



#DA-21-01

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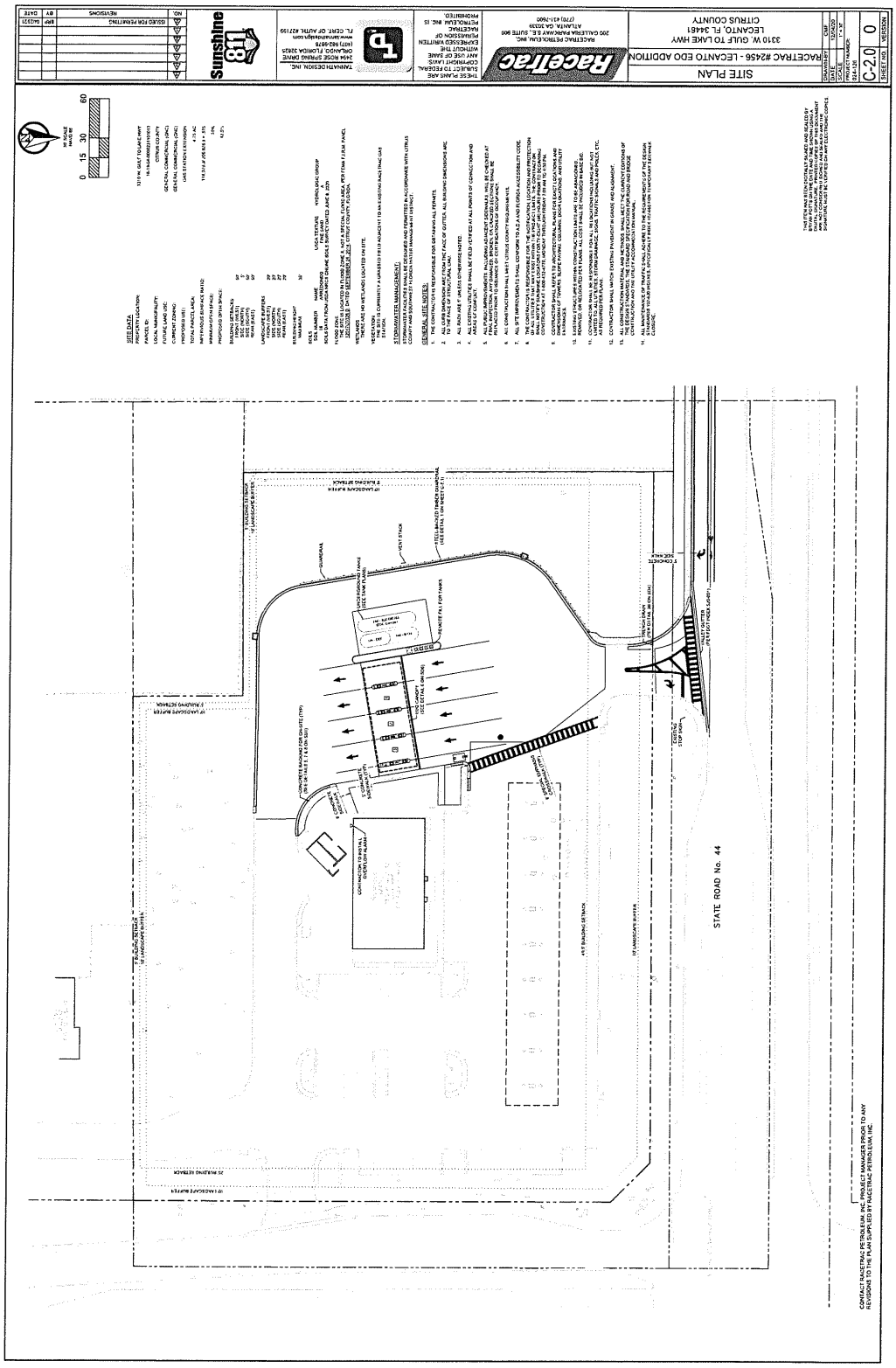

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

EXHIBIT D

Special Conditions

Overview:
The Development Parcel is located at the southwest corner of the intersection of CR 491 and SR 44. To comply with access management standards (County driveway/intersection separation requirements), improve safety and mobility, relieve congestion at the intersection arising from the Development Parcel and to accommodate the Developer's desire to have a left tum out onto CR 491 northbound, it is necessary for traffic to enter CR 491 to the south of the Owner's parcel. This will require cross access and construction of improvements. The cross access drive and improvements ~~are to be~~ were completed with the widening of CR 491, or as contemplated herein, in front of the adjacent parcel owned by Adjacent Owner A-1 Yards & Sweeping. Adjacent Owner A-1 Yards & Sweeping operate a daycare facility on the site that caters to developmentally disabled children as well as other children. School buses had to stop on CR 491 to load and unload children which created an ever more hazardous condition as traffic flows increase with time. Bus loading and off-loading is therefore preferred off the CR 491 right-of-way.

Drainage retention located entirely on the Development site was anticipated to diminish the useful area of the site and ~~if~~ bus loading and unloading off CR 491 onto the Adjacent Owner A-1 Yards & Sweeping site meant that, drainage retention was required for these improvements. Additionally, drainage retention was required for the County's road widening improvements at the south side of SR 44 on CR 491. It is preferable to accomplish all drainage retention at a single regional site rather than individual drainage retention areas scattered across all parcels.

A regional drainage retention area (RDRA) site has already been acquired by the County and construction of the RDRA is permitted by the Southwest Florida Water Management District (SWFWMD) and is to be completed in conjunction with the CR 491 improvements, or as contemplated herein. Said RDRA is indicated in Citrus County Regional Stormwater Pond and Preschool parking Addition plans and in the Developer's Conceptual Site plan, Exhibit C

After construction of the RDRA, the County will own, operate and maintain the facility thereafter as part of its storm water utility, which will require proportional reimbursement of annual maintenance costs to the County. The RDRA can accept drainage in accordance with the County's Southwest Florida Water Management District permit from the Development Parcel, the A-1 Yards & Sweeping parcel, Gaudette parcel as well as the expanded CR 491 roadway. Based on 70% impervious surface area, the Development Parcel is able to discharge up to 3.6 Acre-Feet of storm water; which is 40.49% (the Development Parcels proportional share) of the County's RDRA total volume. As the RDRA will be owned and perpetually maintained by the County as a part of its storm water utility network in accordance with the County's SWFWMD permit; and as the Development Parcel contributes storm water runoff to the RDRA, the OWNER will be required to reimburse the COUNTY their proportional share (40.49%) of the RDRA's annual maintenance cost. The proportional share of the annual maintenance cost will be assessed and invoiced to the OWNER in the beginning of each calendar year for the previous year's costs associated with the RDRA. However, said proportional maintenance costs shall not be attributed or invoiced to the OWNER until the January after the Certificate of Occupancy is

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issued to the Development. The County, in accordance with its SWFWMD permit will finalize the certification and permit close out process for the RDRA.

Staff recommends and the Parties agree to the following conditions:

1. At its sole expense, the County agrees to construct the right turn lane on CR 491 to the Development Parcel and to modify the CR 491 driveway into the Development Parcel in the location depicted on the Conceptual Site Plan (i.e., removing the temporary driveway and reconstructing it in the new location). A cost estimate for such improvements is set forth on Exhibit E-1 attached hereto and incorporated herein by this reference (the "County's Cost Estimate"). The County also agrees to relocate, at its sole expense, a 12" water line located on CR 491 as part of the CR 491 improvements.

2. The Developer agrees to construct a portion of County RDRA pursuant to the fully permitted plans approved by the County Engineering Department for such improvements, including excavating and installing a portion of the County RDRA, stockpiling excavated material, installing a silt fence, orange safety fence, clearing and grubbing and installing sod on the north, west, and east side slopes and hydroseeding the south slope of the County RDRA, all in accordance with Exhibit E-2 and in an amount not to exceed the greater of 100% of the County's Cost Estimate, or $127,666.14. A cost estimate for such improvements is set forth on Exhibit E-2 attached hereto and incorporated herein by this reference (the "County's Cost Estimate"). Notwithstanding the foregoing, the County shall maintain ownership of all associated excavated material and, at its sole expense, shall be responsible for relocating said excavated material in connection with the CR 491 improvements.

3. In the event that the County commences the work described in Section 2 of these Special Conditions as part of the CR 491 Improvements before the Developer does so, and in lieu of the Developer performing the work described in Section 2 hereof, the Developer agrees to pay the County an amount not to exceed the greater of 100% of the County's Cost Estimate, or $127,666.14, within thirty (30) days following the County providing the Developer with a statement of completion establishing that the work described in Section 2 hereof has been fully completed. Irrespective of whichever party performs the work described in Section 2, the County and Developer agree that such initial work shall include the amount of storm water capacity in the County RDRA that is needed for the Development. In addition, upon completion of construction, inspection, and approval by the County, all improvements constructed within the right-of-way or County property shall become County owned and maintained.

4. The County and the Developer agree that a manhole with knockout and stub out of a 8" PVC gravity sewer line needs to be extended to the south property line of the Development Parcel in the location generally depicted on the Conceptual Site Plan in a manner such that the County can connect to the gravity sewer line during the construction of the CR 491 Improvements (the "Gravity Sewer Line Work"). In the event that the Developer completes the Gravity Sewer Line Work, the County agrees to construct the paved access drive up to the south property line of the Development

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Parcel as depicted on the Conceptual Site Plan. In the event that the County completes the Gravity Sewer Line Work, the Developer agrees to construct the paved access drive up to the sanitary manhole with knockout.

5. Once a Certificate of Occupancy has been issued to the Development Parcel, the County agrees to continuous uninterrupted water/wastewater utility service to the Development Parcel at all times during the construction of the CR 491 Improvements.

6. The Developer acknowledges that a 6" force main may be located in an area adjacent to the Development Parcel on SR 44 and Developer agrees, at its sole expense, to relocate the force main, to the extent necessary, as part of constructing access improvements to the Development Parcel.

7. Unless otherwise set forth and depicted on the Landscape/Buffering Plan in Exhibit F, attached hereto and incorporated herein by this reference (The "Developer's Landscape/Buffering Plan"), the Development will comply with the standards of the Land Development Code regarding landscaping as contained in Chapter Five, Landscaping, Buffering, and Tree Preservation, as well as Section 3745, Design Standards for Small Nonresidential Development Projects, in the County's Land Development Code.

8. Unless otherwise set forth and depicted on the RaceTrac Signage Plan as set forth on Exhibit G attached hereto and incorporated herein by this reference (the "Developer's Signage Plan"), including without limitation an additional forty-five (45) square feet of additional wall sign copy area beyond that allowable in the Land Development Code and a reduced freestanding sign setback on SR-44 of 10 feet instead of 20 feet from the property line, the Developer will comply with the sign standards outlined in Chapter Nine, Signs, of the Land Development Code.

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Exhibit "E-1"

County's Cost Estimate Right Turn Lane and Modify County Road 491

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Tipton Associates, Inc.
760 Maguire Boulevard
Orlando, Florida 32803

March 16, 2017

RE: RACETRAC ROW - PARCEL 1013
CR 491 - PHASE 1

COST TO CONSTRUCT RACETRAC RIGHT TURN LANE & MODIFY CR 491 SITE DRIVEWAY:

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Clearing & Grubbing	0.08 AC	$ 15,000.00 AC	$ 1,200.00
Remove Asphalt	3,866 SF	$ 5.00 SF	$ 19,330.00
Remove Type-F Curb & Gutter	263 LF	$ 10.00 LF	$ 2,630.00
Earthwork/Grading	1 LS	$ 3,000.00 LS	$ 3,000.00
Asphalt	4,665 SF	$ 10.00 SF	$ 46,650.00
Construct Type-F Curb & Gutter	335 LF	$ 25.00 LF	$ 8,375.00
Construct 6' Concrete Sidewalk	1,290 SF	$ 5.00 SF	$ 6,450.00
Construct H/C Ramps	2 EA	$ 750.00 EA	$ 1,500.00
Striping/Signage	1 LS	$ 2,500.00 LS	$ 2,500.00
Sod Disturbed Areas	1,510 SF	$ 0.40 LS	$ 604.00
Geotech	1 LS	$ 750.00 LS	$ 750.00
SUBTOTAL COST OF CONSTRUCTION			$ 92,989.00
Mobilization/Gen. Conditions/Overhead & Profit/MOT (20%)			$ 18,597.80
Design & Permitting			$ 10,000.00
Contingency (5%)			$ 6,079.34
TOTAL COST TO CONSTRUCT RACETRAC RIGHT TURN LANE & MODIFY CR 491 SITE DRIVEWAY:			$ 127,666.14

TIPTON ASSOCIATES INCORPORATED

Exhibit "E-2"

County's Cost Estimate RaceTrac DRA: Preschool Parking Addition and Citrus County Regional Stormwater Pond

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Tipton Associates, Inc.
760 Maguire Boulevard
Orlando, Florida 32803

January 19, 2017

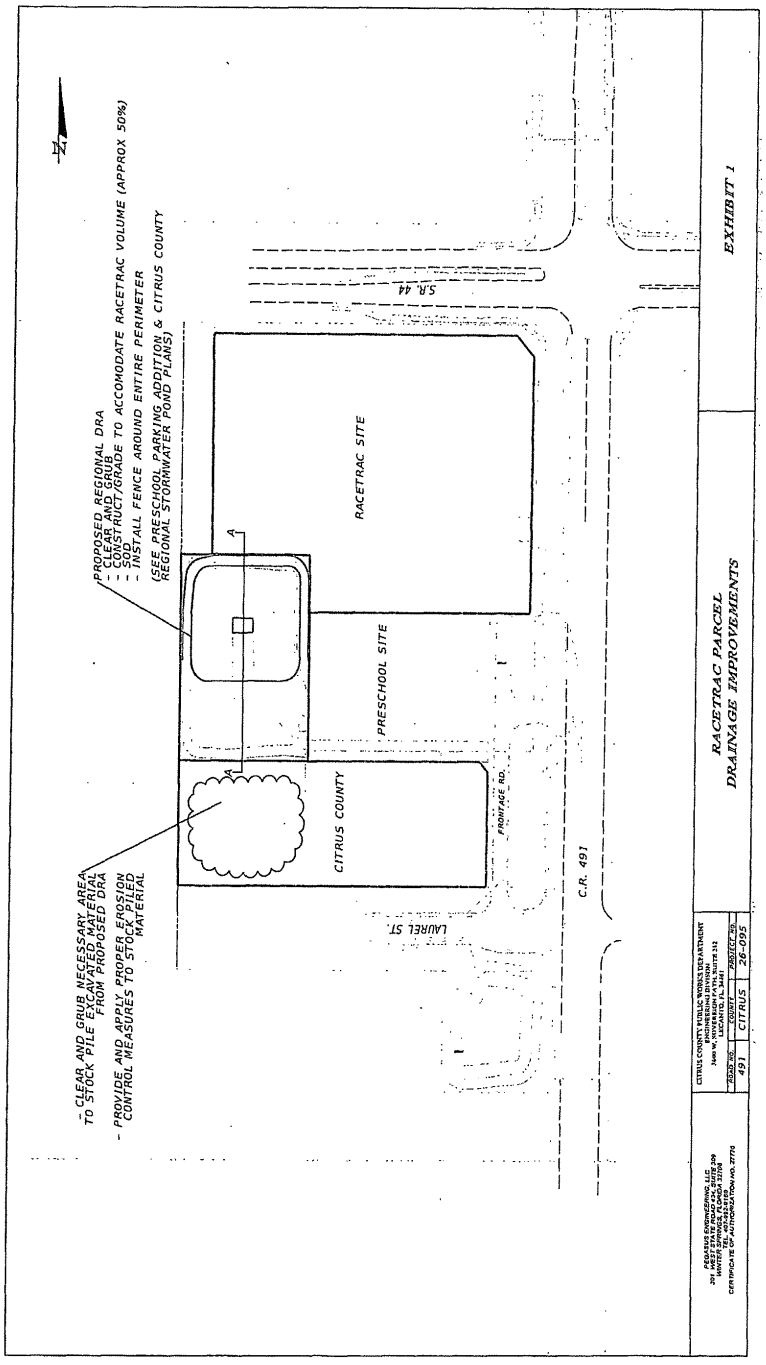
RE: RACETRAC ROW - PARCEL 1013
CR 491 - PHASE 1

COST TO CONSTRUCT RACETRAC DRA:

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Sediment Barrier	1,404 LF	$ 1.50 LF	$ 2,106.00
Clearing & Grubbing	2.00 AC	$ 15,000.00 AC	$ 30,000.00
Excavation	9,506 CY	$ 4.55 CY	$ 43,252.30
Outfall Structure	232 SY	$ 40.00 SY	$ 9,280.00
Fencing - Type B (6' Height)	1,024 LF	$ 11.00 LF	$ 11,264.00
Fence Gates - Type B (Single Swing) (12')	1 EA	$ 650.00 EA	$ 650.00
Performance Turf	4,348 SY	$ 2.24 SY	$ 9,739.52
SUBTOTAL COST OF CONSTRUCTION			$ 106,291.82
Mobilization/Gen. Conditions/Overhead & Profit (20%)			$ 21,258.36
TOTAL COST TO CONSTRUCT RACETRAC DRA:			$ 127,550.18

EXCLUSIONS: Stormwater Piping/Structures from RaceTrac Site

TIPTON ASSOCIATES INCORPORATED



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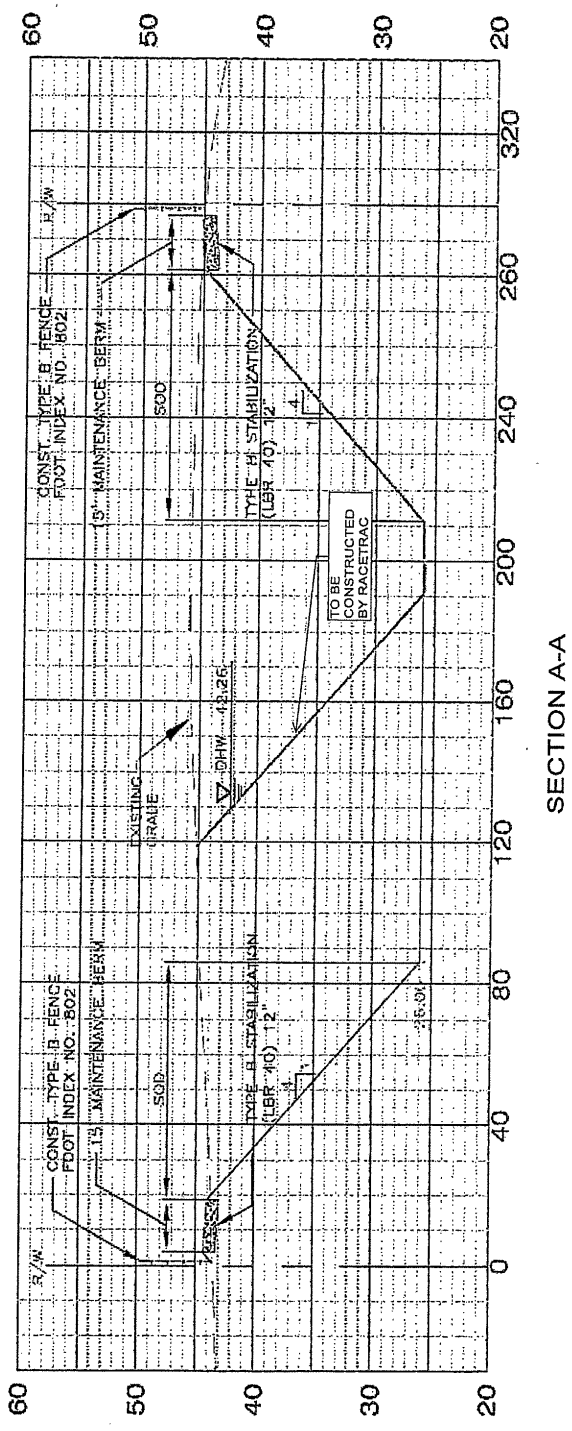

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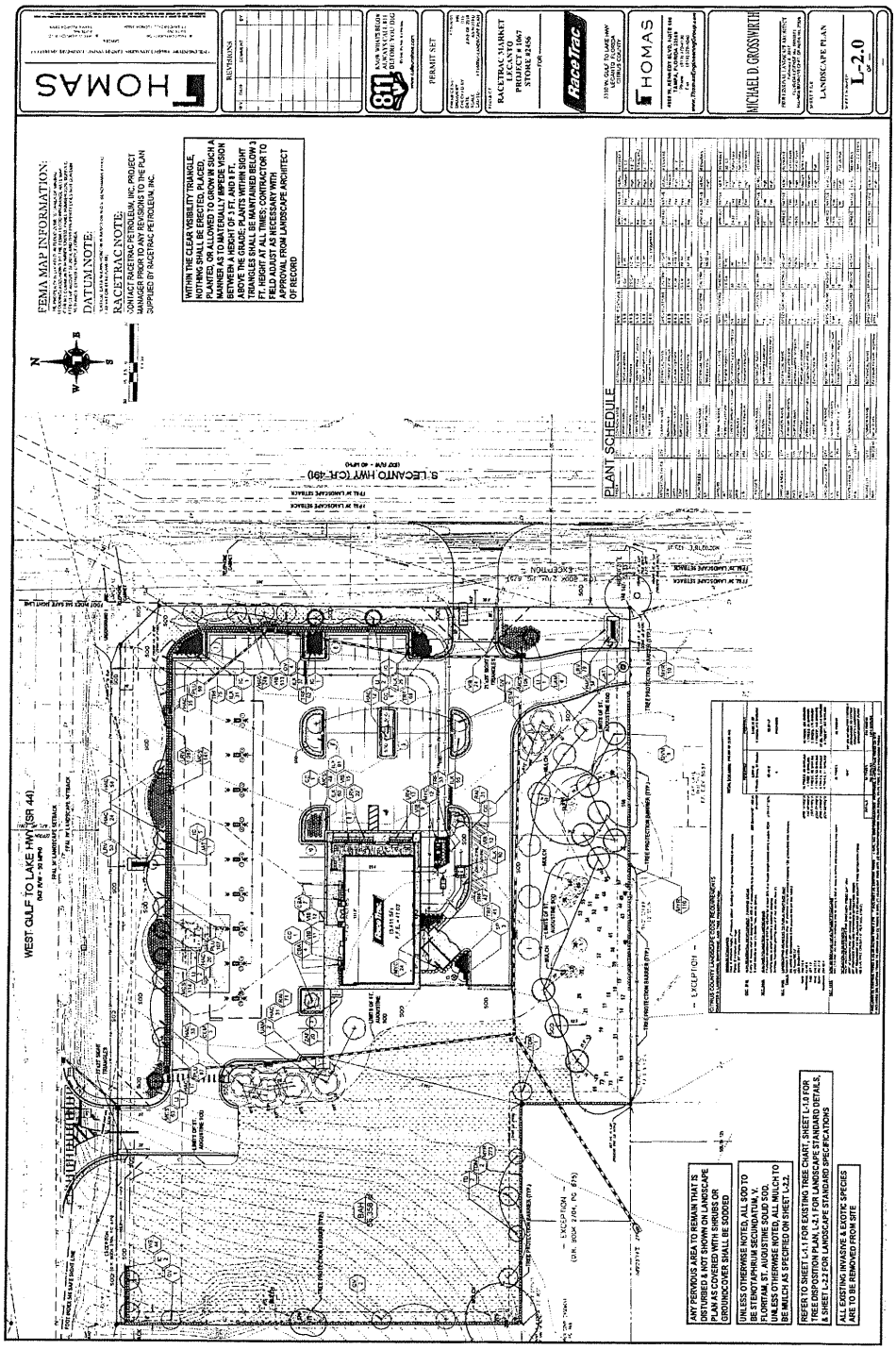
Exhibit "F"
Developer's Landscape/Buffering Plan

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)



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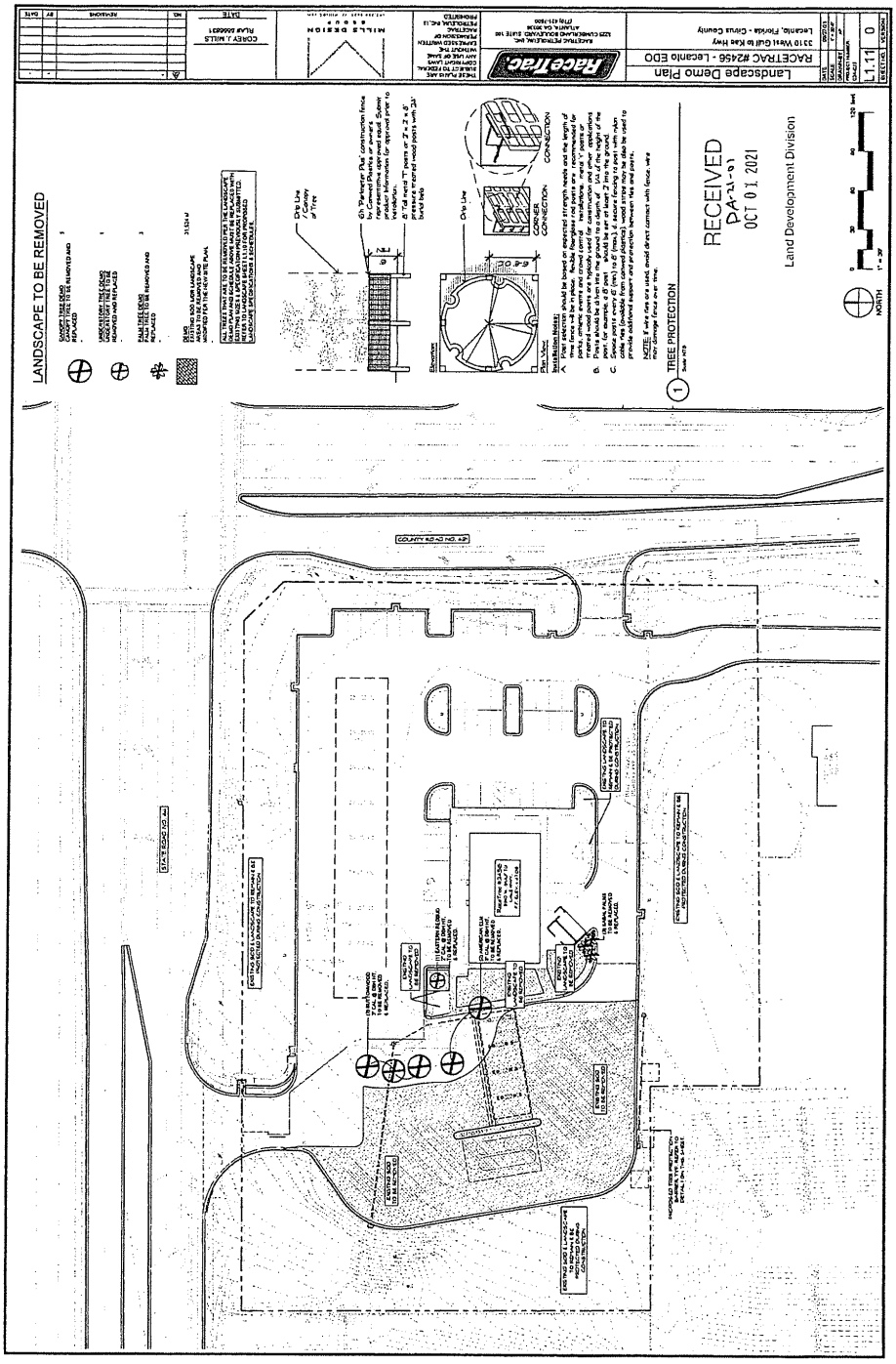

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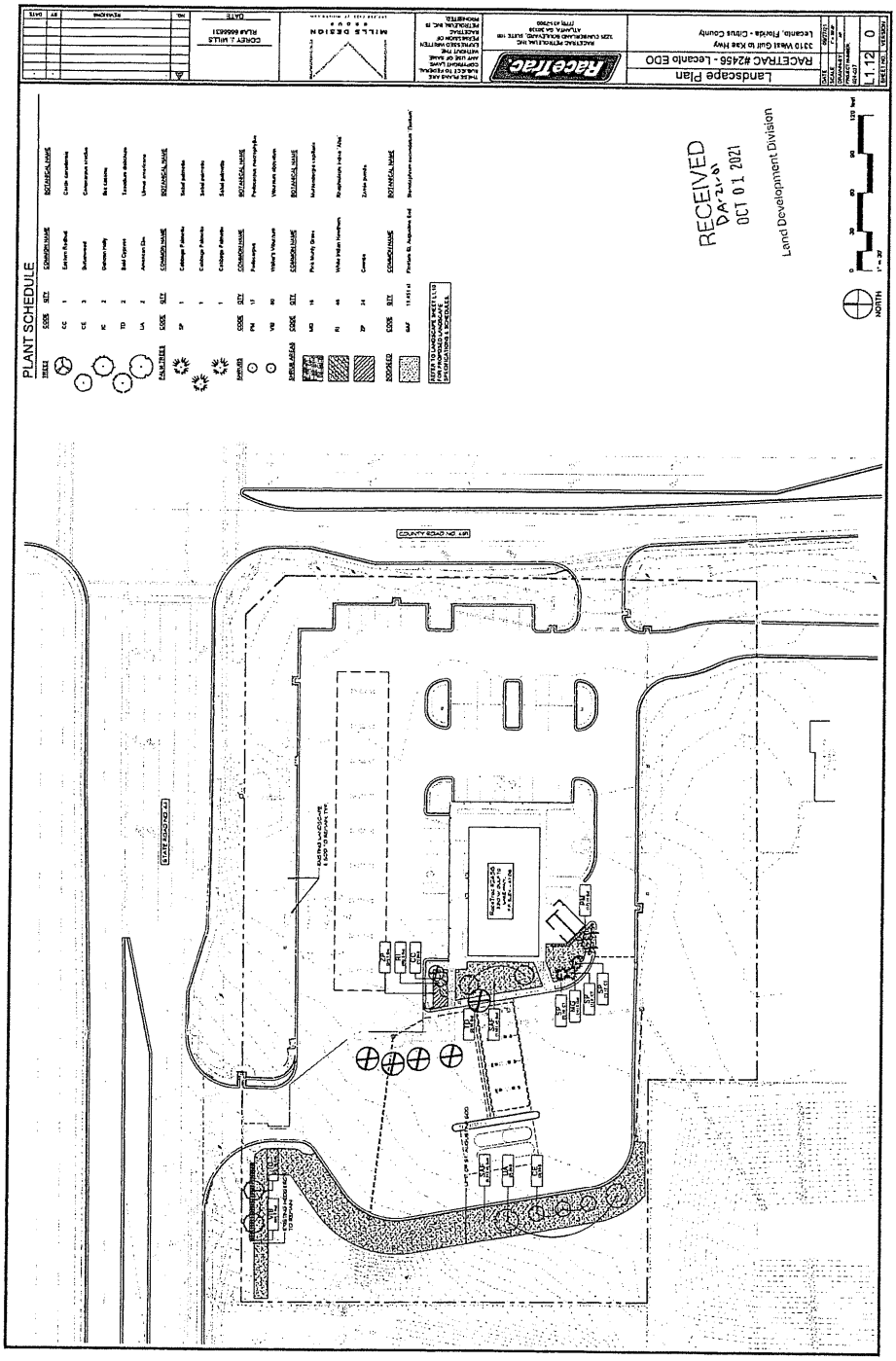

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Exhibit "G"

Developer's Sign Package

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

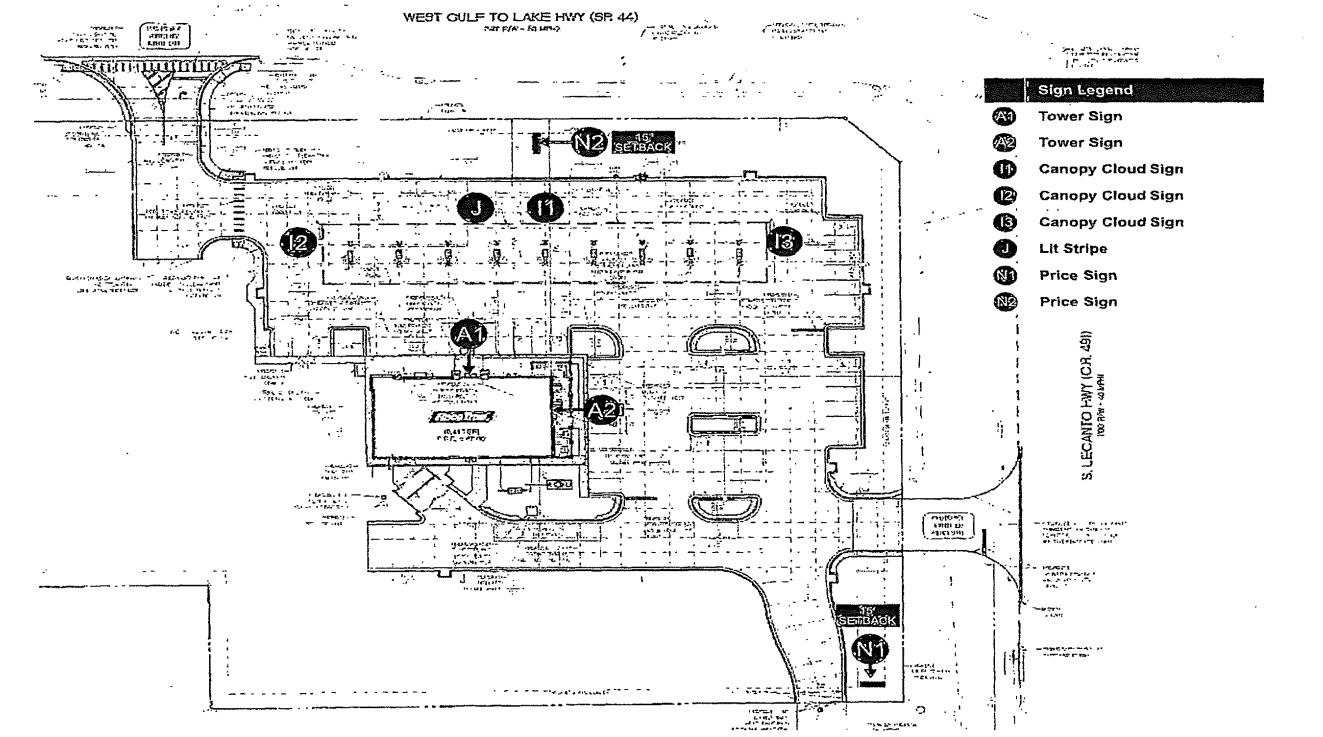
GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS, AND ALL APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTIONS ALLOWED.

RaceTrac®

R55K1067 - Lecanto
SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

Site Plan

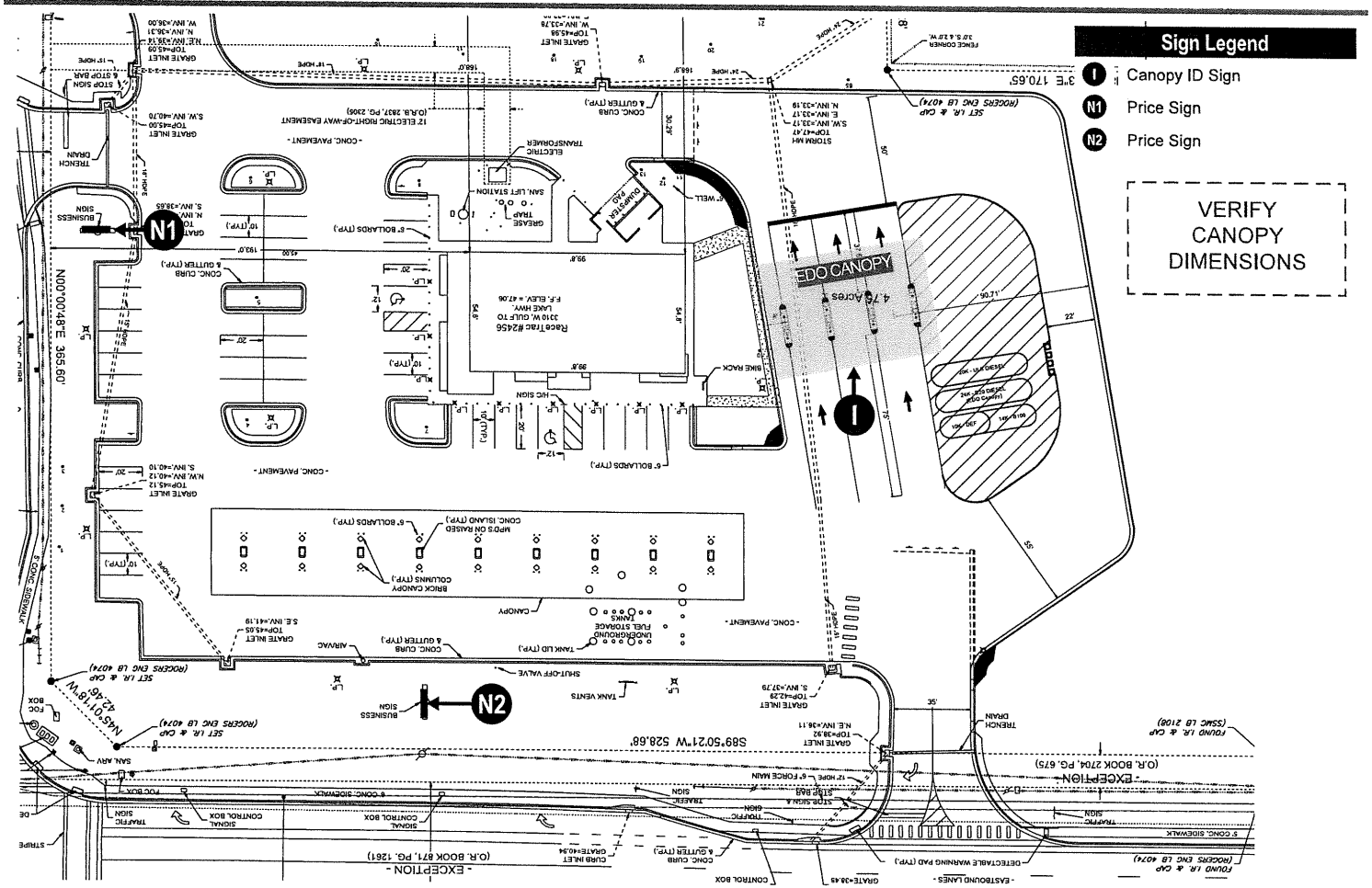


SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTIONS ALLOWED.

Site Plan



SWC of SR 44 and CR 491,
Lecanto, FL 34461

RaceTrac

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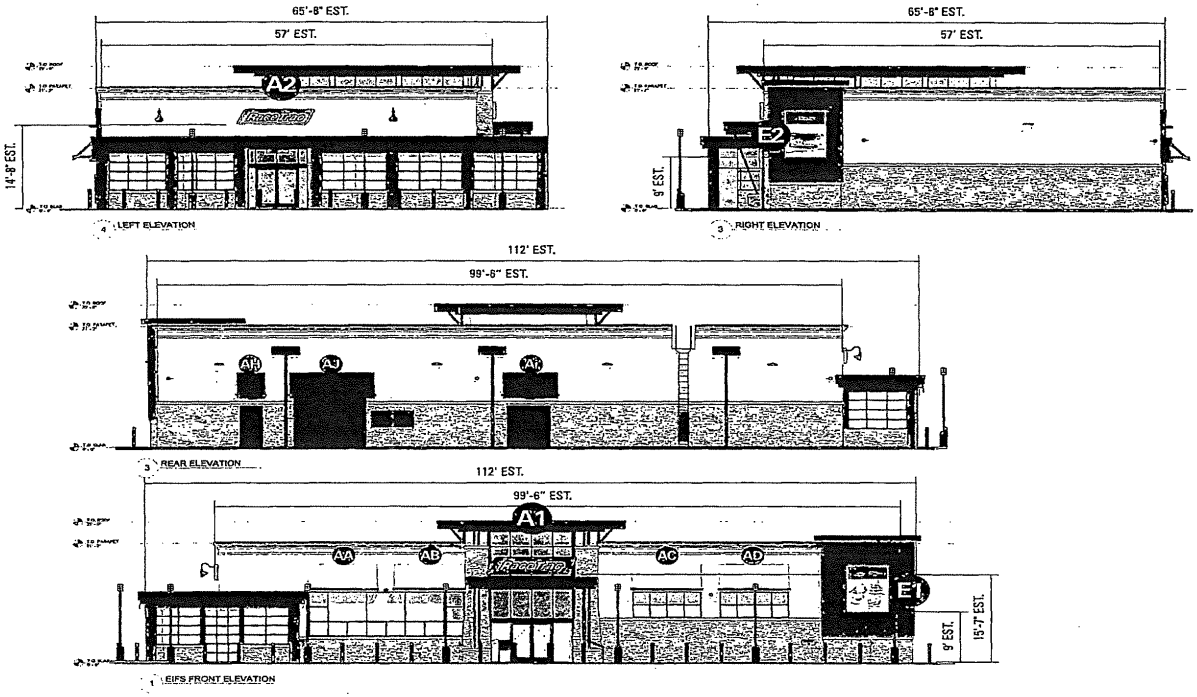
Building Elevations - Left Hand, EIFS



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

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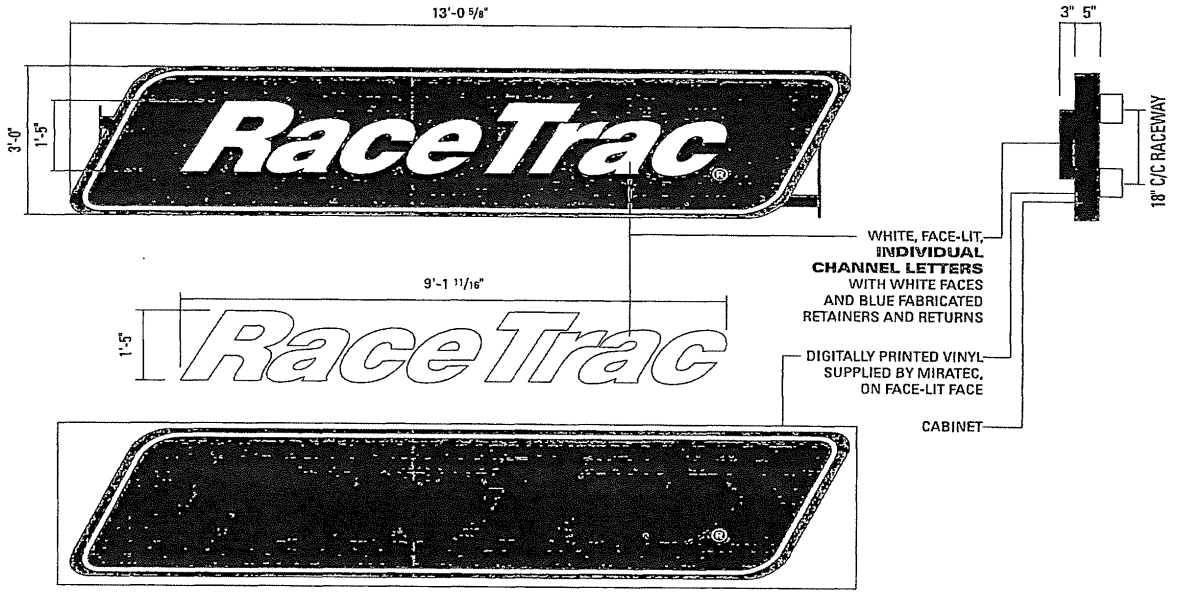
Main Identification Sign - A1

SINGLE FACED
QUANTITY 1
40 SqFt Total

SIGN MUST MOUNT TO WALL BETWEEN STONE COLUMNS VIA RACEWAY
VENDOR TO CONFIRM EXACT MOUNTING



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

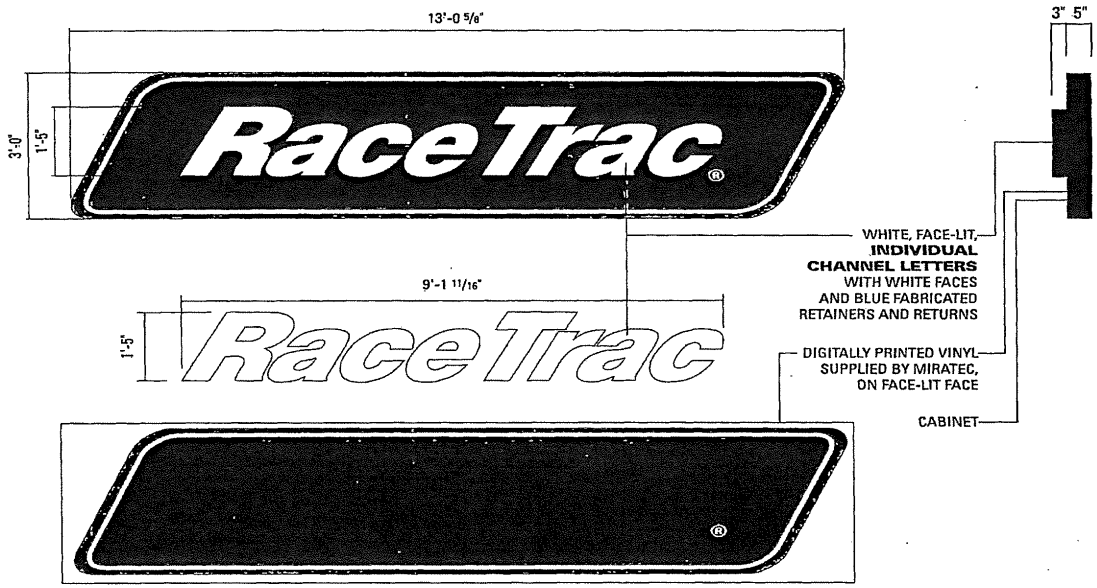
RaceTrac

See *Color Schedule* on Page 2

GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE STATE AND LOCAL CODES, NO EXCEPTIONS ALLOWED.

Secondary Identification Sign - A2

SINGLE FACED
QUANTITY 1
40 SqFt Total



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

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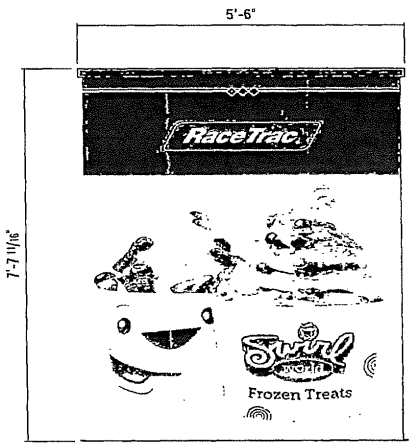
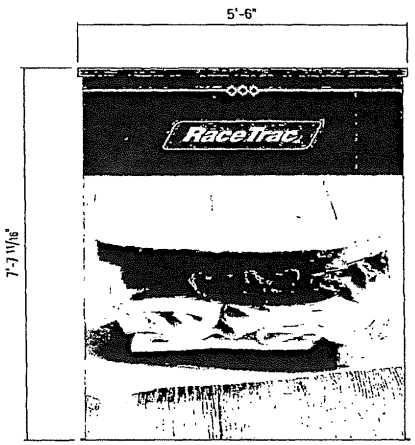
Banner Signs - E1, E2

SINGLE FACED
QUANTITY 2
42 SqFt Each
84 SqFt Total
NOTE: Banner frame painted AKZO SIGN 31356-BRONZE.
INSTALL ONLY

E1



E2



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

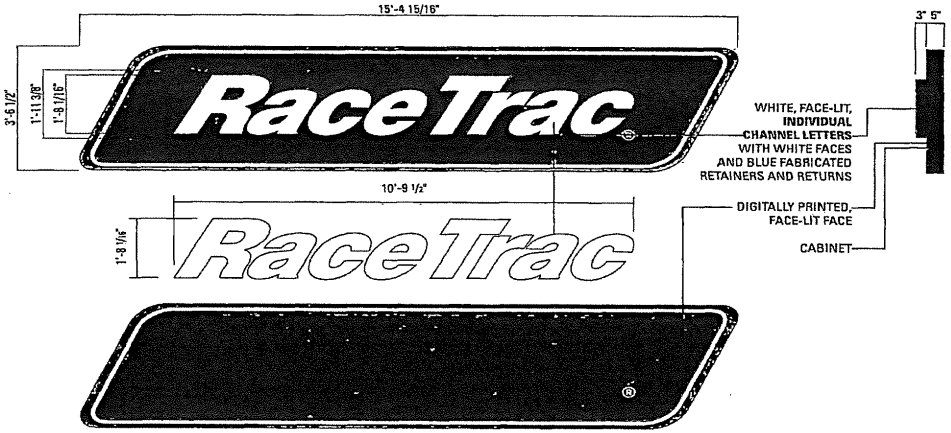
RaceTrac

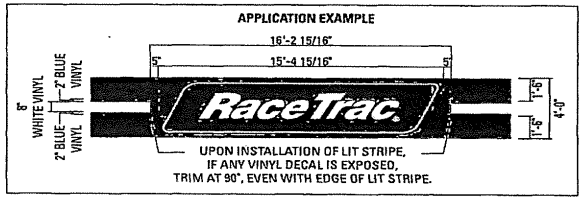
See *Color Schedule* on Page 2

GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTIONS ALLOWED.

55 SqFt Canopy LED Cloud Sign (I1, I2, I3)

SINGLE FACED
QUANTITY 3
165 SqFt Total





SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE STATE AND LOCAL CODES. NO EXCEPTIONS ALLOWED.

Attachment: Proposed Agreement Draft (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

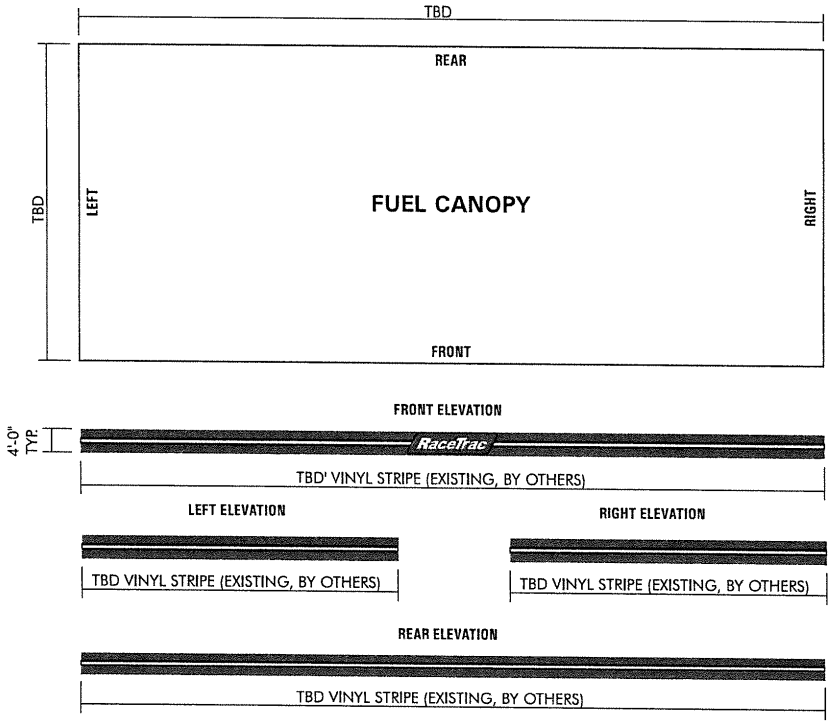
Fuel Canopy Layout

CANOPY FRONT	ITEM	SQ. FT.	LIN. FT.
	CLOUD SIGN	55	15.4
TOTAL FRONT		55	15.4

ENTIRE CANOPY		SQ. FT.	LIN. FT.
		55	15.4

VERIFY CANOPY DIMENSIONS

ACM COLORS:
Program Red
Larson Program Red



SWC of SR 44 and CR 491,
Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

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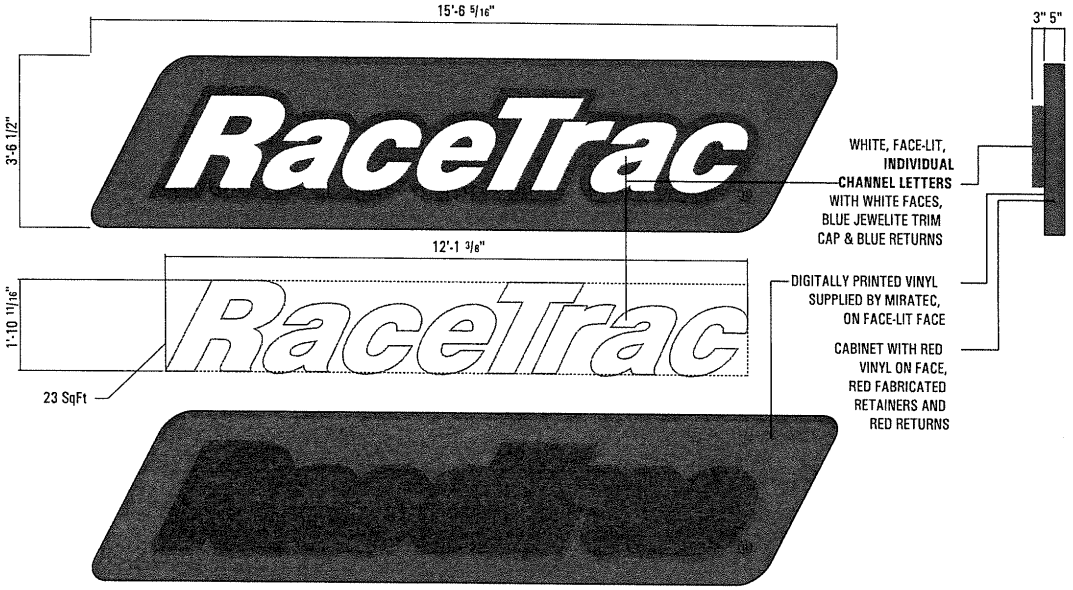
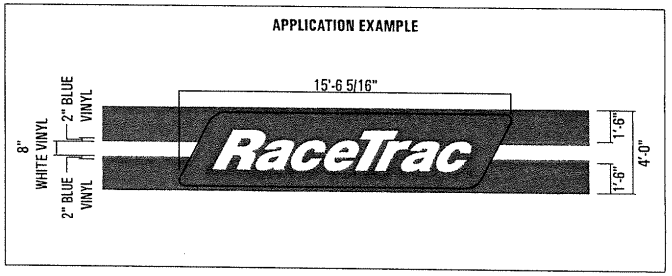
55 SqFt Canopy LED Logo Sign - I

SINGLE FACED
QUANTITY 1
55 SqFt Total





SWC of SR 44 and CR 491,
Lecanto, FL 34461

See *Color Schedule* on Page 2

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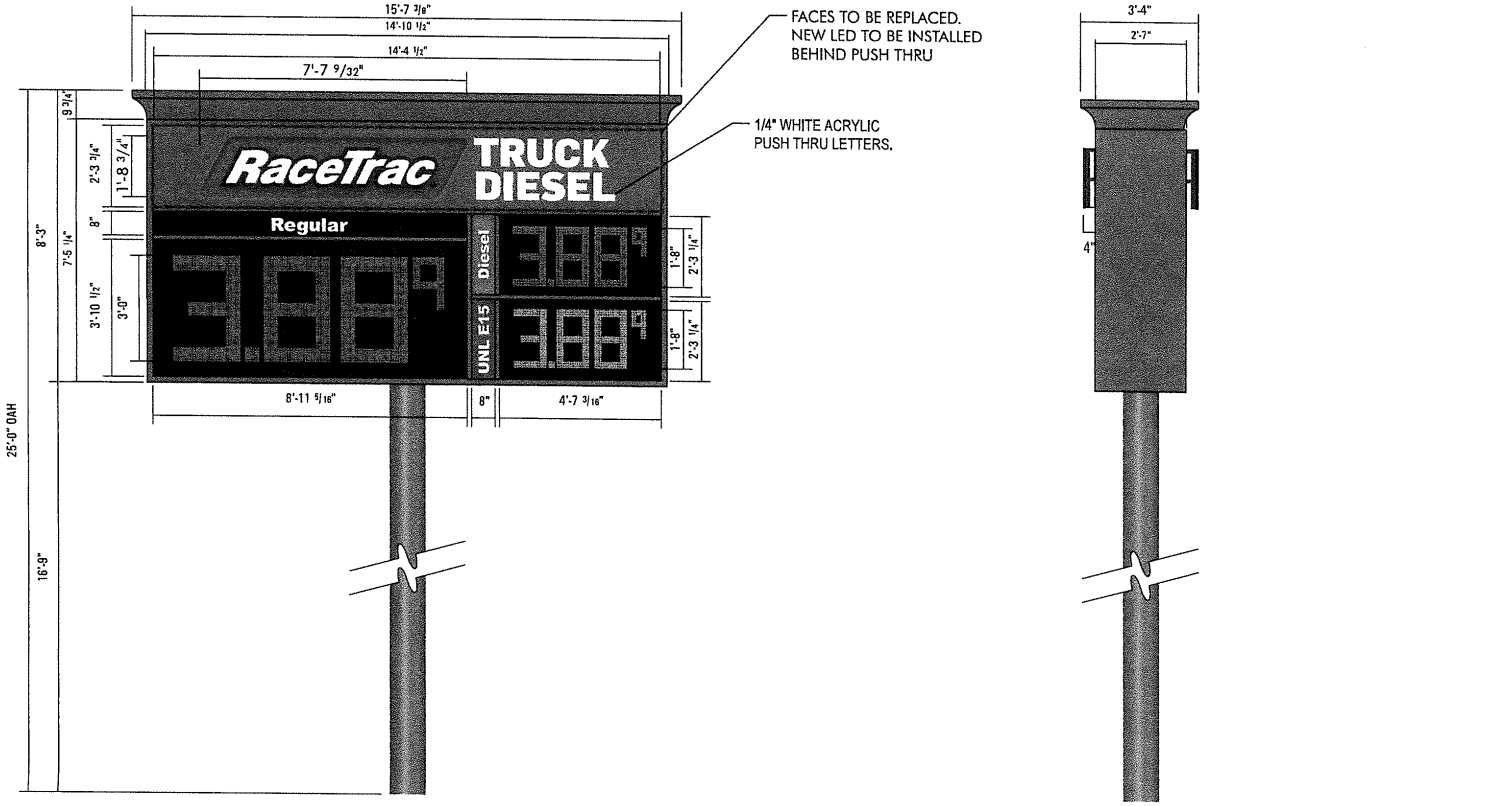
New Faces to Existing Price Sign-N1

*All sign components to be UL listed. All wiring to conform to UL specifications. Installation to be per NEC requirements. All signs to bear UL labels.

STAMPED, SEALED ENGINEERING REQUIRED
FOUNDATION INFORMATION PROVIDED BY RACETRAC. MANUFACTURER RESPONSIBLE FOR HAVING A LICENSED ENGINEER VALIDATE FOUNDATION DESIGN PRIOR TO INSTALL
DOUBLE FACED
QUANTITY 1



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

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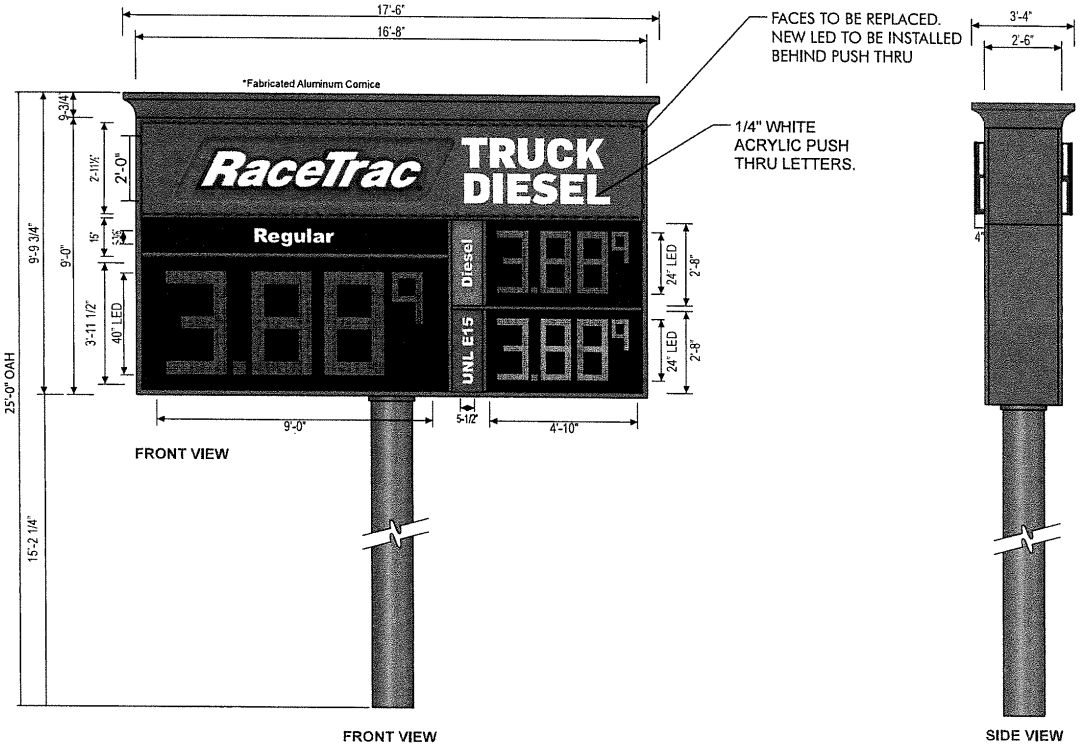
New Faces to Existing Price Sign - N2

*All sign components to be UL listed. All wiring to conform to UL specifications. Installation to be per NEC requirements. All signs to bear UL labels.

STAMPED, SEALED ENGINEERING REQUIRED
FOUNDATION INFORMATION PROVIDED BY RACETRAC. MANUFACTURER RESPONSIBLE FOR HAVING A LICENSED ENGINEER VALIDATE FOUNDATION DESIGN PRIOR TO INSTALL
DOUBLE FACED
QUANTITY 1



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

See *Color Schedule* on Page 2

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Exhibit "H"

Gishorn Agreement

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1020 9/18/2014 4:54 PM 1 Receipt: 37301
RECORDING $146.00

CONVEYANCE AND CONSTRUCTION AGREEMENT

COUNTY OF CITRUS
STATE OF FLORIDA

THIS AGREEMENT, made and entered into on this 12th day of August, 2014, by and between **Gischorn, LLC**, a Florida limited liability company, whose address is 387 Steiner Bridge Road, Valencia, Pennsylvania 16059, (hereinafter referred to as the "Property Owner"); and **Citrus County**, 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 referred to as the "County") (collectively the "Parties").

RECITALS

WHEREAS, County representatives, property owners, business owners, healthcare providers and other interested citizens have been involved in numerous meetings to determine the feasibility, planning requirements and infrastructure design elements required for development of a medical corridor along CR 491 in Citrus County (hereinafter the "Project"), generally located between W. Horace Allen Street to the north, W. Laurel Street to the south, S. Line Road to the east and the proposed location of the Suncoast 2/3 Parkway to the west (hereinafter the "Project Area"); and

WHEREAS, as a result of these meetings, the County conducted a Corridor Planning Study and developed Comprehensive Plan Amendments necessary to facilitate the Project and interconnection with the proposed Suncoast 2/3 Parkway in the Project Area; and

WHEREAS, on February 25, 2014, the Board of County Commissioners approved the Comprehensive Plan Amendments necessary to facilitate the Project; and

WHEREAS, on May 14, 2013, the Board of County Commissioners selected an alignment and typical section for widening of CR 491 between W. Laurel Street to W. Horace Allen Street in Citrus County as part of the Project; and

WHEREAS, currently, property owners wishing to develop their property in the Project Area must pay to design, permit and construct individual drainage retention areas (hereinafter "DRAs") on their property since there is no regional drainage utility available in the Project Area; and

WHEREAS, construction of individual DRAs in this area of the County generally consumes 20% to 25% of the usable land on a building site; and

WHEREAS, such usage of land for individual DRAs on each building site is uneconomical for property owners, redundant and contrary to the County's Project planning and development goals;

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and

WHEREAS, a regional drainage utility coupled with a stormwater conveyance road design is more effective in treating stormwater pollution than individual DRAs, thus better protecting groundwater recharge quality and surface water quality in and around the Project Area; and

WHEREAS, a regional drainage utility coupled with a stormwater conveyance road design is more effective in controlling flooding than individual DRAs, thus increasing the effective control of flood waters in and around the in the Project Area; and

WHEREAS, the County therefore wishes to develop a regional drainage utility as part of the Project; and

WHEREAS, the County has worked cooperatively with the Southwest Florida Water Management District (hereinafter "SWFWMD") to develop a conceptual regional drainage plan for the Project which SWFWMD has approved; and

WHEREAS, the Property Owner supports the Project and owns land in the Project Area that will be required for the widening of the roadway, drainage retention areas and/or other project infrastructure requirements, more specifically described in **Exhibit A** attached hereto and made a part hereof by reference (hereinafter the "Project Land"); and

WHEREAS, the Property Owner wishes to encourage the County to construct the Project as soon as possible; and

WHEREAS, the Property Owner wishes to convey the Project Land to the County in exchange for constructing the Project, providing drainage capacity in the regional drainage facilities for the Property Owner's remaining land in the Project Area and the other covenants contained in this Agreement.

WITNESSETH:

Now, therefore, in consideration of ten dollars and no cents ($10.00) paid by the County to the Property Owner and the mutual covenants contained herein, together with other good and valuable consideration, the receipt of which is acknowledged by the Parties, the Property Owner hereby agrees to convey to the County, and the County agrees to accept from the Property Owner the Project Land described in **Exhibit A**, which is part of a parcel having a Property Appraiser Identification Number of: 18E19S04 23110, Alt Key # 1501687, upon the following terms and conditions:

1. The Parties agree the above recitals are true and correct and are therefore incorporated herein.

2. The date of this Agreement shall be the date when the last one of the Parties has signed this Agreement (hereinafter the "Effective Date").

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3. The County's appraiser has appraised the Project Land as indicated in Exhibit B attached hereto and made a part hereof by reference.

4. Presuming a 70% impervious surface area ratio (hereinafter "ISR"), the County's engineer has estimated the amount of land necessary for the Property Owner to develop a DRA for the portion of the Property Owner's land that lies within the same drainage basin as the Project, as well as the cost for design, permitting and construction of such DRA as indicated in Exhibit C.

5. As of the Effective Date, the County shall include the portion of the Property Owner's remaining land located within the same drainage basin as the Project as indicated in Exhibit D (hereinafter the "Remaining Land") as part of its final Project drainage permit application to SWFWMD. The Parties intend that once the SWFWMD permit is issued to the County for the Project, the Property Owner shall no longer be required to design, permit and construct DRAs on the Property Owner's Remaining Land located within the same drainage basin as the Project in order to develop that property up to 70% ISR. The Parties also intend that any DRA already existing on the Property Owner's Remaining Land located in the same drainage basin as the Project be available for other uses as such drainage will now be included in the regional drainage retention facilities permit. The developer of the Property Owner's Remaining Land will be solely responsible to seek a permit modification from SWFWMD to illustrate that the planned development on the Property Owner's Remaining Land does not exceed 70% ISR.

6. **THIS AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC).** If the BOCC does not approve this Agreement and all the terms and conditions hereof, the County shall notify the Property Owner thereof promptly in writing and this Agreement shall be null and void and all rights and liabilities arising hereunder shall terminate.

7. Property Owner agrees not to contest or in any way object to the County's application for a state environmental resource permit, SWFWMD drainage permit, or any other permit for the Project, or any subsequent application for a modification thereto. Property Owner also hereby grants a right of entry to the County, its contractors, engineers and other agents to allow the County to Construct the Project and otherwise fulfill its requirements under this Agreement. Property Owner's restrictive covenant under this paragraph shall bind all successors and assigns of the Property Owner and shall survive closing of the conveyances outlined in this Agreement.

8. A closing at which the Property Owner shall convey the Project Land by a warranty deed acceptable to the County shall occur within thirty (30) days of the Effective Date of this Agreement or such other date as the Parties mutually agree (hereinafter the "Closing"). At Closing, the Property Owner shall pay the documentary stamp tax on the deed (based upon the appraised value as provided in Exhibit B) and the County shall pay for recording the deed in the Public Records of Citrus County.

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9. The Property Owner shall deliver to the County, at Closing, marketable title to the Project Land free and clear of all leases, liens, mortgages and other encumbrances. The County shall, at its sole expense, acquire a title insurance policy, insuring the County's title to the Project Land in at least the full amount of the appraised value indicated in Exhibit B upon closing this transaction. Notwithstanding the date for Closing outlined in paragraph 8 above, if the County finds the title to be unmarketable, or if the County cannot obtain a commitment for the issuance of a title insurance policy on fee simple title, the County shall notify the Property Owner in writing prior to the date set for the Closing, specifying the defects which exist with respect to the title of the Project Land, and the Property Owner shall have twenty (20) days after receipt of such written notice within which to cure such defects in title to the reasonable satisfaction of the County, its attorney, and the County's title insurance company, and this conveyance shall be closed within ten (10) days after the Property Owner curing such defects and receipt of written notice thereof to the County or its attorney. Upon the Property Owner's failure to cure defects of which written notice has been given by the County, within the time provided herein, the County may avail itself of any remedy in equity or at law, including but not limited to specific performance and termination of this Agreement and all rights and liabilities arising hereunder, or may close the conveyance in the same manner as if no such defect had been found. Property Owner agrees to execute all documents necessary to obtain this title insurance policy.

10. Taxes and assessments on the Project Land shall be prorated through the date of Closing. Property Owner will deposit the prorated amount of taxes with the Escrow Agent as shall be determined by the County and the Closing Agent for the transaction. If the amount of taxes and assessments for the year in which the Closing occurs cannot be ascertained, rates, millages and assessed valuations of the previous year, with known changes, shall be used, with allowance for homestead or other exemptions if allowed for either year. All real estate taxes and assessments which are or which may become a lien against the Project Land shall be satisfied of record by Property Owner at Closing. In the event the County acquires fee title to the Project Land between January 1 and November 1, Property Owner shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Escrow Agent an amount equal to the current taxes prorated to the date of Closing. In the event County acquires fee title to the Project Land on or after November 1, Property Owner(s) shall pay to the County Tax Collector an amount equal to the taxes that are determined to be legally due and payable by the County Tax Collector, or, in the alternative, deposit said amount with the Escrow Agent.

11. Subject to the curative period provided in paragraph 9, the Property Owner shall deliver occupancy and possession of the Project Land to the County on or before the date of Closing. During the period from the Effective Date of this Agreement until the Property Owner surrenders occupancy and possession of the Project Land to the County, neither the Property Owner nor anyone under the Property Owner's control or direction shall commit or permit to be committed any act which diminishes the value of the Project Land.

12. At the Closing, the Property Owner shall furnish the County with a Property Owner's Affidavit, stating that neither the Property Owner nor anyone under the Property Owner's control or direction have taken any action to encumber the Project Land or otherwise adversely affect the

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RECORDING $146.00

status of the title thereto between the Effective Date of this Agreement and the Closing and stating either that there have been no improvements made to the Project Land during the one hundred twenty (120) days immediately preceding the date of Closing, or, if there have been any such improvements, that all contractors, materialmen, suppliers and potential lienors in connection with said improvements have been paid in full.

13. The Project Land shall be surveyed at the expense of the County prior to the Closing. If the survey shows any encroachments on the Project Land or that any improvements located on the Project Land encroach on other lands, written notice thereof shall be given to the Property Owner to remove such encroachments within fifteen (15) days after receipt of such written notice. If the Property Owner shall fail to remove or cure said encroachments within said time, the County, at its option, may terminate this Agreement and all rights and liabilities arising hereunder, or may close the sale in the same manner as if no such encroachments had been found.

14. The covenants herein contained shall run with the Project Land and bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the Parties hereto; provided, however, that neither party shall assign this Agreement without the prior written approval of the other party, unless required by law. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include the other. No agreement or understanding, verbal or in writing, unless incorporated herein, shall be binding upon the Parties. The County may record this Agreement in the Public Records of Citrus County at its sole expense.

15. The County shall not be liable to the Property Owner or to the Property Owner's agents or representatives for any commissions, costs, or fees arising from or for the conveyance of the Project Land to the County, and the Property Owner shall defend, indemnify and hold harmless the County and its agents, employees and officers from any and all actions, awards, causes, claims, damages, judgments, losses, payments, recoveries and suits therefore arising from or out of this Agreement.

16. If any time between execution hereof and the Closing the County determines in its sole discretion that there are hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") on the Project Land, the County may terminate this Agreement and all rights and liabilities arising hereunder or may close the conveyance in the same manner as if no such Contaminants had been found. The Property Owner warrants and represents to the County that it is not aware of any Contaminants as defined herein deposited, located, placed or released on the Project Land.

17. 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

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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. The Parties agree to cooperate, adjust, initial, deliver, execute, re-execute and re-deliver any and all documents deemed necessary to obtain permits for the projects identified within this Agreement and to otherwise effectuate the purposes and terms of this Agreement.

19. This Agreement may be amended in writing executed by both Parties in the same manner as this Agreement.

20. The remedy for a breach of this Agreement shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

21. 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.

22. Nothing herein shall be deemed to constitute any Party as a partner or joint venturer, or to create any fiduciary relationship among the Parties. No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a Party in this Agreement.

23. 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, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.

24. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Parties at the following addresses:

To Property Owner:

Gischorn, LLC
Mark Gissendaner, Managing Member
387 Steiner Bridge Road
Valencia, PA 16059

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To Citrus County:

Citrus County Administrator's Office
110 Apopka Avenue
Inverness, FL 34450

With copy to:

Citrus County Engineering Department
3600 W. Sovereign Path, Suite 241
Lecanto, FL 34461

With copy to:

Frederick L. Busack, Esq.
Busack Law Firm, P.A.
100 Main Street, Suite 205
Safety Harbor, FL 34695

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.

25. To the extent the consent of any Party to this Agreement is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld.

26. The Parties agree that each one has played an equal part in the negotiation and drafting of this Agreement, and in the event of any ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

27. The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Agreement.

28. This Agreement shall constitute the entire agreement between the Parties regarding the Project.

29. Notwithstanding the foregoing, special conditions to this Agreement, if any, are included in Exhibit E, attached hereto and made a part hereof by reference.

The terms and conditions of this Agreement shall survive the closing of the conveyance of the Project Land.

[Remainder of page intentionally left blank.]

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EXHIBIT A

PROJECT LAND

SCHEDULE A
PARCEL 1013A - CITRUS COUNTY, FLORIDA

DESCRIPTION:

A Portion of Section 4, Township 19 South, Range 18 East, Citrus County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of the Southeast 1/4 of Section 4, Township 19 South, Range 18 East, Citrus County, Florida; Thence Run North 89°47'00" East 673.71 feet along the South line of the Southeast 1/4 of said Section 4 to the West Line of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 4, Thence North 00°20'50" West 1200.29 feet along said West line to a point on the existing South Right of Way line of State Road 44, Thence North 89°51'38" East 54.04 feet to the POINT OF BEGINNING; Thence Continue North 89°51'38" East 609.28 feet Along said Southerly Right of Way line to a point on the existing Westerly Right of way line of County Road 491 (N. Lecanto Highway); Thence South 00°01'09" West 410.69 feet along Westerly Right of way line of County Road 491; Thence departing said West Right of Way line South 89°44'15" West 50.00 feet; Thence North 00°01'09" East 365.80 feet; Thence North 45°03'37" West 42.37 feet; Thence South 89°51'38" West 529.19 feet; Thence North 00°20'50" West 15.00 feet to the POINT OF BEGINNING.

Containing 0.674 acres or 29,376 square feet, more or less.

SURVEYORS NOTES:

1. Bearings shown hereon are based on the South line of the Southeast quarter of Section 4, Township 19 South, Range 18 East, said bearing being North 89°47'00" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and correct to the Best Standards for Land Surveying CH. 5J-17.050-.052 requirements.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper.
4. I have reviewed the Stewart Title Guaranty Company Title Insurance Company title Insurance File #25746-1013, dated June 17, 2013, at 8:00 a.m. and all recorded encumbrances, except liens, identified in Schedule B of the title insurance commitment have been shown or noted.

REVISED 1-04-14 jmaz
REVISED 12-12-13 jmaz

SKETCH OF DESCRIPTION	11/21/13 12-12-13 JMAZ	Drawing No.: 81241058
FOR: CITRUS COUNTY, a political subdivision of the State of Florida and Pennington Moore Wilkinson Bell & Dunbar P.A.	Job No.: 81247 Scale: 1" = 120'	SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax:(407)292-0141 email: info@southeasternsurveying.com
	Chapter 5J-17.050-.052 Florida Administrative Code requires that a legal description drawing bear the notation that: THIS IS NOT A SURVEY NOT VALID WITHOUT SHEET 2 OF 2	JAMES M. DUNN, JR. REGISTERED LAND SURVEYOR NO. 4235
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	

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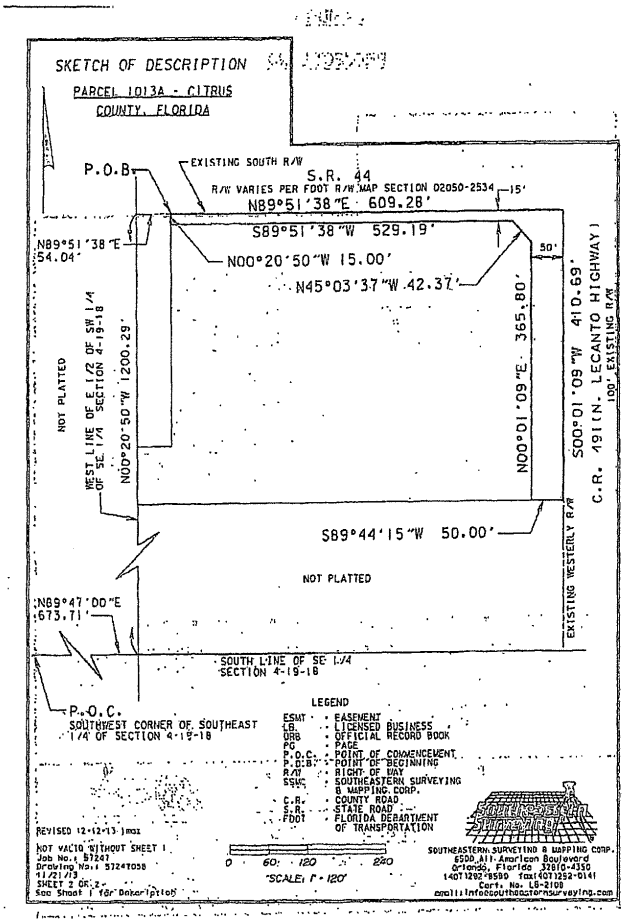

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#2014041570 BK: 2645 PG: 1030 9/18/2014 4:54 PM 11 Receipt: 37301
RECORDING $146.00

SCHEDULE A

PARCEL 10138 - CITRUS COUNTY, FLORIDA

DESCRIPTION:

A portion of Section 4, Township 19 South, Range 18 East, Citrus County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of the Southeast quarter of Section 4, Township 19 South, Range 18 East, Citrus County, Florida; thence North 89°47'00" East a distance of 673.71 feet along the South line of the Southeast quarter of said Section 4 to the West line of the East half of the Southwest quarter of the Southeast quarter of said Section 4; thence North 00°20'50" West a distance of 788.18 feet along said West line for a POINT OF BEGINNING; thence continue North 00°20'50" West a distance of 82.68 feet along said West line; thence North 89°52'48" East a distance of 225.00 feet; thence South 00°20'50" East a distance of 82.12 feet; thence South 89°44'15" West a distance of 225.00 feet to the POINT OF BEGINNING.

Containing 0.426 acres or 18,541 square feet, more or less.

SURVEYORS NOTES:

1. Bearings shown hereon are based on the South line of the Southeast quarter of Section 4, Township 19 South, Range 18 East, said bearing being North 89°47'00" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and correct to the best Standards for Land Surveying CH. 5J-17.050-.052 requirements.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper.
4. I have reviewed the Stewart Title Guaranty Company Title Insurance Company title insurance File 25746-1013, dated June 17, 2013, at 8:00 a.m. and all recorded encumbrances, except liens, identified in Schedule B of the title insurance commitment have been shown or noted.

REVISED 1/04/14

SKETCH OF DESCRIPTION	11/21/13 4-4 JMAZ	Drawing No.: 57247059
FOR CITRUS COUNTY, a political subdivision of the State of Florida and Pennington Moore Wilkinson Bell & Dunbar P.A.	Job No.: 57247 Scale: 1" = 120'	SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com
	Chapter 5J-17.050-.052, Florida, Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY NOT VALID WITHOUT SHEET 2 OF 2	JAMES M. DUNN II REGISTERED LAND SURVEYOR NO. 4235
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	

Page 11 of 17

#DA-21-01

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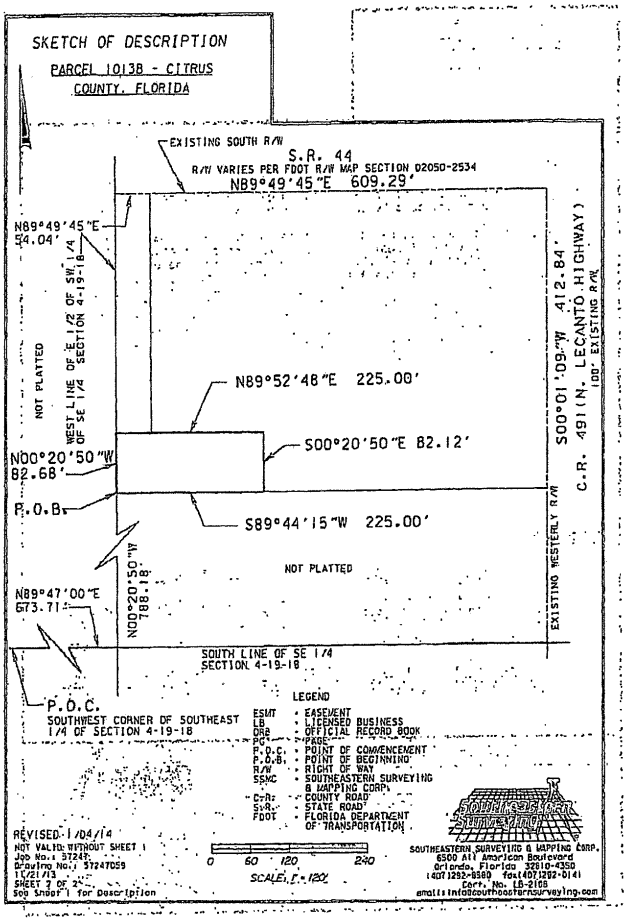
RECORDING $146.00



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#2014041570 BK: 2645 PG: 1032 9/18/2014 4:54 PM 13 Receipt: 37301
RECORDING $146.00

EXHIBIT B

PROJECT LAND APPRAISAL

Report Summary

Appraisal Report & Property Facts

Project:	County Road 491
Effective Date of the Appraisal:	January 10, 2014
Date of the Appraisal Report:	January 30, 2014
Property Owner:	Gischorn, LLC
Site Address/Location:	3310 West Gulf-to-Lake Highway
City, County, State:	Lecanto, Citrus County, Florida
Size of Subject Property:	253,084 SF; 5.810 AC
Area of Proposed Acquisition(s):	
Right-of-Way	29,376 SF; 0.674 AC
Pond	18,541 SF; 0.426 AC
Area of Remainder Tract	205,167 SF; 4.710 AC
Zoning & Land Use:	"GNC", General Commercial District Acreage – Non-Waterfront
Property Rights & Interest Appraised:	Fee Simple
Access:	County Road 491 and West Gulf-to-Lake Highway

Value Conclusion

Value of the Part Taken:	$311,500
Severance Damages:	$0
Cost-to-Cure:	$0
Total:	$311,500

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RECORDING $146.00

EXHIBIT C

ENGINEER'S DRA AREA & COST ESTIMATE

Owner Constructed Dry Retention Pond:*

PARCEL ID	OWNER	TOTAL PARCEL SIZE (AC)	PARCEL SIZE WITHIN PROJECT BASIN (AC)	TOTAL REQUIRED POND AREA (AC)	OWNER TOTAL COST TO DESIGN, PERMIT & CONSTRUCT POND	REMAINING DEVELOPABLE LAND AFTER POND CONSTRUCTION (AC)
1013	GISCHORN, LLC	5.81	5.81	1.29	$278,708.74	4.52

Regional Dry Retention Pond:

PARCEL ID	OWNER	TOTAL PARCEL SIZE (AC)	PARCEL SIZE WITHIN PROJECT BASIN (AC)	TOTAL REQUIRED FOR REGIONAL POND (AC)	OWNER TOTAL COST TO DESIGN, PERMIT & CONSTRUCT POND	REMAINING DEVELOPABLE LAND AFTER REGIONAL POND CONSTRUCTION FOR OWNER (AC)
1013	GISCHORN, LLC	5.81	5.81	0.426	$0	5.384

Value of land area saved by regional pond:

1.29 AC - 0.426 AC = 0.864 AC (37,635.84 SF)

37,635.84 SF @ $6.50/SF = $244,633.

TOTAL SAVINGS TO OWNER FOR USING REGIONAL POND:

DESIGN, PERMIT & CONSTRUCTION COSTS	$ 278,708.74
SAVED DEVELOPABLE LAND	+ $ 244,633.00
TOTAL	$ 523,341.74

* Wet retention pond not feasible in this location.

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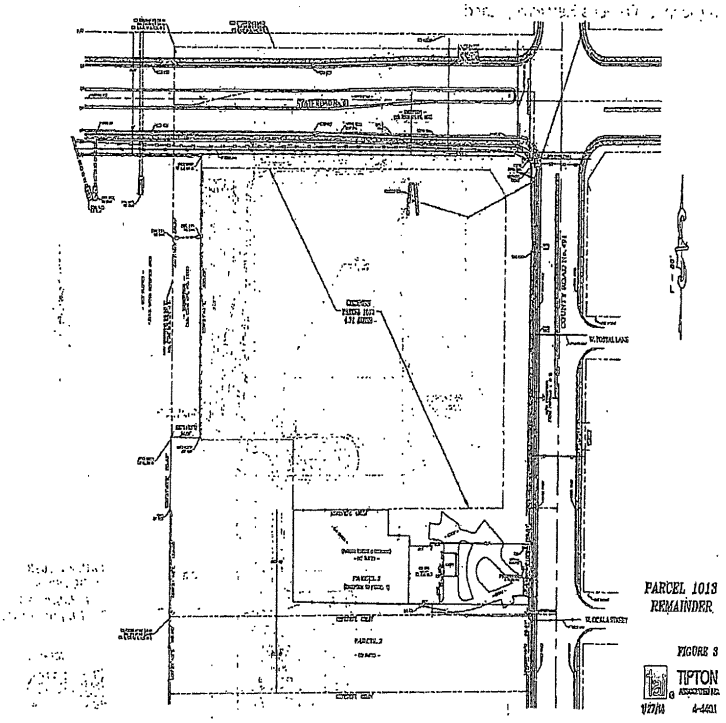
RECORDING $146.00

EXHIBIT D

PROPERTY OWNER(S) REMAINING LAND TO BE INCLUDED IN COUNTY DRAINAGE PERMIT



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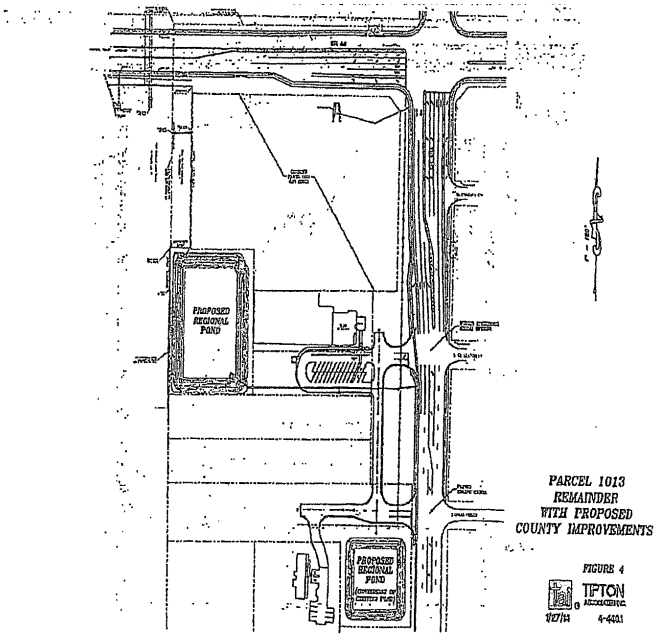
#2014041570 BK: 2645 PG: 1035 9/18/2014 4:54 PM 16 Receipt: 37301
RECORDING $146.00

EXHIBIT E

SPECIAL CONDITIONS

TRACT

Planned improvements to be constructed by the County and adjacent owners as part of the Project adjacent to Owner's Remaining Land:



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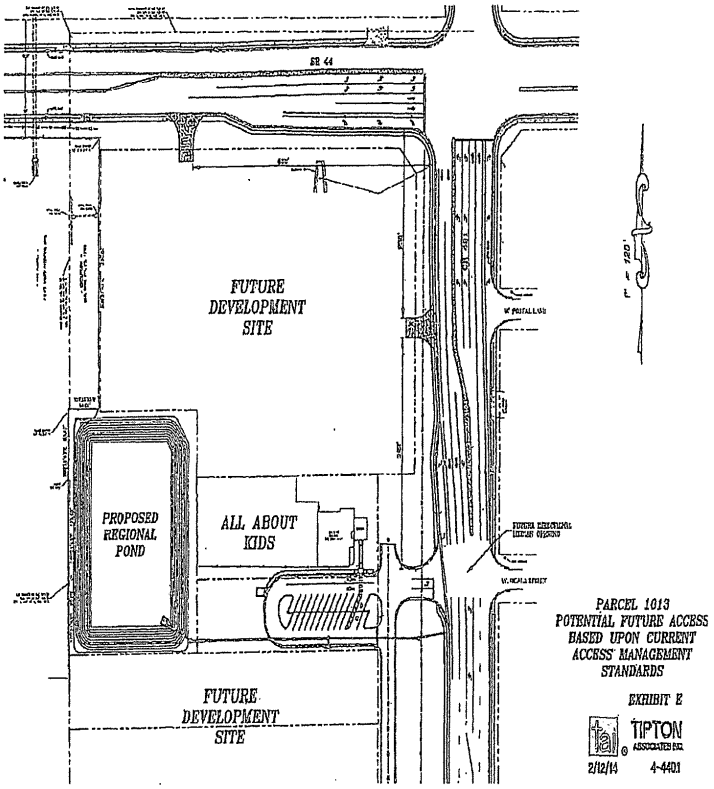
RECORDING $146.00



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Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

CITRUS COUNTY FLORIDA

This First Amendment to Development Agreement (hereinafter referred to as the "~~Agreement~~First Amendment") is made and entered into as of the __ day of _____, 2021~~17~~, by and among Citrus County, Florida, a political subdivision of the State of Florida, whose mailing address is 110 N. Apopka Avenue, Inverness, Florida 34450 (hereinafter referred to as "County"), Gishorn, LLC, a Florida limited liability company whose address is 387 Steiner Bridge Road, Valencia, Pennsylvania 16059 (hereinafter referred to as "Owner") ~~Gishorn, LLC, a Florida limited liability company whose address is 387 Steiner Bridge Road, Valencia, Pennsylvania 16059 (hereinafter referred to as "Owner"),~~ and RaceTrac Petroleum, Inc., a Georgia corporation, whose mailing address is 3225 Cumberland Boulevard, Atlanta, Georgia 30339 (hereinafter referred to as "Developer") (hereinafter all of the above referred to as the "Parties").

RECITALS

WHEREAS, the Parties are parties to that certain Development Agreement dated April 11, 2017 and recorded among the Public Records of Citrus County, Florida at Official Records Book 2823, Pages 819-878 (the "Original Agreement"); and

WHEREAS, it is the function of the County to protect public and private property and to coordinate development within the County as provided by the laws of the State of Florida; and

WHEREAS, it is the function of the County to prevent the creation of health and safety hazards or conditions which result in a detriment to citizens; and

WHEREAS, this Agreement is authorized by Section 163.3220 et. seq., Florida Statutes, and Chapter 12, of the Citrus County Land Development Code, as they existed as of the Effective Date;

WHEREAS, the Citrus County Land Development Code Ordinance 2012-06, allows the execution of a Development Agreement to include agreed upon conditions, the timeline of construction, hours of operation, maintenance agreements, and reference of amenities and performance bonding for private and public improvements, as based upon County ordinances and development approval conditions outlined herein; and

WHEREAS, pursuant to the Original Agreement, the Developer ~~is desirous of~~ develop~~ed~~ing land within the county more particularly described in Exhibit A attached hereto and made a part hereof by reference (hereinafter referred to as the "Development Parcel") as a RaceTrac Neighborhood Market (the "Development") ;~~ and~~

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

WHEREAS, the Developer would like to request approval from the Board of County Commissioners of Citrus County (hereinafter the "BOCC") to add certain elements, including additional fueling positions, to the Development ~~construct a development known as a RaceTrac Neighborhood Market on the Development Parcel (hereinafter referred to as the "Development")~~ subject to the conditions outlined herein; and

WHEREAS, the Parties desire to amend the Original Agreement according to the terms and conditions as more particularly set forth herein;

WHEREAS, the Development as set forth herein is consistent with the Citrus County Comprehensive Plan and Citrus County Land Development Code; and

WHEREAS, this Agreement was presented to the BOCC at a duly noticed public hearing on _____, ~~2017~~ 2021, in accordance with the requirements of Florida law and codes and ordinances of Citrus County, Florida; and

WHEREAS, the Parties hereto desire to enter into this legally binding Agreement in reference to the aforesaid Development,

NOW, THEREFORE, in consideration of the foregoing premises, the conditions, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to be legally bound as follows:

1. **Recitals**. The foregoing recitals are true and correct and are expressly incorporated herein by reference.

2. **Definitions**. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Original Agreement.

~~2.~~3. **Effective Date & Recording**. Pursuant to Section 163.3239, Florida Statutes, this Agreement shall be recorded by Owner with the Clerk of the Circuit Court of Citrus County within five (5) business days of the last party's execution. Owner shall pay the cost of recording. This Agreement will only become effective when it is properly recorded in the public records of the County (the "Effective Date").

Commented [JLC1]: Proposed for removal by applica required pursuant to Fla Statute 163.3239.

~~3.~~4. **Agreement Term and Extensions**. Unless otherwise provided in this Agreement, this Agreement shall be valid for ten (10) years from the Effective Date. This Agreement may be extended by mutual consent of the Parties, subject to a public hearing pursuant to Section 163.3225, Florida Statutes. Notwithstanding the foregoing, the rights, privileges, obligations and covenants of Developer and the County shall survive the completion of the work of Developer with respect to completing the transportation, storm water, potable water, reclaimed water and/or wastewater facilities and services to any phase area and to the Development Parcel as a whole.

~~4.~~5. **Owner Representations.** Owner represents that it is the current fee simple owner of the Development Parcel identified on Exhibit A and Developer is authorized to enter into this Agreement. Owner acquired its fee interest in the Development Parcel via the instruments attached hereto as Exhibit B.

~~5.~~6. **Developer Representations**. Developer represents that it has the right to enter into this Agreement. Developer further represents that, if approved, it intends to begin construction of the modifications to the Development as indicated in the conceptual site plan attached hereto as Exhibit C and made part hereof by reference (hereinafter referred to as the "Conceptual Site Plan") within approximately 6 months from the Effective Date and complete the Development within approximately 18 months from the Effective Date. Notwithstanding anything to the contrary, the maximum intensity of development on the Development Parcel shall not exceed 8,000 square feet with respect to the convenience store building together with the other improvements set forth on the Conceptual Site Plan. (This total does not include canopy areas).

~~6.~~7. **Agreement Precedence.** The Parties agree, and all other future third parties are hereby put on notice that the rights of the County, the development limitations and all other matters affecting the Development, pursuant to the covenants of this Agreement, are in all ways superior in right, title, and interest to any subsequent mortgage, mechanics lien, or lien of any other type or other legal or equitable interest, and that the rights of the County as contained herein and the development limitations or permissions contained herein or conferred, while not creating a lien on the Development Parcel, shall not be in any way subject to foreclosure or elimination due to subsequent event or the rights of third parties which are not otherwise expressly set forth herein. The rights outlined herein shall run with the land unless terminated as provided in this Agreement.

8. **Fees.** For all new development authorized by this Agreement all applicable impact fees, development review fees, building permit fees, and all other fees of any type shall be paid by the Developer in accordance with the County Fee Schedule and in such amount applicable as they become due and payable except as is otherwise specifically provided herein.

9. **Ratification.** The Original Agreement remains in full force and effect except as expressly modified by this First Amendment and is ratified and confirmed. If there is a conflict between the terms of the Original Agreement and this First Amendment, the terms of this First Amendment shall control.

Commented [JLC2]: Proposed for deletion by applica
building intensity is required by statute. Current bldg. is le
7,000 SF (not including canopy areas).

Commented [JLC3]: Proposed for deletion by applica is
part of existing Agreement and should remain.

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10 **Multiple Counterparts; Electronic Signatures**. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. The counterparts of this First Amendment may be executed by electronic signatures and may be delivered electronically by any party to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received.

11. **Equitable Estoppel and Vested Rights Option.** The Parties agree that the County's willingness to enter into this Agreement, the staff approval or recommendation relative to the proposed Development, land use plan designations, the passage of ordinances attempting to modify the land use designations, submittals to or before the BOCC, and any other act in furtherance of this Agreement by the County, including negotiations leading up to the execution of this Agreement, shall not be used by Owner, Developer, or their respective successors in interest in any way whatsoever as committing the County legally through the theory of equitable estoppel or any other legal theory to the approval of such proposed Development in the event that this Agreement does not take effect in all material respects. The Parties further agree that any and all actions by the County, Owner or Developer or their representatives in negotiation of this Agreement, including all efforts in the implementation of this Agreement or submittals to other governmental bodies, shall in no way be deemed to be an action in reliance giving rise to an equitable estoppel. In the event that it is not possible to implement this Agreement fully, the Parties' legal positions will be identical to the legal positions that they would have maintained if the proposed Development of the Development Parcel had never been discussed among them, unless otherwise specifically identified in this Agreement. Notwithstanding the foregoing, it is recognized between the Parties that at the end of the term of this Agreement, the Owner and/or Developer may proceed through a vested rights determination as provided by the County Code in effect at the time of such vested rights application.

Commented [JLC4]: Proposed for deletion by applica
was in original agreement and should remain.

12. **Required Permits.**

9.1 12.1 Local development permits and/or orders which will need to be approved and issued include, but are not limited to, any final local development order authorizing construction under the concurrency provisions of the County's comprehensive plan.

9.2 12.2 All government approvals and permits for the Development Parcel shall be obtained by the Developer at the Developer's sole cost. The Developer agrees to comply with all regulations, approvals and specifications enacted or promulgated by the Federal Government, Florida Department of Environmental Protection, Florida Department of Transportation and the Southwest Florida Water Management District.

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~~9.3~~12.3 In the event any approvals necessary for the Development are not received, action and reliance on this Agreement and expenditures in pursuant of its terms and of any right accruing to the Owner and/or Developer shall not vest any development rights in said parties, or their successors or assigns, nor shall it constitute partial performance entitling said parties to a continuation of this Agreement.

~~9.4~~ 12.4 Developer shall, prior to the start of any site preparation activity, at the Development Parcel, including, clearing, grubbing, grading, etc., obtain from the County all applicable permits in accordance with the requirements of all pertinent County ordinances.

~~9.5~~ 12.5 ~~———~~All Parties specifically agree that any permits issued in accordance with appropriate County ordinances, shall automatically be revoked by the County if the Developer, its contractors or subcontractors or builders fail to comply with any portion of this Agreement, after the County provides written notification to the Developer and the Developer is provided a minimum of fourteen (14) days to remedy the situation, but fails to do so. Exception shall be made for erosion control and dust control where the Developer shall be required to immediately correct the violation.

~~10~~ 13. **Terms**. Developer intends to develop the Development Parcel consistent with what is indicated on the Conceptual Site Plan. The Developer shall comply with additional conditions, terms, restrictions, and/or other requirements as may be reasonably approved by the County when determined necessary for the public health, safety or welfare of its citizens as it applies to land development standards for such components as utilities (drainage, water, and sewer), signs, transportation facilities/access, landscaping/buffering, and other Land Development Code design standards, including but not limited to the Special Conditions outlined in Exhibit D attached hereto and made part hereof by reference (hereinafter referred to as the "Special Conditions"). To the extent terms outlined in the Special Conditions are inconsistent with the terms outlined in other portions of this Agreement, the terms outlined in the Special Conditions shall take precedence.

~~11.~~ 14 ~~–~~**Disclosure Responsibility**. Owner assumes responsibility for disclosure of the conditions, terms, restrictions, and/or other requirements to subsequent tenants or purchasers of the Development Parcel. The County reserves its enforcement rights granted whether or not subsequent ownership or lessees have "actual" or constructive knowledge of this Agreement or any potential violations hereunder.

~~12.~~ 15 ~~–~~**Requirements During Construction.**

~~12.1~~ 15.1 All erosion and sedimentation controls shall be installed and maintained in accordance with an approved plan and report by a Department of Environmental Protection Permit prior to any other construction activity occurring at the Development.

~~12.2~~ 15.2 For construction activities performed by the Developer pursuant to this Agreement, the Developer is also responsible for ensuring that water and wastewater service at the Development Parcel, and any off-site areas affected by Developer's activities, remains active without interruption to existing utility customers. If interruption of utility service is necessary, the Developer must obtain written authorization from the County.

Commented [JLC5]: Proposed for deletion by applica t was in original agreement and should remain.

Commented [JLC6]: Proposed for deletion by applica was in original agreement and should remain. Applicant is requesting specific conditions with site (Exhibit D).

Commented [JLC7]: Proposed for deletion by applica was in original agreement and should remain.

Commented [JLC8]: Proposed for deletion by applica t was in original agreement and should remain per Engineer

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~~12.3~~ 15.3 During construction activities performed by the Developer pursuant to this Agreement, the Developer shall police the construction area daily, keeping the site safe and free and clear of all rubbish, refuse, brush, debris, and discarded building materials so as not to create a public nuisance. The Developer may accumulate said material in an area approved by the County until such time as the accumulated matter is removed from the site by the Developer provided that the County, at its sole discretion, may require the removal of said material by written communication, indicating the reasons therefore, at any time during the development. The Developer shall remove from the site and dispose of all rubbish, refuse, debris and discarded building materials, leaving the Development free and clear of the same prior to the release of any remaining financial security or final acceptance of any public improvements. The burning of any rubbish, refuse, and debris shall be in accordance with County ordinances and shall require a separate permit.

Commented [JLC9]: Proposed for deletion by applica
was in original agreement and should remain.

~~12.4~~ 15.4 Throughout the time that the Development is being constructed, the Developer shall maintain all storm water detention and best management practices as required by County ordinances.

~~12.5~~ 15.5 During the construction of any and all phases, parking for vehicles related to the construction activities shall be arranged so as not to create a potential traffic hazard.

~~12.6~~ 15.6 Unless otherwise exempted pursuant to the County ordinances, the Developer shall not erect nor permit any agent of the Developer to erect any sign related to the Development unless first obtaining a sign permit from the County.

Commented [JLC10]: Proposed for deletion but was
agreement and should remain.

~~13~~ 16.. **Inspections.** All Parties to this Agreement give specific permission for the County, its employees, agents or contractors to conduct inspections on its property. These inspections may take place at any time and with any frequency the County deems appropriate in order to insure construction in accordance with approved specifications. The Developer shall notify the County twenty four (24) hours prior to the following activities: excavating, embankment construction, detention pond construction, installation of storm sewers, under drain, subgrade, base course, binder course, wearing course, and commencement of seeding.

Commented [JLC11]: Proposed for deletion by applic
was in original agreement and should remain per Enginee

~~14~~ 17. **Insurance.** The Developer shall cause its contractors and/or subcontractors to obtain and maintain liability and other commercially reasonable insurance coverage customarily maintained in similar developments, in amounts required by the County to furnish certificates of insurance to the County, whenever contractors are installing improvements located on existing public road rights-of-way and as may otherwise by required by the County.

Commented [JLC12]: Proposed for deletion by applic
was in original agreement and should remain per Enginee

~~15.~~ 18. **Transfer.** It is specifically understood by all Parties that this Agreement is binding upon all Parties, their successors and assigns. This Agreement shall constitute a covenant running with the land and shall be recorded in the Public Records of the County as provided herein.

Commented [JLC13]: Proposed for removal by applic
was in original agreement and should remain.

~~16.~~ 19. **Entire Agreement, Amendments, Applicable Law & Venue.** This Agreement supersedes all previous agreements or representations either verbal or written, heretofore in effect among the Parties, made with respect to the matters herein contained, and when duly executed,

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constitutes the agreement among the Parties. No additions, alterations, variations or waivers to this Agreement shall be made except by written agreement executed with the same formality of this Agreement and shall be governed by the process set forth in Section 163.3225, Florida Statutes, and the public hearing process set forth in Chapter 12 of the Land Development Code. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the County. Citrus County, Florida shall be the venue for any legal proceeding pertaining to the subject matter of this Agreement.

Commented [JLC14]: Proposed for removal by applic was in original agreement and should remain.

~~17~~ 20. **Notices.** Any notice or request required or authorized to be given by the terms of this Agreement or under any applicable law by any party shall be in writing, hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested or by FedEx or other nationally recognized overnight courier. Such written notice shall be addressed as follows:

County: Citrus County
Attn: County Administrator
110 N. Apopka Avenue
Inverness, FL 34450

Copy to: Citrus County
Attn: County Attorney
110 N. Apopka Avenue
Inverness, FL 34450

Owner: Gishorn, LLC
Attn: Mark Gissendaner, Managing Member
387 Steiner Bridge Road
Valencia, PA 16059

Copy to: Sitko Bruno LLC
Attention: Judy A. Bruno, Esq.
2740 Smallman St.
Suite 300
Pittsburgh, PA 15222

Developer: RaceTrac Petroleum, Inc.
Attn: Philip F. West, Esq.
3225 Cumberland Boulevard
Atlanta, GA 30339

Copy to: Thomas R. Sullivan, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801

Any party may, by subsequent written notice, designate a different address or party for receiving notice.

Commented [JLC15]: Proposed for removal by applic was in original agreement and should remain.

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~~18~~ 21. ~~–~~ **Disclaimers & Limitations on Liability.** The Parties deem each other to be independent contractors, and not agents of the other.

Commented [JLC16]: Proposed for removal by applic was in original agreement and should remain.

~~19~~ 22. ~~–~~ **Indemnity.**

(a) Developer shall indemnify completely, defend and save harmless the County, its elected officers and Commission Members, agents, contractors and employees from any and all costs and claims, liability, demands, damages, expenses, fines, penalties, suits, proceedings, actions and fees, including attorney's fees and costs, for injury (including death) to persons or damage to property or property rights that may arise from or be related to acts, errors, or omissions of the Developer, its respective agents, employees, servants, licensees, invitees or contractors or by any person under the control or direction of Developer in connection with the Development, and shall indemnify the County as aforesaid from all liability, claims and all other items above mentioned, arising or growing out of or connected with any default, breach, violation or nonperformance by the Developer of any covenant, condition, agreement or provision contained in this Agreement.

(b) Owner shall indemnify completely, defend and save harmless the County, its elected officers and Commissioner Members, agents, contractors and employees from any and all costs and claims, liability, demands, damages, expenses, fines, penalties, suits, proceedings, actions and fees, including attorney's fees and costs, for injury (including death) to persons or damage to property or property rights that may arise or be related to the gross negligence or willful misrepresentation of Owner.

(c) To the extent allowed by State law, including but not limited to Chapter 768, Florida Statutes, County agrees to hold Owner and Developer harmless from negligent acts or commissions of County, its officers, employees, or agents arising out of their activities related to this Agreement. Nothing contained herein shall be constructed as a waiver by the County of its rights to sovereign immunity under Section 768.28, Florida Statutes, nor shall entering into this Agreement by construed as a waiver of the sovereign immunity limits established by State law.

(d) The aforesaid indemnities shall survive the completion of the Development and the termination of this Agreement.

Commented [JLC17]: Proposed for removal by applic was in original agreement and should remain.

~~20~~ 23. ~~–~~ **Force Majeure**. No party shall be liable or responsible to any other party by reason of the failure or inability of such party to take any action it is required to take or to comply with the requirements imposed hereby (or any injury to another party or by those claiming by or through such other party), which failure inability or injury is caused directly or indirectly by force majeure as hereinafter set forth). The term "force majeure" as employed herein shall mean Acts of God; strikes; lock-outs or other industrial disturbance; acts of public enemies; war; blockades; riots; acts of armed forces, militia, or public authority; epidemics, breakdown of or damage to machinery, road systems, drainage or flood control systems, traffic control devices, pumps or pump lines; landslides; earthquakes; fires; storms (including but not limited to hurricanes); floods or washouts; arrests, title disputes or other litigation; governmental restraints of any nature whether Federal,

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State, County, Municipal or otherwise, whether civil or military; civil disturbances; explosions; failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to existing or future rules, regulations, orders, laws or proclamations whether Federal, State, County, Municipal or otherwise, whether civil or military; or by other causes, whether or not the same kind as enumerated herein, not within the sole control of the party claiming force majeure and which by exercise of due diligence such claiming party is unable to overcome.

~~21~~ 24. **Disclaimer of Third Party Beneficiaries**. This Agreement is solely for the benefit and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of any action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee thereof.

~~22~~ 25. **Disclaimer of Security**. Notwithstanding any other provision of this Agreement, the Developer expressly acknowledges that it has no pledge or lien upon any real property (including, specifically, the County's transportation or utility systems), any personal property, or any existing or future revenue source of the County (including, specifically, any revenue or rates, fees, or charges collected by the County in connection with any County system) as security for any amounts of money payable by the County under this Agreement.

~~23~~ 26. **Enforcement**. As provided by Section 163.3243, Florida Statutes, any party to this Agreement may file an action for injunctive relief to enforce the terms of this Agreement.

~~24~~ 27. **Severability**. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

~~25~~ 28. **Authority to Execute Agreement**. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full power and authority to bind any corporation, partnership, or any other business entity for which he or she purports to act hereunder.

~~26~~ 29. **Time**. Time is the essence for each and every term of this Agreement.

~~27~~ 30. **Counterparts & Captions**. This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.

~~28~~ 31. **Waivers & Extensions**. No waiver or any breach of this Agreement or provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provisions herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

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Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

~~29~~ 32.**Construction**. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto. In constructing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders.

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was in original agreement and should remain.

[Signatures appear on the following pages]

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

IN WITNESS WHEREOF, the Parties, having read, understood and freely agreed to the conditions herein, and being duly authorized and intending to be legally bound hereby, and to legally bind the successors, assigns, grantees, agents and officers of the parties, do hereby seal and deliver this ~~Agreement~~ First Amendment on the day set forth below.

Signed and sealed this __ day of _____, 2021~~17~~.

"COUNTY"

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

By: _____
Scott Carnahan, Chairman

ATTEST:

_____
Angela Vick, County Clerk

Approved as to Form:

_____
Denise A. Dymond Lyn, County Attorney

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this ____ day of _____, 2021~~17~~, by _____, who is known to me __ or produced ___ as identification as Chairman of Citrus County, Florida, a political subdivision of the State of Florida, on behalf of Citrus County.

_____
Notary Public
State of Florida at Large

My Commission Expires:

"OWNER"

Witnesses:

GISHORN, LLC, a Florida limited liability company

_____
Printed Name:_____

By: _____
Name:_____
Title:_____

_____
Printed Name:_____

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me this ____ day of _____, ~~2017,~~ 2021, by_____, as _____ of Gishorn, LLC, a Florida limited liability company, who is known to me ___ or who produced _____ as identification and who did ____ or did not ____ take an oath

_____
Notary Public

My Commission Expires:

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

"DEVELOPER"

Witnesses:

RACETRAC PETROLEUM, INC.,
a Georgia corporation

_____
Printed Name:_____

By: _____
Name:_____
Title:_____

_____
Printed Name:_____

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me this ____ day of _____, 2021~~17~~, by_____, as _____ of RaceTrac Petroleum Inc., a Georgia corporation, who is known to me ___ or who produced _____ as identification and who did ____ or did not ____ take an oath

_____
Notary Public

My Commission Expires:

EXHIBIT LIST

EXHIBIT A	Development Parcel Legal Description & Sketch
EXHIBIT B	Owner's Deed
EXHIBIT C	Conceptual Site Plan
EXHIBIT D	Special Conditions
EXHIBIT E-1	County's Cost Estimate Right Turn Lane and Modify County Road 491 Driveway
EXHIBIT E-2	County Cost Estimate RaceTrac DRA: Preschool Parking Addition and Citrus County Regional Stormwater Pond
EXHIBIT F	Developer's Landscape/Buffering Plan
EXHIBIT G	Developer's Signage Plan
EXHIBIT H	Gishorn Agreement

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was in original agreement and should remain.

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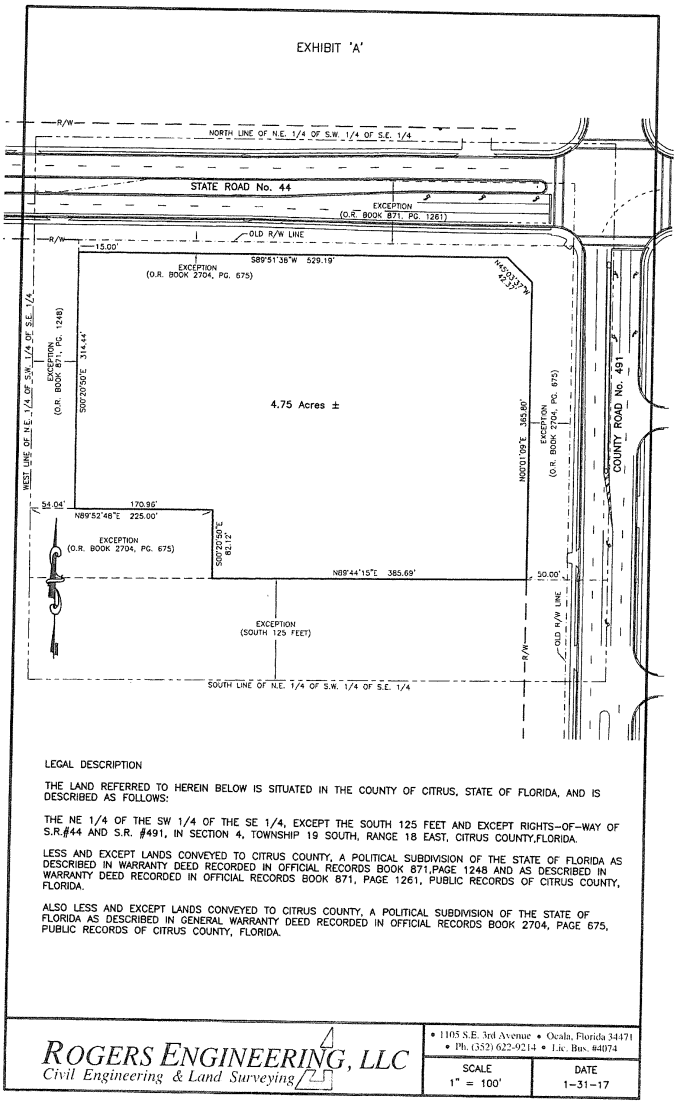
was in original agreement and should remain. This will allo ial
conditions as requested (some previously approved).

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Exhibit "A"
Sketch and Description of the Development Parcel

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac



LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CITRUS, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE NE 1/4 OF THE SW 1/4 OF THE SE 1/4, EXCEPT THE SOUTH 125 FEET AND EXCEPT RIGHTS-OF-WAY OF S.R.#44 AND S.R. #491, IN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY,FLORIDA.

LESS AND EXCEPT LANDS CONVEYED TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 871,PAGE 1248 AND AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 871, PAGE 1261, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

ALSO LESS AND EXCEPT LANDS CONVEYED TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2704, PAGE 675, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

ROGERS ENGINEERING, LLC
Civil Engineering & Land Surveying
• 1105 S.E. 3rd Avenue • Ocala, Florida 34471
• Ph. (352) 622-9214 • Lic. Bus. #4074

SCALE	DATE
1" = 100'	1-31-17

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Exhibit "B"
Owner's Deed

Commented [JLC30]: Proposed for removal by applic
was in original agreement and should remain.

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
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RECORDING $511.50

2011043436 4 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIPLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: $35.50
DOCUMENTARY TAX: $0.70
2011043436 BK:2045 PG:315
10/25/2011 12:00 PM 4 PGS
JCARROLL,DC Receipt #038186

PIN #: 18190423110

Prepared by and return to:
Judy A. Bruno, Esquire
Sitko Bruno, LLC
2740 Smallman Street, Suite 300
Pittsburgh, PA 15222

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed this 11th day of October, 2011 by:

Mark Gissendaner, an individual, with an address at 387 Steiner Bridge Road, Valencia, Pennsylvania 16059, and **Kim Ann Kloecker, an individual**, with an address at 2118 Strong Road, Waterford, Pennsylvania 16441

hereinafter collectively called the Grantor, to:

GISCHORN, LLC, a Florida limited liability company, with an address at 387 Steiner Bridge Road, Valencia, Pennsylvania 16059

hereinafter called the Grantee.

Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

WITNESSETH, that the Grantor, for and in consideration of the sum of **Ten Dollars and No/100ths ($10.00)** and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, and sells unto the Grantee, and Grantee's successors, and assigns forever, all that certain parcel of land in the County of Citrus, State of Florida (the "Property"), to wit:

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N.E. ¼ of S.W. ¼ of S.E. ¼ except S. 125 feet and except right-of-way of S.R. #44/491, Section 4, Township 19 South, Range 18 East, a/k/a S.W. Corner S.R. 44 & 491, Lecanto, Florida.

Less the following Parcel for State Road No. 44 as conveyed by Warranty Deed (Book 871, page 1248):

STATE ROAD NO. 44 – PARCEL 1051

Commence at the NW Corner of the NE ¼ of SW ¼ of SE ¼ of Section 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST, Citrus County, Florida, thence S. 0° 38' 32" E. along the West line of the NE ¼ of SW ¼ of SE ¼ of Section 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST, a distance of 125.69 feet to the POINT OF BEGINNING, thence continue S. 0° 38' 32" E. along said line a distance of 330.00 feet, thence N. 89° 35' 06" e. 54.04 feet, thence N. 0° 38' 32" W. 330.00 feet, thence S. 89° 35' 06" W. 54.04 feet to the Point of Beginning.

Commonly known as: 00810 S Lecanto, Lecanto, FL

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

UNDER AND SUBJECT TO all easements, rights-of-way, restrictions, leases, matters and conditions appearing in prior instruments of record and all easements, rights-of-way, restrictions, leases, matters and conditions to which Grantor's title is subject.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby specially warrants the title to the land, and Grantor will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

This conveyance is from individuals to a limited liability company, which limited liability company is comprised solely of the individuals as members, and is therefore subject to the minimum amount of transfer tax of $0.70.

The individuals that comprise the Grantor do hereby state that the property conveyed is not the residence of either individual.

[signature lines on next page]

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

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IN WITNESS WHEREOF, the Grantor has executed this document as of this 11 day of Oct., 2011.

WITNESS:

Print Name: GLENN A HOFFIELD

MARK GISSENDANER, an individual

Print Name: Kathleen Baynard

KIM ANN KLOECKER, an individual

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

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COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Allegheny)

BEFORE ME, a Notary Public in and for said county and state, personally appeared MARK GISSENDANER, an individual personally known to me or satisfactorily proven to be the person who executed the foregoing Deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of this 11 day of Dec, 2011.

My commission expires:

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary Alice McCafferty, Notary Public
Richland Twp., Allegheny County
My Commission Expires Dec. 27, 2014
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Erie)

BEFORE ME, a Notary Public in and for said county and state, personally appeared KIM ANN KLOECKER, an individual personally known to me or satisfactorily proven to be the person who executed the foregoing Deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of this 17th day of October, 2011.

My commission expires:

Notary Public

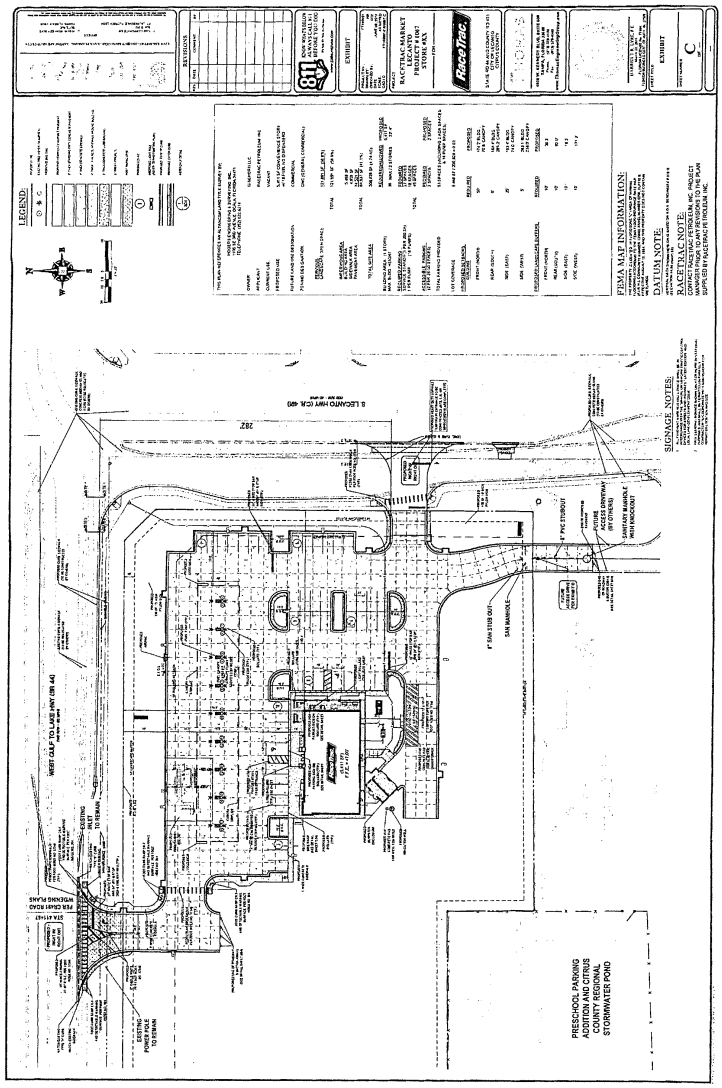
NOTARIAL SEAL
J KEVIN MAJEWSKI
Notary Public
WATERFORD TWP., ERIE COUNTY
My Commission Expires Jun 15, 2014

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Exhibit "C"
Conceptual Site Plan

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 840 4/19/2017 7:52 AM 22 Receipt: 2017015992
RECORDING $511.50



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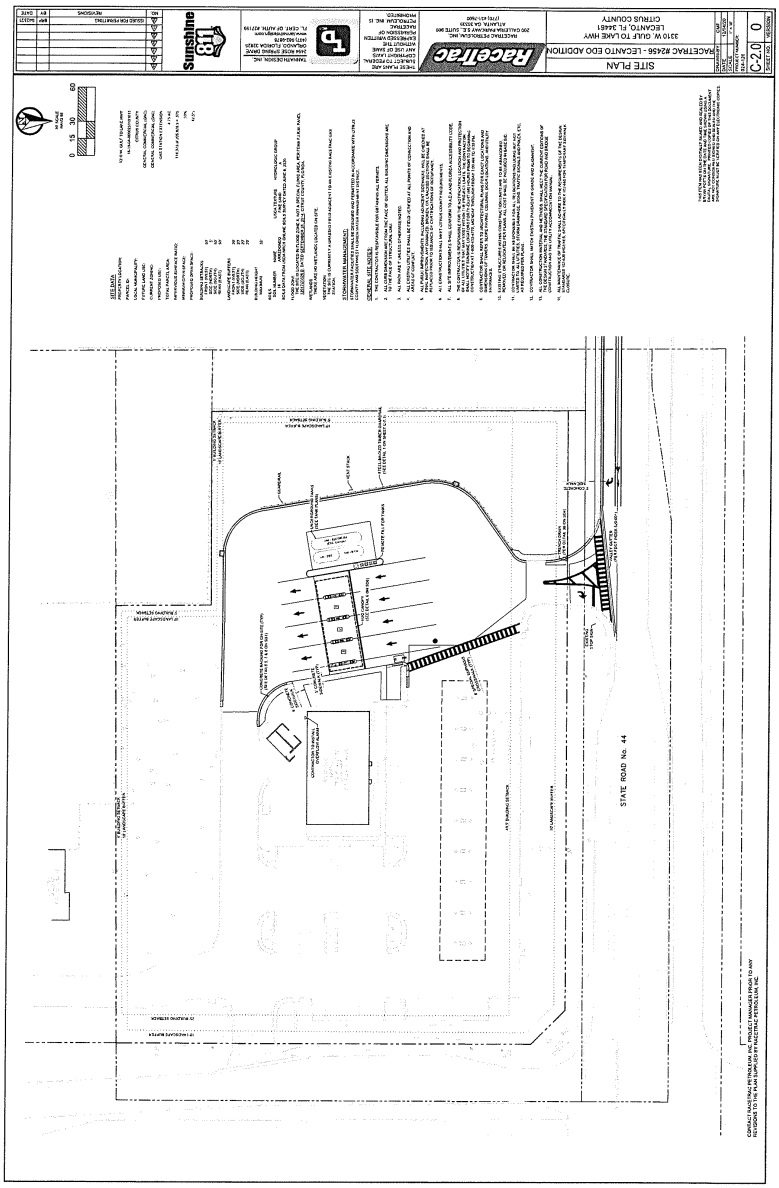

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Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

EXHIBIT D

Special Conditions

Overview:

The Development Parcel is located at the southwest corner of the intersection of CR 491 and SR 44. ~~The County is planning to undertake the construction of certain improvements to CR 491 (the "CR 491 Improvements") which will include an interconnected cross access drive along the west side of CR 491 from the south property line of the Development Parcel to a point adjacent to the west extension of West Laurel Street.~~

To comply with access management standards (County driveway/intersection separation requirements), improve safety and mobility, relieve congestion at the intersection arising from the Development Parcel and to accommodate the Developer's desire to have a left tum out onto CR 491 northbound, it is necessary for traffic to enter CR 491 to the south of the Owner's parcel. This will require cross access and construction of improvements. The cross access drive and improvements ~~are to be~~ were completed with the widening of CR 491, or as contemplated herein, in front of the adjacent parcel owned by Adjacent Owner A-1 Yards & Sweeping. Adjacent Owner A-1 Yards & Sweeping operate a daycare facility on the site that caters to developmentally disabled children as well as other children. ~~At present, s~~School buses had to stop on CR 491 to load and unload children which create~~d~~s an ever more hazardous condition as traffic flows increase with time. Bus loading and off-loading is therefore preferred off the CR 491 right-of-way.

Drainage retention located entirely on the Development site ~~will~~ was anticipated to diminish the useful area of the site and ~~if~~ bus loading and unloading ~~are moved~~ off CR 491 onto the Adjacent Owner A-1 Yards & Sweeping site meant that, drainage retention ~~will be~~ was required for these improvements. Additionally, drainage retention ~~will be~~ was required for the County's road widening improvements at the south side of SR 44 on CR 491. It is preferable to accomplish all drainage retention at a single regional site rather than individual drainage retention areas scattered across all parcels.

A regional drainage retention area (RDRA) site has already been acquired by the County and construction of the RDRA is permitted by the Southwest Florida Water Management District (SWFWMD) and is to be completed in conjunction with the CR 491 improvements, or as contemplated herein. Said RDRA is indicated in Citrus County Regional Stormwater Pond and Preschool parking Addition plans and in the Developer's Conceptual Site plan, Exhibit C~~.~~

After construction of the RDRA, the County will own, operate and maintain the facility thereafter as part of its storm water utility, which will require proportional reimbursement of annual maintenance costs to the County The RDRA can accept drainage in accordance with the County's Southwest Florida Water Management District permit from the Development Parcel, the A-1 Yards & Sweeping parcel, Gaudette parcel as well as the expanded CR 491 roadway. Based on 70% impervious surface area, the Development Parcel is able to discharge up to 3.6 Acre-Feet of storm water; which is 40.49% (the Development Parcels proportional share) of the County's RDRA total volume. As the RDRA will be owned and perpetually maintained by the County as a part of its storm water utility network in accordance with the County's SWFWMD permit; and as the Development Parcel contributes storm water runoff to the RDRA, the OWNER

Commented [JLC31]: Entire exhibit proposed for dele ut many components need to remain for existing and propos development.

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will be required to reimburse the COUNTY their proportional share (40.49%) of the RDRA's annual maintenance cost. The proportional share of the annual maintenance cost will be assessed and invoiced to the OWNER in the beginning of each calendar year for the previous year's costs associated with the RDRA. However, said proportional maintenance costs shall not be attributed or invoiced to the OWNER until the January after the Certificate of Occupancy is issued to the Development. The County, in accordance with its SWFWMD permit will finalize the certification and permit close out process for the RDRA.

Staff recommends and the Parties agree to the following conditions:

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1. At its sole expense, the County agrees to construct the right turn lane on CR 491 to the Development Parcel and to modify the CR 491 driveway into the Development Parcel in the location depicted on the Conceptual Site Plan (i.e., removing the temporary driveway and reconstructing it in the new location). A cost estimate for such improvements is set forth on Exhibit E-1 attached hereto and incorporated herein by this reference (the "County's Cost Estimate"). The County also agrees to relocate, at its sole expense, a 12" water line located on CR 491 as part of the CR 491 improvements.

2. The Developer agrees to construct a portion of County RDRA pursuant to the fully permitted plans approved by the County Engineering Department for such improvements, including excavating and installing a portion of the County RDRA, stockpiling excavated material, installing a silt fence, orange safety fence, clearing and grubbing and installing sod on the north, west, and east side slopes and hydroseeding the south slope of the County RDRA, all in accordance with Exhibit E-2 and in an amount not to exceed the greater of 100% of the County's Cost Estimate, or $127,666.14. A cost estimate for such improvements is set forth on Exhibit E-2 attached hereto and incorporated herein by this reference (the "County's Cost Estimate"). Notwithstanding the foregoing, the County shall maintain ownership of all associated excavated material and, at its sole expense, shall be responsible for relocating said excavated material in connection with the CR 491 improvements.

3. In the event that the County commences the work described in Section 2 of these Special Conditions as part of the CR 491 Improvements before the Developer does so, and in lieu of the Developer performing the work described in Section 2 hereof, the Developer agrees to pay the County an amount not to exceed the greater of 100% of the County's Cost Estimate, or $127,666.14, within thirty (30) days following the County providing the Developer with a statement of completion establishing that the work described in Section 2 hereof has been fully completed. Irrespective of whichever party performs the work described in Section 2, the County and Developer agree that such initial work shall include the amount of storm water capacity in the County RDRA that is needed for the Development. In addition, upon completion of construction, inspection, and approval by the County, all improvements constructed within the right-of-way or County property shall become County owned and maintained.

4. The County and the Developer agree that a manhole with knockout and stub out of a 8" PVC gravity sewer line needs to be extended to the south property line of the

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Development Parcel in the location generally depicted on the Conceptual Site Plan in a manner such that the County can connect to the gravity sewer line during the construction of the CR 491 Improvements (the "Gravity Sewer Line Work"). In the event that the Developer completes the Gravity Sewer Line Work, the County agrees to construct the paved access drive up to the south property line of the Development Parcel as depicted on the Conceptual Site Plan. In the event that the County completes the Gravity Sewer Line Work, the Developer agrees to construct the paved access drive up to the sanitary manhole with knockout.

5. Once a Certificate of Occupancy has been issued to the Development Parcel, the County agrees to continuous uninterrupted water/wastewater utility service to the Development Parcel at all times during the construction of the CR 491 Improvements.

6. The Developer acknowledges that a 6" force main may be located in an area adjacent to the Development Parcel on SR 44 and Developer agrees, at its sole expense, to relocate the force main, to the extent necessary, as part of constructing access improvements to the Development Parcel.

7. Unless otherwise set forth and depicted on the Landscape/Buffering Plan in Exhibit F, attached hereto and incorporated herein by this reference (The "Developer's Landscape/Buffering Plan"), the Development will comply with the standards of the Land Development Code regarding landscaping as contained in Chapter Five, Landscaping, Buffering, and Tree Preservation, as well as Section 3745, Design Standards for Small Nonresidential Development Projects, in the County's Land Development Code.

8. Unless otherwise set forth and depicted on the RaceTrac Signage Plan as set forth on Exhibit G attached hereto and incorporated herein by this reference (the "Developer's Signage Plan"), including without limitation an additional forty-five (45) square feet of additional wall sign copy area beyond that allowable in the Land Development Code and a reduced freestanding sign setback on SR-44 of 10 feet instead of 20 feet from the property line, the Developer will comply with the sign standards outlined in Chapter Nine, Signs, of the Land Development Code.

Exhibit "E-1"
County's Cost Estimate Right Turn Lane and Modify County Road 491

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RECORDING $511.50

Tipton Associates, Inc.
760 Maguire Boulevard
Orlando, Florida 32803

March 16, 2017

RE: RACETRAC ROW - PARCEL 1013
CR 491 - PHASE 1

COST TO CONSTRUCT RACETRAC RIGHT TURN LANE & MODIFY CR 491 SITE DRIVEWAY:

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Clearing & Grubbing	0.08 AC	$ 15,000.00 AC	$ 1,200.00
Remove Asphalt	3,866 SF	$ 5.00 SF	$ 19,330.00
Remove Type-F Curb & Gutter	263 LF	$ 10.00 LF	$ 2,630.00
Earthwork/Grading	1 LS	$ 3,000.00 LS	$ 3,000.00
Asphalt	4,665 SF	$ 10.00 SF	$ 46,650.00
Construct Type-F Curb & Gutter	335 LF	$ 25.00 LF	$ 8,375.00
Construct 6' Concrete Sidewalk	1,290 SF	$ 5.00 SF	$ 6,450.00
Construct H/C Ramps	2 EA	$ 750.00 EA	$ 1,500.00
Striping/Signage	1 LS	$ 2,500.00 LS	$ 2,500.00
Sod Disturbed Areas	1,510 SF	$ 0.40 LS	$ 604.00
Geotech	1 LS	$ 750.00 LS	$ 750.00
SUBTOTAL COST OF CONSTRUCTION			$ 92,989.00
Mobilization/Gen. Conditions/Overhead & Profit/MOT (20%)			$ 18,597.80
Design & Permitting			$ 10,000.00
Contingency (5%)			$ 6,079.34
TOTAL COST TO CONSTRUCT RACETRAC RIGHT TURN LANE & MODIFY CR 491 SITE DRIVEWAY:			$ 127,666.14

TIPTON ASSOCIATES INCORPORATED

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Exhibit "E-2"

County's Cost Estimate RaceTrac DRA: Preschool Parking Addition and Citrus County Regional Stormwater Pond

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 847 4/19/2017 7:52 AM 29 Receipt: 2017015992
RECORDING $511.50

Tipton Associates, Inc.
760 Maguire Boulevard
Orlando, Florida 32803

January 19, 2017

RE: RACETRAC ROW - PARCEL 1013
CR 491 - PHASE 1

COST TO CONSTRUCT RACETRAC DRA:

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Sediment Barrier	1,404 LF	$ 1.50 LF	$ 2,106.00
Clearing & Grubbing	2.00 AC	$ 15,000.00 AC	$ 30,000.00
Excavation	9,506 CY	$ 4.55 CY	$ 43,252.30
Outfall Structure	232 SY	$ 40.00 SY	$ 9,280.00
Fencing - Type B (6' Height)	1,024 LF	$ 11.00 LF	$ 11,264.00
Fence Gates - Type B (Single Swing) (12')	1 EA	$ 650.00 EA	$ 650.00
Performance Turf	4,348 SY	$ 2.24 SY	$ 9,739.52
SUBTOTAL COST OF CONSTRUCTION			$ 106,291.82
Mobilization/Gen. Conditions/Overhead & Profit (20%)			$ 21,258.36
TOTAL COST TO CONSTRUCT RACETRAC DRA:			$ 127,550.18

EXCLUSIONS: Stormwater Piping/Structures from RaceTrac Site

TIPTON ASSOCIATES INCORPORATED

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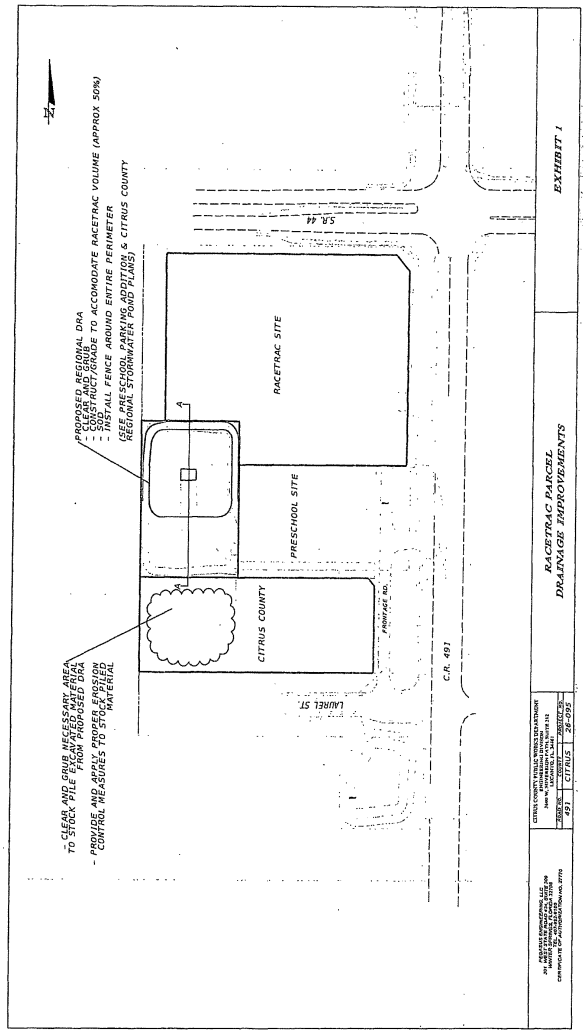
Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 848 4/19/2017 7:52 AM 30 Receipt: 2017015992
RECORDING $511.50



Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
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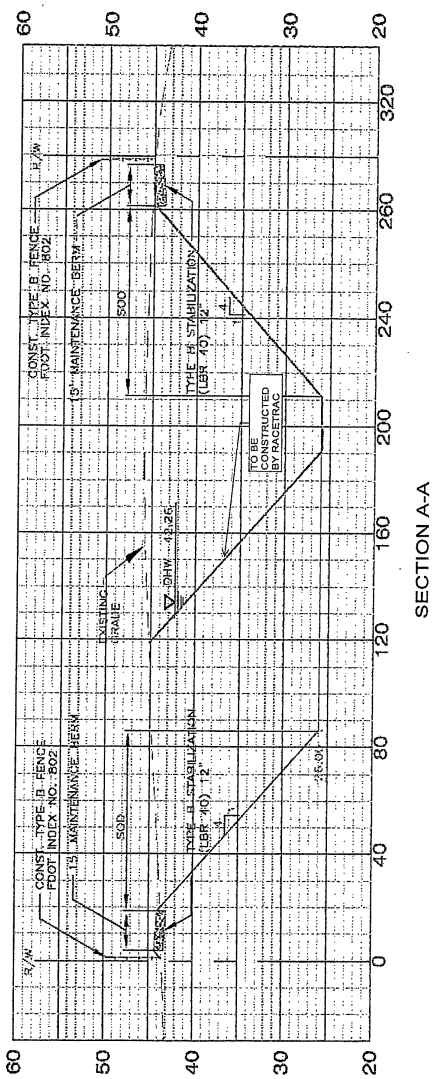
RECORDING $511.50



SECTION A-A

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Exhibit "F"
Developer's Landscape/Buffering Plan

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
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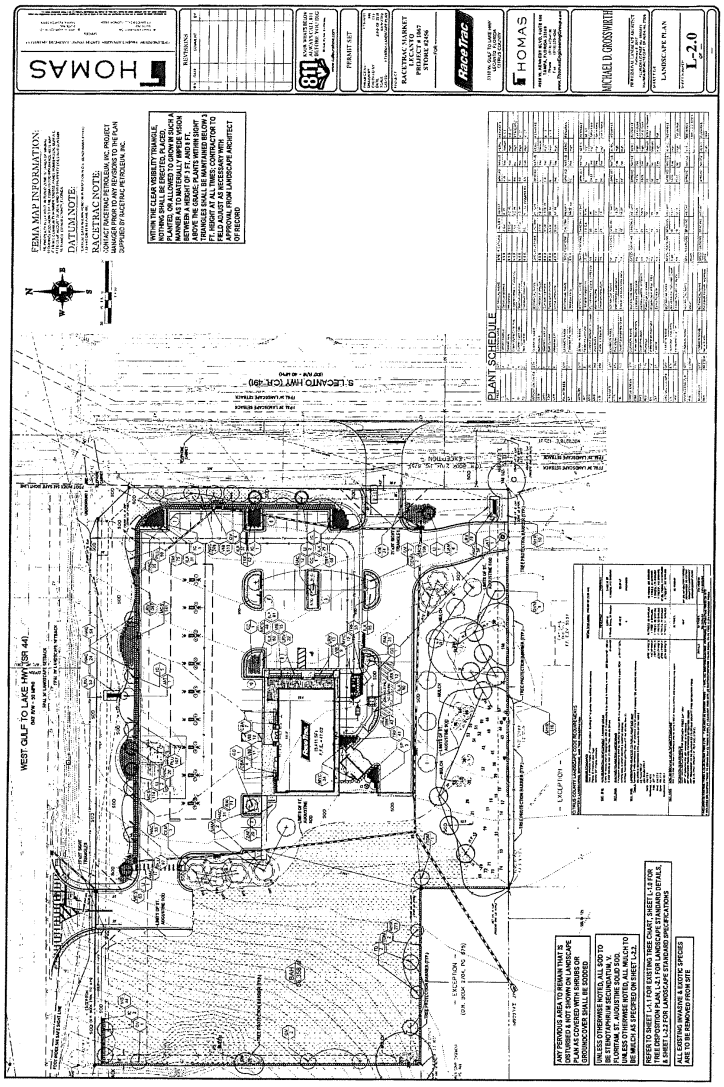

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Exhibit "G"
Developer's Sign Package

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
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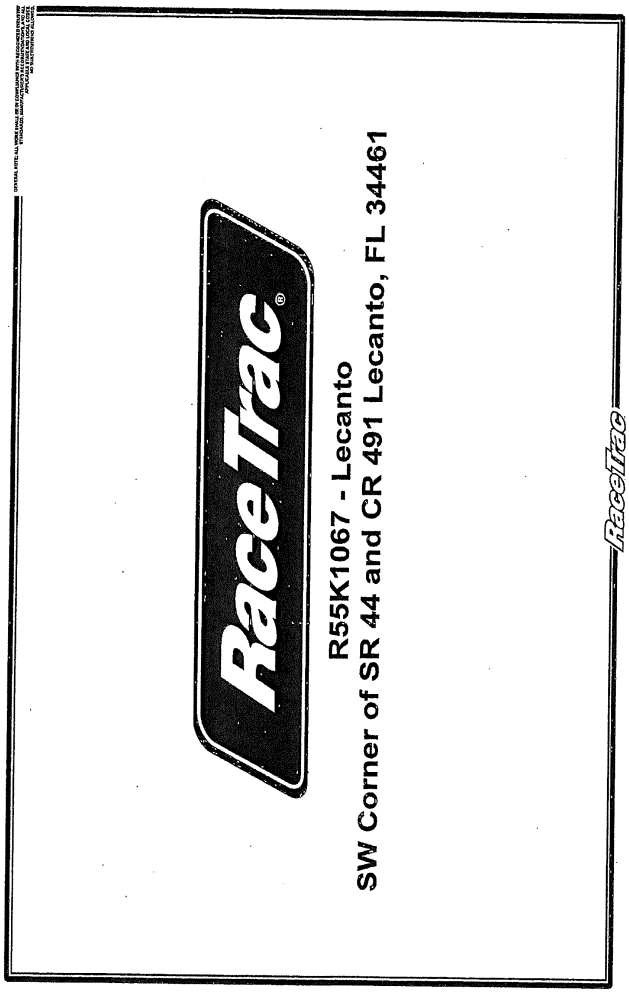

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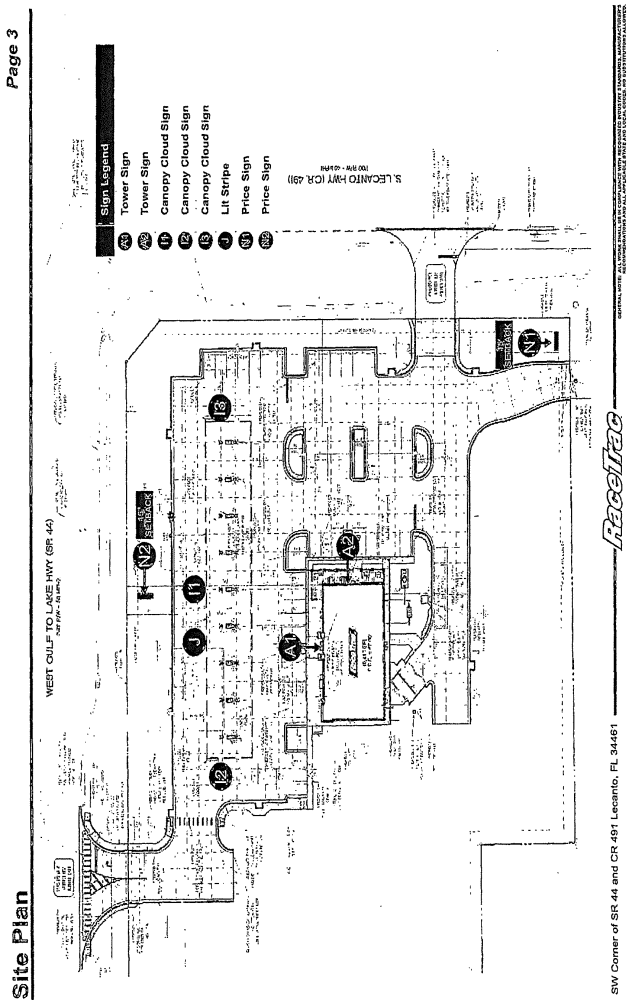
Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 854 4/19/2017 7:52 AM 36 Receipt: 2017015992
RECORDING $511.50

Site Plan



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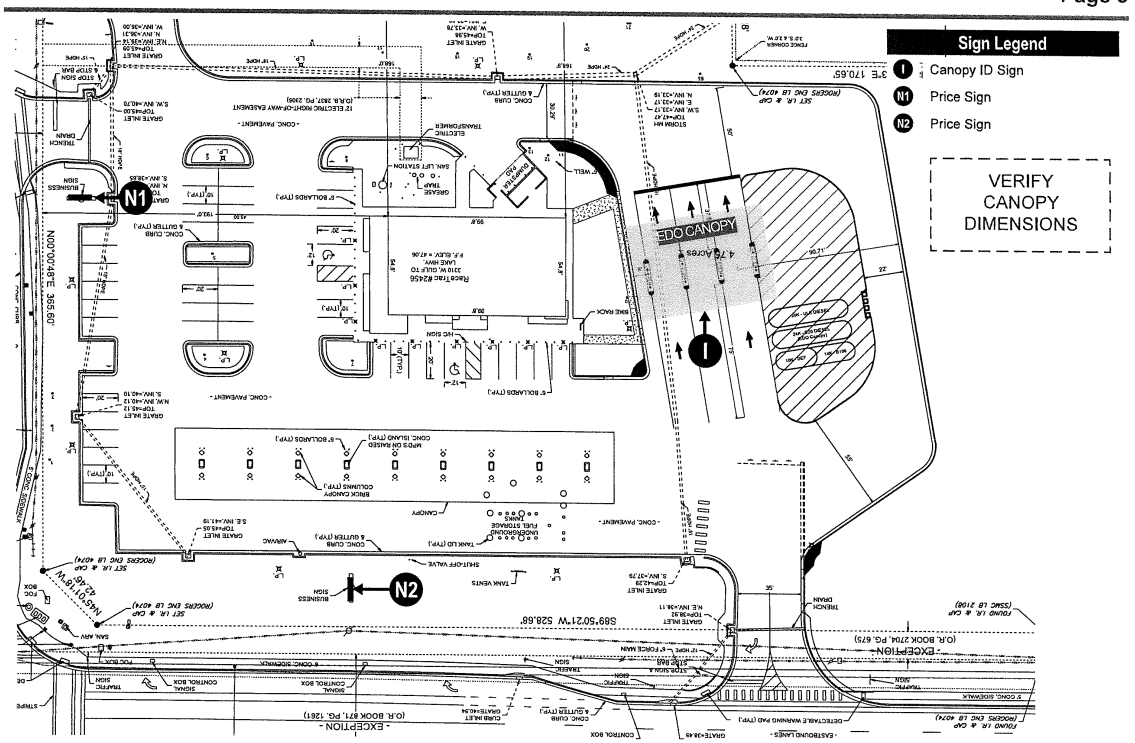
Site Plan



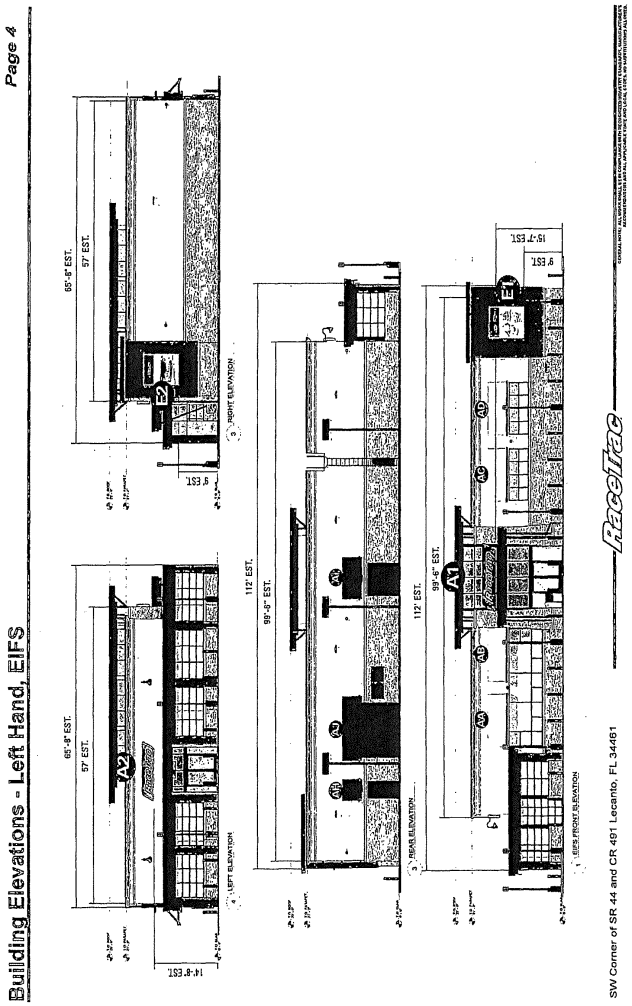
SWC of SR 44 and CR 491,
Lecanto, FL 34461

RaceTrac

GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTIONS ALLOWED.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 855 4/19/2017 7:52 AM 37 Receipt: 2017015992
RECORDING $511.50

Building Elevations - Left Hand, EIFS



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RECEIVED

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
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RECORDING $511.50

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 857 4/19/2017 7:52 AM 39 Receipt: 2017015992
RECORDING $511.50

Secondary Identification Sign - A2

SINGLE FACED
QUANTITY 1
40 SqFt Total

See Color Schedule on Page 2

SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 858 4/19/2017 7:52 AM 40 Receipt: 2017015992
RECORDING $511.50

Banner Signs - E1, E2

SINGLE FACED
QUANTITY 2
42 SqFt Each
84 SqFt Total
NOTE: Banner frame painted AKZO SIGN 31356-BRONZE.
INSTALL ONLY

E1

E2

See *Color Schedule* on Page 2

SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

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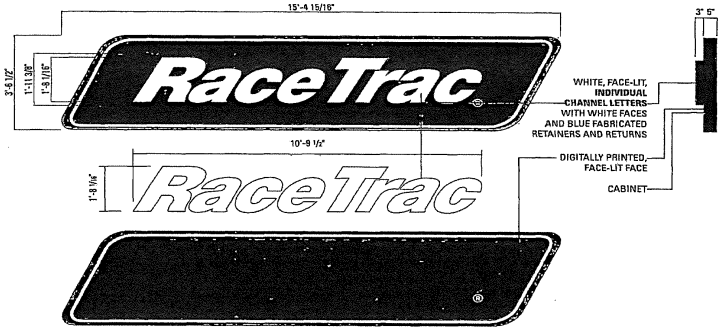
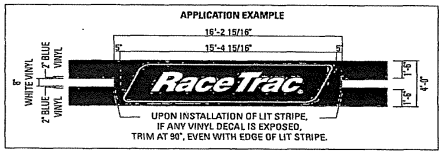
Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 859 4/19/2017 7:52 AM 41 Receipt: 2017015992
RECORDING 5511.50

55 SqFt Canopy LED Cloud Sign (I1, I2, I3)

SINGLE FACED
QUANTITY 3
165 SqFt Total





SW Corner of SR 44 and CR 491 Lecanto, FL 34461

See *Color Schedule* on Page 2

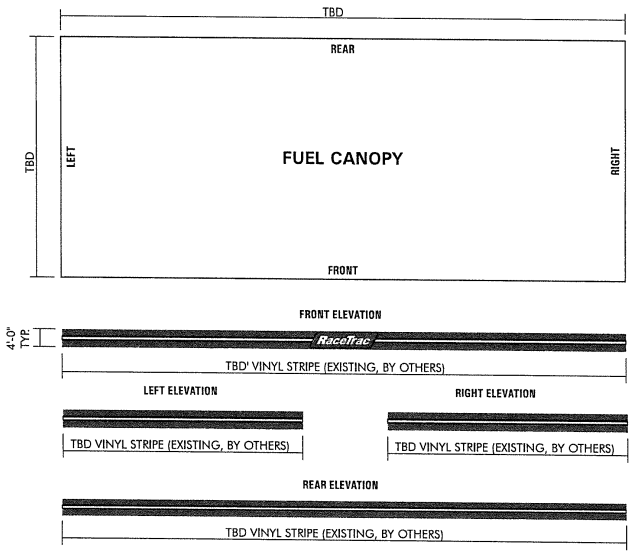
Fuel Canopy Layout

CANOPY FRONT	ITEM	SQ. FT.	LIN. FT.
	CLOUD SIGN	55	15.4
TOTAL FRONT		55	15.4

ENTIRE CANOPY		SQ. FT.	LIN. FT.
		55	15.4

VERIFY CANOPY DIMENSIONS

ACM COLORS:
Program Red
Larson Program Red



SWC of SR 44 and CR 491,
Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

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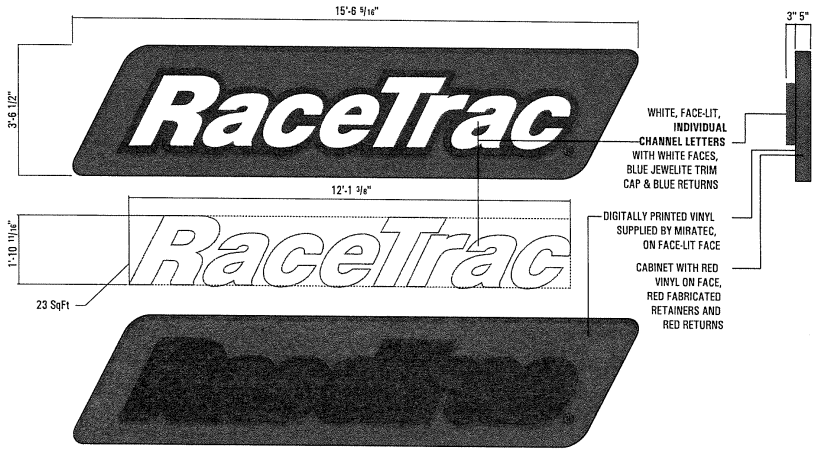
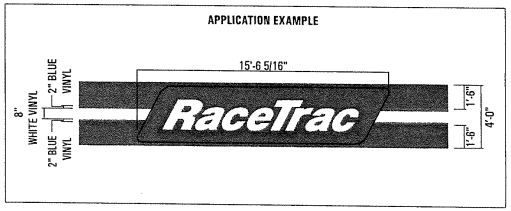
55 SqFt Canopy LED Logo Sign - I

SINGLE FACED
QUANTITY 1
55 SqFt Total





SWC of SR 44 and CR 491,
Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

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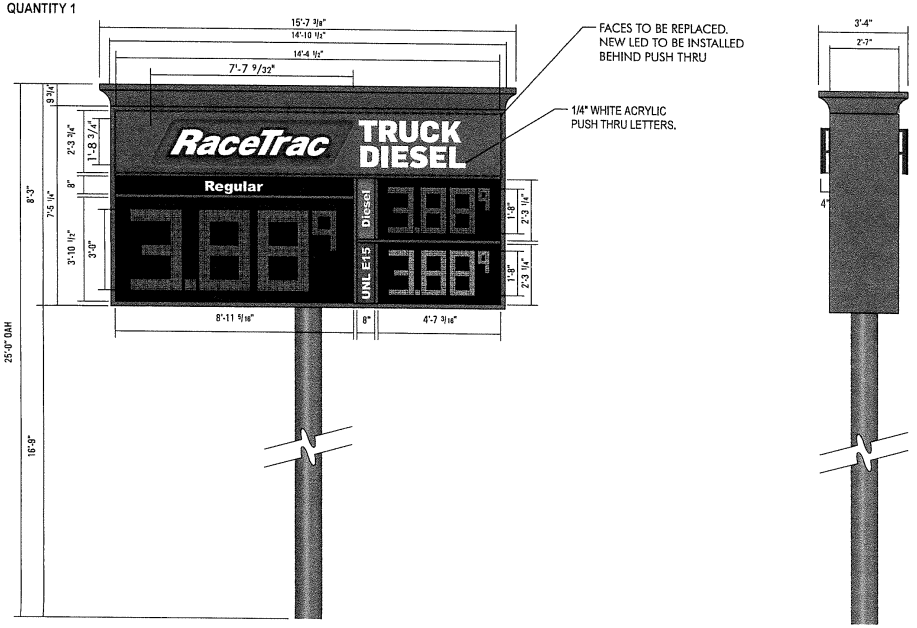
New Faces to Existing Price Sign-N1

*All sign components to be UL listed. All wiring to conform to UL specifications. Installation to be per NEC requirements. All signs to bear UL labels.

STAMPED, SEALED ENGINEERING REQUIRED
FOUNDATION INFORMATION PROVIDED BY RACETRAC. MANUFACTURER RESPONSIBLE FOR HAVING A LICENSED ENGINEER VALIDATE FOUNDATION DESIGN PRIOR TO INSTALL
DOUBLE FACED
QUANTITY 1



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

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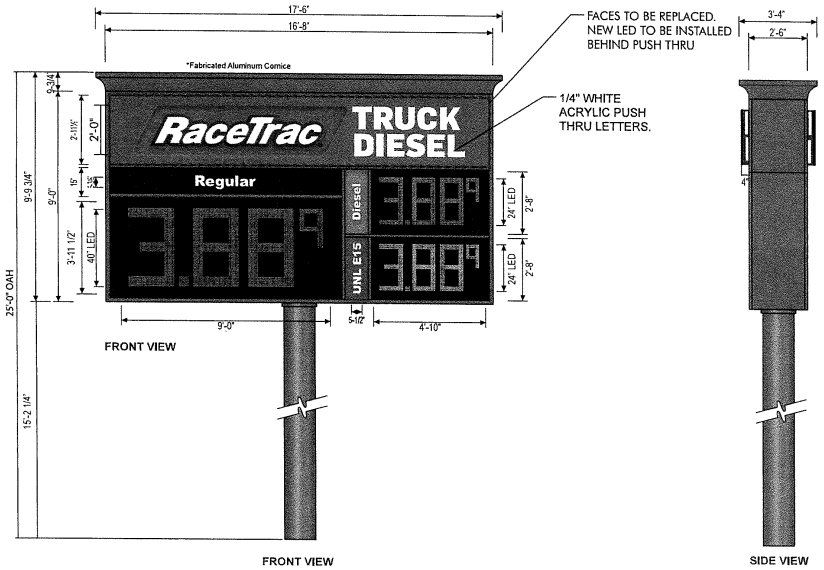
New Faces to Existing Price Sign - N2

*All sign components to be UL listed. All wiring to conform to UL specifications. Installation to be per NEC requirements. All signs to bear UL labels.

STAMPED, SEALED ENGINEERING REQUIRED
FOUNDATION INFORMATION PROVIDED BY RACETRAC. MANUFACTURER RESPONSIBLE FOR HAVING A LICENSED ENGINEER VALIDATE FOUNDATION DESIGN PRIOR TO INSTALL
DOUBLE FACED
QUANTITY 1



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

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Exhibit "H"

Gishorn Agreement

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 863 4/19/2017 7:52 AM 45 Receipt: 2017015992
RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1020 9/18/2014 4:54 PM 1 Receipt: 37201
RECORDING $146.00

CONVEYANCE AND CONSTRUCTION AGREEMENT

COUNTY OF CITRUS
STATE OF FLORIDA

THIS AGREEMENT, made and entered into on this 18th day of August, 2014, by and between **Gischorn, LLC**, a Florida limited liability company, whose address is 387 Steiner Bridge Road, Valencia, Pennsylvania 16059, (hereinafter referred to as the "Property Owner"); and **Citrus County**, 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 referred to as the "County") (collectively the "Parties").

RECITALS

WHEREAS, County representatives, property owners, business owners, healthcare providers and other interested citizens have been involved in numerous meetings to determine the feasibility, planning requirements and infrastructure design elements required for development of a medical corridor along CR 491 in Citrus County (hereinafter the "Project"), generally located between W. Horace Allen Street to the north, W. Laurel Street to the south, S. Line Road to the east and the proposed location of the Suncoast 2/3 Parkway to the west (hereinafter the "Project Area"); and

WHEREAS, as a result of these meetings, the County conducted a Corridor Planning Study and developed Comprehensive Plan Amendments necessary to facilitate the Project and interconnection with the proposed Suncoast 2/3 Parkway in the Project Area; and

WHEREAS, on February 25, 2014, the Board of County Commissioners approved the Comprehensive Plan Amendments necessary to facilitate the Project; and

WHEREAS, on May 14, 2013, the Board of County Commissioners selected an alignment and typical section for widening of CR 491 between W. Laurel Street to W. Horace Allen Street in Citrus County as part of the Project; and

WHEREAS, currently, property owners wishing to develop their property in the Project Area must pay to design, permit and construct individual drainage retention areas (hereinafter "DRAs") on their property since there is no regional drainage utility available in the Project Area; and

WHEREAS, construction of individual DRAs in this area of the County generally consumes 20% to 25% of the usable land on a building site; and

WHEREAS, such usage of land for individual DRAs on each building site is uneconomical for property owners, redundant and contrary to the County's Project planning and development goals;

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#2017017856 BK: 2823 PG: 864 4/19/2017 7:52 AM 46 Receipt: 2017015992
RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1021 9/18/2014 4:54 PM 2 Receipt: 37301
RECORDING $146.00

and

WHEREAS, a regional drainage utility coupled with a stormwater conveyance road design is more effective in treating stormwater pollution than individual DRAs, thus better protecting groundwater recharge quality and surface water quality in and around the Project Area; and

WHEREAS, a regional drainage utility coupled with a stormwater conveyance road design is more effective in controlling flooding than individual DRAs, thus increasing the effective control of flood waters in and around the in the Project Area; and

WHEREAS, the County therefore wishes to develop a regional drainage utility as part of the Project; and

WHEREAS, the County has worked cooperatively with the Southwest Florida Water Management District (hereinafter "SWFWMD") to develop a conceptual regional drainage plan for the Project which SWFWMD has approved; and

WHEREAS, the Property Owner supports the Project and owns land in the Project Area that will be required for the widening of the roadway, drainage retention areas and/or other project infrastructure requirements, more specifically described in Exhibit A attached hereto and made a part hereof by reference (hereinafter the "Project Land"); and

WHEREAS, the Property Owner wishes to encourage the County to construct the Project as soon as possible; and

WHEREAS, the Property Owner wishes to convey the Project Land to the County in exchange for constructing the Project, providing drainage capacity in the regional drainage facilities for the Property Owner's remaining land in the Project Area and the other covenants contained in this Agreement.

WITNESSETH:

Now, therefore, in consideration of ten dollars and no cents ($10.00) paid by the County to the Property Owner and the mutual covenants contained herein, together with other good and valuable consideration, the receipt of which is acknowledged by the Parties, the Property Owner hereby agrees to convey to the County, and the County agrees to accept from the Property Owner the Project Land described in Exhibit A, which is part of a parcel having a Property Appraiser Identification Number of: 18E19S04 23110, Alt Key # 1501687, upon the following terms and conditions:

1. The Parties agree the above recitals are true and correct and are therefore incorporated herein.

2. The date of this Agreement shall be the date when the last one of the Parties has signed this Agreement (hereinafter the "Effective Date").

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 865 4/19/2017 7:52 AM 47 Receipt: 2017015992
RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1022 9/18/2014 4:54 PM 3 Receipt: 37301
RECORDING $146.00

3. The County's appraiser has appraised the Project Land as indicated in Exhibit B attached hereto and made a part hereof by reference.

4. Presuming a 70% impervious surface area ratio (hereinafter "ISR"), the County's engineer has estimated the amount of land necessary for the Property Owner to develop a DRA for the portion of the Property Owner's land that lies within the same drainage basin as the Project, as well as the cost for design, permitting and construction of such DRA as indicated in Exhibit C.

5. As of the Effective Date, the County shall include the portion of the Property Owner's remaining land located within the same drainage basin as the Project as indicated in Exhibit D (hereinafter the "Remaining Land") as part of its final Project drainage permit application to SWFWMD. The Parties intend that once the SWFWMD permit is issued to the County for the Project, the Property Owner shall no longer be required to design, permit and construct DRAs on the Property Owner's Remaining Land located within the same drainage basin as the Project in order to develop that property up to 70% ISR. The Parties also intend that any DRA already existing on the Property Owner's Remaining Land located in the same drainage basin as the Project be available for other uses as such drainage will now be included in the regional drainage retention facilities permit. The developer of the Property Owner's Remaining Land will be solely responsible to seek a permit modification from SWFWMD to illustrate that the planned development on the Property Owner's Remaining Land does not exceed 70% ISR.

6. **THIS AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC).** If the BOCC does not approve this Agreement and all the terms and conditions hereof, the County shall notify the Property Owner thereof promptly in writing and this Agreement shall be null and void and all rights and liabilities arising hereunder shall terminate.

7. Property Owner agrees not to contest or in any way object to the County's application for a state environmental resource permit, SWFWMD drainage permit, or any other permit for the Project, or any subsequent application for a modification thereto. Property Owner also hereby grants a right of entry to the County, its contractors, engineers and other agents to allow the County to Construct the Project and otherwise fulfill its requirements under this Agreement. Property Owner's restrictive covenant under this paragraph shall bind all successors and assigns of the Property Owner and shall survive closing of the conveyances outlined in this Agreement.

8. A closing at which the Property Owner shall convey the Project Land by a warranty deed acceptable to the County shall occur within thirty (30) days of the Effective Date of this Agreement or such other date as the Parties mutually agree (hereinafter the "Closing"). At Closing, the Property Owner shall pay the documentary stamp tax on the deed (based upon the appraised value as provided in Exhibit B) and the County shall pay for recording the deed in the Public Records of Citrus County.

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#20170017856 BK: 2823 PG: 866 4/19/2017 7:52 AM 48 Receipt: 20170015992
RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1023 9/18/2014 4:54 PM 4 Receipt: 37301
RECORDING $146.00

9. The Property Owner shall deliver to the County, at Closing, marketable title to the Project Land free and clear of all leases, liens, mortgages and other encumbrances. The County shall, at its sole expense, acquire a title insurance policy, insuring the County's title to the Project Land in at least the full amount of the appraised value indicated in Exhibit B upon closing this transaction. Notwithstanding the date for Closing outlined in paragraph 8 above, if the County finds the title to be unmarketable, or if the County cannot obtain a commitment for the issuance of a title insurance policy on fee simple title, the County shall notify the Property Owner in writing prior to the date set for the Closing, specifying the defects which exist with respect to the title of the Project Land, and the Property Owner shall have twenty (20) days after receipt of such written notice within which to cure such defects in title to the reasonable satisfaction of the County, its attorney, and the County's title insurance company, and this conveyance shall be closed within ten (10) days after the Property Owner curing such defects and receipt of written notice thereof to the County or its attorney. Upon the Property Owner's failure to cure defects of which written notice has been given by the County, within the time provided herein, the County may avail itself of any remedy in equity or at law, including but not limited to specific performance and termination of this Agreement and all rights and liabilities arising hereunder, or may close the conveyance in the same manner as if no such defect had been found. Property Owner agrees to execute all documents necessary to obtain this title insurance policy.

10. Taxes and assessments on the Project Land shall be prorated through the date of Closing. Property Owner will deposit the prorated amount of taxes with the Escrow Agent as shall be determined by the County and the Closing Agent for the transaction. If the amount of taxes and assessments for the year in which the Closing occurs cannot be ascertained, rates, millages and assessed valuations of the previous year, with known changes, shall be used, with allowance for homestead or other exemptions if allowed for either year. All real estate taxes and assessments which are or which may become a lien against the Project Land shall be satisfied of record by Property Owner at Closing. In the event the County acquires fee title to the Project Land between January 1 and November 1, Property Owner shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Escrow Agent an amount equal to the current taxes prorated to the date of Closing. In the event County acquires fee title to the Project Land on or after November 1, Property Owner(s) shall pay to the County Tax Collector an amount equal to the taxes that are determined to be legally due and payable by the County Tax Collector, or, in the alternative, deposit said amount with the Escrow Agent.

11. Subject to the curative period provided in paragraph 9, the Property Owner shall deliver occupancy and possession of the Project Land to the County on or before the date of Closing. During the period from the Effective Date of this Agreement until the Property Owner surrenders occupancy and possession of the Project Land to the County, neither the Property Owner nor anyone under the Property Owner's control or direction shall commit or permit to be committed any act which diminishes the value of the Project Land.

12. At the Closing, the Property Owner shall furnish the County with a Property Owner's Affidavit, stating that neither the Property Owner nor anyone under the Property Owner's control or direction have taken any action to encumber the Project Land or otherwise adversely affect the

Attachment: Strike-through amendment with staff comments (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 867 4/19/2017 7:52 AM 49 Receipt: 2017015992
RECORDING $511.50

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#2014041570 BK: 2645 PG: 1024 9/18/2014 4:54 PM 5 Receipt: 37301
RECORDING $146.00

status of the title thereto between the Effective Date of this Agreement and the Closing and stating either that there have been no improvements made to the Project Land during the one hundred twenty (120) days immediately preceding the date of Closing, or, if there have been any such improvements, that all contractors, materialmen, suppliers and potential lienors in connection with said improvements have been paid in full.

13. The Project Land shall be surveyed at the expense of the County prior to the Closing. If the survey shows any encroachments on the Project Land or that any improvements located on the Project Land encroach on other lands, written notice thereof shall be given to the Property Owner to remove such encroachments within fifteen (15) days after receipt of such written notice. If the Property Owner shall fail to remove or cure said encroachments within said time, the County, at its option, may terminate this Agreement and all rights and liabilities arising hereunder, or may close the sale in the same manner as if no such encroachments had been found.

14. The covenants herein contained shall run with the Project Land and bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the Parties hereto; provided, however, that neither party shall assign this Agreement without the prior written approval of the other party, unless required by law. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include the other. No agreement or understanding, verbal or in writing, unless incorporated herein, shall be binding upon the Parties. The County may record this Agreement in the Public Records of Citrus County at its sole expense.

15. The County shall not be liable to the Property Owner or to the Property Owner's agents or representatives for any commissions, costs, or fees arising from or for the conveyance of the Project Land to the County, and the Property Owner shall defend, indemnify and hold harmless the County and its agents, employees and officers from any and all actions, awards, causes, claims, damages, judgments, losses, payments, recoveries and suits therefore arising from or out of this Agreement.

16. If any time between execution hereof and the Closing the County determines in its sole discretion that there are hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") on the Project Land, the County may terminate this Agreement and all rights and liabilities arising hereunder or may close the conveyance in the same manner as if no such Contaminants had been found. The Property Owner warrants and represents to the County that it is not aware of any Contaminants as defined herein deposited, located, placed or released on the Project Land.

17. 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

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RECORDING $511.50

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#2014041570 BK: 2645 PG: 1025 9/18/2014 4:54 PM 6 Receipt: 37301
RECORDING $146.00

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. The Parties agree to cooperate, adjust, initial, deliver, execute, re-execute and re-deliver any and all documents deemed necessary to obtain permits for the projects identified within this Agreement and to otherwise effectuate the purposes and terms of this Agreement.

19. This Agreement may be amended in writing executed by both Parties in the same manner as this Agreement.

20. The remedy for a breach of this Agreement shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

21. 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.

22. Nothing herein shall be deemed to constitute any Party as a partner or joint venturer, or to create any fiduciary relationship among the Parties. No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a Party in this Agreement.

23. 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, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.

24. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Parties at the following addresses:

To Property Owner:

Gischorn, LLC
Mark Gissendaner, Managing Member
387 Steiner Bridge Road
Valencia, PA 18059

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RECORDING $146.00

To Citrus County:

Citrus County Administrator's Office
110 Apopka Avenue
Inverness, FL 34450

With copy to:

Citrus County Engineering Department
3600 W. Sovereign Path, Suite 241
Lecanto, FL 34461

With copy to:

Frederick L. Busack, Esq.
Busack Law Firm, P.A.
100 Main Street, Suite 205
Safety Harbor, FL 34695

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.

25. To the extent the consent of any Party to this Agreement is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld.

26. The Parties agree that each one has played an equal part in the negotiation and drafting of this Agreement, and in the event of any ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

27. The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Agreement.

28. This Agreement shall constitute the entire agreement between the Parties regarding the Project.

29. Notwithstanding the foregoing, special conditions to this Agreement, if any, are included in Exhibit E, attached hereto and made a part hereof by reference.

The terms and conditions of this Agreement shall survive the closing of the conveyance of the Project Land.

[Remainder of page intentionally left blank.]

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#2017017856 BK: 2823 PG: 870 4/19/2017 7:52 AM 52 Receipt: 2017015992
RECORDING $511.50

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#2014041570 BK: 2645 PG: 1028 9/18/2014 4:54 PM 9 Receipt: 37301
RECORDING $146.00

EXHIBIT A

PROJECT LAND

SCHEDULE A
PARCEL 1013A CITRUS COUNTY, FLORIDA

DESCRIPTION:

A Portion of Section 4, Township 19 South, Range 18 East, Citrus County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of the Southeast 1/4 of Section 4, Township 19 South, Range 18 East, Citrus County, Florida; Thence Run North 89°47'00" East 673.71 feet along the South line of the Southeast 1/4 of said Section 4 to the West Line of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 4, Thence North 00°20'50" West 1200.29 feet along said West line to a point on the existing South Right of Way line of State Road 44, Thence North 89°51'38" East 54.04 feet to the POINT OF BEGINNING; Thence Continue North 89°51'38" East 609.28 feet Along said Southerly Right of Way line to a point on the existing Westerly Right of way line of County Road 491 (N. Lecanto Highway); Thence South 00°01'09" West 410.69 feet along Westerly Right of way line of County Road 491; Thence departing said West Right of Way line South 89°44'15" West 50.00 feet; Thence North 00°01'09" East 365.80 feet; Thence North 45°03'37" West 42.37 feet; Thence South 89°51'38" West 529.19 feet; Thence North 00°20'50" West 15.00 feet to the POINT OF BEGINNING.

Containing 0.674 acres or 29,376 square feet, more or less.

SURVEYORS NOTES:

1. Bearings shown hereon are based on the South line of the Southeast quarter of Section 4, Township 19 South, Range 18 East, said bearing being North 89°47'00" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and correct to the best Standards for Land Surveying CH. 5J-17.050-.052 requirements.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper.
4. I have reviewed the Stewart Title Guaranty Company Title Insurance Company title insurance File #25146-1013, dated June 17, 2013, at 8:00 a.m. and all recorded encumbrances, except liens, identified in Schedule B of the title insurance commitment have been shown or noted.

REVISED 1-04-14 jmaz
REVISED 12-12-13 jmaz

SKETCH OF DESCRIPTION	11/21/13 12-12-13 JMAZ	Drawing No.: 31247050
FOR: CITRUS COUNTY, a political subdivision of the State of Florida and Pennington Moore Wilkinson Bell & Dunbar P.A.	Job No.: 31247 / Scale: 1" = 120'	SOUTHEASTERN SURVEYING & MAPPING CORP. 5500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 fax (407) 292-0141 email: info@southeasternsurveying.com
	Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that: THIS IS NOT A SURVEY NOT VALID WITHOUT SHEET 2 OF 2	JAMES M. DUNN, JR. REGISTERED LAND SURVEYOR NO. 4235
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	

Page 9 of 17

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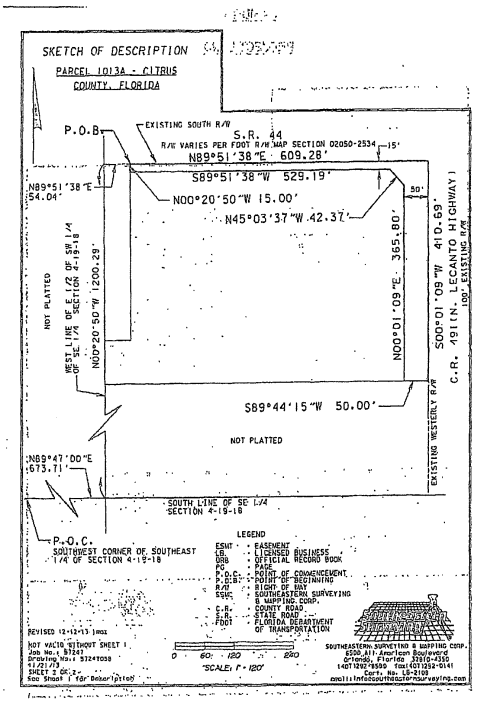
#2017017856 BK: 2823 PG: 871 4/19/2017 7:52 AM 53 Receipt: 2017015992
RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1029 9/18/2014 4:54 PM 10 Receipt: 37361
RECORDING $146.00



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RECORDING $511.50

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#2014041570 BK: 2645 PG: 1030 9/18/2014 4:54 PM 11 Receipt: 37301
RECORDING $146.00

SCHEDULE A
PARCEL 10138 - CITRUS
COUNTY, FLORIDA

DESCRIPTION:

A portion of Section 4, Township 19 South, Range 18 East, Citrus County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of the Southeast quarter of Section 4, Township 19 South, Range 18 East, Citrus County, Florida; thence North 89°47'00" East a distance of 673.71 feet along the South line of the Southeast quarter of said Section 4 to the West line of the East half of the Southwest quarter of the Southeast quarter of said Section 4; thence North 00°20'50" West a distance of 788.18 feet along said West line for a POINT OF BEGINNING; thence continue North 00°20'50" West a distance of 82.68 feet along said West line; thence North 89°52'48" East a distance of 225.00 feet; thence South 00°20'50" East a distance of 82.12 feet; thence South 89°44'15" West a distance of 225.00 feet to the POINT OF BEGINNING.

Containing 0.426 acres or 18,544 square feet, more or less.

SURVEYORS NOTES:

1. Bearings shown hereon are based on the South line of the Southeast quarter of Section 4, Township 19 South, Range 18 East, said bearing being North 89°47'00" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and correct to the best Standards for Land Surveying Ch. 5J-17.050-.052 requirements.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper.
4. I have reviewed the Stewart Title Guaranty Company Title Insurance Company title Insurance File #2546-1013, dated June 17, 2013, at 8:00 a.m. and all recorded encumbrances, except liens, identified in Schedule B of the title insurance commitment have been shown or noted.

REVISED 1/04/14

SKETCH OF DESCRIPTION | 11/21/13 | Drawing No.: S1247059 | SHEET

FOR

Job No.: S1247 | Scale: 1" = 120'

Chapter 5J-17.050-.052, Florida, Administrative Code requires that a legal description bearing bear the notation that

THIS IS NOT A SURVEY

NOT VALID WITHOUT SHEET 2 OF 2

SHEET 1 OF 2

SEE SHEET 2 FOR SKETCH

SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
p (407)292-8580 fax (407)292-0141
email: info@southeasternsurveying.com

JAMES M. DUNN IV
REGISTERED LAND SURVEYOR NO. 6256

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RECORDING $511.50

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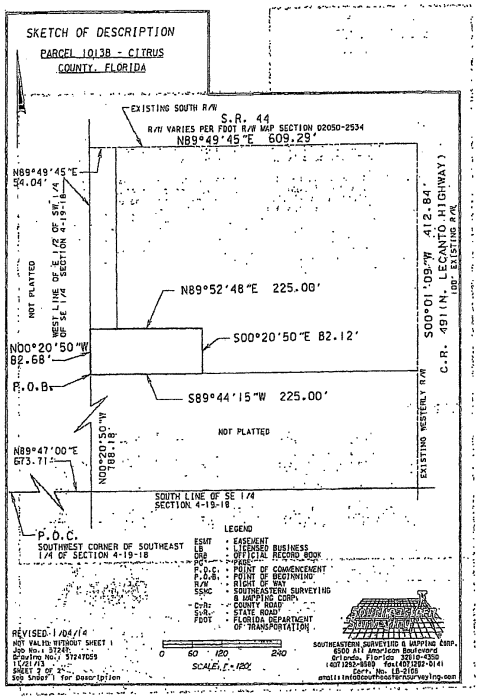
RECORDING $146.00



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RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1032 9/18/2014 4:54 PM 13 Receipt: 37301
RECORDING $146.00

EXHIBIT B

PROJECT LAND APPRAISAL

Report Summary

Appraisal Report & Property Data

Project:	County Road 491
Effective Date of the Appraisal:	January 10, 2014
Date of the Appraisal Report:	January 30, 2014
Property Owner:	Gischorn, LLC
Site Address/Location:	3510 West Gulf-to-Lake Highway
City, County, State:	Lecanto, Citrus County, Florida
Size of Subject Property:	253084 SF, 5.810 AC
Area of Proposed Acquisition(s):	
Right-of-Way	29,376 SF, 0.674 AC
Pond	18,541 SF, 0.426 AC
Area of Remainder Tract	205,167 SF, 4.710 AC
Zoning & Land Use:	"GNC", General Commercial District Acreage – Non-Waterfront
Property Rights & Interest Appraised:	Fee Simple
Access:	County Road 491 and West Gulf-to-Lake Highway

Value Conclusion

Value of the Part Taken:	$311,300
Severance Damages:	$0
Cost-to-Cure:	$0
Total:	$311,500

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RECORDING $511.50

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#201404157O BK: 2645 PG: 1033 9/18/2014 4:54 PM 14 Receipt: 37301
RECORDING $146.00

EXHIBIT C

ENGINEER'S DRA AREA & COST ESTIMATE

Owner Constructed Dry Retention Pond:*

PARCEL ID	OWNER	TOTAL PARCEL SIZE (AC)	PARCEL SIZE WITHIN PROJECT BASIN (AC)	TOTAL REQUIRED POND AREA (AC)	OWNER TOTAL COST TO DESIGN, PERMIT & CONSTRUCT POND	REMAINING DEVELOPABLE LAND AFTER POND CONSTRUCTION (AC)
1013	GISCHORN, LLC	5.81	5.81	1.29	$278,708.74	4.52

Regional Dry Retention Pond:

PARCEL ID	OWNER	TOTAL PARCEL SIZE (AC)	PARCEL SIZE WITHIN PROJECT BASIN (AC)	TOTAL REQUIRED FOR REGIONAL POND (AC)	OWNER TOTAL COST TO DESIGN, PERMIT & CONSTRUCT POND	REMAINING DEVELOPABLE LAND AFTER REGIONAL POND CONSTRUCTION FOR OWNER (AC)
1013	GISCHORN, LLC	5.81	5.81	0.426	$0	5.384

Value of land area saved by regional pond:

1.29 AC - 0.426 AC = 0.864 AC (37,635.84 SF)

37,635.84 SF @ $6.50/SF = $244,633.

TOTAL SAVINGS TO OWNER FOR USING REGIONAL POND:

DESIGN, PERMIT & CONSTRUCTION COSTS	$ 278,708.74
SAVED DEVELOPABLE LAND	+ $ 244,633.00
TOTAL	$ 523,341.74

* Wet retention pond not feasible in this location.

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RECORDING $511.50

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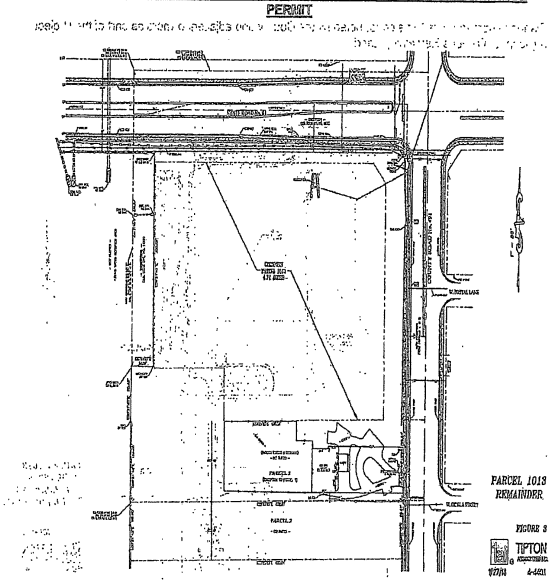
#2014041570 BK: 2645 PG: 1034 9/18/2014 4:54 PM 15 Receipt: 37301
RECORDING $146.00

EXHIBIT D

PROPERTY OWNER(S) REMAINING LAND TO BE INCLUDED IN COUNTY DRAINAGE PERMIT



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RECORDING $511.50

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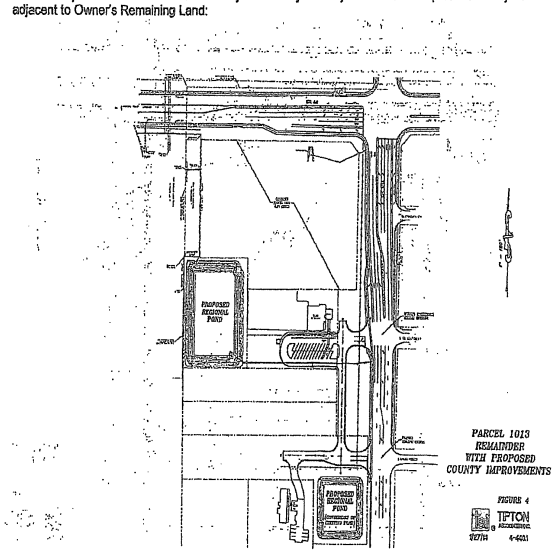
#2014041570 BK: 2645 PG: 1035 9/18/2014 4:54 PM 16 Receipt: 37301
RECORDING $146.00

EXHIBIT E

SPECIAL CONDITIONS

Planned improvements to be constructed by the County and adjacent owners as part of the Project adjacent to Owner's Remaining Land:



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RECORDING $511.50

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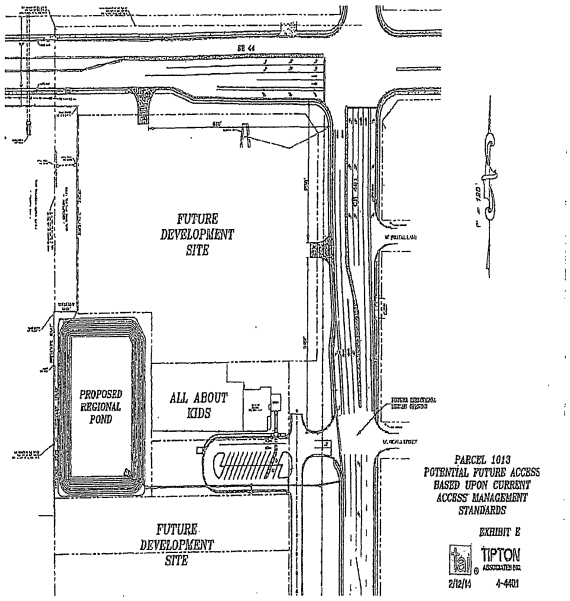
RECORDING $146.00



Page 17 of 17

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Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
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RECORDING $511.50

$
CHARGE TO: BCC
RETURN TO: COMM. RECORDS

DEVELOPMENT AGREEMENT

CITRUS COUNTY FLORIDA

This Development Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the 11th day of April, 2017, by and among Citrus County, Florida, a political subdivision of the State of Florida, whose mailing address is 110 N. Apopka Avenue, Inverness, Florida 34450 (hereinafter referred to as "County"), Gishorn, LLC, a Florida limited liability company whose address is 387 Steiner Bridge Road, Valencia, Pennsylvania 16059 (hereinafter referred to as "Owner"), and RaceTrac Petroleum, Inc., a Georgia corporation, whose mailing address is 3225 Cumberland Boulevard, Atlanta, Georgia 30339 (hereinafter referred to as "Developer") (hereinafter all of the above referred to as the "Parties").

RECITALS

WHEREAS, it is the function of the County to protect public and private property and to coordinate development within the County as provided by the laws of the State of Florida; and

WHEREAS, it is the function of the County to prevent the creation of health and safety hazards or conditions which result in a detriment to citizens; and

WHEREAS, this Agreement is authorized by Section 163.3220 et. seq., Florida Statutes, and Chapter 12, of the Citrus County Land Development Code, as they existed as of the Effective Date;

WHEREAS, the Citrus County Land Development Code Ordinance 2012-06, allows the execution of a Development Agreement to include agreed upon conditions, the timeline of construction, hours of operation, maintenance agreements, and reference of amenities and performance bonding for private and public improvements, as based upon County ordinances and development approval conditions outlined herein; and

WHEREAS, the Developer is desirous of developing land within the county more particularly described in Exhibit A attached hereto and made a part hereof by reference (hereinafter referred to as the "Development Parcel"); and

WHEREAS, the Developer would like to request approval from the Board of County Commissioners of Citrus County (hereinafter the "BOCC") to construct a development known as a RaceTrac Neighborhood Market on the Development Parcel (hereinafter referred to as the "Development") subject to the conditions outlined herein; and

WHEREAS, the Development as set forth herein is consistent with the Citrus County Comprehensive Plan and Citrus County Land Development Code; and

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

WHEREAS, this Agreement was presented to the BOCC at a duly noticed public hearing on _____, 2017 in accordance with the requirements of Florida law and codes and ordinances of Citrus County, Florida; and

WHEREAS, the Parties hereto desire to enter into this legally binding Agreement in reference to the aforesaid Development,

NOW, THEREFORE, in consideration of the foregoing premises, the conditions, and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to be legally bound as follows:

1. **Recitals**. The foregoing recitals are true and correct and are expressly incorporated herein by reference.

2. **Effective Date & Recording**. Pursuant to Section 163.3239, Florida Statutes, this Agreement shall be recorded by Owner with the Clerk of the Circuit Court of Citrus County within five (5) business days of the last party's execution. Owner shall pay the cost of recording. This Agreement will only become effective when it is properly recorded in the public records of the County (the "Effective Date").

3. **Agreement Term and Extensions**. Unless otherwise provided in this Agreement, this Agreement shall be valid for ten (10) years from the Effective Date. This Agreement may be extended by mutual consent of the Parties, subject to a public hearing pursuant to Section 163.3225, Florida Statutes. Notwithstanding the foregoing, the rights, privileges, obligations and covenants of Developer and the County shall survive the completion of the work of Developer with respect to completing the transportation, storm water, potable water, reclaimed water and/or wastewater facilities and services to any phase area and to the Development Parcel as a whole.

4. **Owner Representations.** Owner represents that it is the current fee simple owner of the Development Parcel identified on Exhibit A and Developer is authorized to enter into this Agreement. Owner acquired its fee interest in the Development Parcel via the instruments attached hereto as Exhibit B.

5. **Developer Representations**. Developer represents that it has the right to enter into this Agreement. Developer further represents that, if approved, it intends to begin construction of the Development as indicated in the conceptual site plan attached hereto as Exhibit C and made part hereof by reference (hereinafter referred to as the "Conceptual Site Plan") within approximately 6 months from the Effective Date and complete the Development within approximately 18 months from the Effective Date. Notwithstanding anything to the contrary, the maximum intensity of development on the Development Parcel shall not exceed 10,000 square feet with respect to the convenience store building together with the other improvements set forth on the Conceptual Site Plan.

6. Agreement Precedence. The Parties agree, and all other future third parties are hereby put on notice that the rights of the County, the development limitations and all other matters affecting the Development, pursuant to the covenants of this Agreement, are in all ways superior in right, title, and interest to any subsequent mortgage, mechanics lien, or lien of any other type or other legal or equitable interest, and that the rights of the County as contained herein and the development limitations or permissions contained herein or conferred, while not creating a lien on the Development Parcel, shall not be in any way subject to foreclosure or elimination due to subsequent event or the rights of third parties which are not otherwise expressly set forth herein. The rights outlined herein shall run with the land unless terminated as provided in this Agreement.

7. Fees. For all new development authorized by this Agreement all applicable impact fees, development review fees, building permit fees, and all other fees of any type shall be paid by the Developer in accordance with the County Fee Schedule and in such amount applicable as they become due and payable except as is otherwise specifically provided herein.

8. Equitable Estoppel and Vested Rights Option. The Parties agree that the County's willingness to enter into this Agreement, the staff approval or recommendation relative to the proposed Development, land use plan designations, the passage of ordinances attempting to modify the land use designations, submittals to or before the BOCC, and any other act in furtherance of this Agreement by the County, including negotiations leading up to the execution of this Agreement, shall not be used by Owner, Developer, or their respective successors in interest in any way whatsoever as committing the County legally through the theory of equitable estoppel or any other legal theory to the approval of such proposed Development in the event that this Agreement does not take effect in all material respects. The Parties further agree that any and all actions by the County, Owner or Developer or their representatives in negotiation of this Agreement, including all efforts in the implementation of this Agreement or submittals to other governmental bodies, shall in no way be deemed to be an action in reliance giving rise to an equitable estoppel. In the event that it is not possible to implement this Agreement fully, the Parties' legal positions will be identical to the legal positions that they would have maintained if the proposed Development of the Development Parcel had never been discussed among them, unless otherwise specifically identified in this Agreement. Notwithstanding the foregoing, it is recognized between the Parties that at the end of the term of this Agreement, the Owner and/or Developer may proceed through a vested rights determination as provided by the County Code in effect at the time of such vested rights application.

9. Required Permits.

9.1 Local development permits and/or orders which will need to be approved and issued include, but are not limited to, any final local development order authorizing construction under the concurrency provisions of the County's comprehensive plan.

9.2 All government approvals and permits for the Development Parcel shall be obtained by the Developer at the Developer's sole cost. The Developer agrees to comply with all regulations, approvals and specifications enacted or promulgated by the Federal Government,

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Florida Department of Environmental Protection, Florida Department of Transportation and the Southwest Florida Water Management District.

9.3 In the event any approvals necessary for the Development are not received, action and reliance on this Agreement and expenditures in pursuant of its terms and of any right accruing to the Owner and/or Developer shall not vest any development rights in said parties, or their successors or assigns, nor shall it constitute partial performance entitling said parties to a continuation of this Agreement.

9.4 Developer shall, prior to the start of any site preparation activity, at the Development Parcel, including, clearing, grubbing, grading, etc., obtain from the County all applicable permits in accordance with the requirements of all pertinent County ordinances.

9.5 All Parties specifically agree that any permits issued in accordance with appropriate County ordinances, shall automatically be revoked by the County if the Developer, its contractors or subcontractors or builders fail to comply with any portion of this Agreement, after the County provides written notification to the Developer and the Developer is provided a minimum of fourteen (14) days to remedy the situation, but fails to do so. Exception shall be made for erosion control and dust control where the Developer shall be required to immediately correct the violation.

10. Terms. Developer intends to develop the Development Parcel consistent with what is indicated on the Conceptual Site Plan. The Developer shall comply with additional conditions, terms, restrictions, and/or other requirements as may be reasonably approved by the County when determined necessary for the public health, safety or welfare of its citizens as it applies to land development standards for such components as utilities (drainage, water, and sewer), signs, transportation facilities/access, landscaping/buffering, and other Land Development Code design standards, including but not limited to the Special Conditions outlined in Exhibit D attached hereto and made part hereof by reference (hereinafter referred to as the "Special Conditions"). To the extent terms outlined in the Special Conditions are inconsistent with the terms outlined in other portions of this Agreement, the terms outlined in the Special Conditions shall take precedence.

11. Disclosure Responsibility. Owner assumes responsibility for disclosure of the conditions, terms, restrictions, and/or other requirements to subsequent tenants or purchasers of the Development Parcel. The County reserves its enforcement rights granted whether or not subsequent ownership or lessees have "actual" or constructive knowledge of this Agreement or any potential violations hereunder.

12. Requirements During Construction.

12.1 All erosion and sedimentation controls shall be installed and maintained in accordance with an approved plan and report by a Department of Environmental Protection Permit prior to any other construction activity occurring at the Development.

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

12.2 For construction activities performed by the Developer pursuant to this Agreement, the Developer is also responsible for ensuring that water and wastewater service at the Development Parcel, and any off-site areas affected by Developer's activities, remains active without interruption to existing utility customers. If interruption of utility service is necessary, the Developer must obtain written authorization from the County.

12.3 During construction activities performed by the Developer pursuant to this Agreement, the Developer shall police the construction area daily, keeping the site safe and free and clear of all rubbish, refuse, brush, debris, and discarded building materials so as not to create a public nuisance. The Developer may accumulate said material in an area approved by the County until such time as the accumulated matter is removed from the site by the Developer provided that the County, at its sole discretion, may require the removal of said material by written communication, indicating the reasons therefore, at any time during the development. The Developer shall remove from the site and dispose of all rubbish, refuse, debris and discarded building materials, leaving the Development free and clear of the same prior to the release of any remaining financial security or final acceptance of any public improvements. The burning of any rubbish, refuse, and debris shall be in accordance with County ordinances and shall require a separate permit.

12.4 Throughout the time that the Development is being constructed, the Developer shall maintain all storm water detention and best management practices as required by County ordinances.

12.5 During the construction of any and all phases, parking for vehicles related to the construction activities shall be arranged so as not to create a potential traffic hazard.

12.6 Unless otherwise exempted pursuant to the County ordinances, the Developer shall not erect nor permit any agent of the Developer to erect any sign related to the Development unless first obtaining a sign permit from the County.

13. Inspections. All Parties to this Agreement give specific permission for the County, its employees, agents or contractors to conduct inspections on its property. These inspections may take place at any time and with any frequency the County deems appropriate in order to insure construction in accordance with approved specifications. The Developer shall notify the County twenty four (24) hours prior to the following activities: excavating, embankment construction, detention pond construction, installation of storm sewers, under drain, subgrade, base course, binder course, wearing course, and commencement of seeding.

14. Insurance. The Developer shall cause its contractors and/or subcontractors to obtain and maintain liability and other commercially reasonable insurance coverage customarily maintained in similar developments, in amounts required by the County to furnish certificates of insurance to the County, whenever contractors are installing improvements located on existing public road rights-of-way and as may otherwise by required by the County. All insurance policies shall name Citrus County, a political subdivision of the State of Florida, as an additional insured.

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

15. Transfer. It is specifically understood by all Parties that this Agreement is binding upon all Parties, their successors and assigns. This Agreement shall constitute a covenant running with the land and shall be recorded in the Public Records of the County as provided herein.

16. Entire Agreement, Amendments, Applicable Law & Venue. This Agreement supersedes all previous agreements or representations either verbal or written, heretofore in effect among the Parties, made with respect to the matters herein contained, and when duly executed, constitutes the agreement among the Parties. No additions, alterations, variations or waivers to this Agreement shall be made except by written agreement executed with the same formality of this Agreement and shall be governed by the process set forth in Section 163.3225, Florida Statutes, and the public hearing process set forth in Chapter 12 of the Land Development Code. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the County. Citrus County, Florida shall be the venue for any legal proceeding pertaining to the subject matter of this Agreement.

17. Notices. Any notice or request required or authorized to be given by the terms of this Agreement or under any applicable law by any party shall be in writing, hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested or by FedEx or other nationally recognized overnight courier. Such written notice shall be addressed as follows:

County: Citrus County, Florida, a political subdivision of the state of Florida
Attn: County Administrator
110 N. Apopka Avenue
Inverness, FL 34450

Copy to: Citrus County, Florida, a political subdivision of the state of Florida
Attn: County Attorney
110 N. Apopka Avenue
Inverness, FL 34450

Owner: Gishorn, LLC
Attn: Mark Gissendaner, Managing Member
387 Steiner Bridge Road
Valencia, PA 16059

Copy to: Sitko Bruno LLC
Attention: Judy A. Bruno, Esq.
2740 Smallman St.
Suite 300
Pittsburgh, PA 15222

Developer: RaceTrac Petroleum, Inc.
Attn: Philip F. West, Esq.
3225 Cumberland Boulevard

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Atlanta, GA 30339

Copy to: Thomas R. Sullivan, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801

Any party may, by subsequent written notice, designate a different address or party for receiving notice.

18. **Disclaimers & Limitations on Liability.** The Parties deem each other to be independent contractors, and not agents of the other.

19. **Indemnity.**

(a) Developer shall indemnify completely, defend and save harmless the County, its elected officers and Commission Members, agents, contractors and employees from any and all costs and claims, liability, demands, damages, expenses, fines, penalties, suits, proceedings, actions and fees, including attorney's fees and costs, for injury (including death) to persons or damage to property or property rights that may arise from or be related to acts, errors, or omissions of the Developer, its respective agents, employees, servants, licensees, invitees or contractors or by any person under the control or direction of Developer in connection with the Development, and shall indemnify the County as aforesaid from all liability, claims and all other items above mentioned, arising or growing out of or connected with any default, breach, violation or nonperformance by the Developer of any covenant, condition, agreement or provision contained in this Agreement.

(b) Owner shall indemnify completely, defend and save harmless the County, its elected officers and Commissioner Members, agents, contractors and employees from any and all costs and claims, liability, demands, damages, expenses, fines, penalties, suits, proceedings, actions and fees, including attorney's fees and costs, for injury (including death) to persons or damage to property or property rights that may arise or be related to the gross negligence or willful misrepresentation of Owner.

(c) To the extent allowed by State law, including but not limited to Chapter 768, Florida Statutes, County agrees to hold Owner and Developer harmless from negligent acts or commissions of County, its officers, employees, or agents arising out of their activities related to this Agreement. Nothing contained herein shall be constructed as a waiver by the County of its rights to sovereign immunity under Section 768.28, Florida Statutes, nor shall entering into this Agreement by construed as a waiver of the sovereign immunity limits established by State law.

(d) The aforesaid indemnities shall survive the completion of the Development and the termination of this Agreement.

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

20. Force Majeure. No party shall be liable or responsible to any other party by reason of the failure or inability of such party to take any action it is required to take or to comply with the requirements imposed hereby (or any injury to another party or by those claiming by or through such other party), which failure inability or injury is caused directly or indirectly by force majeure as hereinafter set forth). The term "force majeure" as employed herein shall mean Acts of God; strikes; lock-outs or other industrial disturbance; acts of public enemies; war; blockades; riots; acts of armed forces, militia, or public authority; epidemics, breakdown of or damage to machinery, road systems, drainage or flood control systems, traffic control devices, pumps or pump lines; landslides; earthquakes; fires; storms (including but not limited to hurricanes); floods or washouts; arrests, title disputes or other litigation; governmental restraints of any nature whether Federal, State, County, Municipal or otherwise, whether civil or military; civil disturbances; explosions; failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to existing or future rules, regulations, orders, laws or proclamations whether Federal, State, County, Municipal or otherwise, whether civil or military; or by other causes, whether or not the same kind as enumerated herein, not within the sole control of the party claiming force majeure and which by exercise of due diligence such claiming party is unable to overcome.

21. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of any action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee thereof.

22. Disclaimer of Security. Notwithstanding any other provision of this Agreement, the Developer expressly acknowledges that it has no pledge or lien upon any real property (including, specifically, the County's transportation or utility systems), any personal property, or any existing or future revenue source of the County (including, specifically, any revenue or rates, fees, or charges collected by the County in connection with any County system) as security for any amounts of money payable by the County under this Agreement.

23. Enforcement. As provided by Section 163.3243, Florida Statutes, any party to this Agreement may file an action for injunctive relief to enforce the terms of this Agreement.

24. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

25. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he or she has the full power and authority to bind any corporation, partnership, or any other business entity for which he or she purports to act hereunder.

26. Time. Time is the essence for each and every term of this Agreement.

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

27. Counterparts & Captions. This Agreement may be executed in counterparts, each of which shall be deemed an original. The captions are for convenience of reference only and shall not affect the construction to be given any of the provisions hereof.

28. Waivers & Extensions. No waiver or any breach of this Agreement or provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provisions herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

29. Construction. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties hereto. In constructing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders.

[Signatures appear on the following pages]

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

IN WITNESS WHEREOF, the Parties, having read, understood and freely agreed to the conditions herein, and being duly authorized and intending to be legally bound hereby, and to legally bind the successors, assigns, grantees, agents and officers of the parties, do hereby seal and deliver this Agreement on the day set forth below.

Signed and sealed this 17th day of April, 2017.

OFFICE OF CIRCUIT COURT SEAL CITRUS COUNTY, FLORIDA

"COUNTY"

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

By: _____
Scott Carnahan, Chairman

ATTEST: _____
Angela Vick, County Clerk

Approved as to Form:

_____
Denise A. Dymond Lyn, County Attorney

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 17th day of April, 2017, by Scott Carnahan, who is known to me ✓ or produced ___ as identification as Chairman of Citrus County, Florida, a political subdivision of the State of Florida, on behalf of Citrus County.

SALLY L. PARKER
Commission # FF 171966
Expires December 29, 2018
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public
State of Florida at Large

My Commission Expires:

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 829 4/19/2017 7:52 AM 11 Receipt: 2017015992
RECORDING $511.50

"OWNER"

Witnesses:

GISHORN, LLC, a Florida limited liability company

Printed Name: Matthew T. Mitsch

By: Mark Gissendaner
Name:
Title: Pres. Mgr.

Printed Name: Rose Mary Mitsch

STATE OF PA
COUNTY OF Allegheny

The foregoing instrument was acknowledged before me this 3 day of April, 2017, by MARK Gissendaner, as _____ of Gishorn, LLC, a Florida limited liability company, who is known to me ✓ or who produced _____ as identification and who did ___ or did not ___ take an oath

Notary Public

My Commission Expires: Nov 21, 2017

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Rose Mary Mitsch, Notary Public
Shaler Twp., Allegheny County
My Commission Expires Nov. 21, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

\7\425 - # 10435391 v8

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 830 4/19/2017 7:52 AM 12 Receipt: 2017015992
RECORDING $511.50

"DEVELOPER"

Witnesses:

RACETRAC PETROLEUM, INC.,
a Georgia corporation

Printed Name: SARAH R MCGOWAN

By: _____
Name: BRIAN THORNTON
Title: VICE PRESIDENT

Printed Name: Don Janssen

STATE OF GEORGIA
COUNTY OF ~~COBB~~ FULTON

The foregoing instrument was acknowledged before me this 9 day of FEBRUARY 2017, by BRIAN THORNTON, as VICE PRESIDENT of RaceTrac Petroleum Inc., a Georgia corporation, who is known to me X or who produced _____ as identification and who did ____ or did not X take an oath

MARK D HUDGINS NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES SEPTEMBER 21, 2020

Notary Public

My Commission Expires: 9/21/20

\7\425 - # 10435391 v5

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

EXHIBIT LIST

EXHIBIT A	Development Parcel Legal Description & Sketch
EXHIBIT B	Owner's Deed
EXHIBIT C	Conceptual Site Plan
EXHIBIT D	Special Conditions
EXHIBIT E-1	County's Cost Estimate Right Turn Lane and Modify County Road 491 Driveway
EXHIBIT E-2	County Cost Estimate RaceTrac DRA: Preschool Parking Addition and Citrus County Regional Stormwater Pond
EXHIBIT F	Developer's Landscape/Buffering Plan
EXHIBIT G	Developer's Signage Plan
EXHIBIT H	Gishorn Agreement

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 832 4/19/2017 7:52 AM 14 Receipt: 2017015992
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Exhibit "A"

Development Parcel Legal Description & Sketch

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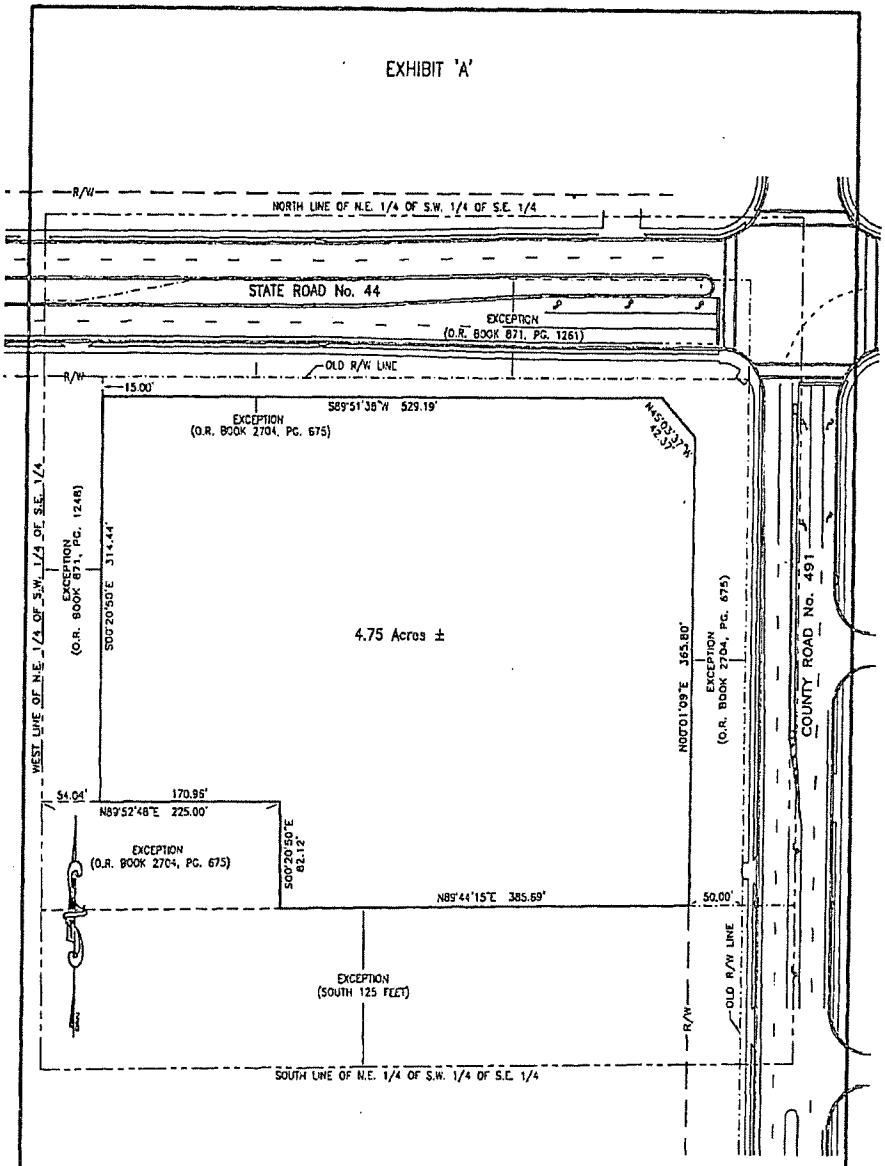
Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 833 4/19/2017 7:52 AM 15 Receipt: 2017015992
RECORDING $511.50

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

EXHIBIT 'A'



LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CITRUS, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE NE 1/4 OF THE SW 1/4 OF THE SE 1/4, EXCEPT THE SOUTH 125 FEET AND EXCEPT RIGHTS-OF-WAY OF S.R.#44 AND S.R. #491, IN SECTION 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST, CITRUS COUNTY,FLORIDA.

LESS AND EXCEPT LANDS CONVEYED TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 871,PAGE 1248 AND AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 871, PAGE 1261, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

ALSO LESS AND EXCEPT LANDS CONVEYED TO CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2704, PAGE 675, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.

ROGERS ENGINEERING, LLC
Civil Engineering & Land Surveying
• 1105 S.E. 3rd Avenue • Ocala, Florida 34471
• Ph. (352) 622-9214 • Lic. Bus. #4074

SCALE	DATE
1" = 100'	1-31-17

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 834 4/19/2017 7:52 AM 16 Receipt: 2017015992
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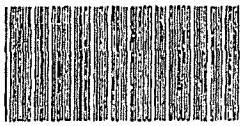
Exhibit "B"

Owner's Deed

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 835 4/19/2017 7:52 AM 17 Receipt: 2017015992
RECORDING $511.50



2011043436 4 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: $35.50
DOCUMENTARY TAX: $0.70
2011043436 BK:2645 PG:315
10/25/2011 12:00 PM 4 PGS
JCARROLL,DC Receipt #038186

PIN #: 18190423110

Prepared by and return to:
Judy A. Bruno, Esquire
Sitko Bruno, LLC
2740 Smallman Street, Suite 300
Pittsburgh, PA 15222

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed this 11th day of October, 2011 by:

Mark Gissendaner, an individual, with an address at 387 Steiner Bridge Road, Valencia, Pennsylvania 16059, and **Kim Ann Kloecker, an individual**, with an address at 2118 Strong Road, Waterford, Pennsylvania 16441

hereinafter collectively called the Grantor, to:

GISCHORN, LLC, a Florida limited liability company, with an address at 387 Steiner Bridge Road, Valencia, Pennsylvania 16059

hereinafter called the Grantee.

Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

WITNESSETH, that the Grantor, for and in consideration of the sum of **Ten Dollars and No/100ths ($10.00)** and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, and sells unto the Grantee, and Grantee's successors, and assigns forever, all that certain parcel of land in the County of Citrus, State of Florida (the "Property"), to wit:

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

N.E. ¼ of S.W. ¼ of S.E. ¼ except S. 125 feet and except right-of-way of S.R. #44/491, Section 4, Township 19 South, Range 18 East, a/k/a S.W. Corner S.R. 44 & 491, Lecanto, Florida.

Less the following Parcel for State Road No. 44 as conveyed by Warranty Deed (Book 871, page 1248):

STATE ROAD NO. 44 – PARCEL 1051

Commence at the NW Corner of the NE ¼ of SW ¼ of SE ¼ of Section 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST, Citrus County, Florida, thence S. 0° 38' 32" E. along the West line of the NE ¼ of SW ¼ of SE ¼ of Section 4, TOWNSHIP 19 SOUTH, RANGE 18 EAST, a distance of 125.69 feet to the POINT OF BEGINNING, thence continue S. 0° 38' 32" E. along said line a distance of 330.00 feet, thence N. 89° 35' 06" e. 54.04 feet, thence N. 0° 38' 32" W. 330.00 feet, thence S. 89° 35' 06" W. 54.04 feet to the Point of Beginning.

Commonly known as: 00810 S Lecanto, Lecanto, FL

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

UNDER AND SUBJECT TO all easements, rights-of-way, restrictions, leases, matters and conditions appearing in prior instruments of record and all easements, rights-of-way, restrictions, leases, matters and conditions to which Grantor's title is subject.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby specially warrants the title to the land, and Grantor will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

This conveyance is from individuals to a limited liability company, which limited liability company is comprised solely of the individuals as members, and is therefore subject to the minimum amount of transfer tax of $0.70.

The individuals that comprise the Grantor do hereby state that the property conveyed is not the residence of either individual.

[signature lines on next page]

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

IN WITNESS WHEREOF, the Grantor has executed this document as of this 11 day of Oct., 2011.

WITNESS:

Print Name: GLENN A HOFFIELD

MARK GISSENDANER, an individual

Print Name: Kathleen Baynard

KIM ANN KLOECKER, an individual

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Allegheny)

BEFORE ME, a Notary Public in and for said county and state, personally appeared MARK GISSENDANER, an individual personally known to me or satisfactorily proven to be the person who executed the foregoing Deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of this 11 day of Oct, 2011.

My commission expires: Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary Alice McCafferty, Notary Public
Richland Twp., Allegheny County
My Commission Expires Dec. 27, 2014
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Erie)

BEFORE ME, a Notary Public in and for said county and state, personally appeared KIM ANN KLOECKER, an individual personally known to me or satisfactorily proven to be the person who executed the foregoing Deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as of this 17th day of October, 2011.

My commission expires: Notary Public

NOTARIAL SEAL
J KEVIN MAJEWSKI
Notary Public
WATERFORD TWP., ERIE COUNTY
My Commission Expires Jun 15, 2014

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 839 4/19/2017 7:52 AM 21 Receipt: 2017015992
RECORDING $511.50

Exhibit "C"

Conceptual Site Plan

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2833 PG: 840 4/19/2017 7:52 AM 22 Receipt: 2017015992
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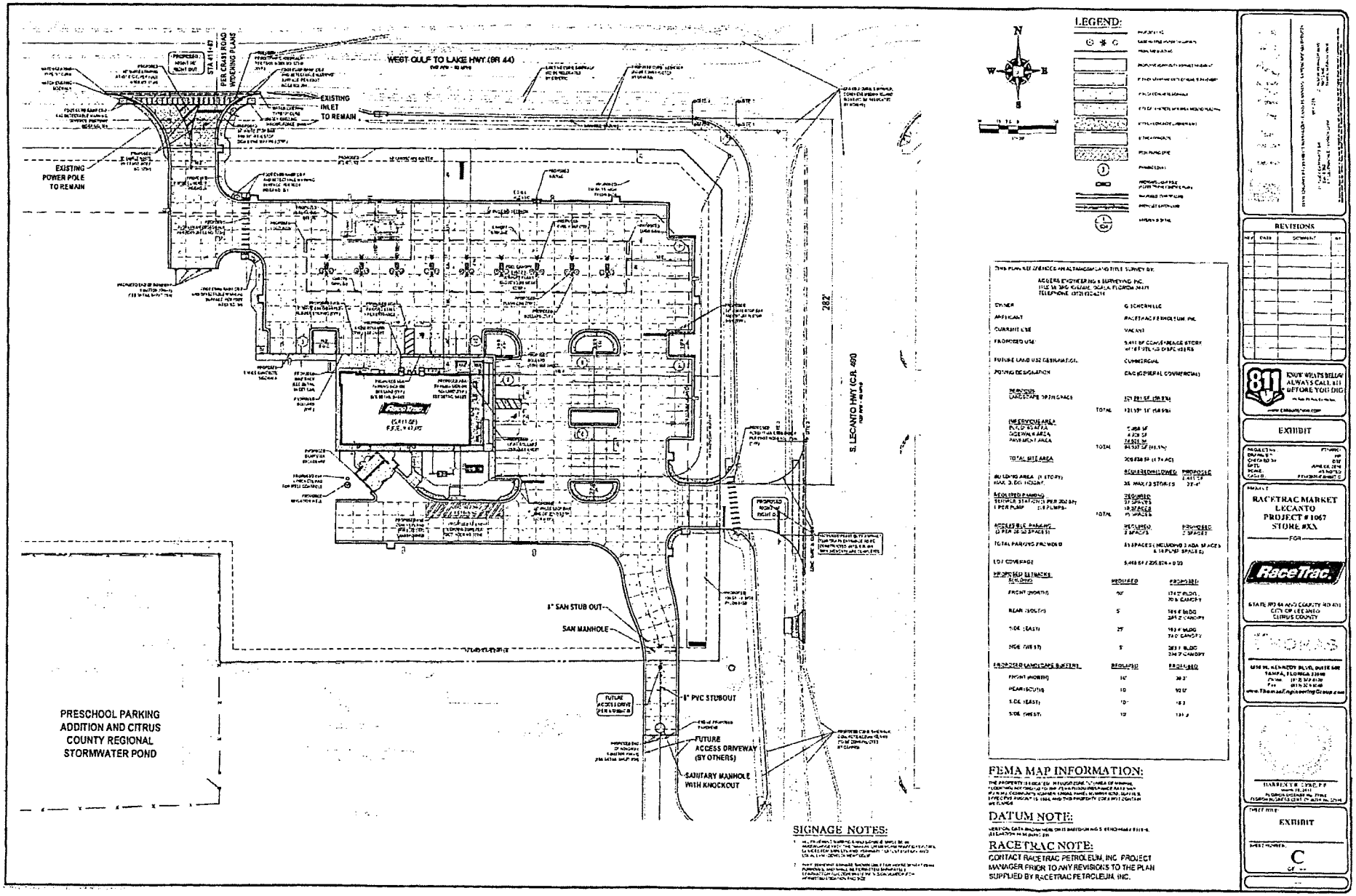

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 841 4/19/2017 7:52 AM 23 Receipt: 2017015992
RECORDING $511.50

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Exhibit D
"Special Conditions"

Overview:

The Development Parcel is located at the southwest corner of the intersection of CR 491 and SR 44. The County is planning to undertake the construction of certain improvements to CR 491 (the "CR 491 Improvements") which will include an interconnected cross access drive along the west side of CR 491 from the south property line of the Development Parcel to a point adjacent to the west extension of West Laurel Street.

To comply with access management standards (County driveway/intersection separation requirements), improve safety and mobility, relieve congestion at the intersection arising from the Development Parcel and to accommodate the Developer's desire to have a left turn out onto CR 491 northbound, it is necessary for traffic to enter CR 491 to the south of the Owner's parcel. This will require cross access and construction of improvements. The cross access drive and improvements are to be completed with the widening of CR 491, or as contemplated herein, in front of the adjacent parcel owned by Adjacent Owner A-1 Yards & Sweeping. Adjacent Owner A-1 Yards & Sweeping operate a daycare facility on the site that caters to developmentally disabled children as well as other children. At present, school buses stop on CR 491 to load and unload children which creates an ever more hazardous condition as traffic flows increase with time. Bus loading and off-loading is therefore preferred off the CR 491 right-of-way.

Drainage retention located entirely on the Development site will diminish the useful area of the site and if bus loading and unloading are moved off CR 491 onto the Adjacent Owner A-1 Yards & Sweeping site, drainage retention will be required for these improvements. Additionally, drainage retention will be required for the County's road widening improvements at the south side of SR 44 on CR 491. It is preferable to accomplish all drainage retention at a single regional site rather than individual drainage retention areas scattered across all parcels.

A regional drainage retention area (RDRA) site has already been acquired by the County and construction of the RDRA is permitted by the Southwest Florida Water Management District (SWFWMD) and is to be completed in conjunction with the CR 491 improvements, or as contemplated herein. Said RDRA is indicated in Citrus County Regional Stormwater Pond and Preschool parking Addition plans and in the Developer's Conceptual Site plan, Exhibit C.

After construction of the RDRA, the County will own, operate and maintain the facility thereafter as part of its storm water utility, which will require proportional reimbursement of annual maintenance costs to the County. The RDRA can accept drainage in accordance with the County's Southwest Florida Water Management District permit from the Development Parcel, Parcel No. 1819040000231200000 also known as the A-1 Yards & Sweeping parcel, Parcel No. 1819040000232200000 also known as the Gaudette parcel as well as the expanded CR 491 roadway. Based on 70% impervious surface area, the Development Parcel is able to discharge

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

up to 3.6 Acre-Feet of storm water; which is 40.49% (the Development Parcels proportional share) of the County's RDRA total volume. As the RDRA will be owned and perpetually maintained by the County as a part of its storm water utility network in accordance with the County's SWFWMD permit; and as the Development Parcel contributes storm water runoff to the RDRA, the OWNER will be required to reimburse the COUNTY their proportional share (40.49%) of the RDRA's annual maintenance cost. The proportional share of the annual maintenance cost will be assessed and invoiced to the OWNER in the beginning of each calendar year for the previous year's costs associated with the RDRA. However, said proportional maintenance costs shall not be attributed or invoiced to the OWNER until the January after the Certificate of Occupancy is issued to the Development. The County, in accordance with its SWFWMD permit will finalize the certification and permit close out process for the RDRA.

Staff recommends and the Parties agree to the following conditions:

1. At its sole expense, the County agrees to construct the right turn lane on CR 491 to the Development Parcel and to modify the CR 491 driveway into the Development Parcel in the location depicted on the Conceptual Site Plan (i.e., removing the temporary driveway and reconstructing it in the new location). A cost estimate for such improvements is set forth on Exhibit E-1 attached hereto and incorporated herein by this reference (the "County's Cost Estimate"). The County also agrees to relocate, at its sole expense, a 12" water line located on CR 491 as part of the CR 491 improvements.

2. The Developer agrees to construct a portion of County RDRA pursuant to the fully permitted plans approved by the County Engineering Department for such improvements, including excavating and installing a portion of the County RDRA, stockpiling excavated material, installing a silt fence, orange safety fence, clearing and grubbing and installing sod on the north, west, and east side slopes and hydroseeding the south slope of the County RDRA, all in accordance with Exhibit E-2 and in an amount not to exceed the greater of 100% of the County's Cost Estimate, or $127,666.14. A cost estimate for such improvements is set forth on Exhibit E-2 attached hereto and incorporated herein by this reference (the "County's Cost Estimate"). Notwithstanding the foregoing, the County shall maintain ownership of all associated excavated material and, at its sole expense, shall be responsible for relocating said excavated material in connection with the CR 491 improvements.

3. In the event that the County commences the work described in Section 2 of these Special Conditions as part of the CR 491 Improvements before the Developer does so, and in lieu of the Developer performing the work described in Section 2 hereof, the Developer agrees to pay the County an amount not to exceed the greater of 100% of the County's Cost Estimate, or $127,666.14, within thirty (30) days following the County providing the Developer with a statement of completion establishing that the work described in Section 2 hereof has been fully completed. Irrespective of whichever party performs the work described in Section 2, the County and Developer agree that such initial work shall include the amount of storm water capacity in the County RDRA that is needed for the Development. In addition, upon completion of construction,

inspection, and approval by the County, all improvements constructed within the right-of-way or County property shall become County owned and maintained.

4. The County and the Developer agree that a manhole with knockout and stub out of a 8" PVC gravity sewer line needs to be extended to the south property line of the Development Parcel in the location generally depicted on the Conceptual Site Plan in a manner such that the County can connect to the gravity sewer line during the construction of the CR 491 Improvements (the "Gravity Sewer Line Work"). In the event that the Developer completes the Gravity Sewer Line Work, the County agrees to construct the paved access drive up to the south property line of the Development Parcel as depicted on the Conceptual Site Plan. In the event that the County completes the Gravity Sewer Line Work, the Developer agrees to construct the paved access drive up to the sanitary manhole with knockout.

5. Once a Certificate of Occupancy has been issued to the Development Parcel, the County agrees to continuous uninterrupted water/wastewater utility service to the Development Parcel at all times during the construction of the CR 491 Improvements.

6. The Developer acknowledges that a 6" force main may be located in an area adjacent to the Development Parcel on SR 44 and Developer agrees, at its sole expense, to relocate the force main, to the extent necessary, as part of constructing access improvements to the Development Parcel.

7. Unless otherwise set forth and depicted on the Landscape/Buffering Plan in Exhibit F, attached hereto and incorporated herein by this reference (The "Developer's Landscape/Buffering Plan"), the Development will comply with the standards of the Land Development Code regarding landscaping as contained in Chapter Five, Landscaping, Buffering, and Tree Preservation, as well as Section 3745, Design Standards for Small Nonresidential Development Projects, in the County's Land Development Code.

8. Unless otherwise set forth and depicted on the RaceTrac Signage Plan as set forth on Exhibit G attached hereto and incorporated herein by this reference (the "Developer's Signage Plan"), including without limitation an additional forty-five (45) square feet of additional wall sign copy area beyond that allowable in the Land Development Code and a reduced freestanding sign setback on SR-44 of 10 feet instead of 20 feet from the property line, the Developer will comply with the sign standards outlined in Chapter Nine, Signs, of the Land Development Code.

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RECORDING $511.50

Exhibit "E-1"

County's Cost Estimate Right Turn Lane and Modify County Road 491

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#2017017856 BK: 2823 PG: 845 4/19/2017 7:52 AM 27 Receipt: 2017015992
RECORDING $511.50

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Tipton Associates, Inc.
760 Maguire Boulevard
Orlando, Florida 32803

March 16, 2017

RE: RACETRAC ROW - PARCEL 1013
CR 491 - PHASE 1

COST TO CONSTRUCT RACETRAC RIGHT TURN LANE & MODIFY CR 491 SITE DRIVEWAY:

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Clearing & Grubbing	0.08 AC	$ 15,000.00 AC	$ 1,200.00
Remove Asphalt	3,866 SF	$ 5.00 SF	$ 19,330.00
Remove Type-F Curb & Gutter	263 LF	$ 10.00 LF	$ 2,630.00
Earthwork/Grading	1 LS	$ 3,000.00 LS	$ 3,000.00
Asphalt	4,665 SF	$ 10.00 SF	$ 46,650.00
Construct Type-F Curb & Gutter	335 LF	$ 25.00 LF	$ 8,375.00
Construct 6' Concrete Sidewalk	1,290 SF	$ 5.00 SF	$ 6,450.00
Construct H/C Ramps	2 EA	$ 750.00 EA	$ 1,500.00
Striping/Signage	1 LS	$ 2,500.00 LS	$ 2,500.00
Sod Disturbed Areas	1,510 SF	$ 0.40 LS	$ 604.00
Geotech	1 LS	$ 750.00 LS	$ 750.00
SUBTOTAL COST OF CONSTRUCTION			$ 92,989.00
Mobilization/Gen. Conditions/Overhead & Profit/MOT (20%)			$ 18,597.80
Design & Permitting			$ 10,000.00
Contingency (5%)			$ 6,079.34
TOTAL COST TO CONSTRUCT RACETRAC RIGHT TURN LANE & MODIFY CR 491 SITE DRIVEWAY:			$ 127,666.14

TIPTON ASSOCIATES INCORPORATED

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#2017017856 BK: 2823 PG: 846 4/19/2017 7:52 AM 28 Receipt: 2017015992
RECORDING $511.50

Exhibit "E-2"

County's Cost Estimate RaceTrac DRA: Preschool Parking Addition and Citrus County Regional Stormwater Pond

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

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#2017017856 BK: 2823 PG: 847 4/19/2017 7:52 AM 29 Receipt: 2017015992
RECORDING $511.50

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Tipton Associates, Inc.
760 Maguire Boulevard
Orlando, Florida 32803

January 19, 2017

RE: RACETRAC ROW - PARCEL 1013
CR 491 - PHASE 1

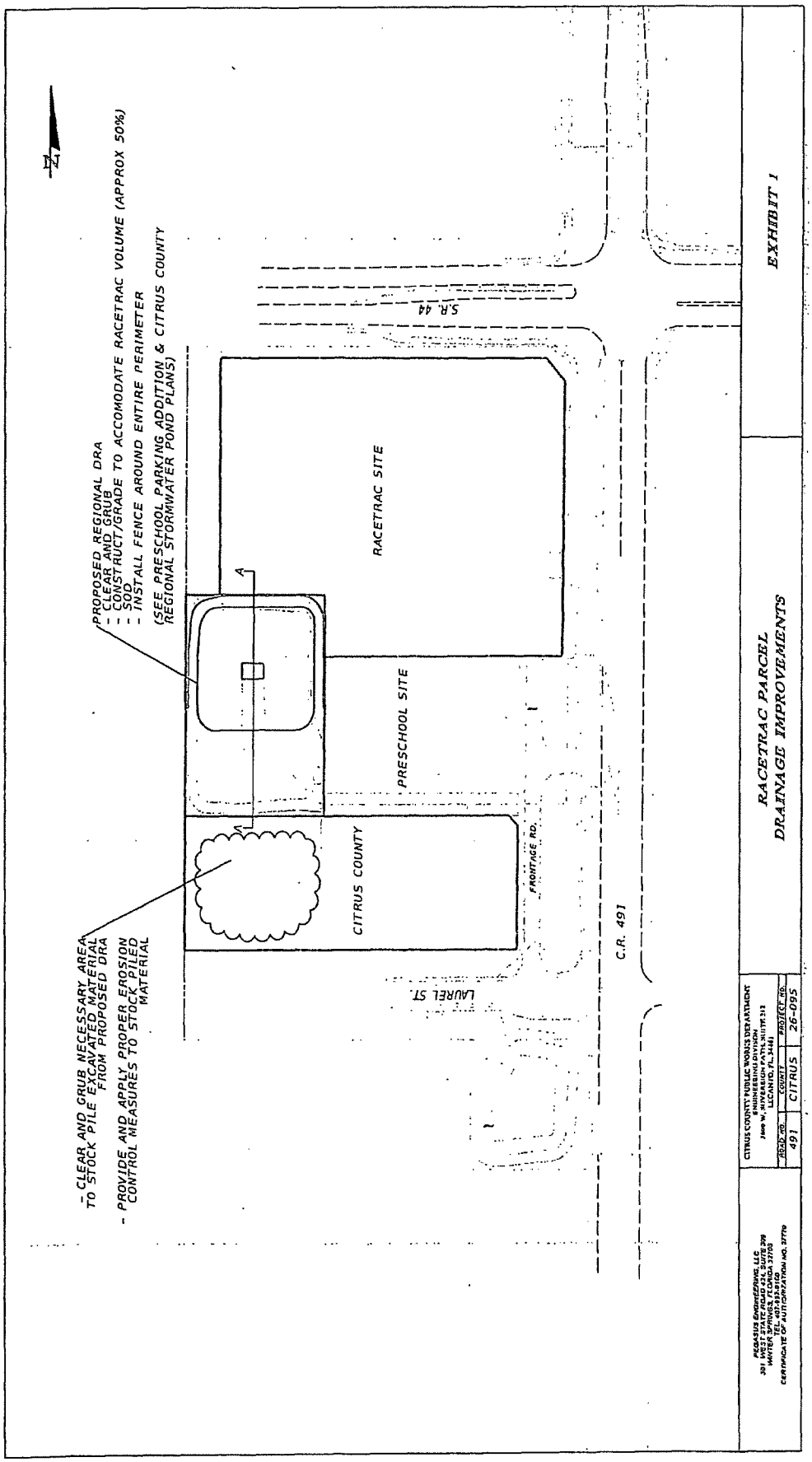
COST TO CONSTRUCT RACETRAC DRA:

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Sediment Barrier	1,404 LF	$ 1.50 LF	$ 2,106.00
Clearing & Grubbing	2.00 AC	$ 15,000.00 AC	$ 30,000.00
Excavation	9,506 CY	$ 4.55 CY	$ 43,252.30
Outfall Structure	232 SY	$ 40.00 SY	$ 9,280.00
Fencing - Type B (6' Height)	1,024 LF	$ 11.00 LF	$ 11,264.00
Fence Gates - Type B (Single Swing) (12')	1 EA	$ 650.00 EA	$ 650.00
Performance Turf	4,348 SY	$ 2.24 SY	$ 9,739.52
SUBTOTAL COST OF CONSTRUCTION			$ 106,291.82
Mobilization/Gen. Conditions/Overhead & Profit (20%)			$ 21,258.36
TOTAL COST TO CONSTRUCT RACETRAC DRA:			$ 127,550.18

EXCLUSIONS: Stormwater Piping/Structures from RaceTrac Site

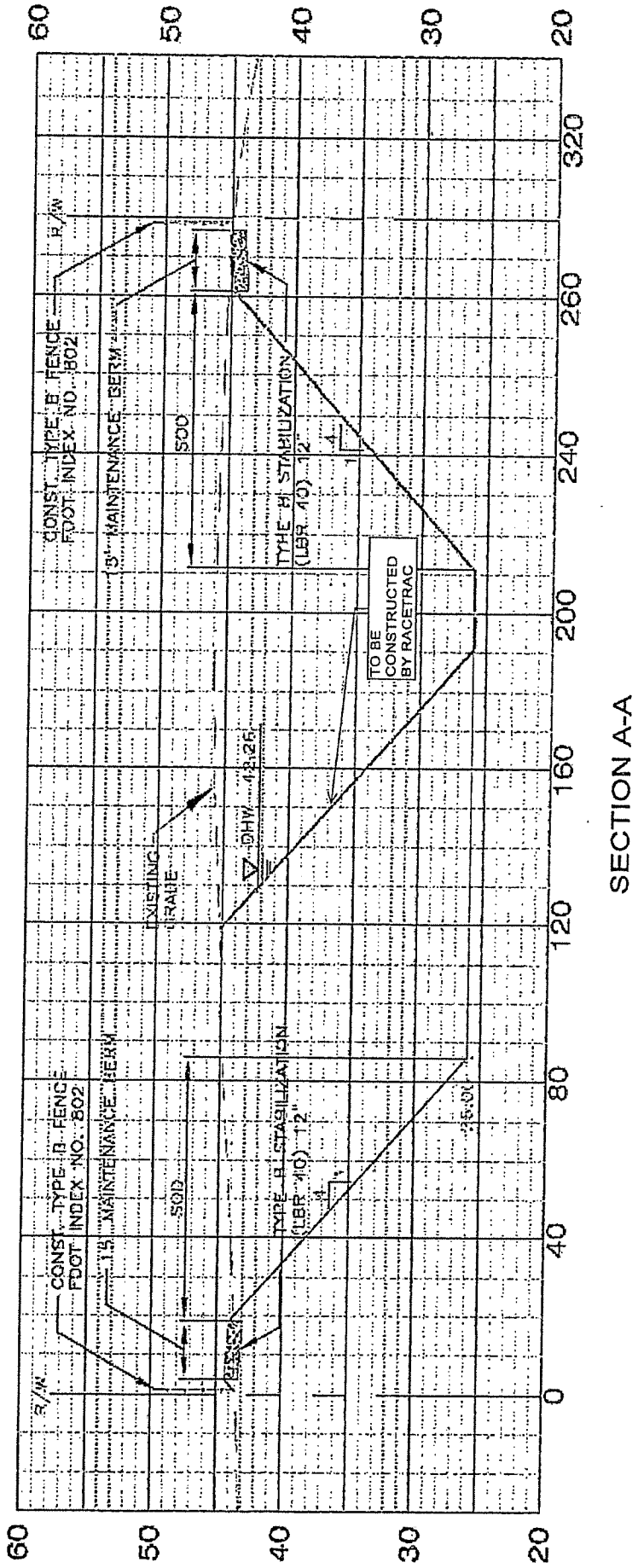
TIPTON ASSOCIATES INCORPORATED

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 848 4/19/2017 7:52 AM 30 Receipt: 2017015992
RECORDING $511.50



Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 849 4/19/2017 7:52 AM 31 Receipt: 2017015992
RECORDING $511.50



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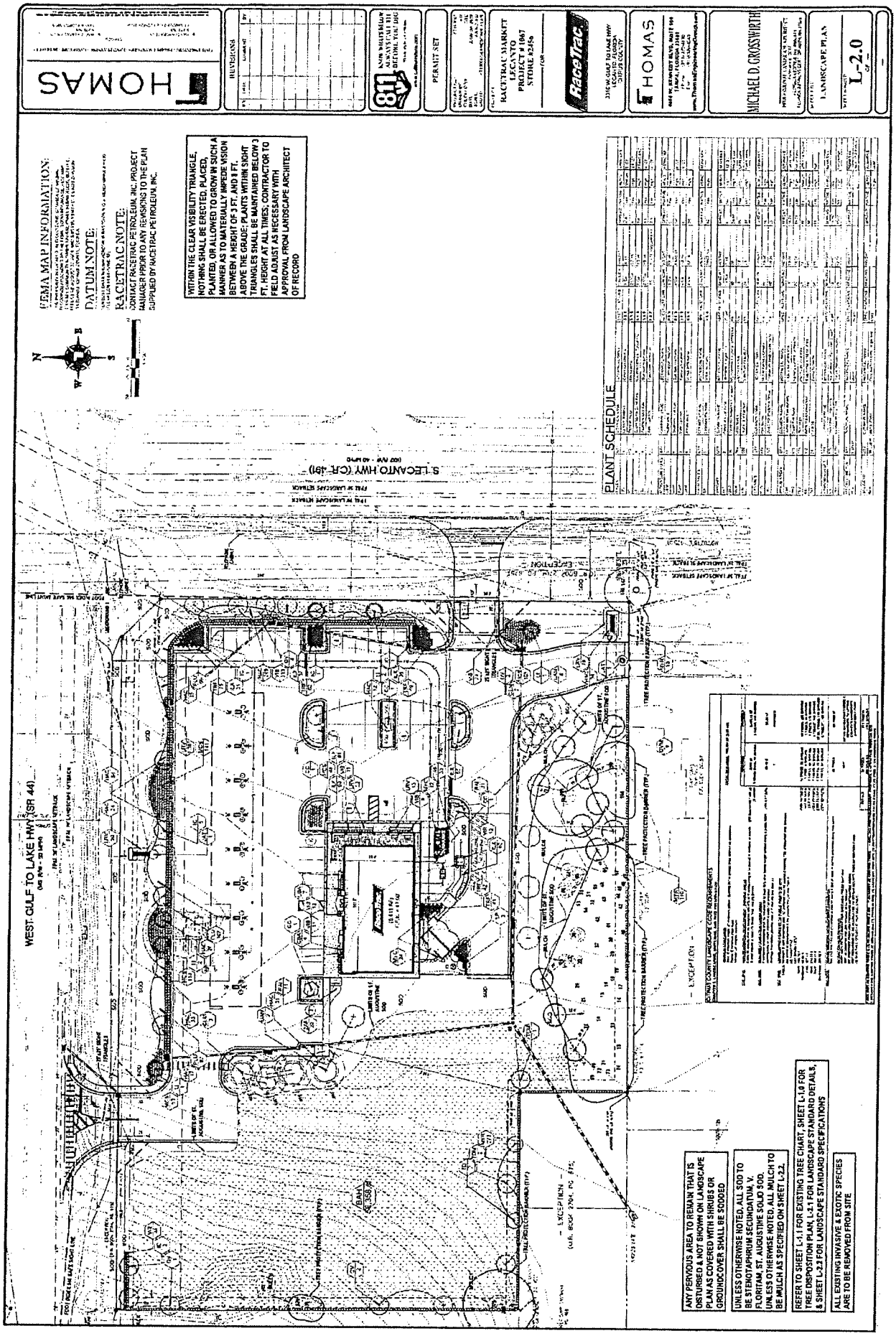
Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 850 4/19/2017 7:52 AM 32 Receipt: 2017015992
RECORDING $511.50

Exhibit "F"

Developer's Landscape/Buffering Plan

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 851 4/19/2017 7:52 AM 33 Receipt: 2017015992
RECORDING $511.50



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#2017017856 BK: 2823 PG: 852 4/19/2017 7:52 AM 34 Receipt: 2017015992
RECORDING $511.50

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Exhibit "G"

Developer's Sign Package

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 853 4/19/2017 7:52 AM 35 Receipt: 2017015992
RECORDING 5511.50

GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RACOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS, AND ALL APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTIONS ALLOWED.

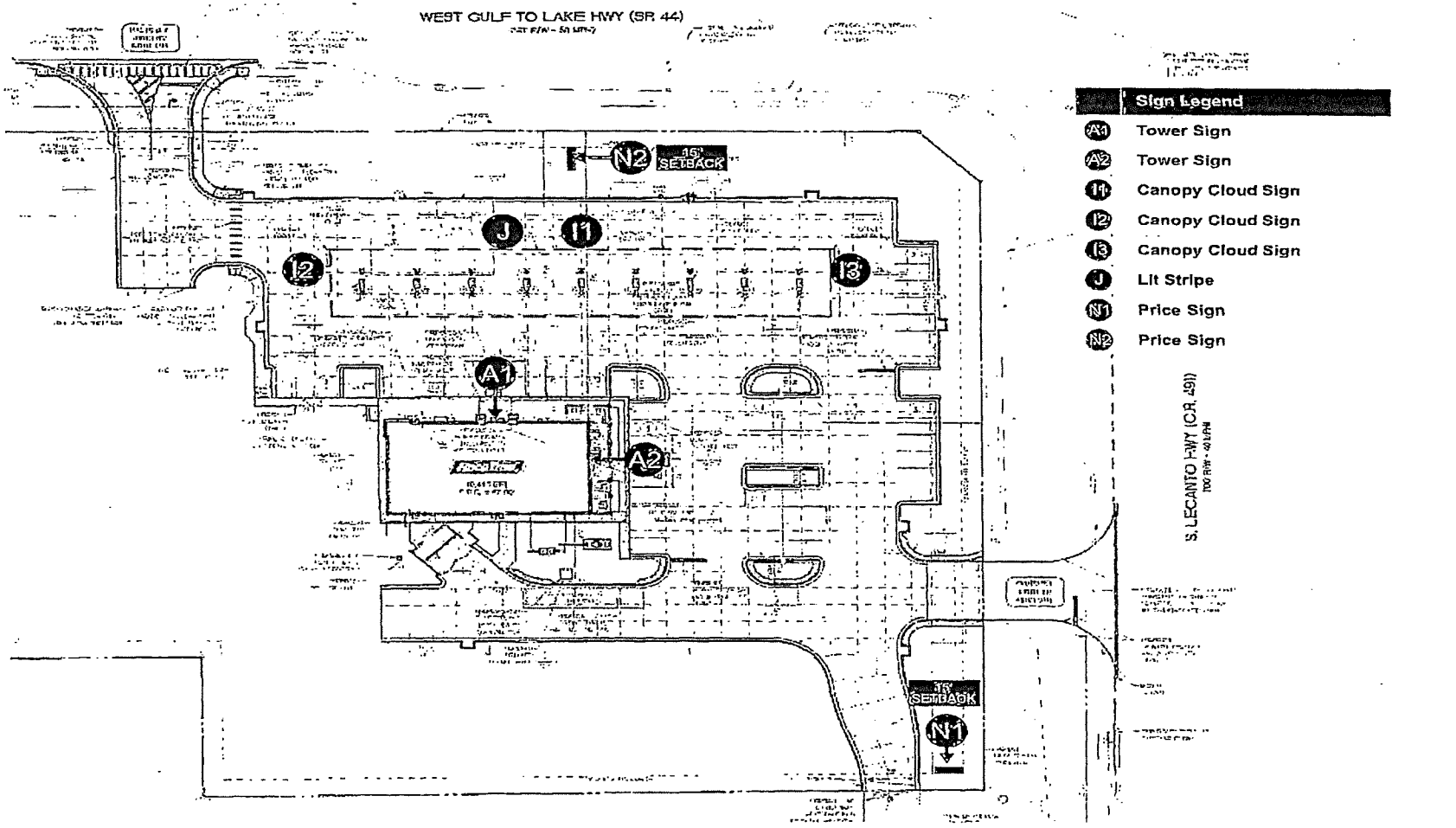
RaceTrac®

R55K1067 - Lecanto
SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 854 4/19/2017 7:52 AM 36 Receipt: 2017015992
RECORDING $511.50

Site Plan



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

GENERAL NOTES: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTIONS ALLOWED.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
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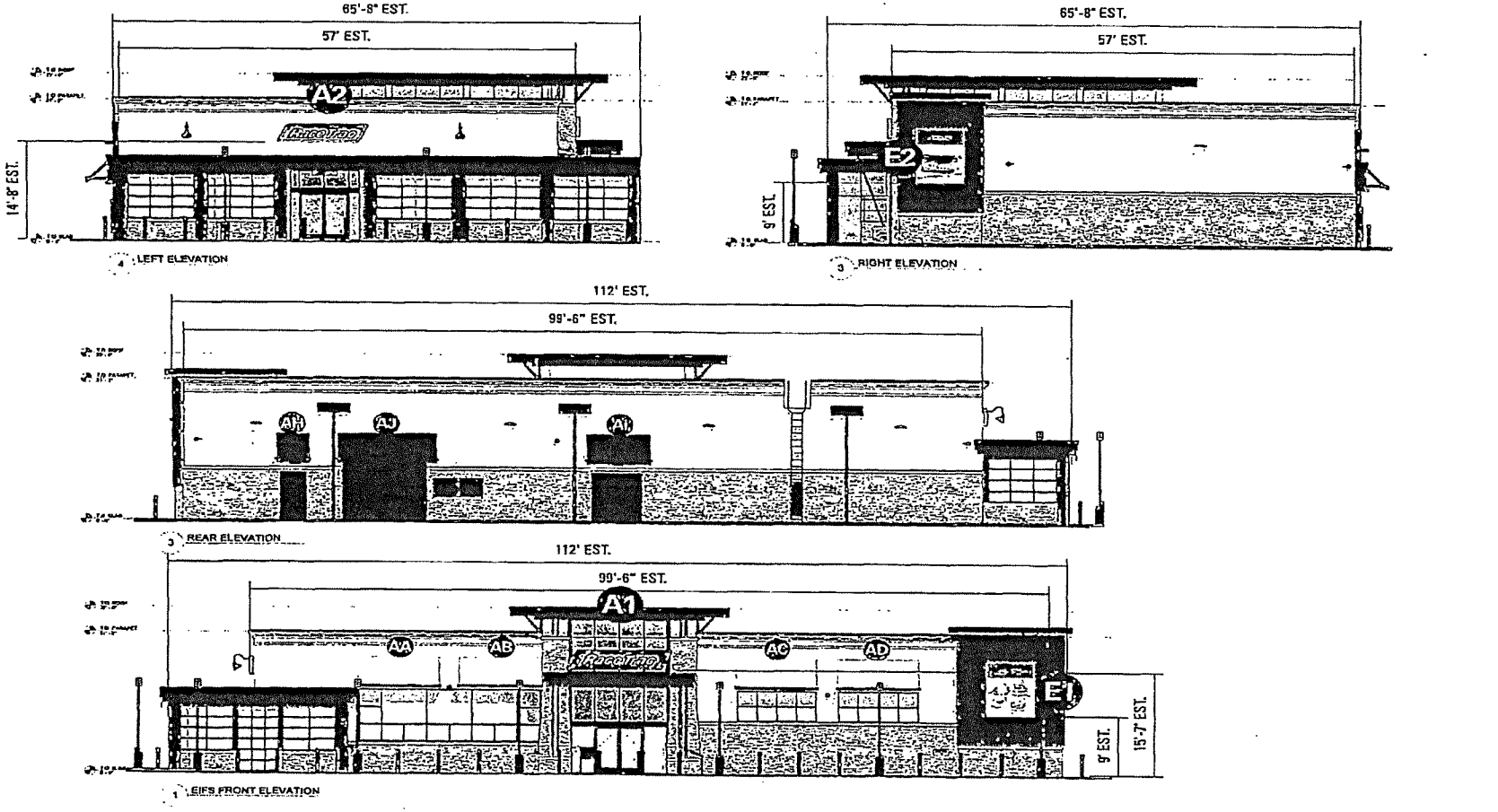
Building Elevations - Left Hand, EIFS



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

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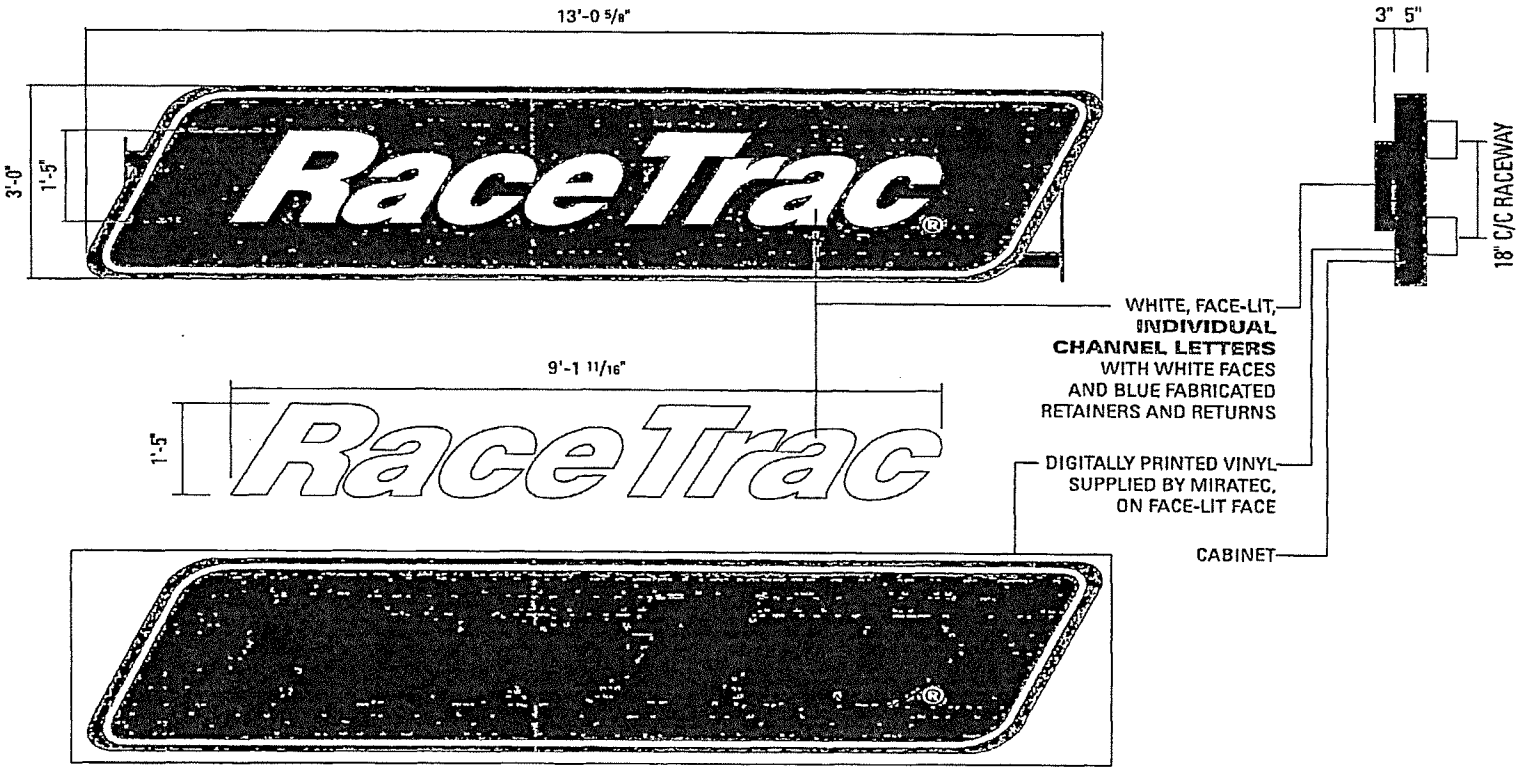
RECORDING $511.50

Main Identification Sign - A1

SINGLE FACED
QUANTITY 1
40 SqFt Total

SIGN MUST MOUNT TO WALL BETWEEN STONE COLUMNS VIA RACEWAY
VENDOR TO CONFIRM EXACT MOUNTING



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTIONS ALLOWED.

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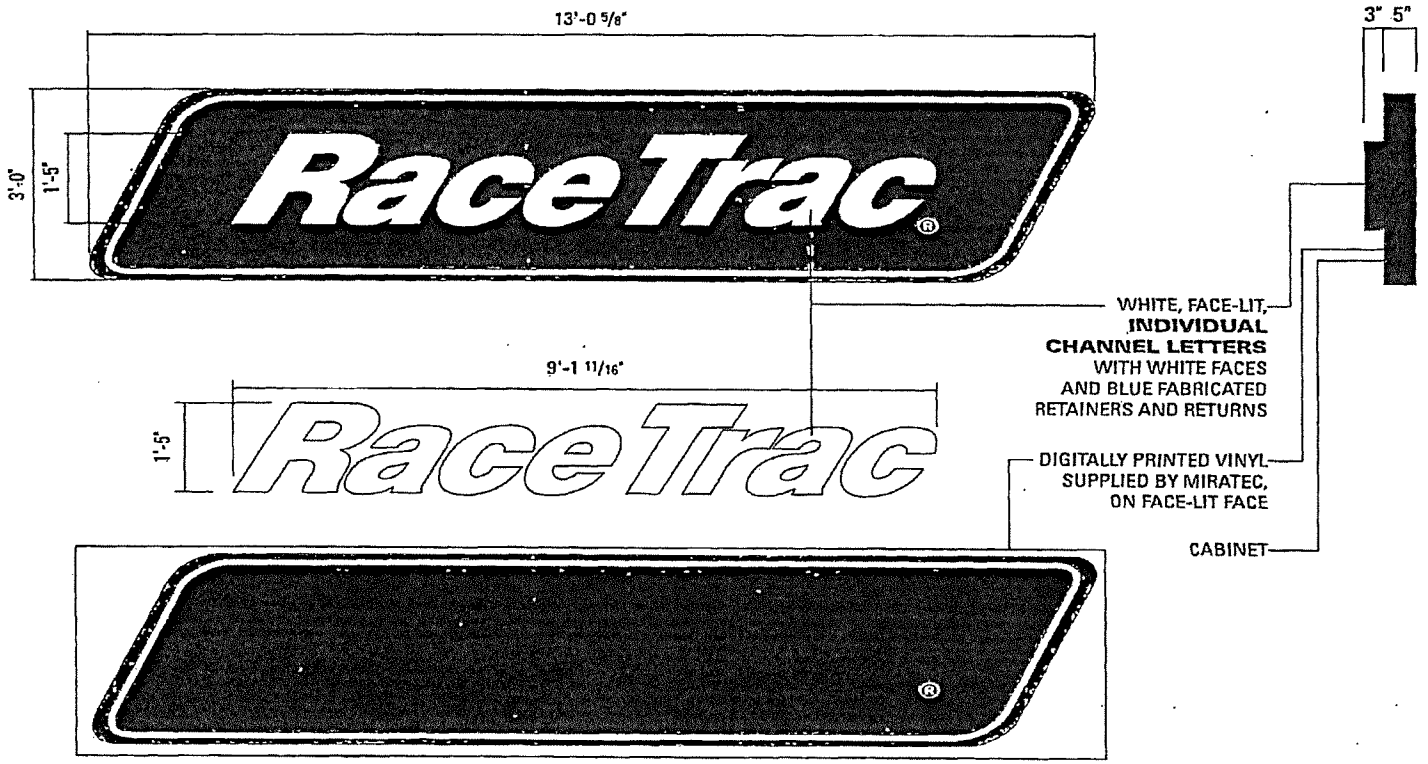
RECORDING $511.50

Secondary Identification Sign - A2

SINGLE FACED
QUANTITY 1
40 SqFt Total



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

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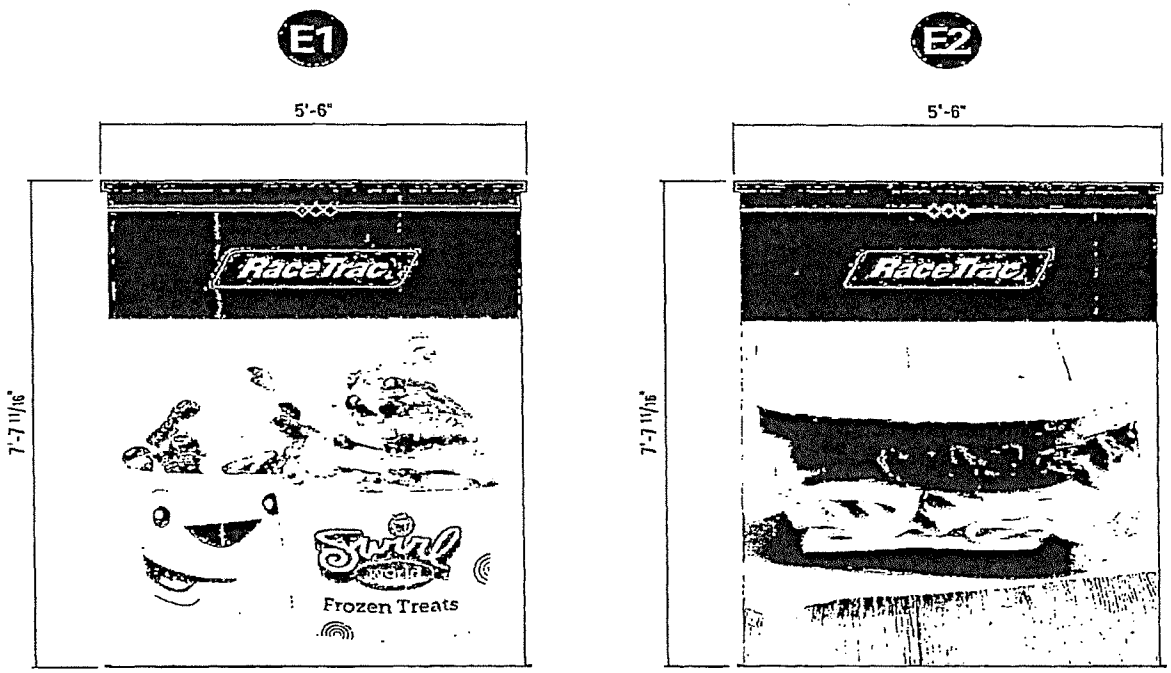
#2017017856 BK: 2823 PG: 858 4/19/2017 7:52 AM 40 Receipt: 2017015992
RECORDING $511.50

Banner Signs - E1, E2

SINGLE FACED
QUANTITY 2
42 SqFt Each
84 SqFt Total
NOTE: Banner frame painted AKZO SIGN 31356-BRONZE.
INSTALL ONLY



SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

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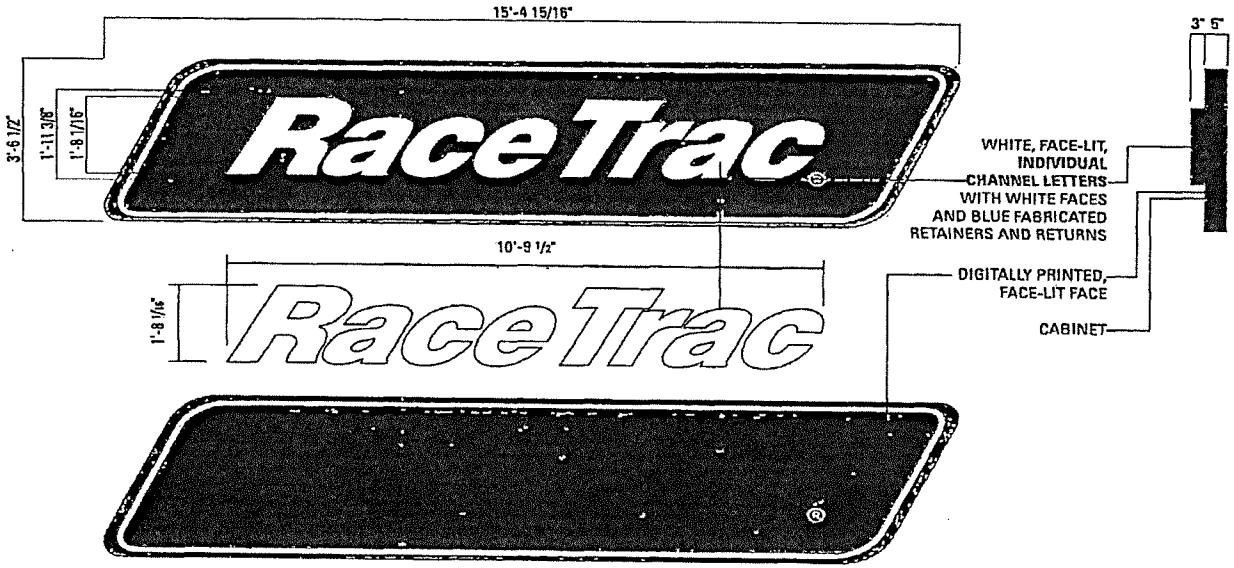
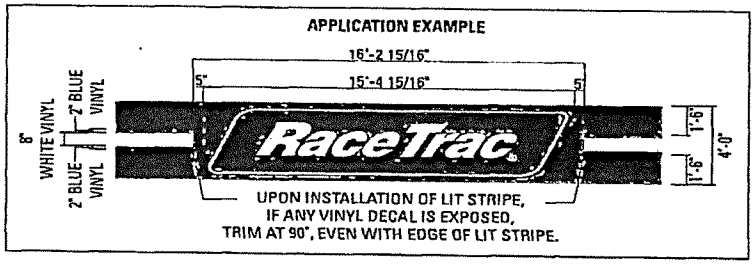
RECORDING $511.50

55 SqFt Canopy LED Cloud Sign (I1, I2, I3)

SINGLE FACED
QUANTITY 3
165 SqFt Total





SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See Color Schedule on Page 2

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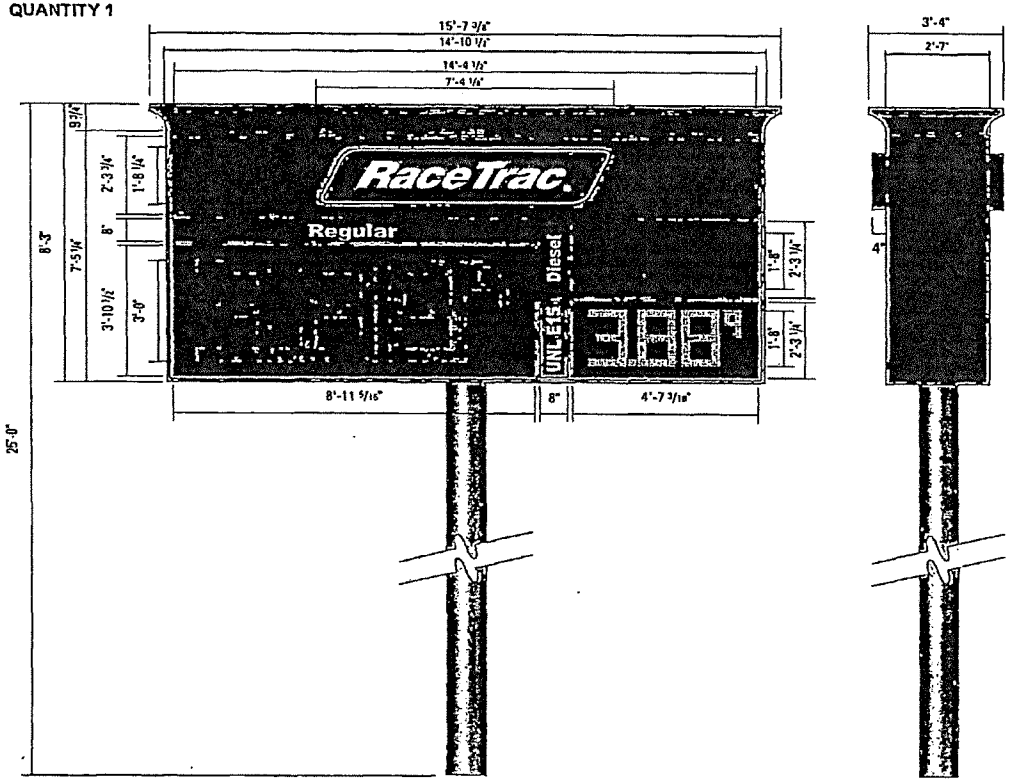
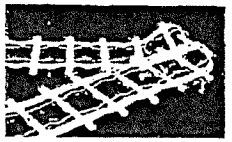
RECORDING $511.50

110 SqFt Price Sign - 36" & 20" LED (N1)

*All sign components to be UL listed. All wiring to conform to UL specifications. Installation to be per NEC requirements. All signs to bear UL labels.

STAMPED, SEALED ENGINEERING REQUIRED
FOUNDATION INFORMATION PROVIDED BY RACETRAC. MANUFACTURER RESPONSIBLE FOR HAVING A LICENSED ENGINEER VALIDATE FOUNDATION DESIGN PRIOR TO INSTALL
DOUBLE FACED
QUANTITY 1





Sloan Sign Box II
LED Interior Illumination

Specifications:
Sign Faces:

- Logo panel: Alluminum panel painted Akzo Sign 31356-Bronze with parallelogram mounted to the surface. Parallelogram to be channel letter-type construction with .177" thick Polycarbonate face panels with 2nd surface applied translucent vinyl graphics. Parallelogram copy to be digitally printed red background stripes and white border with blue area of logo graphic also printed. Cabinet and trim cap to be red to match Akzo Nobel #SIGN91780.
- Regular Unleaded Product Panel: Solar Grade Polycarbonate; Background to be 1st surface applied 3M vinyl opaque 180C-22 Matte Black; "Regular" to be show-through white or 1st surface applied 3M vinyl translucent 3630-020 White.
- Diesel Product Panel: Solar Grade Polycarbonate; Background to be 1st surface applied 3M vinyl translucent 3630-26 Green; "Diesel" to be show-through white or 1st surface applied 3M vinyl translucent 3630-020 White.
- UNL E15 Product Panel: Solar Grade Polycarbonate; background to be 1st surface applied Oracal 8500-323 Coral Red "E85" white text color.

Interior Illumination: Sloan Sign Box II LED interior illumination powered by low voltage power supplies. This is behind fuel grade panels, only.
Sign Frame: 2" x 2" x .25" steel tube with .063 aluminum cladding painted Akzo Sign 31356-Bronze.
Extruded aluminum 1-1/2" wide Divider Bars installed to retain sign panels. Face dividers and retainer to be painted Akzo Sign 31356-Bronze.
Sign Support: Internal steel pipe support to be welded to steel saddle bracket at top and bottom of sign frame.
External steel sign support to meet building and local sign codes. Size of steel and footing as required per site requirements.

SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See Color Schedule on Page 2

GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTIONS ALLOWED.

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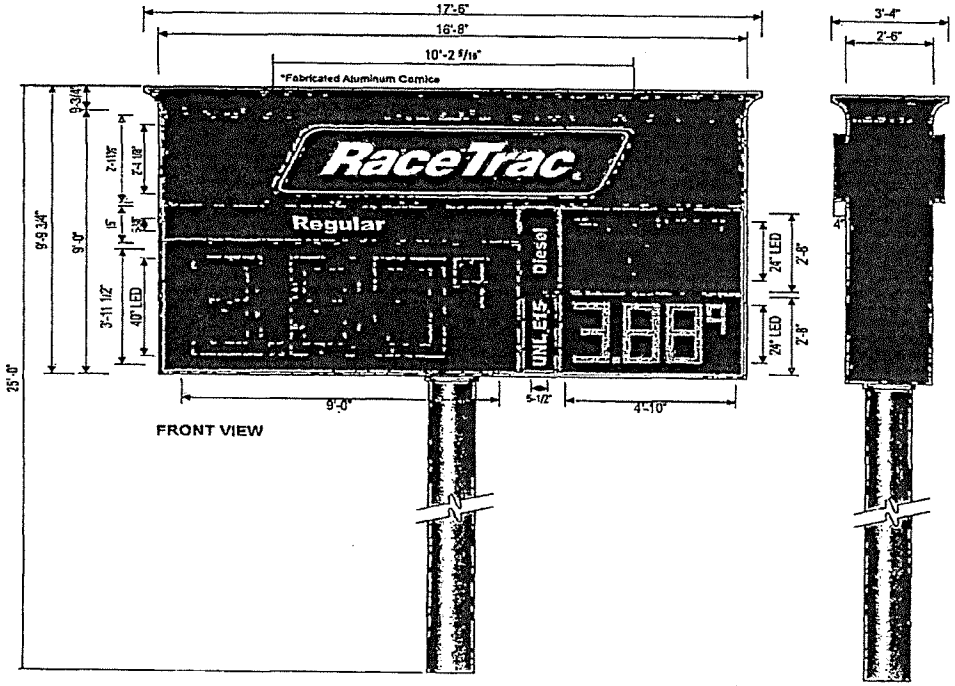
150 SqFt Price Sign - 40" & 20" LED (N2)

*All sign components to be UL listed. All wiring to conform to UL specifications. Installation to be per NEC requirements. All signs to bear UL labels.

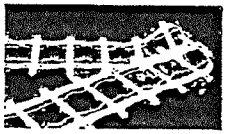
STAMPED, SEALED ENGINEERING REQUIRED
FOUNDATION INFORMATION PROVIDED BY RACETRAC. MANUFACTURER RESPONSIBLE FOR HAVING A LICENSED ENGINEER VALIDATE FOUNDATION DESIGN PRIOR TO INSTALL
DOUBLE FACED
QUANTITY 1



FRONT VIEW

FRONT VIEW

SIDE VIEW



LED Interior Illumination
Sloan Sign Box II

Specifications:
Sign Faces:

- Logo panel: Alluminum panel painted Akzo Sign 31356-Bronze with parallelogram mounted to the surface. Parallelogram to be channel letter-type construction with .177" thick Polycarbonate face panels with 2nd surface applied translucent vinyl graphics. Parallelogram copy to be digitally printed red background stripes and white border with blue area of logo graphic also printed. Cabinet and trim cap to be red to match Akzo Nobel #SIGN91780.
- Regular Unleaded Product Panel: Solar Grade Polycarbonate; Background to be 1st surface applied 3M vinyl opaque 180C-22 Matte Black; "Regular" to be show-through white or 1st surface applied 3M vinyl translucent 3630-020 White.
- Diesel Product Panel: Solar Grade Polycarbonate; Background to be 1st surface applied 3M vinyl translucent 3630-26 Green; "Diesel" to be show-through white or 1st surface applied 3M vinyl translucent 3630-020 White.
- UNL E15 Product Panel: Solar Grade Polycarbonate; background to be 1st surface applied Oracal 8500-323 Coral Red "E85" white text color.

Interior Illumination: Sloan Sign Box II LED interior illumination powered by low voltage power supplies. This is behind fuel grade panels, only.
Sign Frame: 2" x 2" x .25" steel tube with .063 aluminum cladding painted Akzo Sign 31356-Bronze.
Extruded aluminum 1-1/2" wide Divider Bars installed to retain sign panels. Face dividers and retainer to be painted Akzo Sign 31356-Bronze.
Sign Support: Internal steel pipe support to be welded to steel saddle bracket at top and bottom of sign frame.
External steel sign support to meet building and local sign codes. Size of steel and footing as required per site requirements.

SW Corner of SR 44 and CR 491 Lecanto, FL 34461

RaceTrac

See *Color Schedule* on Page 2

GENERAL NOTE: ALL WORK SHALL BE IN COMPLIANCE WITH RECOGNIZED INDUSTRY STANDARDS, MANUFACTURER'S RECOMMENDATIONS AND ALL APPLICABLE STATE AND LOCAL CODES. NO SUBSTITUTIONS ALLOWED.

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

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Exhibit "H"

Gishorn Agreement

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CONVEYANCE AND CONSTRUCTION AGREEMENT

COUNTY OF CITRUS
STATE OF FLORIDA

THIS AGREEMENT, made and entered into on this 12th day of August, 2014, by and between **Gischorn, LLC**, a Florida limited liability company, whose address is 387 Steiner Bridge Road, Valencia, Pennsylvania 16059, (hereinafter referred to as the "Property Owner"); and **Citrus County**, 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 referred to as the "County") (collectively the "Parties").

RECITALS

WHEREAS, County representatives, property owners, business owners, healthcare providers and other interested citizens have been involved in numerous meetings to determine the feasibility, planning requirements and infrastructure design elements required for development of a medical corridor along CR 491 in Citrus County (hereinafter the "Project"), generally located between W. Horace Allen Street to the north, W. Laurel Street to the south, S. Line Road to the east and the proposed location of the Suncoast 2/3 Parkway to the west (hereinafter the "Project Area"); and

WHEREAS, as a result of these meetings, the County conducted a Corridor Planning Study and developed Comprehensive Plan Amendments necessary to facilitate the Project and interconnection with the proposed Suncoast 2/3 Parkway in the Project Area; and

WHEREAS, on February 25, 2014, the Board of County Commissioners approved the Comprehensive Plan Amendments necessary to facilitate the Project; and

WHEREAS, on May 14, 2013, the Board of County Commissioners selected an alignment and typical section for widening of CR 491 between W. Laurel Street to W. Horace Allen Street in Citrus County as part of the Project; and

WHEREAS, currently, property owners wishing to develop their property in the Project Area must pay to design, permit and construct individual drainage retention areas (hereinafter "DRAs") on their property since there is no regional drainage utility available in the Project Area; and

WHEREAS, construction of individual DRAs in this area of the County generally consumes 20% to 25% of the usable land on a building site; and

WHEREAS, such usage of land for individual DRAs on each building site is uneconomical for property owners, redundant and contrary to the County's Project planning and development goals;

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and

WHEREAS, a regional drainage utility coupled with a stormwater conveyance road design is more effective in treating stormwater pollution than individual DRAs, thus better protecting groundwater recharge quality and surface water quality in and around the Project Area; and

WHEREAS, a regional drainage utility coupled with a stormwater conveyance road design is more effective in controlling flooding than individual DRAs, thus increasing the effective control of flood waters in and around the in the Project Area; and

WHEREAS, the County therefore wishes to develop a regional drainage utility as part of the Project; and

WHEREAS, the County has worked cooperatively with the Southwest Florida Water Management District (hereinafter "SWFWMD") to develop a conceptual regional drainage plan for the Project which SWFWMD has approved; and

WHEREAS, the Property Owner supports the Project and owns land in the Project Area that will be required for the widening of the roadway, drainage retention areas and/or other project infrastructure requirements, more specifically described in Exhibit A attached hereto and made a part hereof by reference (hereinafter the "Project Land"); and

WHEREAS, the Property Owner wishes to encourage the County to construct the Project as soon as possible; and

WHEREAS, the Property Owner wishes to convey the Project Land to the County in exchange for constructing the Project, providing drainage capacity in the regional drainage facilities for the Property Owner's remaining land in the Project Area and the other covenants contained in this Agreement.

WITNESSETH:

Now, therefore, in consideration of ten dollars and no cents ($10.00) paid by the County to the Property Owner and the mutual covenants contained herein, together with other good and valuable consideration, the receipt of which is acknowledged by the Parties, the Property Owner hereby agrees to convey to the County, and the County agrees to accept from the Property Owner the Project Land described in Exhibit A, which is part of a parcel having a Property Appraiser Identification Number of: 18E19S04 23110, Alt Key # 1501687, upon the following terms and conditions:

1. The Parties agree the above recitals are true and correct and are therefore incorporated herein.

2. The date of this Agreement shall be the date when the last one of the Parties has signed this Agreement (hereinafter the "Effective Date").

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3. The County's appraiser has appraised the Project Land as indicated in Exhibit B attached hereto and made a part hereof by reference.

4. Presuming a 70% impervious surface area ratio (hereinafter "ISR"), the County's engineer has estimated the amount of land necessary for the Property Owner to develop a DRA for the portion of the Property Owner's land that lies within the same drainage basin as the Project, as well as the cost for design, permitting and construction of such DRA as indicated in Exhibit C.

5. As of the Effective Date, the County shall include the portion of the Property Owner's remaining land located within the same drainage basin as the Project as indicated in Exhibit D (hereinafter the "Remaining Land") as part of its final Project drainage permit application to SWFWMD. The Parties intend that once the SWFWMD permit is issued to the County for the Project, the Property Owner shall no longer be required to design, permit and construct DRAs on the Property Owner's Remaining Land located within the same drainage basin as the Project in order to develop that property up to 70% ISR. The Parties also intend that any DRA already existing on the Property Owner's Remaining Land located in the same drainage basin as the Project be available for other uses as such drainage will now be included in the regional drainage retention facilities permit. The developer of the Property Owner's Remaining Land will be solely responsible to seek a permit modification from SWFWMD to illustrate that the planned development on the Property Owner's Remaining Land does not exceed 70% ISR.

6. THIS AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC). If the BOCC does not approve this Agreement and all the terms and conditions hereof, the County shall notify the Property Owner thereof promptly in writing and this Agreement shall be null and void and all rights and liabilities arising hereunder shall terminate.

7. Property Owner agrees not to contest or in any way object to the County's application for a state environmental resource permit, SWFWMD drainage permit, or any other permit for the Project, or any subsequent application for a modification thereto. Property Owner also hereby grants a right of entry to the County, its contractors, engineers and other agents to allow the County to Construct the Project and otherwise fulfill its requirements under this Agreement. Property Owner's restrictive covenant under this paragraph shall bind all successors and assigns of the Property Owner and shall survive closing of the conveyances outlined in this Agreement.

8. A closing at which the Property Owner shall convey the Project Land by a warranty deed acceptable to the County shall occur within thirty (30) days of the Effective Date of this Agreement or such other date as the Parties mutually agree (hereinafter the "Closing"). At Closing, the Property Owner shall pay the documentary stamp tax on the deed (based upon the appraised value as provided in Exhibit B) and the County shall pay for recording the deed in the Public Records of Citrus County.

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9. The Property Owner shall deliver to the County, at Closing, marketable title to the Project Land free and clear of all leases, liens, mortgages and other encumbrances. The County shall, at its sole expense, acquire a title insurance policy, insuring the County's title to the Project Land in at least the full amount of the appraised value indicated in Exhibit B upon closing this transaction. Notwithstanding the date for Closing outlined in paragraph 8 above, if the County finds the title to be unmarketable, or if the County cannot obtain a commitment for the issuance of a title insurance policy on fee simple title, the County shall notify the Property Owner in writing prior to the date set for the Closing, specifying the defects which exist with respect to the title of the Project Land, and the Property Owner shall have twenty (20) days after receipt of such written notice within which to cure such defects in title to the reasonable satisfaction of the County, its attorney, and the County's title insurance company, and this conveyance shall be closed within ten (10) days after the Property Owner curing such defects and receipt of written notice thereof to the County or its attorney. Upon the Property Owner's failure to cure defects of which written notice has been given by the County, within the time provided herein, the County may avail itself of any remedy in equity or at law, including but not limited to specific performance and termination of this Agreement and all rights and liabilities arising hereunder, or may close the conveyance in the same manner as if no such defect had been found. Property Owner agrees to execute all documents necessary to obtain this title insurance policy.

10. Taxes and assessments on the Project Land shall be prorated through the date of Closing. Property Owner will deposit the prorated amount of taxes with the Escrow Agent as shall be determined by the County and the Closing Agent for the transaction. If the amount of taxes and assessments for the year in which the Closing occurs cannot be ascertained, rates, millages and assessed valuations of the previous year, with known changes, shall be used, with allowance for homestead or other exemptions if allowed for either year. All real estate taxes and assessments which are or which may become a lien against the Project Land shall be satisfied of record by Property Owner at Closing. In the event the County acquires fee title to the Project Land between January 1 and November 1, Property Owner shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Escrow Agent an amount equal to the current taxes prorated to the date of Closing. In the event County acquires fee title to the Project Land on or after November 1, Property Owner(s) shall pay to the County Tax Collector an amount equal to the taxes that are determined to be legally due and payable by the County Tax Collector, or, in the alternative, deposit said amount with the Escrow Agent.

11. Subject to the curative period provided in paragraph 9, the Property Owner shall deliver occupancy and possession of the Project Land to the County on or before the date of Closing. During the period from the Effective Date of this Agreement until the Property Owner surrenders occupancy and possession of the Project Land to the County, neither the Property Owner nor anyone under the Property Owner's control or direction shall commit or permit to be committed any act which diminishes the value of the Project Land.

12. At the Closing, the Property Owner shall furnish the County with a Property Owner's Affidavit, stating that neither the Property Owner nor anyone under the Property Owner's control or direction have taken any action to encumber the Project Land or otherwise adversely affect the

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status of the title thereto between the Effective Date of this Agreement and the Closing and stating either that there have been no improvements made to the Project Land during the one hundred twenty (120) days immediately preceding the date of Closing, or, if there have been any such improvements, that all contractors, materialmen, suppliers and potential lienors in connection with said improvements have been paid in full.

13. The Project Land shall be surveyed at the expense of the County prior to the Closing. If the survey shows any encroachments on the Project Land or that any Improvements located on the Project Land encroach on other lands, written notice thereof shall be given to the Property Owner to remove such encroachments within fifteen (15) days after receipt of such written notice. If the Property Owner shall fail to remove or cure said encroachments within said time, the County, at its option, may terminate this Agreement and all rights and liabilities arising hereunder, or may close the sale in the same manner as if no such encroachments had been found.

14. The covenants herein contained shall run with the Project Land and bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the Parties hereto; provided, however, that neither party shall assign this Agreement without the prior written approval of the other party, unless required by law. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include the other. No agreement or understanding, verbal or in writing, unless incorporated herein, shall be binding upon the Parties. The County may record this Agreement in the Public Records of Citrus County at its sole expense.

15. The County shall not be liable to the Property Owner or to the Property Owner's agents or representatives for any commissions, costs, or fees arising from or for the conveyance of the Project Land to the County, and the Property Owner shall defend, indemnify and hold harmless the County and its agents, employees and officers from any and all actions, awards, causes, claims, damages, judgments, losses, payments, recoveries and suits therefore arising from or out of this Agreement.

16. If any time between execution hereof and the Closing the County determines in its sole discretion that there are hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") on the Project Land, the County may terminate this Agreement and all rights and liabilities arising hereunder or may close the conveyance in the same manner as if no such Contaminants had been found. The Property Owner warrants and represents to the County that it is not aware of any Contaminants as defined herein deposited, located, placed or released on the Project Land.

17. 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

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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. The Parties agree to cooperate, adjust, initial, deliver, execute, re-execute and re-deliver any and all documents deemed necessary to obtain permits for the projects identified within this Agreement and to otherwise effectuate the purposes and terms of this Agreement.

19. This Agreement may be amended in writing executed by both Parties in the same manner as this Agreement.

20. The remedy for a breach of this Agreement shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

21. 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.

22. Nothing herein shall be deemed to constitute any Party as a partner or joint venturer, or to create any fiduciary relationship among the Parties. No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a Party in this Agreement.

23. 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, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.

24. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Parties at the following addresses:

To Property Owner:

Gischorn, LLC
Mark Gissendaner, Managing Member
387 Steiner Bridge Road
Valencia, PA 16059

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To Citrus County:

Citrus County Administrator's Office
110 Apopka Avenue
Inverness, FL 34450

With copy to:

Citrus County Engineering Department
3600 W. Sovereign Path, Suite 241
Lecanto, FL 34461

With copy to:

Frederick L. Busack, Esq.
Busack Law Firm, P.A.
100 Main Street, Suite 205
Safety Harbor, FL 34695

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.

25. To the extent the consent of any Party to this Agreement is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld.

26. The Parties agree that each one has played an equal part in the negotiation and drafting of this Agreement, and in the event of any ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

27. The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Agreement.

28. This Agreement shall constitute the entire agreement between the Parties regarding the Project.

29. Notwithstanding the foregoing, special conditions to this Agreement, if any, are included in Exhibit E, attached hereto and made a part hereof by reference.

The terms and conditions of this Agreement shall survive the closing of the conveyance of the Project Land.

[Remainder of page intentionally left blank.]

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EXHIBIT A

PROJECT LAND

SCHEDULE A
PARCEL "1013A" CITRUS
COUNTY, FLORIDA

DESCRIPTION:

A Portion of Section 4, Township 19 South, Range 18 East, Citrus County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of the Southeast 1/4 of Section 4, Township 19 South, Range 18 East, Citrus County, Florida; Thence Run North 89°47'00" East 673.71 feet along the South line of the Southeast 1/4 of said Section 4 to the West Line of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 4, Thence North 00°20'50" West 200.29 feet along said West line to a point on the existing South Right of Way line of State Road 44, Thence North 89°51'38" East 54.04 feet to the POINT OF BEGINNING; Thence Continue North 89°51'38" East 609.28 feet Along said Southerly Right of Way line to a point on the existing Westerly Right of way line of County Road 491 (N. Lecanto Highway); Thence South 00°01'09" West 410.69 feet along Westerly Right of way line of County Road 491; Thence departing said West Right of Way line South 89°44'15" West 50.00 feet; Thence North 00°01'09" East 365.80 feet; Thence North 45°03'37" West 42.37 feet; Thence South 89°51'38" West 529.19 feet; Thence North 00°20'50" West 15.00 feet to the POINT OF BEGINNING.

Containing 0.674 acres or 29,376 square feet, more or less.

SURVEYORS NOTES:

1. Bearings shown hereon are based on the South line of the Southeast quarter of Section 4, Township 19 South, Range 18 East, said bearing being North 89°47'00" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and correct to the best Standards for Land Surveying CH. 5J-17.050-.052 requirements.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper.
4. I have reviewed the Stewart Title Guaranty Company Title Insurance Company title Insurance File #2545-1013, dated June 17, 2013, at 8:00 a.m. and all recorded encumbrances, except liens, identified in Schedule B of the title insurance commitment have been shown or noted.

REVISED 1-04-14 jmaz
REVISED 12-12-13 jmaz

SKETCH OF DESCRIPTION	11/21/13 12-12-13 JMAZ	Drawing No.: ST247058
FOR: CITRUS COUNTY, a political subdivision of the State of Florida and Pennington Moore Wilkinson Bell & Dunbar P.A.	Job No.: ST247 Scale: 1" = 120'	SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 fax (407) 292-0141 email: info@southeasternsurveying.com
	Chapter 5J-17.050-.052 Florida Administrative Code requires that a legal description drawing bear the notation that: THIS IS NOT A SURVEY NOT VALID WITHOUT SHEET 2 OF 2	JAMES M. DURHAM JR. REGISTERED LAND SURVEYOR NO. 6235
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	

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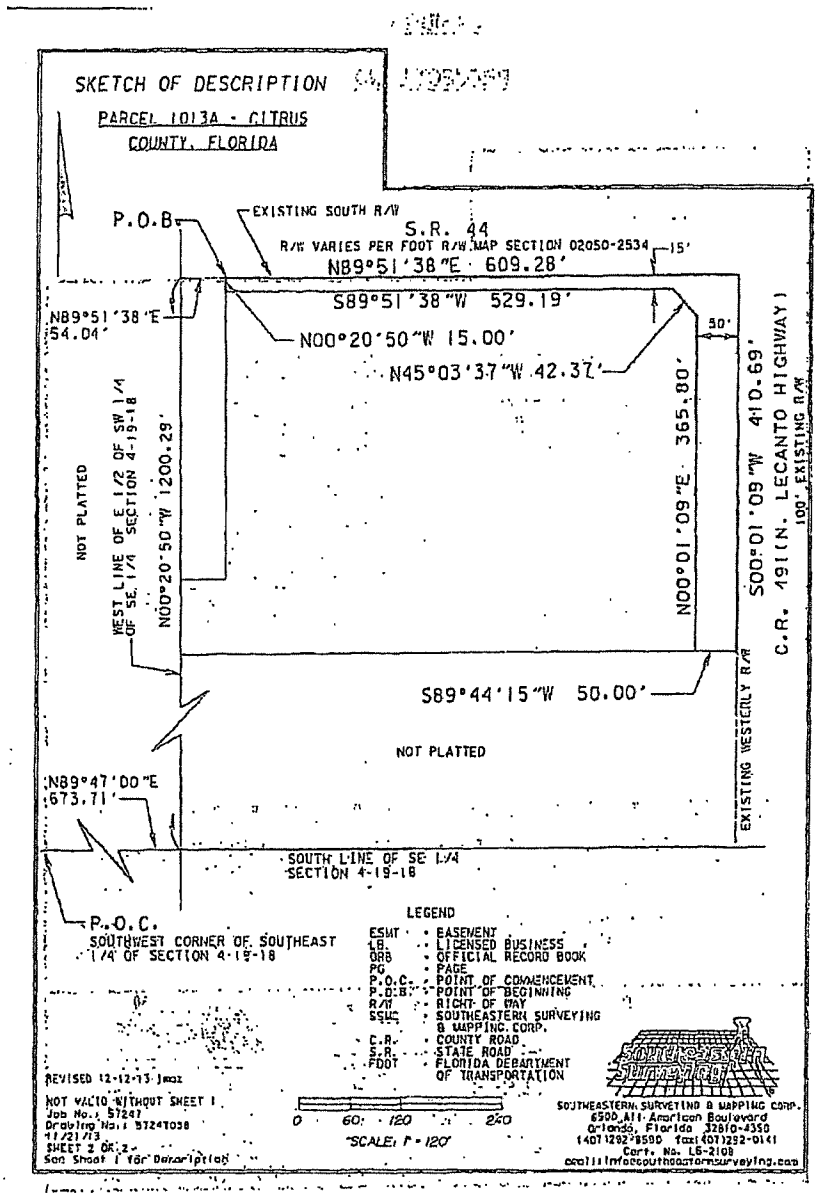
#2014041570 BK: 2645 PG: 1029 9/18/2014 4:54 PM 10 Receipt: 37301
RECORDING $146.00



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RECORDING $511.50

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#2014041570 BK: 2645 PG: 1030 9/18/2014 4:54 PM 11 Receipt: 37301
RECORDING $146.00

SCHEDULE A
PARCEL 1013R - CITRUS
COUNTY, FLORIDA

DESCRIPTION:

A portion of Section 4, Township 19 South, Range 18 East, Citrus County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of the Southeast quarter of Section 4, Township 19 South, Range 18 East, Citrus County, Florida; thence North 89°47'00" East a distance of 673.71 feet along the South line of the Southeast quarter of said Section 4 to the West line of the East half of the Southwest quarter of the Southeast quarter of said Section 4; thence North 00°20'50" West a distance of 788.18 feet along said West line for a POINT OF BEGINNING; thence continue North 00°20'50" West a distance of 82.68 feet along said West line; thence North 89°52'48" East a distance of 225.00 feet; thence South 00°20'50" East a distance of 82.12 feet; thence South 89°44'15" West a distance of 225.00 feet to the POINT OF BEGINNING.

Containing 0.426 acres or 18,541 square feet, more or less.

SURVEYORS NOTES:

1. Bearings shown hereon are based on the South line of the Southeast quarter of Section 4, Township 19 South, Range 18 East, said bearing being North 89°47'00" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and correct to the best Standards for Land Surveying Ch. 5J-17.050-.052 requirements.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper.
4. I have reviewed the Stewart Title Guaranty Company Title Insurance Company title Insurance File #25746-1013, dated June 17, 2013, at 8:00 a.m. and all recorded encumbrances, except liens, identified in Schedule B of the title insurance commitment have been shown or noted.

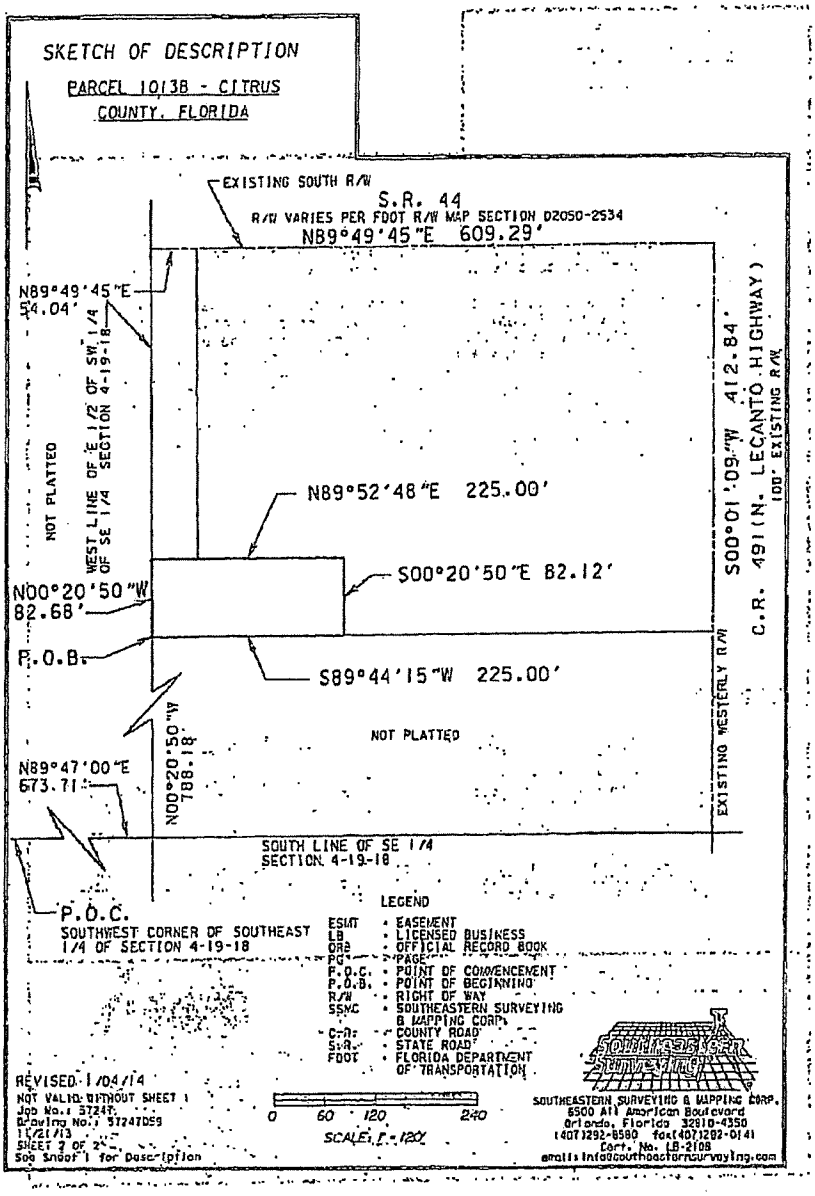
REVISED 1/04/14

SKETCH OF DESCRIPTION	11/21/13 1-4-14 JMAZ	Drawing No.: S7247059
FOR CITRUS COUNTY, a political subdivision of the State of Florida and Pennington Moore Wilkinson Bell & Dunbar P.A.	Job No.: S7247 Scale: 1" = 120'	SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 tel:(407)292-8580 fax:(407)292-0141 email: info@southeasternsurveying.com
	Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description bearing bear the notation that THIS IS NOT A SURVEY NOT VALID WITHOUT SHEET 2 OF 2	JAMES W. DUNN IV REGISTERED LAND SURVEYOR NO. 4233
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	

Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2017017856 BK: 2823 PG: 873 4/19/2017 7:52 AM 55 Receipt: 2017015992
RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1031 9/18/2014 4:54 PM 12 Receipt: 37301
RECORDING $146.00



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RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1032 9/18/2014 4:54 PM 13 Receipt: 37301
RECORDING $146.00

EXHIBIT B

PROJECT LAND APPRAISAL

Report Summary

Appraisal Report & Property Data

Project:	County Road 491
Effective Date of the Appraisal:	January 10, 2014
Date of the Appraisal Report:	January 30, 2014
Property Owner:	Gischorn, LLC
Site Address/Location:	3510 West Gulf-to-Lake Highway
City, County, State:	Lecanto, Citrus County, Florida
Size of Subject Property:	253,084 SF; 5.810 AC
Area of Proposed Acquisition(s):	
Right-of-Way	29,376 SF; 0.674 AC
Pond	18,541 SF; 0.426 AC
Area of Remainder Tract	205,167 SF; 4.710 AC
Zoning & Land Use:	"GNC", General Commercial District Acreage—Non-Waterfront
Property Rights & Interest Appraised:	Fee Simple
Access:	County Road 491 and West Gulf-to-Lake Highway

Value Conclusion

Value of the Part Taken:	$311,500
Severance Damages:	$0
Cost-to-Cure:	$0
Total:	$311,500

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RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1033 9/18/2014 4:54 PM 14 Receipt: 37301
RECORDING $146.00

EXHIBIT C

ENGINEER'S DRA AREA & COST ESTIMATE

Owner Constructed Dry Retention Pond:*

PARCEL ID	OWNER	TOTAL PARCEL SIZE (AC)	PARCEL SIZE WITHIN PROJECT BASIN (AC)	TOTAL REQUIRED POND AREA (AC)	OWNER TOTAL COST TO DESIGN, PERMIT & CONSTRUCT POND	REMAINING DEVELOPABLE LAND AFTER POND CONSTRUCTION (AC)
1013	GISCHORN, LLC	5.81	5.81	1.29	$278,708.74	4.52

Regional Dry Retention Pond:

PARCEL ID	OWNER	TOTAL PARCEL SIZE (AC)	PARCEL SIZE WITHIN PROJECT BASIN (AC)	TOTAL REQUIRED FOR REGIONAL POND (AC)	OWNER TOTAL COST TO DESIGN, PERMIT & CONSTRUCT POND	REMAINING DEVELOPABLE LAND AFTER REGIONAL POND CONSTRUCTION FOR OWNER (AC)
1013	GISCHORN, LLC	5.81	5.81	0.426	$0	5.384

Value of land area saved by regional pond:

1.29 AC - 0.426 AC = 0.864 AC (37,635.84 SF)

37,635.84 SF @ $6.50/SF = $244,633.

TOTAL SAVINGS TO OWNER FOR USING REGIONAL POND:

DESIGN, PERMIT & CONSTRUCTION COSTS	$ 278,708.74
SAVED DEVELOPABLE LAND	+ $ 244,633.00
TOTAL	$ 523,341.74

* Wet retention pond not feasible in this location.

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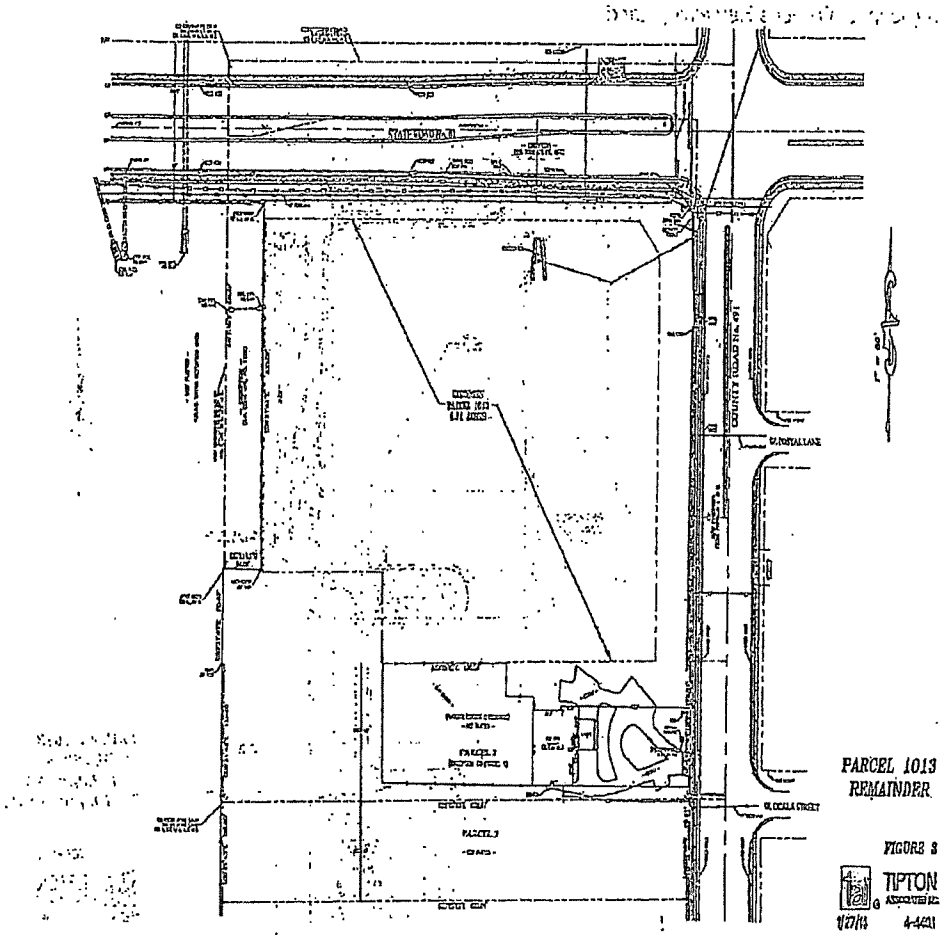
RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1034 9/18/2014 4:54 PM 15 Receipt: 37301
RECORDING $146.00

EXHIBIT D

PROPERTY OWNER(S) REMAINING LAND TO BE INCLUDED IN COUNTY DRAINAGE PERMIT



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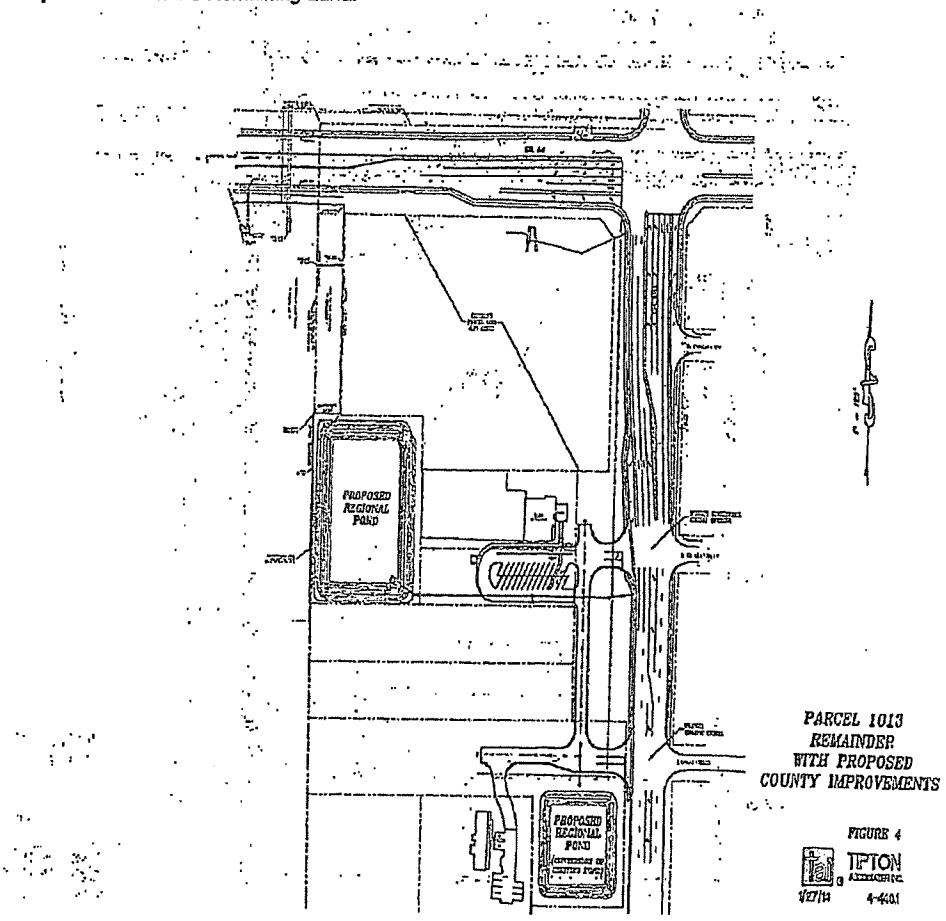
RECORDING $511.50

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller
#2014041570 BK: 2645 PG: 1035 9/18/2014 4:54 PM 16 Receipt: 37301
RECORDING $146.00

EXHIBIT E

SPECIAL CONDITIONS

Planned improvements to be constructed by the County and adjacent owners as part of the Project adjacent to Owner's Remaining Land:



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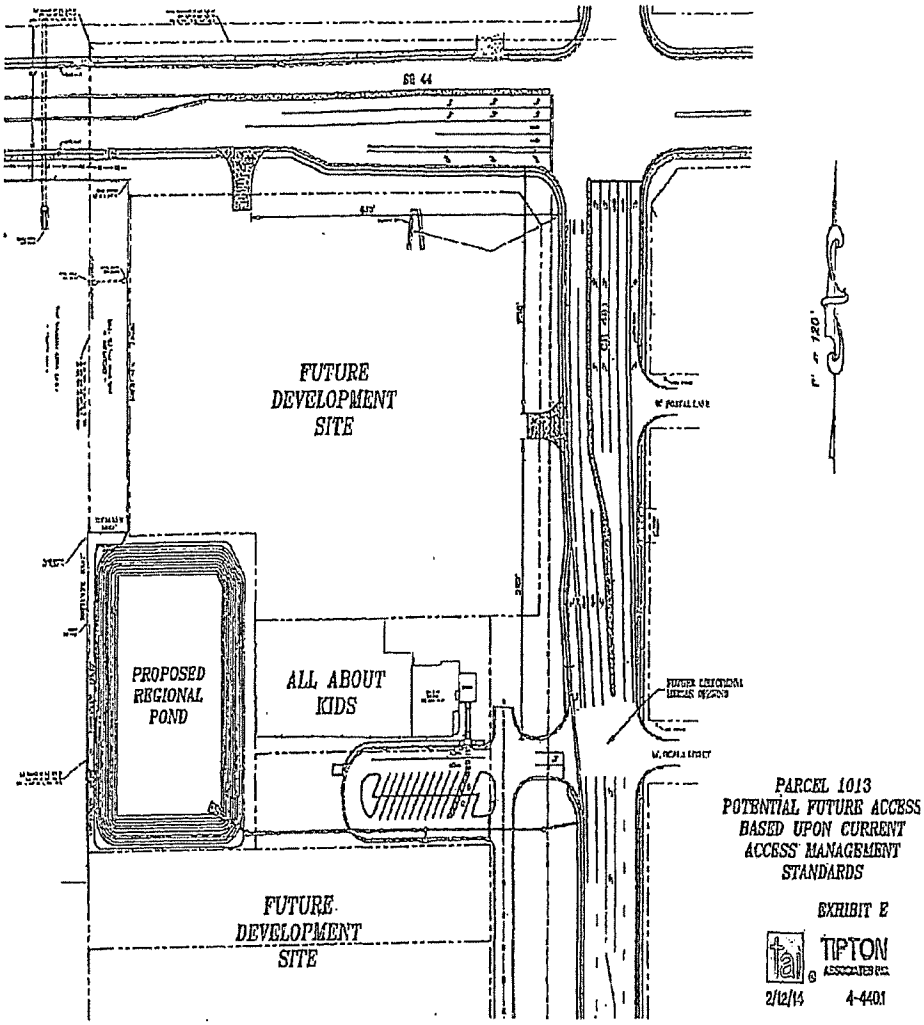
RECORDING $146.00

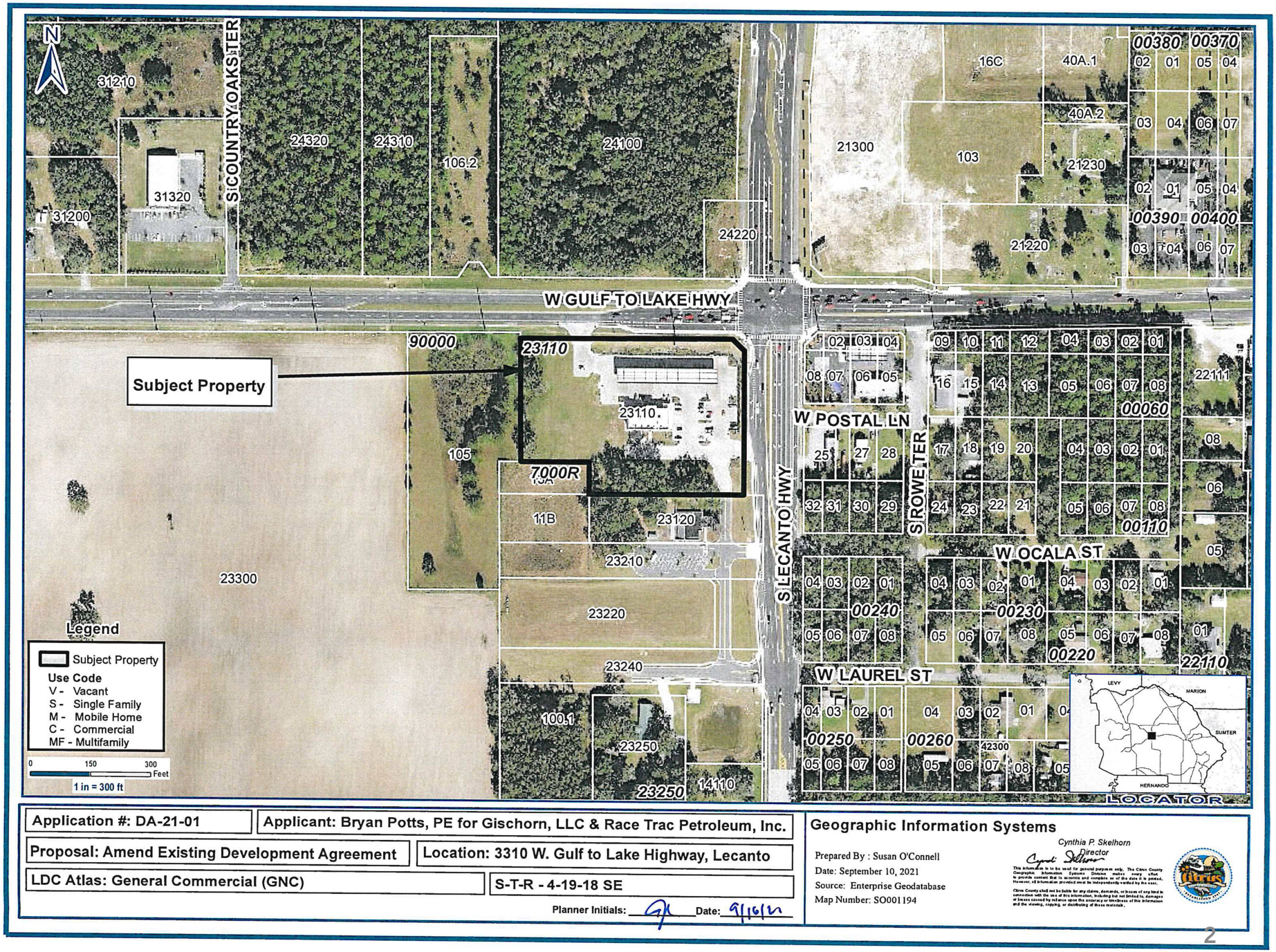


Attachment: Existing Recorded Development Agreement (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac

DA-21-01

Bryan Potts for Gischorn, LLC and RaceTrac Petroleum, Inc.

Attachment: BCC powerpoint (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and



Application #: DA-21-01	Applicant: Bryan Potts, PE for Gischorn, LLC & Race Trac Petroleum, Inc.
Proposal: Amend Existing Development Agreement	Location: 3310 W. Gulf to Lake Highway, Lecanto
LDC Atlas: General Commercial (GNC)	S-T-R - 4-19-18 SE

Planner Initials: _____ Date: 9/16/21

Geographic Information Systems

Prepared By : Susan O'Connell
Date: September 10, 2021
Source: Enterprise Geodatabase
Map Number: SO001194

Cynthia P. Skelhorn
Director

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2

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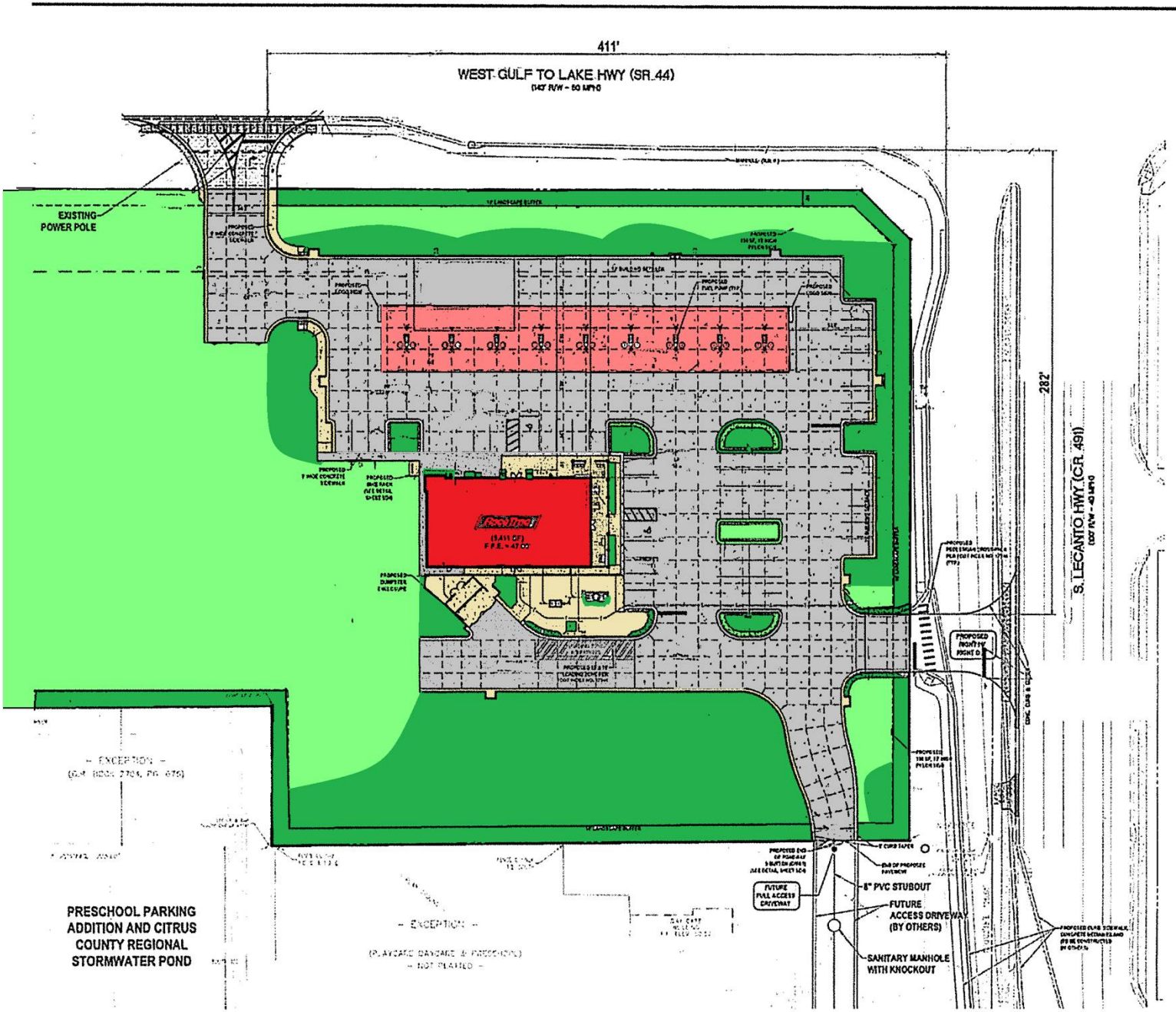
RaceTrac
RaceTrac



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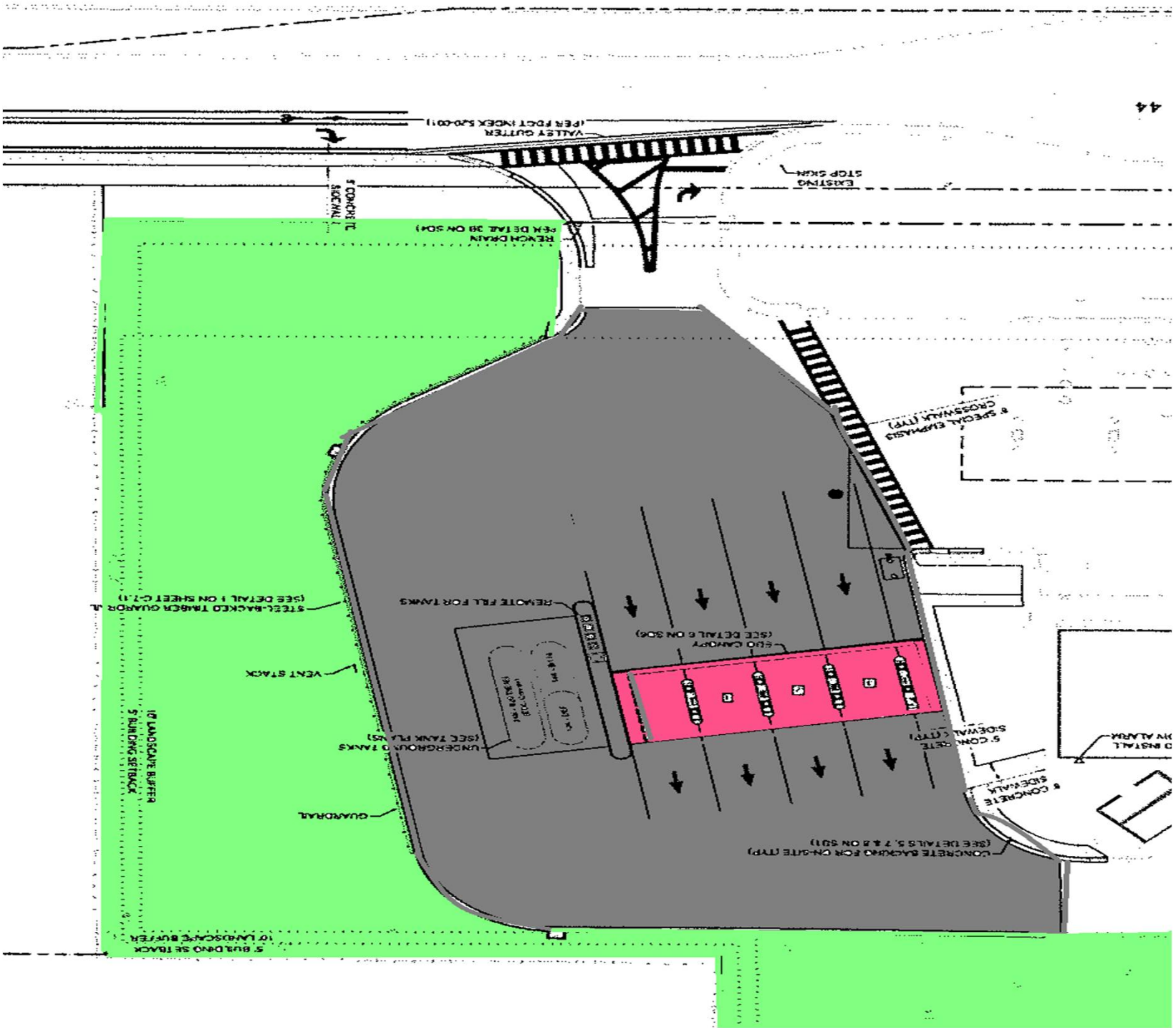


Attachment: BCC powerpoint (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and

PM2-21-139

DEPARTMENT OF PLANNING AND DEVELOPMENT
LAND DEVELOPMENT DIVISION
STAFF FINDINGS REPORT
TO THE
BOARD OF COUNTY COMMISSIONERS

DEVELOPMENT AGREEMENT APPLICATION NO. – DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.
DATE: November 4, 2021
PREPARED BY: Joanna L. Coutu, AICP, Director; Land Development Division

OVERVIEW:	Notice of Intent is hereby given that RaceTrac Petroleum, Inc. and Gischorn, LLC propose to revise an existing Development Agreement with Citrus County, Florida, a political subdivision of the State of Florida, pursuant to Florida Statutes 163.3221 et seq. and Chapter Twelve, Development Agreements, of the Citrus County Land Development Code. The applicants desire to add additional canopies and gas islands to an existing RaceTrac Neighborhood Market that contains a building that can be no more than 8,000 SF in size, with accompanying gas islands and canopies. The maximum height of any structures will not exceed the standards as provided within the Citrus County Land Development Code. A copy of the proposed Development Agreement can be obtained from the Citrus County Land Development Division, 3600 W. Sovereign Path, Suite 141, Lecanto, FL 34461.
LOCATION OF PROPERTY	Section 4, Township 19, Range 18; Parcel 23110 (Alternate Key #3520855), whose address is 3310 W. Gulf to Lake Highway, Lecanto, Florida. A complete legal description is on file with the Land Development Division.
ACREAGE	Approximately 4.75 acres
FUTURE LAND USE DESIGNATION:	GNC, General Commercial District
SURROUNDING COMPREHENSIVE PLAN (GFLUM) DESIGNATIONS:	North – GNC, General Commercial District South – GNC, General Commercial District East – GNC, General Commercial District West – TCU, Transportation/Communications/Utilities District; GNC, General Commercial District
SURROUNDING EXISTING LAND USES:	North – SR-44 (W. Gulf to Lake Highway); vacant commercial land South – Day care; Vacant commercial land East – CR-491 (S. Lecanto Highway); gas station with convenience store West – FDOT Drainage Retention Area

Attachment: Staff Report and Locator Map (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

ANALYSIS

Background Information – This application has been proposed in order to allow an expansion of an existing RaceTrac gas station with convenience store. Specifically, this application will allow additional canopies, gas pumps, and accompanying drive aisles. The original Development Agreement addressed development of the convenience store and gas pumps, including access to CR-491 as well as SR-44, and cross-access to the adjacent commercial site. Through that Agreement, the applicant worked with the Citrus County Department of Public Works in order to accommodate shared drainage facilities and access in this area, in coordination with road widening scheduled for CR-491 in the general area.

This proposed amendment revises standards for signage and landscaping for the new area, while keeping the existing stormwater, and utility connections in place.

Consistency with the Comprehensive Plan – The application as proposed is consistent with the following policies of the Comprehensive Plan:

Policy 10A.1.3 Assure compatibility of development and development intensities with existing and planned transportation facilities.

[Staff note – The Agreement provided a coordination mechanism between the development and pending improvements to the CR-491 roadway.]

Policy 10B.3.12 Frontage roads, access roads, and/or other alternative access systems along arterial and major collector roadways, shall be required in accordance with Ch. 7 of the Land Development Code. Interconnection of parking lots along a road frontage shall be encouraged. New points of ingress and/or egress shall be limited to these access systems to minimize direct access to the congested roadways.

[Staff note – The Agreement includes a now-constructed frontage road to the adjacent site.]

Policy 10B.3.17 The County shall require any new development to provide an acceptable plan for on-site traffic flow and parking for both motorized and non-motorized vehicles. Parking for non-motorized vehicles shall be provided in this plan per standards defined in the County Land Development Code.

[Staff note – The project will continue to meet the parking and on-site traffic flow standards as outlined in the Land Development Code.]

Policy 17.11.2 All development in the Corridor Planning Zone and any development shall be subject to special review criteria as established by the LDC. This review shall take into consideration, at a minimum, the following impacts:

- Traffic circulation including need for setbacks, access, and maintenance of established LOS
- Stormwater drainage and flood protection
- Provision of utilities

Attachment: Staff Report and Locator Map (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

- Protection of jurisdictional and other unique natural features

[Staff note – The site lies within a Corridor Planning Zone along SR-44, and the proposed Agreement provides confirmation that stormwater, traffic circulation, and utilities comply with requirements].

Consistency with the Land Development Code (LDC) – The proposed Development Agreement is consistent with Chapter 12, Development Agreements, of the LDC. The existing Agreement, as well as the proposed amendment, contains deviation requests from several standards within the LDC, which are outlined below:

1. Section 9250. On-Site Signs – The application contains a sign plan that the applicant indicates exceeds the allowable amount of wall signage by 45 square feet. The LDC allows wall sign area up to one and one-half square feet for each linear foot of building front width, which would appear to allow up to 153 square feet of wall signage based on the proposed building width. The existing Agreement contained 164 square feet for the wall signs, with an additional requested sign on the new proposed canopy.

   ➢ Existing Deviation: Wall Signage: Allowable: 153 square feet
   Existing: 164 square feet
   Additional Request: 55 SF, for total of 219 square feet

2. Section 9250. On-Site Signs – The existing Agreement includes two free-standing signs, of 100 and 150 square feet. Setbacks are determined based on the square footage of the sign. The 100 square foot sign on CR-491 includes a ten-foot setback as outlined in the LDC. The 150 square foot sign requires a 20-foot setback while only ten feet was approved along SR-44. The amendment proposes new sign faces, with one sign face at approximately 110 square feet and one remaining at 150 square feet.

   ➢ Deviation: Freestanding Sign Size: Allowable: 204 square feet
   Existing: 250 square feet
   Proposed: 260 square feet

   ➢ Deviation: Freestanding Sign Setback: Required: 20 feet from property line
   Existing: 10 feet from property line
   Proposed: 10 feet from property line (no change)

The Development Agreement indicates compliance with all other aspects of the Land Development Code, including Section 3745, Design Standards for Small Nonresidential Development Projects.

Other Considerations: The proposed Development Agreement amendment has been reviewed by County staff. While the applicant has proposed removal of many of the legal items in the existing Agreement, staff cannot agree with removal due to the ongoing nature of the development. Following verbal discussion with the applicant, these items were not intended for removal but merely to reflect they were not being considered for amendment at this time.

A revised landscaped plan has also been provided that would allow relocation of some trees/shrubs to accommodate the new area, and this has been incorporated into the revised Agreement.

Attachment: Staff Report and Locator Map (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)

Summary of Agency Comments: The Amendment has been reviewed by the Department of Public Works, the Department of Water Resources, and the County Attorney's Office. Their comments are reflected in the draft document for consideration.

Summary of Public Comments: N/A – no comments have been received.

ANALYSIS OF THESE FACTORS

Based on a review of the application, the following Findings of Fact are cited:

1. The applicant has continued to work with the Department of Public Works and the Department of Water Resources to coordinate stormwater, access management, and utilities with the CR-491 road widening project, and those improvements have now been constructed.

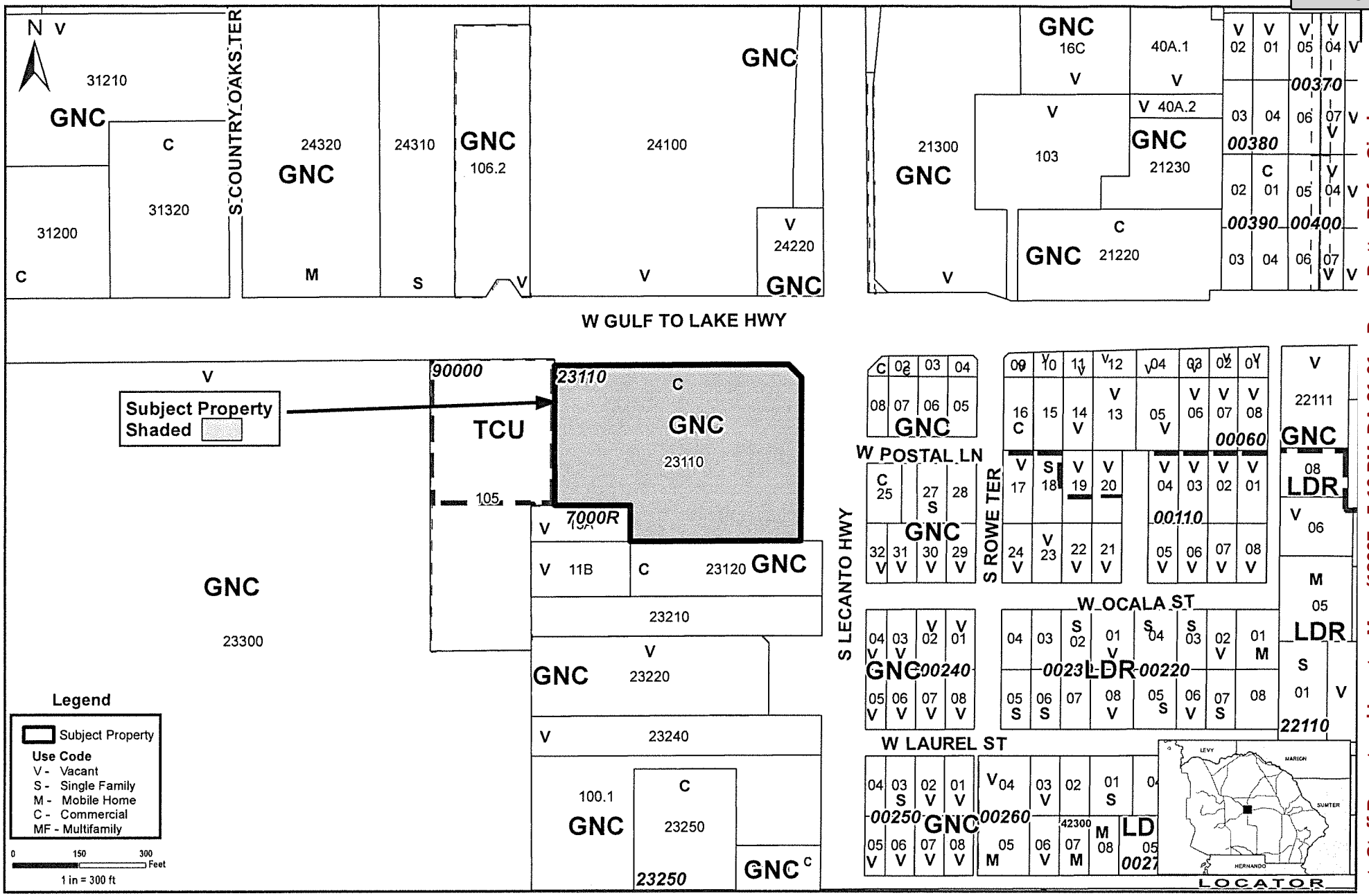
2. The application contains a proposal to expand the commercial site with minimum deviations in sign design standards from LDC requirements.

3. The application as proposed is consistent with the Comprehensive Plan and the Land Development Code.

PLANNING AND DEVELOPMENT COMMISSION (PDC) RECOMMENDATION: The Planning and Development Commission (PDC) discussed this application on November 4, 2021. The PDC recommended approval of the application. Following a suggestion by the School District representative, the PDC also voted to recommend that the Agreement contain a requirement for an onsite generator to allow fuel to be provided in the event of a storm or other event. The PDC found that the application is consistent with the requirements of the LDC and 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.

JLC/cb
Attachments

Attachment: Staff Report and Locator Map (18667 : 5:10 PM, DA-21-01 – Bryan Potts, PE for Gischorn, LLC and RaceTrac Petroleum, Inc.)



Application #: DA-21-01	Applicant: Bryan Potts, PE for Gischorn, LLC & Race Trac Petroleum, Inc.
Proposal: Amend Existing Development Agreement	Location: 3310 W. Gulf to Lake Highway, Lecanto
LDC Atlas: General Commercial (GNC)	S-T-R - 4-19-18 SE

Planner Initials: _____ Date: 9/16/21

Geographic Information Systems

Cynthia P. Skelhorn, Director

Prepared By : Susan O'Connell
Date: September 10, 2021
Source: Enterprise Geodatabase
Map Number: SO001192

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AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

Request to amend the Future Land Use Map (FLUM) of the Citrus County Comprehensive Plan from Low Density Residential (LDR) to General Commercial (GNC) and IND (Industrial), and to amend the Land Development Code Atlas Map from Professional Services/Office (PSO) and Low Density Residential with mobile homes allowed (LDRMH) to General Commercial (GNC) and Heavy Industrial (IND) with a Planned Unit Development (PUD) for open storage associated with auto salvage.

The BOCC approval transmittal of this application on October 26, 2021 to the Department of Economic Opportunity (DEO) and other state agencies. This is the adoption phase of the application.

BUDGET IMPACT/FUNDING SOURCE:

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

Applicant responsibility.

RECOMMENDED ACTION:

a. Conduct a public hearing on December 14, 2021, at 5:15 p.m. to consider application CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al

b. If approved, adopt, and authorize the Chairman and Clerk to execute the ordinances for CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al.

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 72 ACRES FROM THE LOW DENSITY RESIDENTIAL DISTRICT TO THE GENERAL COMMERCIAL DISTRICT AND THE INDUSTRIAL DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION, AND SCRIVENER'S ERRORS; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al

Section 29, Township 18 South, Range 18 East; more specifically, Parcel B of LR-96-17 and Parcel 14000-0020 of an unrecorded subdivision (AK 3440248 and 1492670), which addresses are known as 4386 and 4374 W. Norvell Bryant Hwy., Crystal River, Florida. A complete legal description of the property is on file with the Land Development Division.

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-21-11, Clark A. Stillwell, Esq. for Damron Family Trust, et al, and shall be effective within the unincorporated areas of Citrus County, Florida.

SECTION 2. AUTHORITY

This Citrus County Comprehensive Plan Amendment, Michael Wilburn for Donnie Bray and Bray & Salyer, Inc., is adopted pursuant to Chapter 163, Florida Statutes.

Attachment: CPA ordinance (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

SECTION 3. REVISIONS AND ADDITIONS TO THE FUTURE LAND USE MAP (FLUM)

CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al

Re-designation from the Low Density Residential District (LDR) to the General Commercial District (GNC) and the Industrial District (ID), modifying the Future Land Use Map as presented in CPA/AA/PUD-21-11 and as further described in Exhibit "A" (legal description), 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 (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

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: _____
RONALD E. KITCHEN, Jr., 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 (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

EXHIBIT A

CPA/AA/PUD-21-11
LEGAL DESCRIPTION

From LDR TO GNC

A PORTION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA; THENCE S. 00°30'55" W. ALONG THE WEST BOUNDARY LINE OF SAID SECTION 29, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD No. 486; THENCE N. 89°14'25" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1320.82 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE S. 00°25'07" W ALONG THE WEST BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 500.11 FEET; THENCE N. 89°14'25" E PARALLEL WITH AND 500 FEET FROM, WHEN MEASURED AT RIGHT ANGLES TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD No. 486, A DISTANCE OF 1321.67 FEET TO A POINT ON THE EAST BOUNDARY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE N. 00°19'15" E. ALONG THE EAST BOUNDARY LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 100.13 FEET; THENCE N. 89°14'25" E., A DISTANCE OF 459.29 FEET; THENCE S. 13°59'58" W DISTANCE OF 141.80 FEET; THENCE N. 89°14'25" E., A DISTANCE OF 527.15 FEET; THENCE N. 00°18'55" E. A DISTANCE OF 537.10 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD No. 486; THENCE S. 89°14'25" W. ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 2273.66 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 1,111,645 SQUARE FEET (25.52 ACRES) MORE OR LESS.

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FROM LDR TO IND:

A PORTION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA; THENCE S. 00°30'55" W. ALONG THE WEST BOUNDARY LINE OF SAID SECTION 29, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD No. 486; THENCE N. 89°14'25" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1320.82 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE S. 00°25'07" W ALONG THE WEST BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 500.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 00°25'07" W ALONG SAID WEST BOUNDARY, A DISTANCE OF 833.52 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 29; THENCE N. 88°55'05" E ALONG SAID SOUTH BOUNDARY OF THE NORTH HALF OF THE NORTH HALF A DISTANCE OF 2,644.29 FEET; THENCE N. 00°18'55" E ALONG THE EAST BOUNDARY LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 726.03 FEET; THENCE S. 89°14'25" W., A DISTANCE OF 367.90 FEET; THENCE N. 00°18'55" E. A DISTANCE OF 55.58 FEET; THENCE S. 89°14'25" W., A DISTANCE OF 527.15 FEET; THENCE S. 13°59'58" W. A DISTANCE OF 246.72 FEET; THENCE S. 89°40'45" W., A DISTANCE OF 367.33 FEET; THENCE N. 00°19'15" E., A DISTANCE OF 272.81 FEET; THENCE S. 89°14'25" W., A DISTANCE OF 1321.67 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 2,020,398 SQUARE FEET (46.38 ACRES) MORE OR LESS.

Attachment: CPA ordinance (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

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 25.66 ACRES FROM THE PROFESSIONAL SERVICES/OFFICE DISTRICT AND THE LOW DENSITY RESIDENTIAL DISTRICT WITH MOBILE HOMES ALLOWED TO THE GENERAL COMMERCIAL DISTRICT AND BY REDESIGNATING APPROXIMATELY 46.44 ACRES FROM THE LOW DENSITY RESIDENTIAL DISTRICT WITH MOBILE HOMES ALLOWED TO THE HEAVY INDUSTRIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT FOR OPEN STORAGE FOR AUTO SALVAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION, AND SCRIVENER'S ERRORS; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; 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-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al

   Section 29, Township 18 South, Range 18 East; more specifically, Parcel B of LR-96-17 and Parcel 14000-0020 of an unrecorded subdivision (AK 3440248 and 1492670), which addresses are known as 4386 and 4374 W. Norvell Bryant Hwy., Crystal River, Florida, as presented in CPA/AA/PUD-21-11 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.

Attachment: AA Ordinance (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

4. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining 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

RONALD E. KITCHEN, JR., CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____

DENISE A. DYMOND LYN, COUNTY ATTORNEY

Attachment: AA Ordinance (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

EXHIBIT A
CPA/AA/PUD-21-11
LEGAL DESCRIPTION

FROM PSO, Professional Services/office District, and LDRMH, Low Density Residential with mobile homes allowed, to GNC, General Commercial:

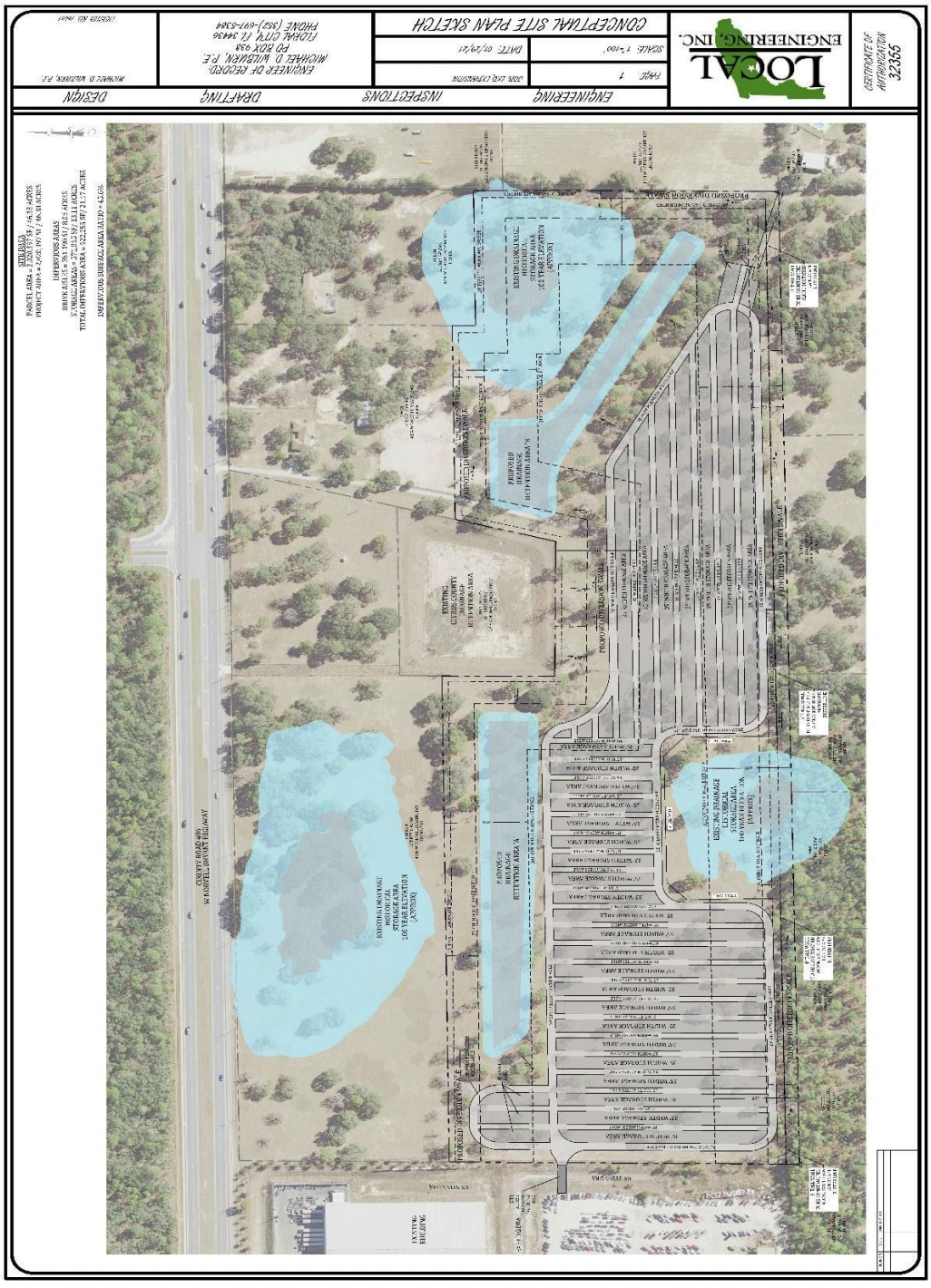
A PORTION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA; THENCE S. 00°30'55" W. ALONG THE WEST BOUNDARY LINE OF SAID SECTION 29, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD No. 486; THENCE N. 89°14'25" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1320.82 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE S. 00°25'07" W ALONG THE WEST BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 500.11 FEET; THENCE N. 89°14'25" E PARALLEL WITH AND 500 FEET FROM, WHEN MEASURED AT RIGHT ANGLES TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD No. 486, A DISTANCE OF 1321.67 FEET TO A POINT ON THE EAST BOUNDARY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE N. 00°19'15" E. ALONG THE EAST BOUNDARY LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 100.13 FEET; THENCE N. 89°14'25" E., A DISTANCE OF 459.29 FEET; THENCE S. 13°59'58" W DISTANCE OF 141.80 FEET; THENCE N. 89°14'25" E., A DISTANCE OF 527.15 FEET; THENCE N. 00°18'55" E, A DISTANCE OF 537.10 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD No. 486; THENCE S. 89°14'25" W. ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 2273.66 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 1,111,645 SQUARE FEET (25.52 ACRES) MORE OR LESS.

FROM LDRMH, Low Density Residential with mobile homes allowed, to IND/PUD, Heavy Industrial, with a Planned Unit Development:

A PORTION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA; THENCE S. 00°30'55" W. ALONG THE WEST BOUNDARY LINE OF SAID SECTION 29, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD No. 486; THENCE N. 89°14'25" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1320.82 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE S. 00°25'07" W ALONG THE WEST BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 500.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 00°25'07" W ALONG SAID WEST BOUNDARY, A DISTANCE OF 833.52 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 29; THENCE N. 88°55'05" E ALONG SAID SOUTH BOUNDARY OF THE NORTH HALF OF THE NORTH HALF A DISTANCE OF 2,644.29 FEET; THENCE N. 00°18'55" E ALONG THE EAST BOUNDARY LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 726.03 FEET; THENCE S. 89°14'25" W., A DISTANCE OF 367.90 FEET; THENCE N. 00°18'55" E. A DISTANCE OF 55.58 FEET; THENCE S. 89°14'25" W., A DISTANCE OF 527.15 FEET; THENCE S. 13°59'58" W. A DISTANCE OF 246.72 FEET; THENCE S. 89°40'45" W., A DISTANCE OF 367.33 FEET; THENCE N. 00°19'15" E., A DISTANCE OF 272.81 FEET; THENCE S. 89°14'25" W., A DISTANCE OF 1321.67 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 2,020,398 SQUARE FEET (46.38 ACRES) MORE OR LESS.

Attachment: AA Ordinance (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

EXHIBIT B
CPA/AA/PUD-21-11
MASTER PLAN



Attachment: AA Ordinance (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

EXHIBIT C
CPA/AA/PUD-21-11
CONDITIONS OF APPROVAL

1. The Planned Unit Development (PUD) shall allow for outdoor storage associated with auto salvage in the IND land use district as outlined on the Master Plan date-stamped received July 26, 2021, by the Land Development Division. Any new construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code, unless as specifically outlined within these conditions.

2. A 20-foot wide Type "C" landscape buffer is required along the north property line, abutting nonresidential land use districts and a Type "D" buffer with an eight-foot wall is required along the north, east, and south property lines where abutting residential land use districts as outlined on the Master Plan.

3. The outdoor storage associated with auto salvage must maintain a minimum 51-foot setback to the adjacent residential lots to the south and a minimum 192-foot setback to the adjacent residential lots to the east as outlined on the Master Plan. If the property is subdivided, the outdoor storage associated with auto salvage must maintain a minimum 65-foot setback to the adjacent nonresidential property to the north as outlined on the Master Plan.

4. A Tree Preservation Plan must be submitted and approved at the time of permitting.

5. A biological survey must be submitted at the time of permitting.

6. 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. Turf grasses and landscape vegetation shall be common to the area and drought tolerant.

7. The applicant will need to meet the requirements of Chapter 6, Stormwater Management and Chapter 7, Transportation System Standards at time of permitting.

8. In accordance with Chapter 42, Environment, Article VI NPDES Stormwater Illicit Connection or Illicit Discharge Regulations the following is required:

    - If dewatering practices occur, all testing/monitoring requirements by the governing agency needs to be reported to Citrus County as well, including types of testing and frequency of testing.

    - The projects stormwater management system must be designed to prevent adverse impacts to the existing stormwater system (pipes and inlets) draining into the adjacent drainage retention area.

9. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

Attachment: AA Ordinance (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

10. Minor modifications to this Planned Unit Development may be approved by the Director of the Land Development Division as outlined within Section 4304, Modification of a Previously Approved Planned Unit Development, as specified in the LDC.

Attachment: AA Ordinance (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

FDOT
Florida Department of Transportation
RON DESANTIS
GOVERNOR
11201 N. McKinley Drive
Tampa, FL 33612
KEVIN J. THIBAULT P.E.
SECRETARY

November 9, 2021

Mr. Joe Hochadel
Principal Planner
Land Development Division
3600 West Sovereign Path, Suite 140
Lecanto, FL 34461-8070

Subject: Citrus County Comprehensive Plan Amendment 21-06ESR

Dear Mr. Hochadel:

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed two proposed amendments contained within 21-06ESR: (CPA-21-12 and CPA/AA/PUD 21-11).

Background: Citrus County has an estimated 2020 unincorporated population of 149,383 (Bureau of Economic and Business Research). Taking in 773 square miles, existing land uses are mostly conservation, agriculture, residential and vacant. State facilities traversing the county include US 19, US 41, US 98, SR 44 and SR 200.

Proposal: **CPA 21-12** - On April 1, 2021, House Bill 59 passed in the 2021 Legislative Session. This bill requires that local governments create a separate Property Rights Element in the Comprehensive Plan and incorporate specific language as to the rights of property owners. The property rights element language is utilizing the model language provided in House Bill 59. Also, the amendment has no impact on various entitlement thresholds found within their respective future land use categories.

FDOT determined proposed amendment CPA-21-12 has no impact on important state transportation resources or facilities within its jurisdiction, at this time.

Proposal: **CPA/AA PUD 21-11** - This request is a map amendment on 72 acres from Professional Services/Office District (PSO) and Low-Density Residential District Mobile Homes Allowed (LDRMH) **to** General Commercial District (GNC) and Heavy Industrial District (IND). The property is located at 4386 4374 W. Norvell Bryant Highway in Crystal River. According to the Applicant the proposed use (auto salvage) will take access form

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Attachment: FDOT comments and DEO receipt (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

Thank you for coordinating on the review of this proposed amendment(s) with FDOT. If you have any questions, please do not hesitate to contact me by email at Daniel.Santos@dot.state.fl.us or (813) 975-6429.

Sincerely,

Daniel C. Santos, AICP
Transportation Planning Supervisor

cc: Ray Eubanks, Plan Processing Administrator, DEO
Beau Scott, Planning Analyst, DEO
Waddah Farah, PDA Administrator, FDOT District 7
Lindsey Mineer, LGCP Coordinator, FDOT District 7

Attachment: FDOT comments and DEO receipt (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
SECRETARY

November 8, 2021

RESPONSE VIA E-MAIL ONLY

Mr. Joe Hochadel, Principal Planner
Citrus County Land Development Division
3600 West Sovereign Path, Suite 140
Lecanto, Florida 34461

RE: CPA 21-12 Property Rights Element and CPA/AA/PUD-21-11 Damron Trust

Dear Mr. Sherman:

Thank you for submitting Citrus County's proposed comprehensive plan amendment for our review pursuant to the Expedited State Review process. The reference number for this amendment package is 21-06ESR.

The proposed submission package will be reviewed pursuant to Section 163.3184(3), Florida Statutes. Once the review is underway, you may be asked to provide additional supporting documentation by the review team to ensure a thorough review. You will receive the Department's Comment Letter no later than December 5, 2021.

If you have any questions please contact Donna Harris, Plan Processor at (850) 717-8491 or James Stansbury, Bureau Chief, whom will be overseeing the review of the amendments, at (850)717-8504.

Sincerely,

D. Ray Eubanks, Administrator
Plan Review and Processing

DRE/dh

cc: External Agencies

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NOV 08 2021
CPA-21-12
Land Development Division

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Attachment: FDOT comments and DEO receipt (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

Denise L. Gallagher

From: Joseph C. Hochadel
Sent: Friday, December 3, 2021 2:13 PM
To: Susan K. Wright; Vicki R. Austin
Subject: FW: [EXTERNAL]Citrus County 21-06ESR Proposed

Comments from DEP.

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Friday, December 3, 2021 2:02 PM
To: Joseph C. Hochadel <joe.hochadel@citrusbocc.com>; dcpexternalagencycomments@deo.myflorida.com
Cc: plan.review@dep.state.fl.us
Subject: [EXTERNAL]Citrus County 21-06ESR Proposed

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

To: Joe Hochadel, Principal Planner

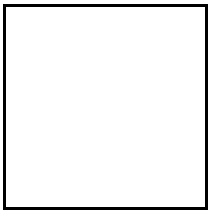
Re: Citrus County 21-06ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.

Attachment: DEP comments (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)



Attachment: DEP comments (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

From: DONALD BLANCHE <waypoint444@gmail.com>
Sent: Friday, August 27, 2021 12:12
To: comments <comments@citrusbocc.com>
Subject: [EXTERNAL]Change of zoning / regulationCPA/AA/PUD-21-11 Establishing change of regulation for land use. Address: 4386 and 4374 West Norvell Bryant(HWY486)

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

CPA/AA/PUD-21-11 Establishing change of regulation for land use. Address: 4386 and 4374 West Norvell Bryant(HWY486)

My comments are in regards to the change of regulations to designate approximately 118 acres from low density residential to an open storage area for auto salvage. There are many reasons to decline this change of ordinance. Salvage yards are inherently a hazardous waste producer. My concern is whether the waste water and contaminants are being captured before they enter the soil, the storm water runoff system or sewage and ultimately our water sources. Another reason is that the bike trail to Crystal River and the road frontage and drive is a fairly nice one, however the addition of another 100 acres of auto wreckage/salvage will have a negative impact on those biking Norvell Bryant and those in autos coming into Citrus County heading towards Crystal River.

To be clear the salvage yard currently in place is an eyesore. There are car pieces scattered at times along the roadside in proximity to the

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AUG 27 2021
CPA/AA/PUD-21-11
Land Developm

Attachment: Public Input (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

current yard. There are trucks stopped in the highway medium at times which could create a traffic hazard.

I am not sure of the number of minimum wage jobs that will be created, however considering the enormous environmental impact this will have and changing the aesthetic impact so dramatically in such a negative way, I feel that this is not a good change to the current ordinance. An alternative could be a low density residential area with some shops/dining which would help with our current housing shortage and also the tax base. Thank you

Leslie Blanche

6630 W. Sentinel Bluff Path

Beverly Hills, Fl. 344656

Attachment: Public Input (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

RECEIVED
AUG 27 2021
CPA/AA/PUD-21-11
Land Development

From: Theresa Waldron <waldron109xx@gmail.com>
Sent: Wednesday, October 20, 2021 4:23 PM
To: Jeff S. Kinnard; Holly L. Davis; Scott E. Carnahan; Ronald E. Kitchen; Ruthie D. Schlabach
Subject: [EXTERNAL]Damron Land Change on 486

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

Dear Commissioner,
I have concerns with the data in the Agenda concerning this land change. I see that the standards for the setbacks are considerably higher than what the Applicant proposed. If we are to maintain any type of standard concerning growth and keeping Citrus County from Willy Nilly Here and There changes everywhere,,,,, Why are the given standards not maintained? It appears this is the Open West where anyone can do anything with any property . Why have any rules , codes, or conditions written down as a guide for proper growth when none of it is ever followed?
My concern with the Damron change is not to stop or hinder reasonable growth but to maintain the type of LDR lifestyle that we cherish in the nearby vicinity to their property. They certainly have rights but we as landowners, also have rights to the peaceful country life that makes this county so valuable.
I recall in the not so distant past, a time when I could not sleep due to the all night noise that LQK or previous yard owner made. They were moving metal around all night long. Have you ever slept next to a pinball machine? It was quite similar and honestly quite unfair to those of us that live south of the property.
Change must be reasonable and equitable. I see the loss of equity in this transaction if the southern setbacks are not required to be maintained at the original 200 ft. As stated in the Agenda Information, the county stated there is ample room to do their business and maintain the 200 ft setback on the southern boundary.
I am asking for a reconsideration for the southern boundary setback to be a definite 200 ft .

Sincerely Yours,
Theresa Waldron
Lecanto

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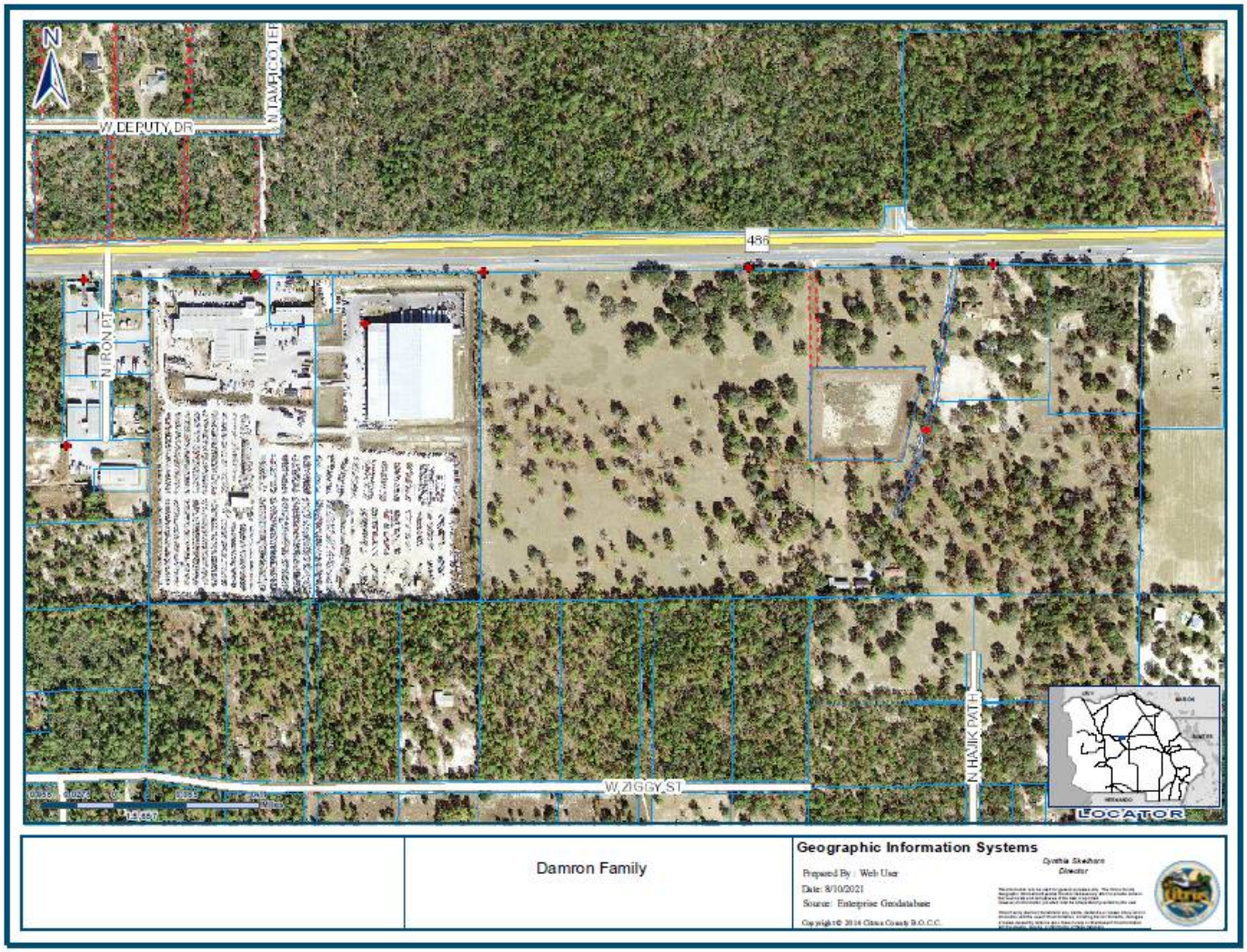
CPA/AA/PUD-21-11
OCT 21 2021
Land Development Division

Attachment: Public Input (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

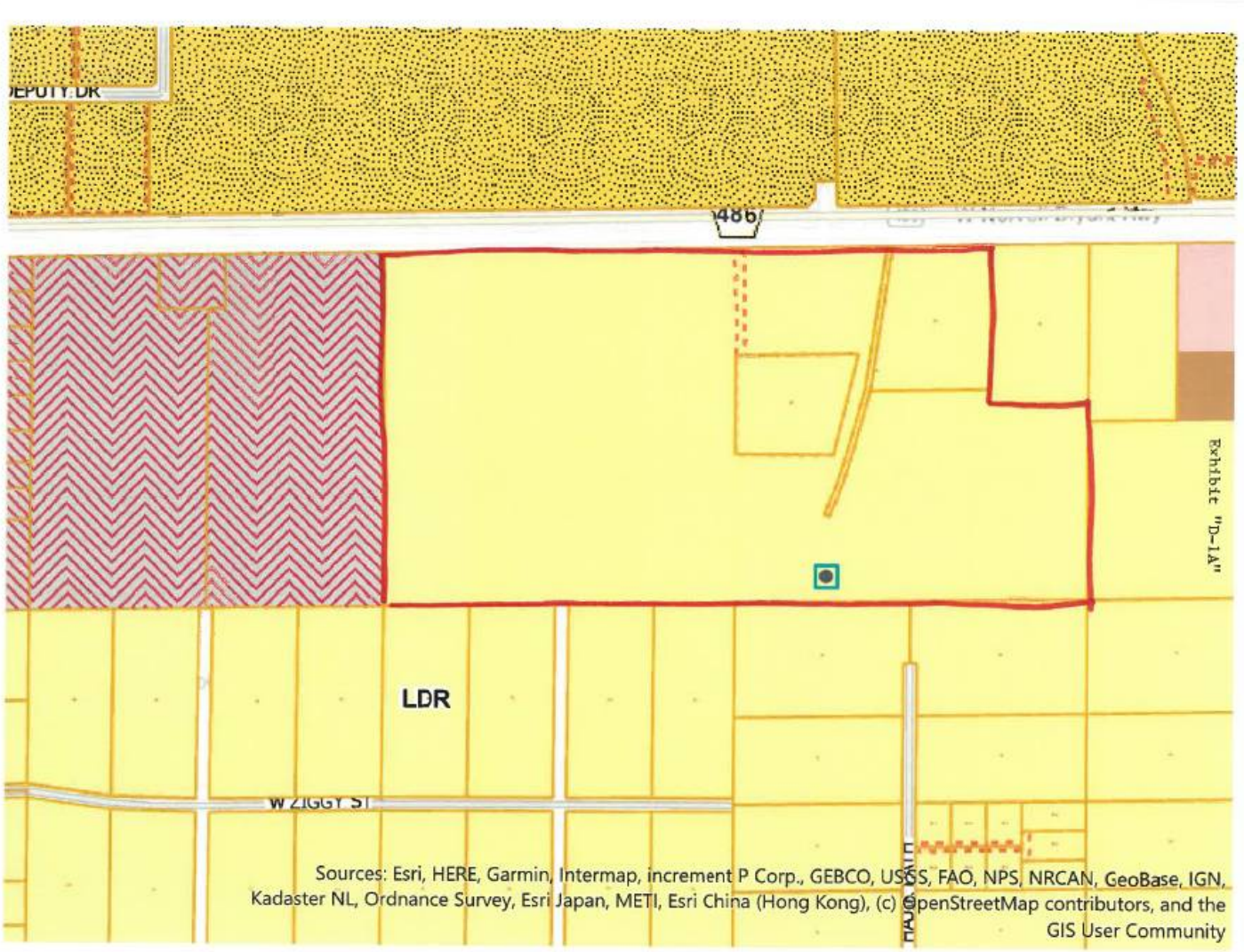
CPA/AA/PUD-21-11

Clark A. Stillwell
Law Office of Clark A. Stillwell for
Damron Family
320 US Hwy 41 South
Inverness, Florida 34450
caslaw@tampabay.rr.com

Attachment: Applicant Power Point (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for



Attachment: Applicant Power Point (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for



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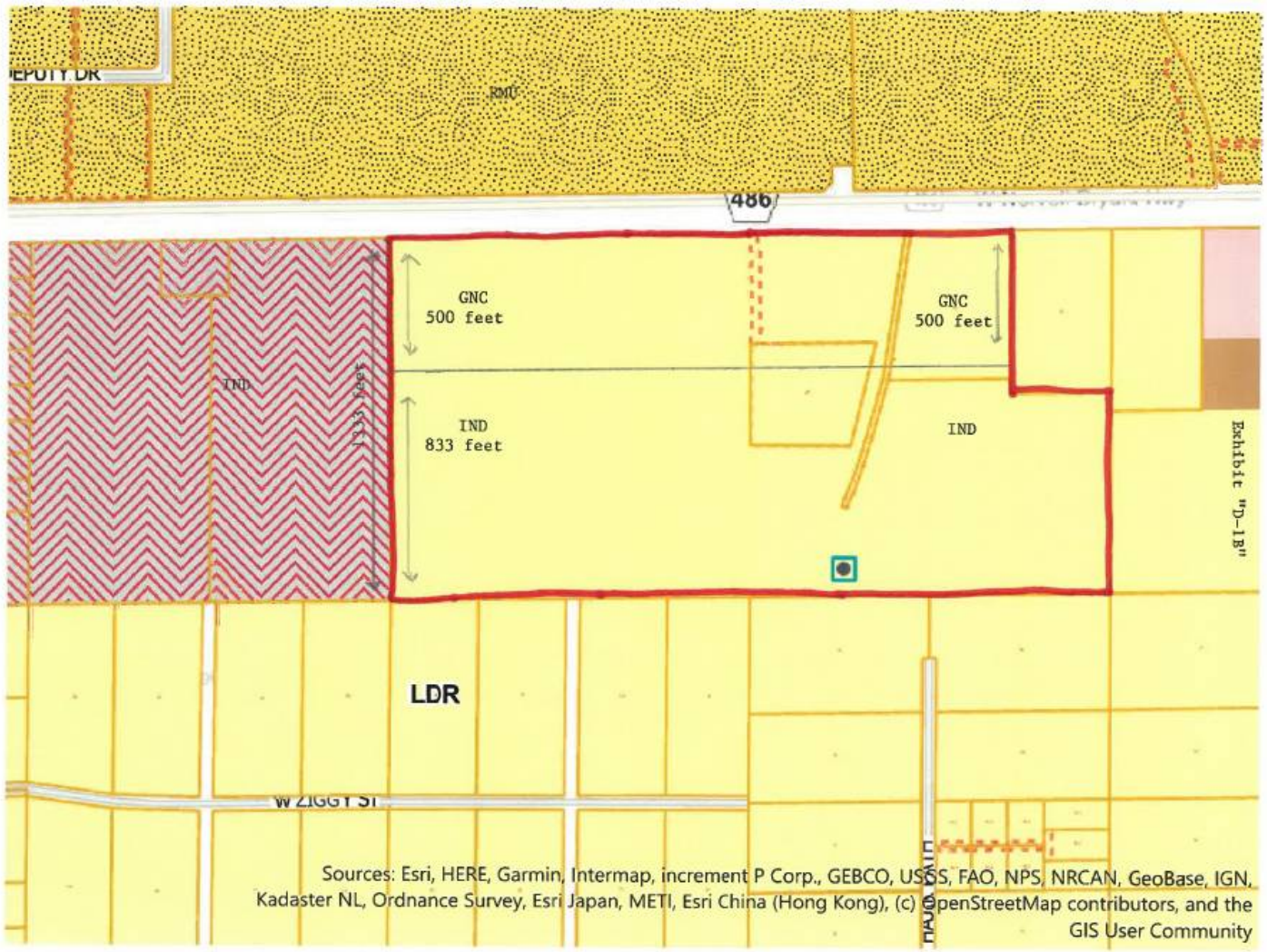

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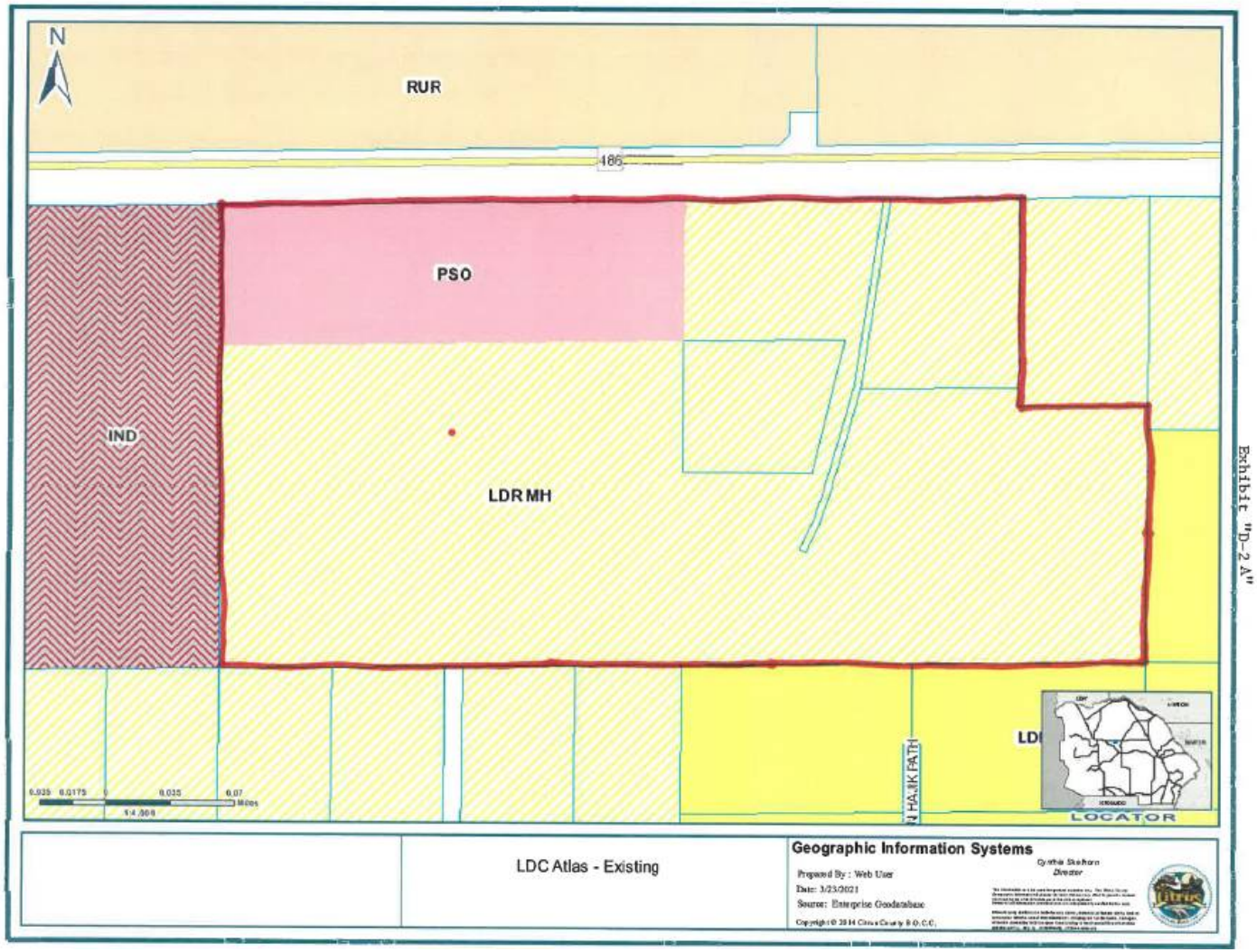

Exhibit "D-2 A"

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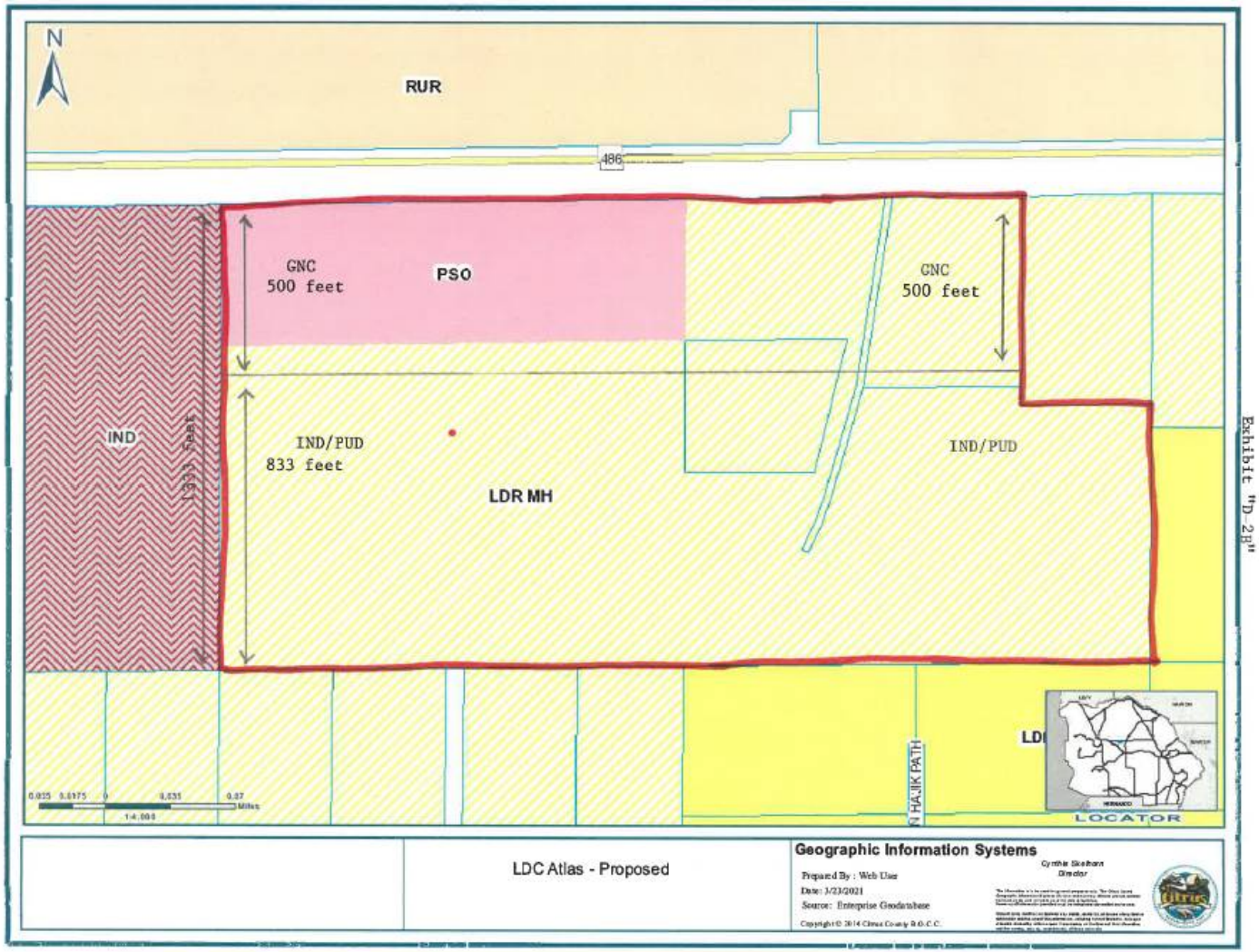

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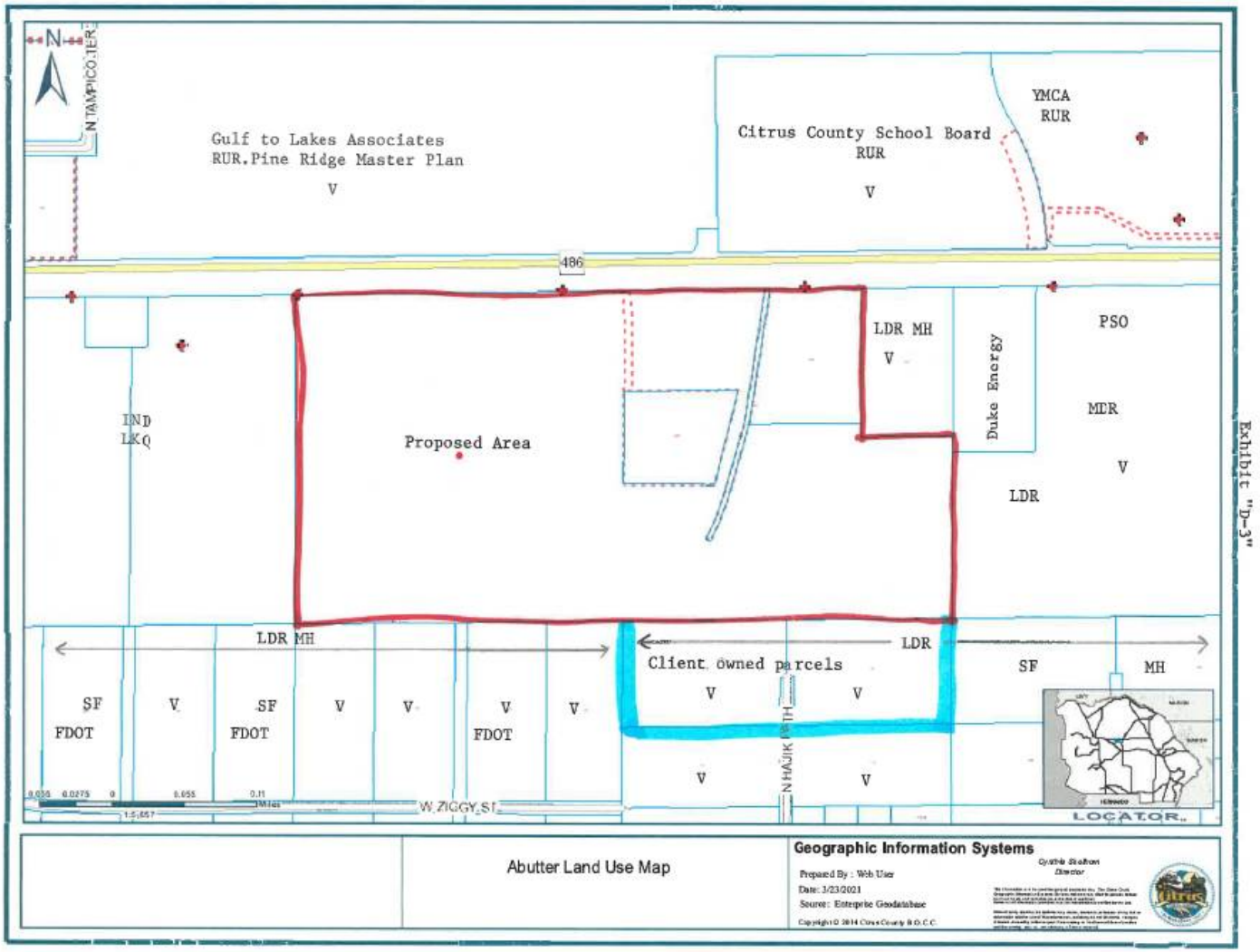

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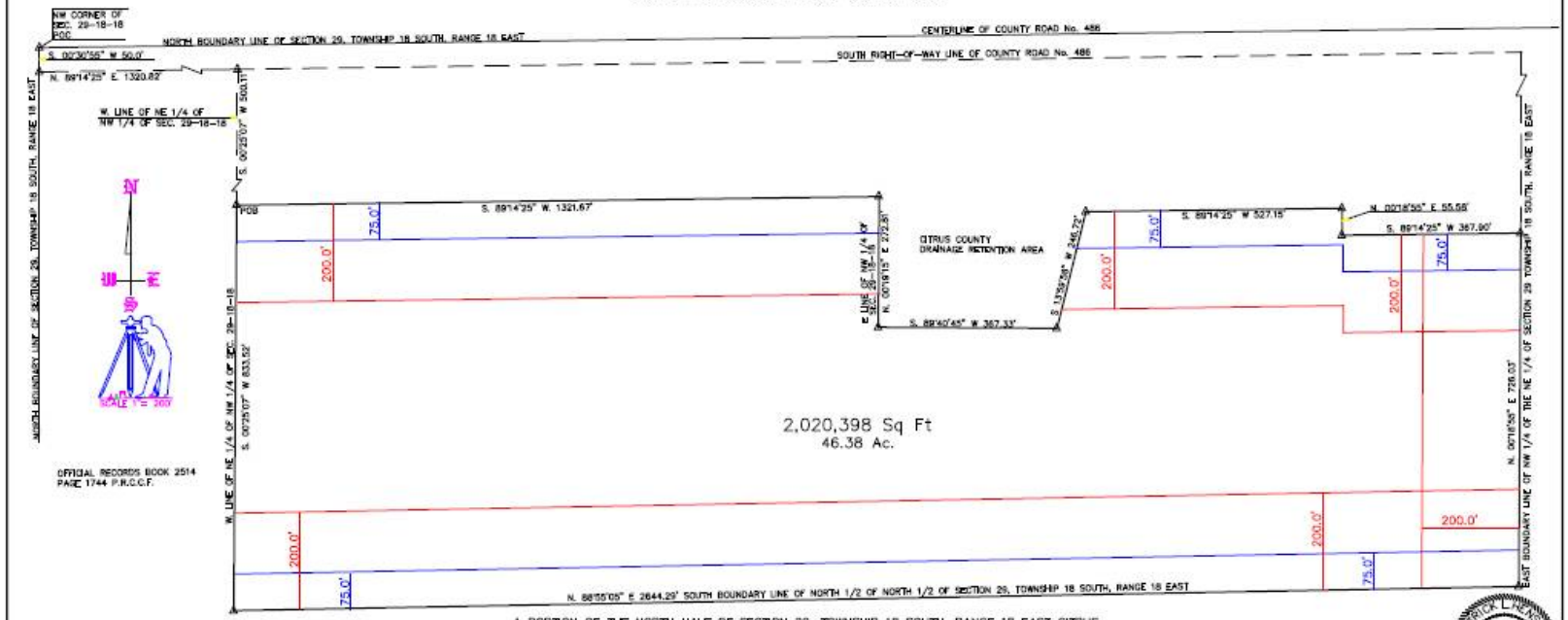
Attachment: Applicant Power Point (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for

DESCRIPTIVE SKETCH
(THIS IS NOT A SURVEY)
HEAVY INDUSTRIAL DISTRICT DESCRIPTIVE



Δ= DESCRIPTIVE POINT
P.O.C. = POINT OF COMMENCEMENT
PRCCF = PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA
SEC = SECTION
TWP = TOWNSHIP
RNG = RANGE
P.O.B. = POINT OF BEGINNING

MAP REVISION DATE: JULY 21,2021
REVISE LEGAL DESCRIPTION

Anderson Specialty Services, Inc.
9200 East Orange Avenue
Floral City, Florida 34436
(352) 220-0146
BUSINESS CERTIFICATE LB 8156

A PORTION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA; THENCE S. 00°30'55" W. ALONG THE WEST BOUNDARY LINE OF SAID SECTION 29, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD No. 486; THENCE N. 89°14'25" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1320.82 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE S. 00°25'07" W ALONG THE WEST BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 500.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 00°25'07" W ALONG SAID WEST BOUNDARY, A DISTANCE OF 833.52 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 29; THENCE N. 88°55'05" E ALONG SAID SOUTH BOUNDARY OF THE NORTH HALF OF THE NORTH HALF A DISTANCE OF 2,644.29 FEET; THENCE N. 00°18'55" E ALONG THE EAST BOUNDARY LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 726.03 FEET; THENCE S. 89°14'25" W., A DISTANCE OF 367.90 FEET; THENCE N. 00°18'55" E. A DISTANCE OF 55.58 FEET; THENCE S. 89°14'25" W., A DISTANCE OF 527.15 FEET; THENCE S. 13°59'58" W. A DISTANCE OF 246.72 FEET; THENCE S. 89°40'45" W., A DISTANCE OF 367.33 FEET; THENCE N. 00°19'15" E., A DISTANCE OF 272.81 FEET; THENCE S. 89°14'25" W., A DISTANCE OF 1321.67 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 2,020,398 SQUARE FEET (46.38 ACRES) MORE OR LESS.

PATRICK L. HENSON CERTIFICATE No. 4547 STATE OF FLORIDA REGISTERED LAND SURVEYOR

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT THE DESCRIPTIVE SKETCH SHOWN HEREON WAS PREPARED UNDER MY DIRECTION SUPERVISION AND CONFORMS TO THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATED THIS_____DAY OF_____

PATRICK L. HENSON, REGISTERED LAND SURVEYOR
FLORIDA REGISTRATION No. 4547

THIS SURVEY INVALID UNLESS EMBOSSED WITH A SURVEYORS IMPRESSION SEAL FOR PAPER COPIES OR DIGITAL SIGNATURE AND SEAL ACCOMPANIED BY A VALID ELECTRONIC SIGNATURE FOR ELECTRONIC COPIES.

Attachment: Applicant Power Point (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for

Who is LKQ

LKQ Corporation is the leading provider of alternative and specialty parts to repair and accessorize automobiles and other vehicles. LKQ has operations in North America, Europe and Taiwan. LKQ offers its customers a broad range of replacement systems, components, equipment and parts to repair and accessorize automobiles, trucks, and recreational and performance vehicles.

OUR MISSION IS TO BE THE LEADING GLOBAL VALUE-ADDED DISTRIBUTOR OF VEHICLE PARTS AND ACCESSORIES BY OFFERING OUR CUSTOMERS THE MOST COMPREHENSIVE, AVAILABLE AND COST EFFECTIVE SELECTION OF PART SOLUTIONS WHILE BUILDING STRONG PARTNERSHIPS WITH OUR EMPLOYEES AND THE COMMUNITIES IN WHICH WE OPERATE.

LKQ was initially formed in 1998. It has 1,700 locations in 31 countries with 51,000 employees worldwide. LKQ is a publicly traded company on Nasdaq stock exchange – "LKQ". Locally, LKQ commenced its current operations in year 1998. The local LKQ operations include 39 acres, 130,000 sq. ft. of warehouse operations and 150 employees. The proposed expansion for open storage will allow LKQ to grow with the community adding additional employees.

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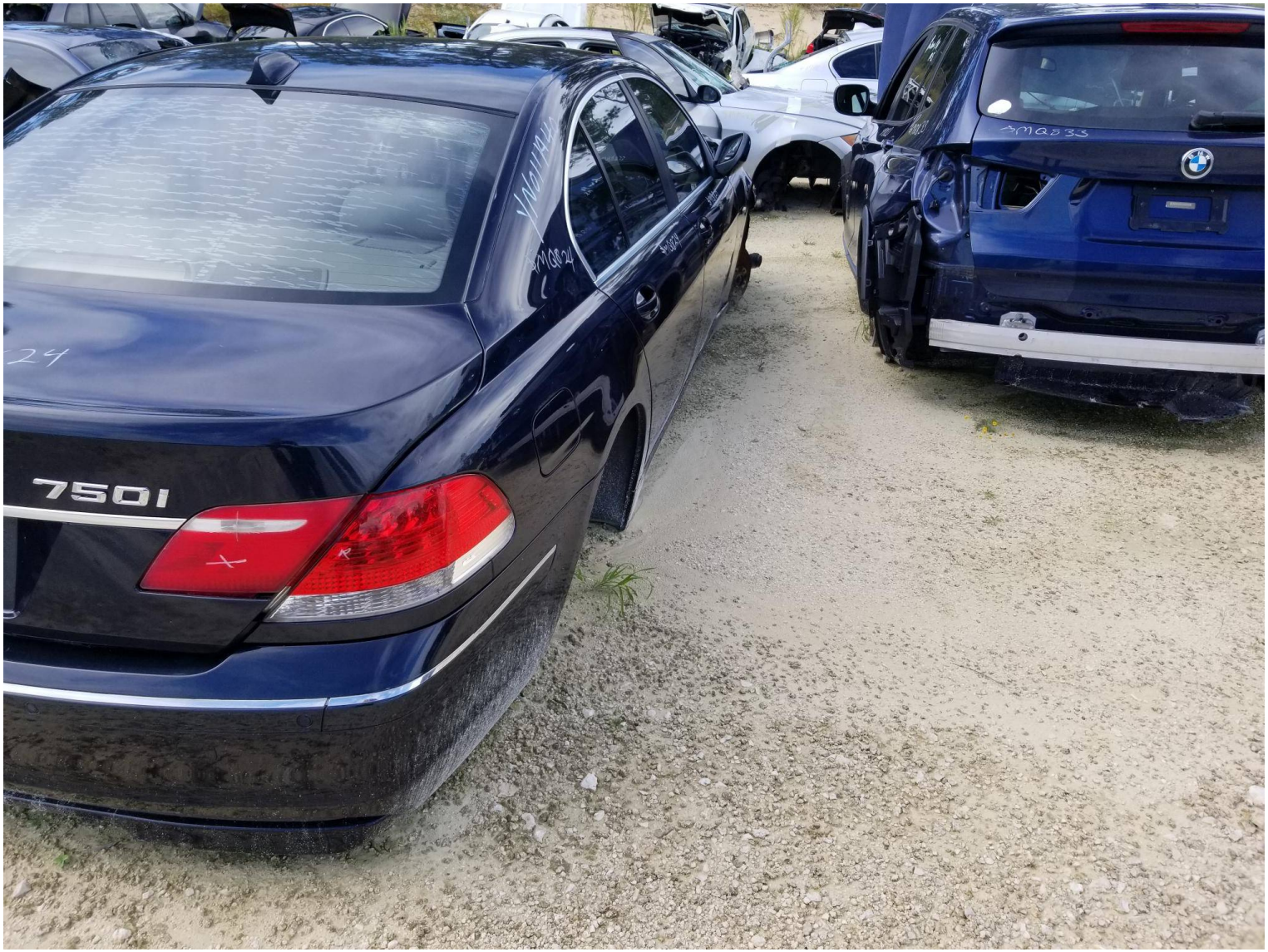

Attachment: Applicant Power Point (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for

SUNCOAST PARKWAY 2 (SR 589), PHASE 2 - DESIGN
From SR 44 to CR 486

Financial Project ID Number: 442764-1

PROJECT LOCATION MAP

PUBLIC INFORMATION MEETING (4 P.M. – 7 P.M.) | THURSDAY, JANUARY 23, 2020
CITRUS COUNTY NATIONAL GUARD ARMORY | 8551 W. VENABLE STREET, CRYSTAL RIVER, FL 34429

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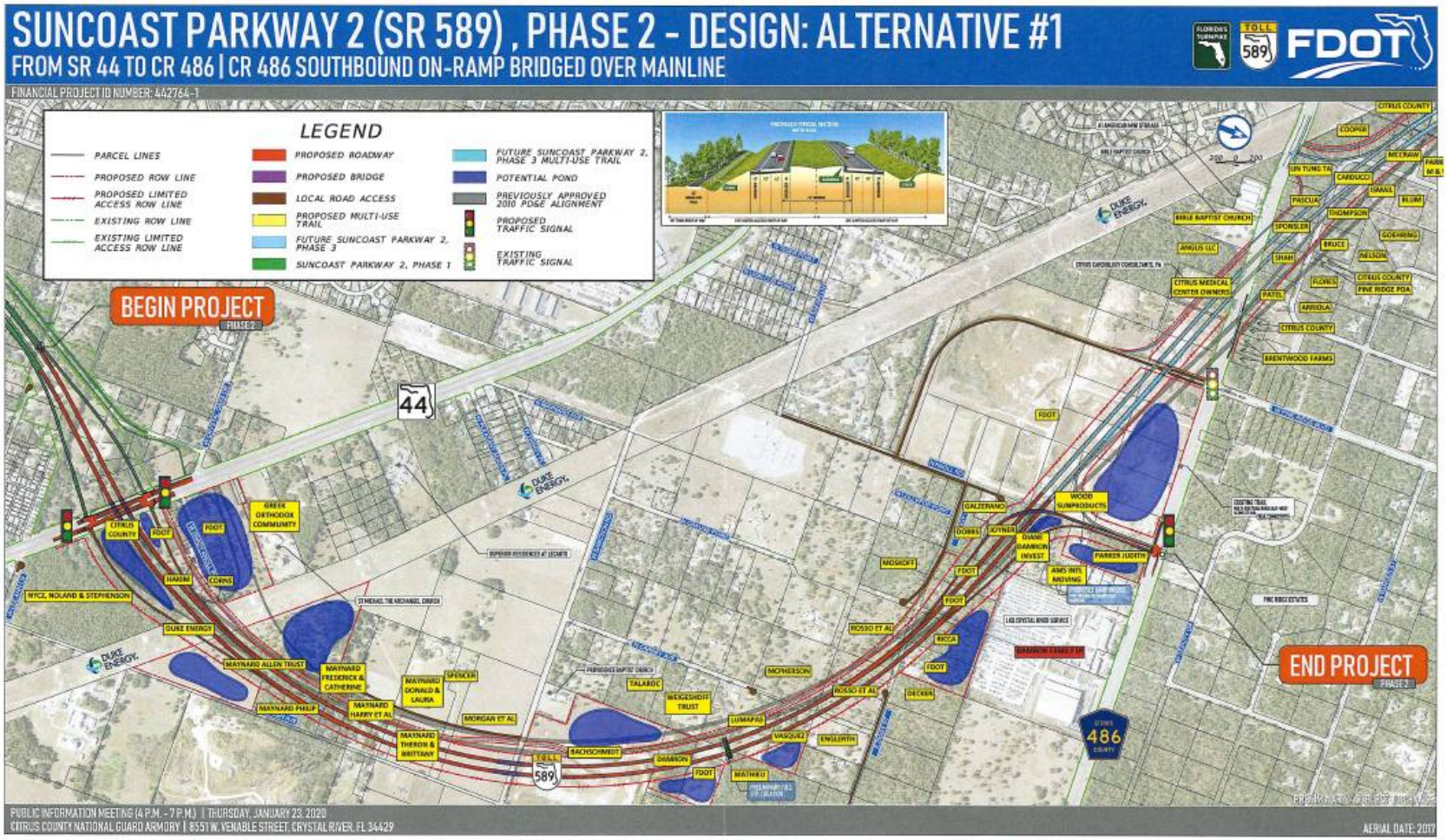

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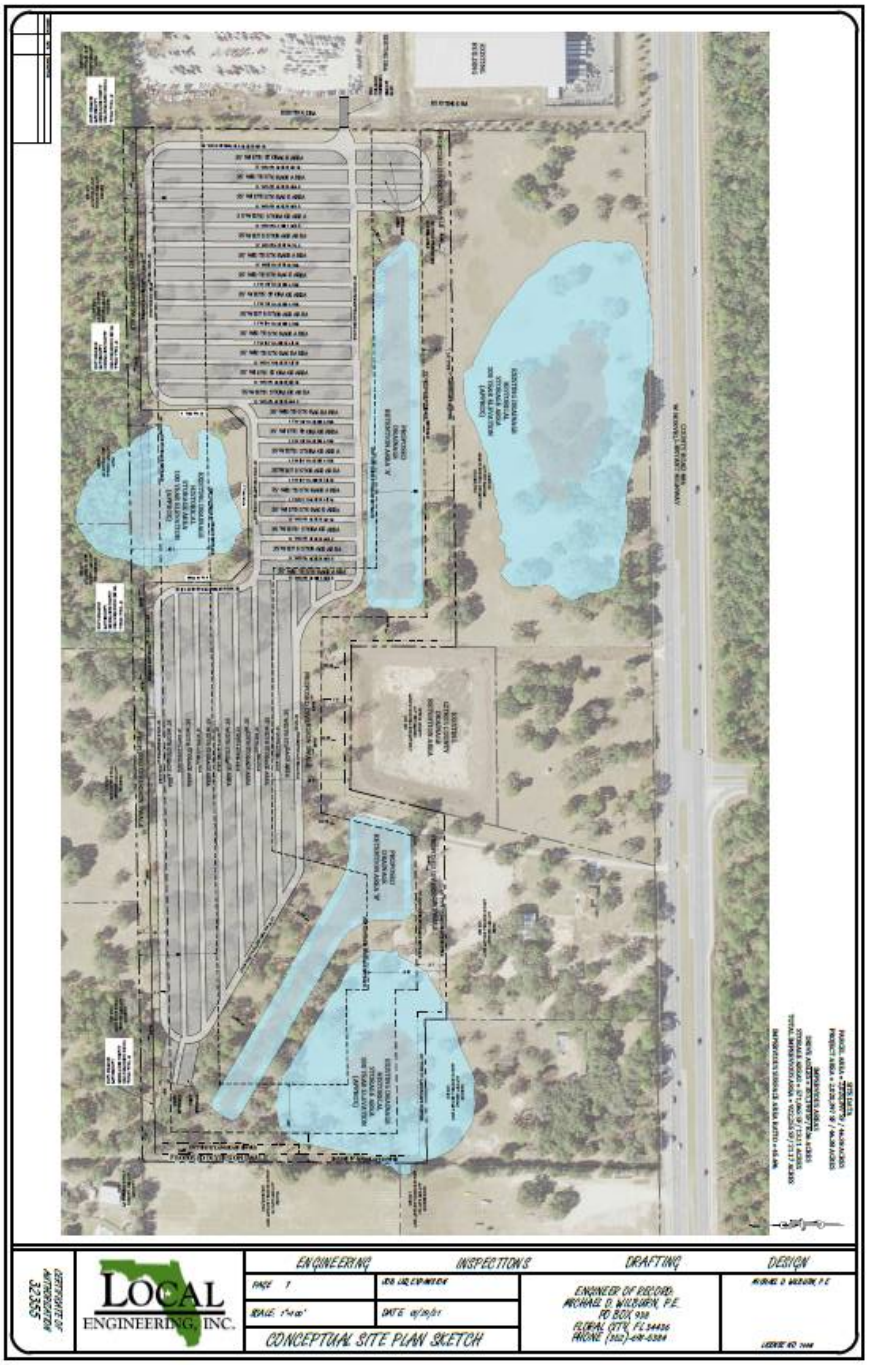
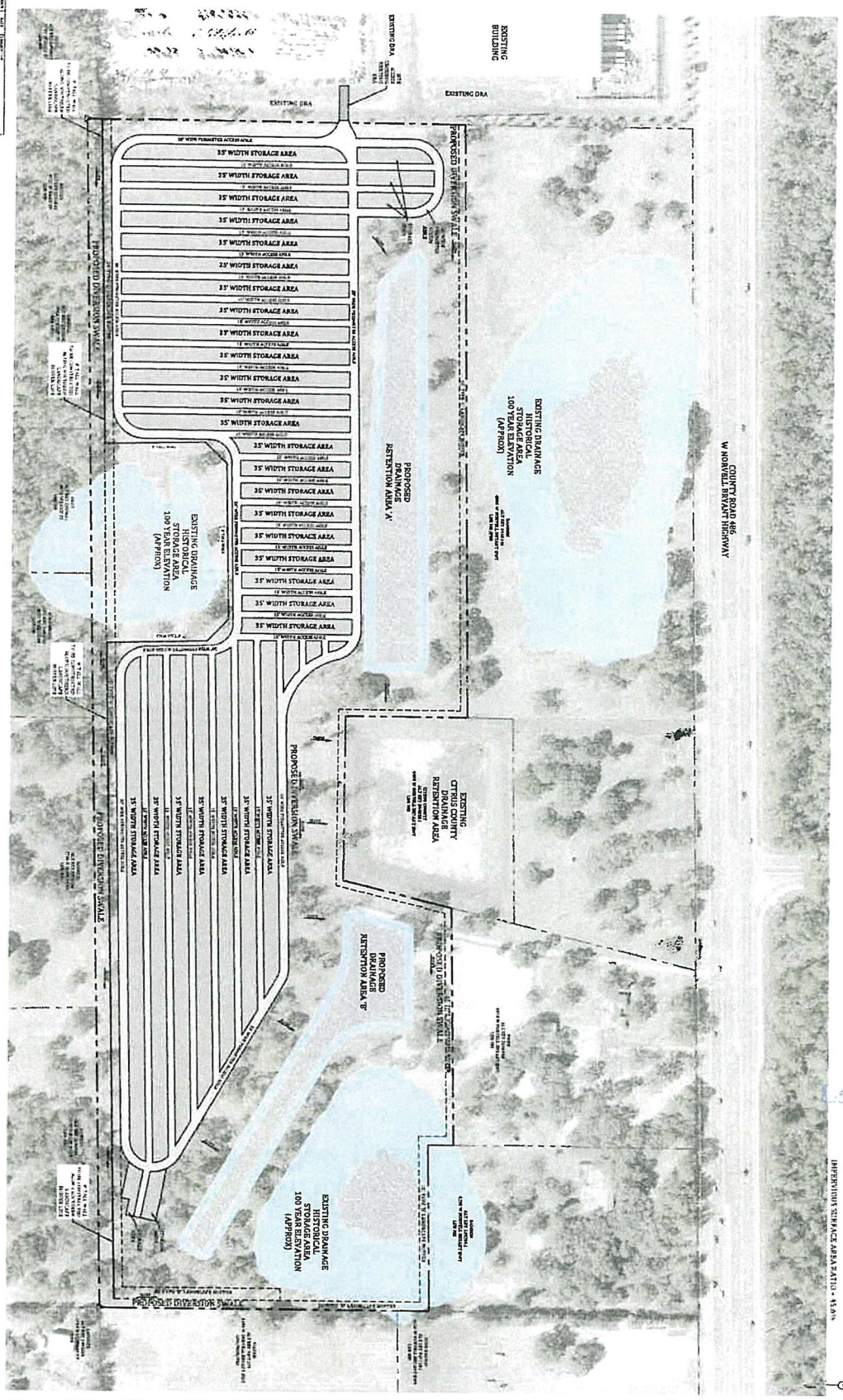

LOCAL
ENGINEERING, INC.
ENGINEERING
INSPECTIONS
DRAFTING
DESIGN
CONCEPTUAL SITE PLAN SKETCH

REVISED "F-1"



RECEIVED
JUL 28 2021
CPA/AA/PUD-21-
Land Development Divi

CERTIFICATE OF AUTHORIZATION 32355	LOCAL ENGINEERING, INC.	ENGINEERING INSPECTIONS DRAFTING DESIGN			
		PAGE 1	JOB: LKQ EXPANSION	ENGINEER OF RECORD: MICHAEL D. WILBURN, P.E. PO BOX 938 FLORAL CITY, FL 34436 PHONE (352)-697-5384	MICHAEL D. WILBURN, P.E.
		SCALE: 1"=100'	DATE: 07/23/21		
		CONCEPTUAL SITE PLAN SKETCH			LICENSE NO. 76081

SITE DATA
PARCEL AREA = 2,020,397 SF / 46.38 ACRES
PROJECT AREA = 2,020,397 SF / 46.38 ACRES

IMPERVIOUS AREAS
DRIVE AISLES = 351,190 SF/ 8.06 ACRES
STORAGE AREAS = 571,065 SF/ 13.11 ACRES
TOTAL IMPERVIOUS AREA = 922,255 SF/ 21.17 ACRES

IMPERVIOUS SURFACE AREA RATIO = 45.6%

COUNTY ROAD 486
W NORVELL BRYANT HIGHWAY

EXISTING BUILDING

EXISTING DRA

SITE ACCESS CROSSING EXISTING DRA

EXISTING DRAINAGE HISTORICAL STORAGE AREA 100 YEAR ELEVATION (APPROX)

DAMRON
ALT KEY 3440248
4384 W NORVELL BRYANT HWY
LDR MH/PSD

EXISTING CITRUS COUNTY DRAINAGE RETENTION AREA

CITRUS COUNTY
ALT KEY 3440251
4498 W NORVELL BRYANT HWY
LDR MH

OWEN
ALT KEY 3696980
4374 W NORVELL BRYANT HWY
LDR MH

DAMRON
ALT KEY 1492641
4290 W NORVELL BRYANT HWY
LDR MH

DUKE ENERGY
ALT KEY 3477181
4256 W NORVELL BRYANT HWY
LDR MH

WAUGH
ALT KEY 3477179
4234 W NORVELL BRYANT HWY
LDR/MDR/PSO

LANGLEY
ALT KEY 1492506
1704 N COMMERCE PT
RDR

DAMRON
ALT KEY 2369480
1760 N HAUL PATH
LDR MH

SCRAMLING
ALT KEY 1493872
4021 W DIGGS ST
LDR MH

CARROLL
ALT KEY 2399046
4065 W DIGGS ST
LDR MH

FDOT
ALT KEY 2399041
4093 W DIGGS ST
LDR/RDR

DECKER
ALT KEY 2391815
4727 W DIGGS ST
LDR MH

FDOT
ALT KEY 1493921
4781 W DIGGS ST
LDR MH

PROPOSED DIVERSION SWALE
15' TYPE 'A' LANDSCAPE BUFFER
20' WIDE PERIMETER ACCESS AISLE
75' OUTDOOR STORAGE SETBACK
PROPOSED DRAINAGE RETENTION AREA 'A'
200' OUTDOOR STORAGE SETBACK
STORAGE AREA
35' WIDTH STORAGE AREA
15' WIDTH ACCESS AISLE
8' WIDE PERIMETER ACCESS AISLE
8' TALL WALL
200' OUTSIDE STORAGE SETBACK
25' OUTSIDE STORAGE SETBACK
20' TYPE 'D' LANDSCAPE BUFFER
8' TALL WALL TO BE CONSTRUCTED ALONG SOUTHERN LANDSCAPE BUFFER LINE
PROPOSED DRAINAGE RETENTION AREA 'B'
EXISTING DRAINAGE HISTORICAL STORAGE AREA 100 YEAR ELEVATION (APPROX)
20' TYPE 'B' LANDSCAPE BUFFER

REVISION	DATE	DESCRIPTION

DESIGN
MICHAEL D. WILBURN, P.E.
LICENSE NO. 70041

DRAFTING

INSPECTIONS

ENGINEER OF RECORD
MICHAEL D. WILBURN, P.E.
PO BOX 938
FLORAL CITY, FL 34436
PHONE (352)-697-5384

ENGINEERING
JOB: LAKE EXPANSION
PAGE 1
SCALE: 1"=100'
DATE: 07/29/21

CONCEPTUAL SITE PLAN SKETCH

LOCAL ENGINEERING, INC.

CERTIFICATE OF AUTHORIZATION 32355

RECEIVED
JUL 28 2021
Land Develop

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

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-21-11 Date: 6/29/21
* Written Authorization is required if Applicant is different than Owner.

Applicant*
Name: Law Office of Clark A. Stillwell
Address: PO Box 250
City: Inverness
State: Florida Zip: 34451
Home No.: Cell No.:
Work No.: 726-6767 Fax No.: 726-8283
Email: caslaw@tampabay.rr.com

Property Owner Sharon Rose Owen and
Name: Geraldine Rose Damron Co-Trustees
Address: 4795 N Goldwood Terrace
City: Beverly Hills
State: Florida Zip: 34465
Home No.: Cell No.:
Work No.: Fax No.:
Email:

Property Description: Section: 29 Township: 18 South Range: 18 East
Legal Description: See exhibit "A-2", "B-1" and "B-2"
Subdivision: Unrec Tracts 29-18-18 Lot(s): Block/Parcel:
Alternate Key #: 1492670, 3440248, 3467382 Parcel ID:
Acreage: 71.96 acres (MOL)

X New Planned Unit Development (PUD)
N/A Amendment to Previously Approved PUD/PD Previous Application No.: N/A
Land Development Code Atlas Designation From: PSO/LDR MH To: GNC/ IND
Generalized Future Land Use Map Designation From: LDR To: GNC/IND

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(s) 1. 25.52 acres fronting on County Road 486 to GNC
2. 46.44 acres - IND with PUD

Directions to Property:
See exhibit "A-3"

The Applicant is: Owner of Tract X Agent for Property Owner
One-Owner Among Several Other (specify)

I am aware that if the property cannot be located using information from the submitted application, this application may be rescheduled to a later hearing date. I also understand that a sign must be placed (and marking flags may be placed) on the property by the Land Development Division at least seven days prior to the scheduled meeting. I understand that approval for the proposed use shown hereon does not in any way relieve me of the responsibility of observing and complying with any deed restrictions applicable to the subject property. I hereby authorize Citrus County or its agents to enter upon the property, which is the subject of this application and the date of the hearing thereon, at any time between the hours of 8:00 AM and 5:00 PM for the purpose of gathering any information relevant to this application.
I DO HEREBY SWEAR THAT THE INFORMATION CONTAINED HEREIN AND THE ATTACHMENTS HERETO ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature: _____

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Clark A. Stillwell, who is personally known to me or provided _____ as identification and who did not take an oath. WITNESS my hand and official seal this 14 day of June, 2021

Carla Venard
Printed Name
_____
Notary Public - State of Florida

Seal

CARLA VENARD
MY COMMISSION EXPIRES
MAY 4, 2023
#GG 322987
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Date: _____
Time: _____
Initials: _____

RECEIVED
JUN 29 2021
CPA/AA/PUD-21-11
Land Development Division

For Staff Use Only
ATF: _____
QTR: _____
LUD: _____
FLUM DESIG: _____
FLUZ: _____

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

Board of County Commisioners

DEPARTMENT OF GROWTH MANAGEMENT LAND
DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140, Lecanto, FL 34461
Telephone: (352) 527-5239
TTY Dial 771
Web Address: www.citrusbocc.com

CITRUS COUNTY LAND DEVELOPMENT CODE
PLANNED UNIT DEVELOPMENT APPLICATION

Application No.: Date:

* Written Authorization is required if Applicant is different than Owner.

Applicant*
Name: Law Office of Clark A. Stillwell
Address: PO Box 250
City: Inverness
State: Florida Zip: 34451
Phone: 726-6767
Email: caslaw@tampabay.rr.com

Property Owner Sharon Rose Owen and
Name: Geraldine Rose Damron Co-Trustees
Address: 4795 N Goldwood Terrace
City: Beverly Hills
State: Florida Zip: 34465
Phone:
Email:

Property Description: Section: 29 Township: 18 South Range: 18 East
Legal Description: See "A-2", "B-1" and "B-2"
Subdivision: 0003397 unrec tracts 29-18-18 Lot(s): Block/Parcel:
Alternate Key #: 3440248 and 3467382 Parcel ID:
Acreage: 71.96 acres (MOL)

X New Planned Unit Development
____ Amendment to a Previously Approved Planned Development Previous Application No.: N/A

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(s): PUD for IND use - salvage yard per master site plan - Exhibit "F"

Directions to Property: See Exhibit "A"

The Applicant is: ____ Owner of Tract X 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: Clark A. Stillwell

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 Clark A. Stillwell who is personally known to me or provided ____ as identification and who did not take an oath.
WITNESS my hand and official seal this 14 day of June 2021.

Signature
Carla Venard
Printed Name

Seal

CARLA VENARD
MY COMMISSION EXPIRES MAY 4, 2023
#GG 322987
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

RECEIVED
JUN 29 2021
CPA/AA/PUD-21-11

For Staff Use Only
Date: Time: Initials:

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

LAW OFFICE OF
CLARK A. STILLWELL, LLC
ATTORNEY AT LAW

BRANNEN BANK 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, FL 34451-0250

June 29, 2021

Hand Delivery

Joanna Coutu, Director
Citrus County Growth Management Department
Citrus County Board of County Commissioners
3600 W. Sovereign Path, Ste. 113
Lecanto, FL 34461

Re: Damron Family; Land Use Plan Map/LDC Atlas Amendment
Alternate Key No.: 3440248, 1492670 and 3467382 "Subject Parcels"
Crystal River, Florida 71.96 acres (MOL)
Section 29, Township 18, Range 18

Dear Ms. Coutu:

On behalf of our client, Damron Family Trust et al., I enclose the County's applications for a GFLUM/LDC Atlas map amendments as outlined below with an accompanying PUD for 46.38 acres (MOL) thereof for the IND district to be created.

The subject parcels are a total of 71.96 acres (MOL). Per GFLUM, it is LDR (Exhibit "D-1"). Per LDC Atlas it is a combination of PSO along County Road 486 and LDR to the south (Exhibit "D-2"). Applicant seeks GFLUM and LDC Atlas map amendments as follows:

1. County Road 486 frontage to a depth of 500 feet; GNC on GFLUM and LDC Atlas. A total of 23.52 acres (MOL) (Exhibit "B-1");
2. To south of 500 ft. GNC corridor, IND for 46.38 acres (MOL) on GFLUM and LDC Atlas. Such is accompanied by a PUD for recycling center/open storage which mirrors existing LKQ IND use to the west (Exhibit "B-2");
3. A PUD for Item No. 2 for recycling center/open storage. A use identical to the LKQ IND parcel to the west. The IND PUD master plan reflects an area of actual use of 13.25 acres – balance is open space, buffers and stormwater retention (Exhibit "F-1" PUD map). Please note, the PUD application requests a deviation in LDC Section 3350(c) setback for open storage per master site plan. Text (Exhibit "G") supports basis for such. Within application text, see discussion regarding abutting trust parcel (AK #1493072) not part of the IND

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JUN 29 2021
CPA/AA/PUD-

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

application and PUD and the residential lot ownership along south boundary (FDOT lots) which are currently residential, but will not be used for such.

The proposed new land use districts are in Central Ridge area of the County and on a major arterial roadway. Parcel(s) are within PSA; the sites have regional utilities. The site has varied uses adjacent to such – existing LKQ IND to the west, future primary school and YMCA to the north, large lot residential to the south (see Exhibit "D-3") and FDOT parcels tied to Suncoast extension. Avis Craig, Professional Planner's report (Exhibit "I") documents the impact to the area of the Suncoast parkway extension to County Road 486. To date there have been no issues of compatibility of the existing LKQ use with the residential districts to the south.

Please review for completeness and advise. The enclosed filing fee of $5,376.00 based upon County's fee structure for all three applications. We would ask all three (3) matters be heard simultaneous with separate votes on each matter. Thank you

Very truly yours,

LAW OFFICE of CLARK A. STILLWELL, LLC

Clark A. Stillwell

CAS/cv
Enclosure
cc: Avis Craig
Client
LKQ
Denise Lyn, County Attorney w/o encl.

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

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: **Joe Hochadel, Principal Planner**
Land Development Division

FROM: **Clark A. Stillwell, Esquire**
Law Office of Clark A. Stillwell, LLC

RE: **Damron Family Trust et al**
CPA/AA/PUD-21-11

DATE: **July 28, 2021**

Joe:

My earlier email of Monday 7/26/31, provided the requested corrected legals – no overlap – thanks for pointing such out. The revised PUD follows revised legal and corrects any reference to wall height to eight (8) feet. Buffer is type "D". Consistent with LKQ wall on south boundary of Alternate Key #1493072.

As to the remaining issue raised in the sufficiency letter as to why the GNC Plan/GFLUM LDC Atlas is not in PUD – because of the following issues:

1. **There is no known specific end user such as is applicable to LKQ IND parcel. The GNC will be developed to Code. The applicant has documented plan consistency.**
2. **A PUD is not mandated by statute, plan or LDC. This is not to say a future end user may elect a PUD for a site specific parcel and issue.**

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Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

3. The GNC amendment is necessary to eliminate the impact of a 200 ft. setback from residential along IND north boundary per LDC Section 3350 on the LKQ site plan. A setback of 200 ft. off north boundary line would severely limit the intended use of the IND.

CAS/cv
cc: Avis Craig
Denise Lyn, Esquire
Joanna Coutu

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

Exhibit List
Damron Family

Exhibit "A-1" – PA printout
"A-2" – Applicant Deed(s)
"A-3" - Directions

Exhibit "B" – Legal Description - Sketch
"B-1" – GNC – 25.52 acres (MOL)
"B-2" - IND – 46.44 acres (MOL)

Exhibit "C" – Aerials (current)

Exhibit "D" – Land Use Maps
"D-1" – GFLUM - A. Existing B. Proposed
"D-2" - LDC Atlas – A. Existing B. Proposed
"D-3" – Abutter Land Use Map
"D-4" – Elevation Map
"D-5" – Soils Map
"D-6" – FIRM Map
"D-7" – Setback Map

Exhibit "E" – Concurrency Letters
"E-1" – Utility
"E-2" – Solid Waste/Water
"E-3" – Engineer's Report - Drainage

Exhibit "F-1" – PUD Map – IND Parcel (separate application)
"F-2" – Photo of Proposed Wall on South Boundary

Exhibit "G" – Application Text

Exhibit "H" – Suncoast Parkway Extension Map

Exhibit "I" – Planner's Report

Exhibit "J" – County Road 486 Traffic Counts

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Exhibit "A-1"
Property Owner Information

Alternate Key #3440248 and 3467382
Geraldine Rose Damron and
Sharon Rose Owen
Co-Trustees
4795 N Goldwood Terrace
Beverly Hills, Florida 34465

Alternate Key #1492670
Ronald Freeman Owen and
Sharon Freeman
4795 N Goldwood Terrace
Beverly Hills, Florida 34465

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Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

Altkey: 3440248
DAMRON GERALDINE ROSE &

Parcel ID: 18E18S29 14000
4386 W NORVELL BRYANT HWY , CRYSTAL RIVER

Citrus County Property Appraiser, Cregg E. Dalton

PC Code	6300 - GRZGSOIL CLASS4
Bldg Counts	Res 0 / MH 0 / Comm 0
Nbhd	5611 - LECANTO AREA WEST
Tax District	0000 - COASTAL RIVERS BASIN
Subdivision	003397 - UNREC TRACTS IN 29-18S-18E
Short Legal	(LR-96-17 ACCEPTED 6-18-96 SURVEY IN OR BK 1143/1878-1885) PTN OF PARCEL B: NE1/4 OF NW1/4 SEC 29-18-18 --&-- SE1/4 OF NW1/4 OF NE1/4 SEC 29-18-18 --&-- SW1/4 OF NW1/4 OF NE1/4
Est. Parcel Sqft	2,665,576
Est. Parcel Acres	61.19
Map SC-TW-RG	29-18S-18E

Mailing Address

Name	DAMRON GERALDINE ROSE &SHARON ROSE OWEN CO-TRUSTEES
Mailing Address	4795 N GOLDENWOOD TER BEVERLY HILLS FL 34465

All Owners

Name		Owner Type
DAMRON GERALDINE ROSE &	SHARON ROSE OWEN CO-TRUSTEES	O - Owner

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	$367,160	$0	$367,160	$7,343	$0	$7,343	$0	$106.73	Link
2019	$367,160	$0	$367,160	$7,343	$0	$7,343	$0	$108.25	Link

Sales

Sale Date	Sale Price	Book/Page	Instr Type	V/I
06/01/2009	$100	2299/0964	15-15	I
06/01/2009	$100	2299/0958	15-15	I
06/01/2009	$100	2294/0821	27-TO/FROM TSTEES BANKRUPT/EXEC/GUARD	I

Land & Agricultural

Line	Land Use	Type	Units	Frontage	Depth	Ag Flag	Classified Value	Just Value	Zoning
1	6300-GRAZING 4	A-ACREAGE	61.19	.0		Y			LDRMH

Total Misc Value

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Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

Altkey: 3467382
DAMRON GERALDINE ROSE &

Parcel ID: 18E18S29 14000 0030
4456 W NORVELL BRYANT HWY , CRYSTAL RIVER

Citrus County Property Appraiser, Cregg E. Dalton

PC Code	5000 - IMPROVED AGRI
Bldg Counts	Res 1 / MH 0 / Comm 0
Nbhd	5611 - LECANTO AREA WEST
Tax District	0000 - COASTAL RIVERS BASIN
Subdivision	003397 - UNREC TRACTS IN 29-18S-18E
Short Legal	S1/2 OF SW1/4 OF NW1/4 OF NE1/4 OF SEC 29 T18S R18E ---LESSE 25 FT THEREOF SUBJ TO & TOG WITH: COM AT INT OF E LN OFNW1/4 OF NE1/4 & S R/W LN OF CR 486, TH S 88 DEG 58M 28S W
Est. Parcel Sqft	208,783
Est. Parcel Acres	4.79
Map SC-TW-RG	29-18S-18E

Mailing Address

Name	DAMRON GERALDINE ROSE &SHARON ROSE OWEN CO TRUSTEES
Mailing Address	4795 N GOLDENWOOD TER BEVERLY HILLS FL 34465

All Owners

Name		Owner Type
DAMRON GERALDINE ROSE &	SHARON ROSE OWEN CO TRUSTEES	O - Owner

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	$28,760	$163,434	$192,194	$169,889	$0	$169,889	$0	$2,573.06	Link
2019	$28,760	$170,027	$198,787	$163,200	$0	$163,200	$0	$2,591.18	Link

Special Assessment

Project #	Description	Amount
0030	SOLID WASTE, RESID IMPRVD	$25.00
0131	FIRE SERVICES ASSESSMENT	$79.00

Permit Summary

Permit Date	Permit Number	Description	Amount	Occupancy Date
11/22/2005	200516826	REPLACEMENT OF EXIT DOOR	$1,583	
12/01/1983	42805	3 ADDITION	$92,300	05/01/1984
11/01/1983	42305	3 SLAB	$55,380	12/01/1983

Land & Agricultural

Line	Land Use	Type	Units	Frontage	Depth	Ag	Classified	Just	Zoning

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						Flag	Value	Value	
1	6300-GRAZING 4	A-ACREAGE	3.79	.0		Y			LDRMH
2	5000-AGRICULTURE IMPROVED NON-WATER	A-ACREAGE	1.00	.0					LDRMH

Residential

Bldg Number	1
Class	R1 - RESIDENTIAL SINGLE FAMILY
Year Built	1974
Total FLA	2,345
Total Under Roof	3,747
Exterior Wall	32 - CONCRETE BLOCK STUCCO
Foundation	3 - CONT. FOOTING-AVG.
HVAC	106 - FORCED AIR DUCTED
Stories	1
Floor System	01 - CONC. SLAB
Roof Frame	02 - HIP
Roof Cover	06 - CONCRETE TILE
Fuel	1 - ELECTRIC
Bedrooms/Full Baths/Half Baths	3/2/1
Addl Fixtures	
FPL: Stacks/Openings	1 / 1
RCN	
RCNLD	

Additions to Base Area

Building	Description	Year Built	Area
1	MAIN BULDING	1974	2,345
1	OPEN PORCH FIN	1974	18
1	GARAGE FINISHED	1974	624
1	OPN PORCH UNFN	1974	760

Miscellaneous Improvements

Building #	Line	Description	Year Built	L	W	Units	Area	Value
1	1	UTILY BLDG FIN WD/ALM W WOOD FLR-[1-SF]	1975	15	24	1	360	
1	2	UTILY BLDG FIN STEEL WITH OR W/O FLOOR-[1-SF]	1980	10	8	1	80	
1	3	RETAINING WALL WOOD 4'-[2-LINEAL]	1974			1	78	
1	4	GARAGE DETACHD CONCRETE BLOCK-[1-SF]	1980	30	50	1	1,500	
1	5	CARPORT ALUM UNF W/O CONCRETE SLAB-[1-SF]	1980			1	2,600	
1	6	CHAIN LINK FENCE-[1-SF]	1980	4	585	1	2,340	
1	7	CONCRETE PATIO NO FOOTER-[1-SF]	1981	12	34	1	408	

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

Altkey: 1492670
OWEN RONALD FREEMAN

Parcel ID: 18E18S29 14000 0020
4374 W NORVELL BRYANT HWY , CRYSTAL RIVER

Citrus County Property Appraiser, Cregg E. Dalton

PC Code	0100 - SINGLE FAMILY
Bldg Counts	Res 1 / MH 0 / Comm 0
Nbhd	5611 - LECANTO AREA WEST
Tax District	0000 - COASTAL RIVERS BASIN
Subdivision	003397 - UNREC TRACTS IN 29-18S-18E
Short Legal	COM AT INT OF E LN OF NW1/4 OF NE1/4 SEC 29-18-18 & S R/WLN OF SR 486 TH S 88 DEG 58M 28S W AL R/W DIST 367.9 FT TOPOB TH S 88 DEG 58M 28S W AL R/W DIST 367.9 FT TH S 7 DEG
Est. Parcel Sqft	217,686
Est. Parcel Acres	5.00
Map SC-TW-RG	29-18S-18E

Mailing Address

Name	OWEN RONALD FREEMAN
Mailing Address	4795 N GOLDWOOD TER BEVERLY HILLS FL 34465

All Owners

Name		Owner Type
OWEN RONALD FREEMAN		HW - Husband And Wife
OWEN SHARON DAMRON		HW - Husband And Wife
RONALD FREEMAN OWEN AND SHARON DAMRON	OWEN INTER VIVOS TRUST DECEMBER 5 2008	UT - Under Trust

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	$29,980	$160,510	$190,490	$190,490	$0	$190,490	$0	$2,872.47	Link
2019	$29,980	$165,867	$195,847	$189,244	$0	$189,244	$0	$2,934.20	Link

Special Assessment

Project #	Description	Amount
0030	SOLID WASTE, RESID IMPRVD	$25.00
0131	FIRE SERVICES ASSESSMENT	$79.00

Sales

Sale Date	Sale Price	Book/Page	Instr Type	V/I
12/01/2008	$100	2257/1552	07-LIFE ESTATE	I

Permit Summary

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Permit Date	Permit Number	Description	Amount	Occupancy Date
07/22/2014	201405927	CHANGE OUT A/C * NOC N/A	$4,000	
04/07/2010	201002378	REMOVE AND INSTALL NEW SHINGLES - NOC IN OLP II FO	$8,910	
08/03/2006	200609648	REPLACEMENT GARAGE DOOR -- NOC N/A	$1,327	
12/01/1993	9308197	BARN	$13,824	

Land & Agricultural

Line	Land Use	Type	Units	Frontage	Depth	Ag Flag	Classified Value	Just Value	Zoning
1	0108-RESIDENTIAL NON-WATERFRONT	A-ACREAGE	5.00	408.0	538				LDRMH

Residential

Bldg Number	1
Class	R1 - RESIDENTIAL SINGLE FAMILY
Year Built	1978
Total FLA	2,389
Total Under Roof	3,016
Exterior Wall	60 - BRICK
Foundation	3 - CONT. FOOTING-AVG.
HVAC	109 - HEAT PUMP
Stories	1
Floor System	01 - CONC. SLAB
Roof Frame	02 - HIP
Roof Cover	09 - CUSTOM FIBERGLASS
Fuel	1 - ELECTRIC
Bedrooms/Full Baths/Half Baths	3/2/1
Addl Fixtures	
FPL: Stacks/Openings	1 / 1
RCN	
RCNLD	

Additions to Base Area

Building	Description	Year Built	Area
1	MAIN BULDING	1978	2,389
1	OPEN PORCH FIN	1978	27
1	GARAGE FINISHED	1978	600

Miscellaneous Improvements

Building #	Line	Description	Year Built	L	W	Units	Area	Value
1	1	CHAIN LINK FENCE-[1-SF]	1985	4	288	1	1,152	
1	2	SCRN PRCH WOOD ALUM WITH CONCRETE SLAB-[1-SF]	1985	8	15	1	120	
1	3	CONCRETE PATIO NO FOOTER-[1-SF]	1978	17	24	1	408	

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1	4	MASONRY WALL BRICK-[1-SF]	1978	2	32	1	64
1	5	ENCLOSED BARN AVERAGE WOOD OR METAL	1994	36	60	1	2,160
1	6	OBF 4 BOARD-[2-LINEAL]	2012			1	140
1	7	OBF 4 BOARD-[2-LINEAL]	2012			1	225

Total Misc Value

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

Exhibit "A-2"

PREPARED BY and RETURN TO:
H. JOHN FELDMAN
CAUTHEN & FELDMAN, P.A.
215 North Joanna Avenue
Tavares, FL 32778-3200

Parcel ID No. See Attached Exhibit "A"

This document was prepared on information furnished by Grantor. No examination of title was requested by Grantee and no title examination has been made on the subject property.

2009031150 6 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: $54.50
DOCUMENTARY TAX: $0.70
2009031150 BK:2299 PG:964
07/16/2009 02:25 PM 6 PGS
TWHITE,DC Receipt #024143

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made this 23 day of June, 2009,

BY: **GERALDINE ROSE DAMRON and SHARON ROSE OWEN, Successor Co-Trustees of the LEONARD A. DAMRON FAMILY TRUST dated April 15, 2002**, whose address is 4795 North Goldwood Terrace, Beverly Hills, FL 34465, ("Grantor"),

TO: **GERALDINE ROSE DAMRON and SHARON ROSE OWEN, Co-Trustees of the LEONARD A. DAMRON CREDIT SHELTER TRUST created under agreement dated April 15, 2002,** whose address is 4795 North Goldwood Terrace, Beverly Hills, FL 34465, ("Grantee");

{Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.}

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 Dollars ($10.00), in hand paid by Grantee, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto Grantee all the right, title, interest claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate lying and being in the County of **CITRUS**, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Subject to easements, restrictions, reservations and mortgages of record, if any, but not to reimpose any void or lapsed restrictions or easements.

This is a conveyance to a Trustee not pursuant to a sale. Legal description provided by Grantor. Full power and authority is granted to Grantee and the Successor Trustee(s), to protect, conserve, sell, lease, encumber or otherwise to manage and dispose of the land or any of it; no person dealing with the Trustee(s) or the Successor Trustee(s) shall be bound to see to the application of any purchase money mortgage or inquire into the validity, expediency or propriety of such sale or disposition.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behalf of the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed in the Presence of

Print or Type Name Denise Phillips

Print or Type Name Jessica Lange

LEONARD A. DAMRON FAMILY TRUST dated April 15, 2002

By: _____
GERALDINE ROSE DAMRON, Co-Trustee

By: _____
SHARON ROSE OWEN, Co-Trustee

STATE OF FLORIDA
COUNTY OF Citrus

The foregoing instrument was acknowledged before me this 23rd day of June, 2009 by **GERALDINE ROSE DAMRON and SHARON ROSE OWEN, Successor Co-Trustees of the LEONARD A. DAMRON FAMILY TRUST dated April 15, 2002**, who is personally known to me or who has produced Drivers License as identification.

BARBARA ANN MURPHY
Notary Public - State of Florida
My Comm. Expires Oct 20, 2012
Commission # DD 832545
Bonded Through National Notary Assn.

Print or Type Name BARBARA Ann Murphy
Notary Public
My Commission Expires: 10-20-12

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Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

EXHIBIT "A" (1 of 5)

PARCEL ID## 16E18S342C0000290

Lot #29 of Ronnie's Hideaway an unrecorded subdivision, Section 34, T 18 S, R 16 E and more particularly described as follows: Commence at the SE corner of T 18 S, R 16 E, run West 10, 437.94 ft., thence run North 07°45'00" West 240 ft., thence run North 39°13'23" East 126.3 ft. to POB; thence run South 09°13'23" East 25 ft., thence run South 07°01'27" North 256.5 ft., thence run North 37°24'09" West 25 ft., thence run North 07°01'37" East back to POB; all lying and being in Section 34, T 18 S, R 16 E, Citrus County, Florida.

PARCEL ID## 16E18S342C0000070

Lot #7 of Ronnie's Hideaway lying in the North 1320 ft. of Government Lot #18, Section 34, T 18 S, R 16 E, and more particularly described as follows: Commence at the SE Corner of T 18 S, R 16 E, run West 10,387.94 ft; thence run North 07°45'00" West 268.94 ft; thence run North 59°13'23" West 135.3 ft to POB; thence run North 59°13'23" West 200 ft; thence run North 17°32'00" East 285 ft; thence run South 65°17'54" East 100 ft; thence run South 19°07'36" East 162.65 ft; thence run South 20°24'34" West 173.75 ft back to POB. All lying and being in Section 34, T 18 S, R 16 E, Citrus County, Florida. This property also commonly known as the old Jim Jones place located by Aggies Hole. Together with riparian rights, thereunto appertaining or in anywise belonging.

PARCEL ID#18E18S2914000 (including PARCEL ID# 18E18S291A0000290; PARCEL ID# 18E18S291A0000130; PARCEL ID# 18E18S291A0000080; PARCEL ID# 18E18S291A0000060 and PARCEL ID# 18E18S291A0000190)

An undivided one-half interest in and to the following described property:

S ½ of NE ¼ and NW ¼ of NE ¼ and N ½ of SE ¼ and N ½ of NW ¼ of Section 29, Township 18 South, Range 18 East, containing 280 acres more or less. A portion of the property also known as Lots 6, 8, 9, 13, 14, 19, 29 and 30 of Tropical Highlands, an unrecorded Subdivision.

LESS AND EXCEPT

Those certain deeds recorded in O.R. Book 488, Page 625 and O.R. Book 488, Page 642, Public Records of Citrus County, Florida.

LESS AND EXCEPT

The W ½ of the NW ¼ of the NW ¼ of Section 29, Township 18 South, Range 18 East, EXCEPT the Northerly 50 feet thereof for road right-of-way.

LESS AND EXCEPT

Commence at the Northwest corner of Section 29, Township 18 South, Range 18 East, Citrus County, Florida; thence S 01°06'16" W along the West line of said Section 29, a distance of 50.00 feet to a point on the Southerly right-of-way line of County Road No. 486, (a/k/a West Norvel Bryant Highway); thence S 89°59'40" E along said right-of-way line a distance of 660.41 feet to a point on the West line of the East ½, of the Northwest ¼, of the Northwest ¼, of said Section 29, said point also being the point of beginning; thence continue S 89°59'40" E along said right-of-way line a distance of 667.88 feet; thence S 01°05'39" W parallel to said West line of the East ½, of the Northwest ¼, of the Northwest ¼, a distance of 1309.03 feet to the South line of the North ½, of the Northwest ¼; thence N 89°57'43" W along said South line a distance of 667.87 feet to the Southwest corner of the aforementioned East ½, of the Northwest ¼, of the Northwest ¼; thence N 01°05'39" E along the West line of said East ½, of the Northwest ¼, of the Northwest ¼, a distance of 1308.65 feet to the point of beginning. Contains 20.06 acres of land more or less.

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EXHIBIT "A" (2 of 5)

LESS AND EXCEPT

That part of the Northeast quarter of Section 29, Township 18 South, Range 18 East, Citrus County, Florida, being more particularly described as follows:

Commence at a nail and disc stamped "Citrus County" located at the Northwest corner of the Northeast quarter of Section 29, Township 18 South, Range 18 East, Citrus County, Florida; thence run South 00°19'15" West, along the West line of Northeast quarter, a distance of 449.96 feet for a POINT OF BEGINNING; thence departing said West line, run North 89°14'25" East, a distance of 459.29 feet; thence run South 13°59'58" West, a distance of 388.52 feet; thence run North 89°40'45" West, a distance of 367.33 feet to the aforementioned West line; thence run North 00°19'15" East, along said West line, a distance of 368.84 feet to the POINT OF BEGINNING.

LESS AND EXCEPT

Begin at a point found by measuring from the SE corner of the NW ¼ of SE ¼ of said Section 29, S. 88° 47' 05" W., along the South line of said ¼ ¼ Section, 50.0 feet to the aforesaid beginning point, thence continue along said ¼ ¼ Section line S. 88°47'05" W. 292.96 feet, thence N. 01°01'26"W. 329.54 feet to the aforementioned beginning point, being Lot 1, of TROPICAL HIGHLANDS, an unrecorded subdivision.

LESS AND EXCEPT

Commence at the SE corner of the NE ¼ of the SE ¼ of Section 29, Township 18 South, Range 18 East, thence N. 0°00'55" E. along the East line of the NE ¼ of the SE ¼ of said Section 29 a distance of 323.79 feet to the POINT OF BEGINNING, thence continue N. 0°00'55" E. along said East line 172.21 feet, thence S. 88°47'05" W. 280.86 feet, thence S. 52°04'24" E. 38.01 feet, thence S. 0°01'26" W. 142.21 feet, thence N. 88°47'05"E. 250.89 feet to the Point of Beginning.

LESS AND EXCEPT

Lot 2B of TROPICAL HIGHLANDS, an recorded subdivision further described as follows: Begin at a point measured from the SE corner of the NW ¼ of the SE ¼, thence N 0 degrees 1'26" E along the East line of the ¼ ¼ of the section, 329.54 feet, thence S 88 degrees 47'5"W, 50 feet to the Point of Beginning, thence S 88 degrees 47'5" W, 585.89 feet, thence N 0 degrees 1'41" E, 0 degrees 1'26" W, 329.54 feet to the Point of Beginning. All lying and being situate in Section 29, Township 18 South, Range 18 East, Citrus County, Florida.

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

EXHIBIT "A" (3 of 5)

LESS AND EXCEPT

Commence at the northeast corner of the southeast 1/4 of Section 29, Township 18 South, Range 18 East, Citrus County, Florida; thence S 00° 00' 13" E along the east boundary of said southeast 1/4, a distance of 131.01 feet to the northeast corner of those lands described in Official Record Book 522, Page 117, Public Records of Citrus County, Florida; thence S 88° 56' 34" W along the north boundary of said lands and the westerly projection of said north boundary a distance of 489.84 feet to the northeast corner of those lands described in Official Record Book 533, Page 1088, Public Records of Citrus County, Florida; thence continue S 88° 56' 34" W along the north boundary of said lands a distance of 275.70 feet to the northwest corner of said lands, said corner also being the northeast corner of Lot 38 of UNRECORDED SUBDIVISION OF TROPICAL HIGHLANDS, thence S 00° 05' 30" W along the west boundary of said lands a distance of 15.00 feet; thence N 88° 56' 34" E parallel with and 15.00 feet from, when measured at right angles to, the north boundary of said lands a distance of 275.70 feet to the east boundary of said lands; thence N 00° 05' 30" E along said east boundary a distance of 15.00 feet to the Point of Beginning.

LESS AND EXCEPT

Parcel #37 of Tropical Highlands, an unrecorded subdivision, Citrus County, Florida: Situate and being in Section 29, Township 18 South, Range 18 East, and being further described as follows:
Beginning at a point in the South right of way line of a road 50.0 feet wide found by measuring from the S.E. Corner of the NE 1/4 of SE 1/4 of said Section 29, North 0° 00' 55" East, 1231.08 feet, thence South 88° 47' 05" West, along the South right-of-way line of the roadway as heretofore mentioned, 494.65 feet to the aforesaid beginning point; thence South 0° 01' 26" West, 397.67 feet, thence South 88° 47' 05" West, 275.70 feet, thence North 0° 01' 26" East, 397.67 feet to the aforesaid South right of way line of said roadway, thence North 88° 47' 05" East, 275.70 feet to the aforementioned beginning point.
LESS AND EXCEPT those certain lands conveyed to Citrus County, a political subdivision of the State of Florida, described in Warranty Deed recorded in Official Record Book 906, Page 1971, Public Records of Citrus County, Florida.

AND

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

EXHIBIT "A" (4 of 5)

Parcel #38 of Tropical Highlands, an unrecorded subdivision, Citrus County, Florida: Situate and being in Section 29, Township 18 South, Range 18 East, and being further described as follows:
Beginning at a point in the South right of way line of a Road 50.0 feet wide found by measuring from the SE corner of the NE 1/4 of the SE 1/4 of said Section 29 North 00° 00' 55" East 1231.08 feet, thence South 88° 47' 05" West, along the South right of way line of the roadway as heretofore mentioned, 770.35 feet to the aforesaid beginning point, thence South 00° 01' 26" West, 397.67 feet, thence South 88° 47' 05" West 275.70 feet, thence North 00° 01' 26" East 397.67 feet to the aforesaid South right of way line of said roadway, thence North 88° 47' 05" East 275.70 feet to the aforementioned beginning point.
LESS AND EXCEPT those certain lands conveyed to Citrus County, a political subdivision of the State of Florida, described in Warranty Deed recorded in Official Record Book 906, Page 1973, Public Records of Citrus County, Florida.

LESS AND EXCEPT

Commence at the northeast corner of the southeast 1/4 of Section 29, Township 18 South, Range 18 East, Citrus County, Florida; thence S 00° 00' 13" E along the east boundary of said southeast 1/4, a distance of 131.01 feet to the northeast corner of those lands described in Official Record Book 522, Page 117, Public Records of Citrus County, Florida; thence S 88° 56' 34" W along the north boundary of said lands and the westerly projection of said north boundary a distance of 765.54 feet to the northeast corner of Lot 38 of the UNRECORDED SUBDIVISION OF TROPICAL HIGHLANDS, said corner also being the northwest corner of those lands described in Official Record Book 533, Page 1088, Public Records of Citrus County, Florida; thence continue S 88° 56' 34" W along the north boundary of said Lot 38 a distance of 275.70 feet to the northwest corner of said Lot 38, said corner also being the northeast corner of those lands described in Official Record Book 534, Page 1282, Public Records of Citrus County, Florida, thence S 00° 05' 30" W along the west boundary of said Lot 38 a distance of 15.00 feet; thence N 88° 56' 34" E parallel with and 15.00 feet from, when measured at right angles to, the north boundary of said Lot 38, a distance of 275.70 feet to a point on the east boundary of said Lot 38; thence N 00° 05' 30" E along the east boundary of said Lot 38 a distance of 15.00 feet to the Point of Beginning.

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

EXHIBIT "A" (5 of 5)

LESS AND EXCEPT a Non-exclusive Easement for Ingress and Egress over and across the following:

A strip of land, 50 feet wide, lying 25 feet on each side of the following described centerline: Commence at the SW corner of the NW¼ of the SE¼ of Section 29, Township 18 South, Range 18 East, thence N 88°47'05" E along the South line of said NW¼ of the SE¼ a distance of 660.92 feet to the Point of Beginning, thence N 0°01'41" E 2506.78 feet to the end of this centerline description.

AND:

A strip of land, 50 feet wide, lying 25 feet on each side of the following described centerline: Commence at the SW corner of the NW¼ of the SE¼ of Section 29, Township 18 South, Range 18 East, thence N 88°47'05" E along the South line of said NW¼ of the SE¼ a distance of 660.92 feet, thence N 0°01'41" E 684.08 feet to the Point of Beginning, thence N 88°47'05" E parallel to said South line a distance of 635.86 feet to the end of this centerline description.

AND:

A strip of land, 50 feet wide, lying 25 feet on each side of the following described centerline: Commence at the SW corner of the NW¼ of the SE¼ of Section 29, Township 18 South, Range 18 East, thence N 88°47'05" E along the South line of said NW¼ of the SE¼ a distance of 1296.85 feet to the Point of Beginning, thence N 0°01'26" E 1268.01 feet, thence N 89°18'05" E 1346.66 feet to a point on the East line of the NE¼ of the SE¼ of said Section 29 and the end of this centerline description.

AND:

A strip of land, 50 feet wide, lying 25 feet on each side of the following described centerline: Commence at the SW corner of the NW¼ of the SE¼ of Section 29, Township 18 South, Range 18 East, thence N 88°47'05" E along the South line of said NW¼ of the SE¼ a distance of 1296.85 feet, thence N 0°01'26" E 422.67 feet to the Point of Beginning, thence N 88°47'05" E parallel to said South line a distance of 877.10 feet, thence N 0°01'26" E 837.44 feet to the end of this centerline description.

AND:

A strip of land, 50 feet wide, lying 25 feet on each side of the following described centerline: Commence at the SW corner of the NW¼ of the SE¼ of Section 29, Township 18 South, Range 18 East, thence N 88°47'05" E along the South line of said NW¼ of the SE¼ a distance of 1296.85 feet, thence N 0°01'26" E 1268.01 feet, thence N 89°18'05" E 685.83 feet to the Point of Beginning, thence N 0°01'10" E 1244.78 feet to the end of this centerline description.

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

This instrument prepared by
and return to:
Michael Mountjoy, Esquire
BRADSHAW & MOUNTJOY, P.A.
209 Courthouse Square
Inverness, Florida 34450-4800

PARCEL NO.: 18E18S29140000020

2008058321 2 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: $20.50
DOCUMENTARY TAX: $0.70
2008058321 BK:2257 PG:1552
12/15/2008 07:11 AM 2 PGS
JCARROLL,DC Receipt #033953

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 5th day of December, 2008, by RONALD FREEMAN OWEN and SHARON DAMRON OWEN, his wife of 4795 N. Goldwood Terrace, Beverly Hills, Florida 34465, hereinafter called the Grantor and referred to in the singular, to RONALD FREEMAN OWEN and SHARON DAMRON OWEN, as Trustees of that certain RONALD FREEMAN OWEN and SHARON DAMRON OWEN INTER-VIVOS TRUST of December 5, 2008, whose mailing address is 4795 N. Goldwood Terrace, Beverly Hills, Florida 34465, herein called the Grantee, parties of the second part.

WITNESSETH, That the said Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantee all of the right, title and interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land situate, lying and being in the County of Citrus, State of Florida, to wit:

Commence at the intersection of the East line of the NW ¼ of the NE ¼ of Section 29, TOWNSHIP I8 SOUTH, RANGE 18 EAST, and the South right-of-way line of State Road No. 486, thence S. 88° 58' 28" W., along said South right-of-way line, a distance of 367.90 feet to the POINT OF BEGINNING, thence continue S. 88° 58' 28" W., along said right-of-way line, a distance of 367.90 feet, thence S. 7° 33' 38" W. 378.71 feet, thence S. 10° 36' 22" W. 162.22 feet, thence S. 14° 31' 56" W. 4.64 feet, thence N. 88° 58' 28" E., parallel to said right-of-way line, a distance of 448.60 feet, thence S. 0° 01' 05" E., parallel to said East line, a distance of 537.91 feet to the Point of Beginning.

GRANTOR RESERVES UNTO RONALD FREEMAN and SHARON DAMRON OWEN A LIFE ESTATE IN THE ABOVE DESCRIBED PROPERTY.

THIS INSTRUMENT PREPARED BY INFORMATION PROVIDED TO SCRIVENER BY GRANTOR. SCRIVENER DOES NOT GUARANTEE TITLE OR DESCRIPTION.

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JUN 29 2021
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Land Development Division

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guideline have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Health Unit.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in presence of:

Signature of Witness:
Michael Mountjoy
Printed Name of Witness:

RONALD FREEMAN OWEN
4795 N. Goldwood Terrace
Beverly Hills, Florida 34465

Signature of Witness:
Kristie Hecker
Printed Name of Witness:

SHARON DAMRON OWEN
4795 N. Goldwood Terrace
Beverly Hills, Florida 34465

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this 5th day of December, 2008 by RONALD FREEMAN OWEN and SHARON DAMRON OWEN,

( ) who are personally known to me.
(X) who produced a State of Florida Drivers License as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date as shown hereinabove.

KRISTIE HECKER
Commission DD 627914
Expires February 26, 2011
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public
Commission Number:
My Commission Expires:

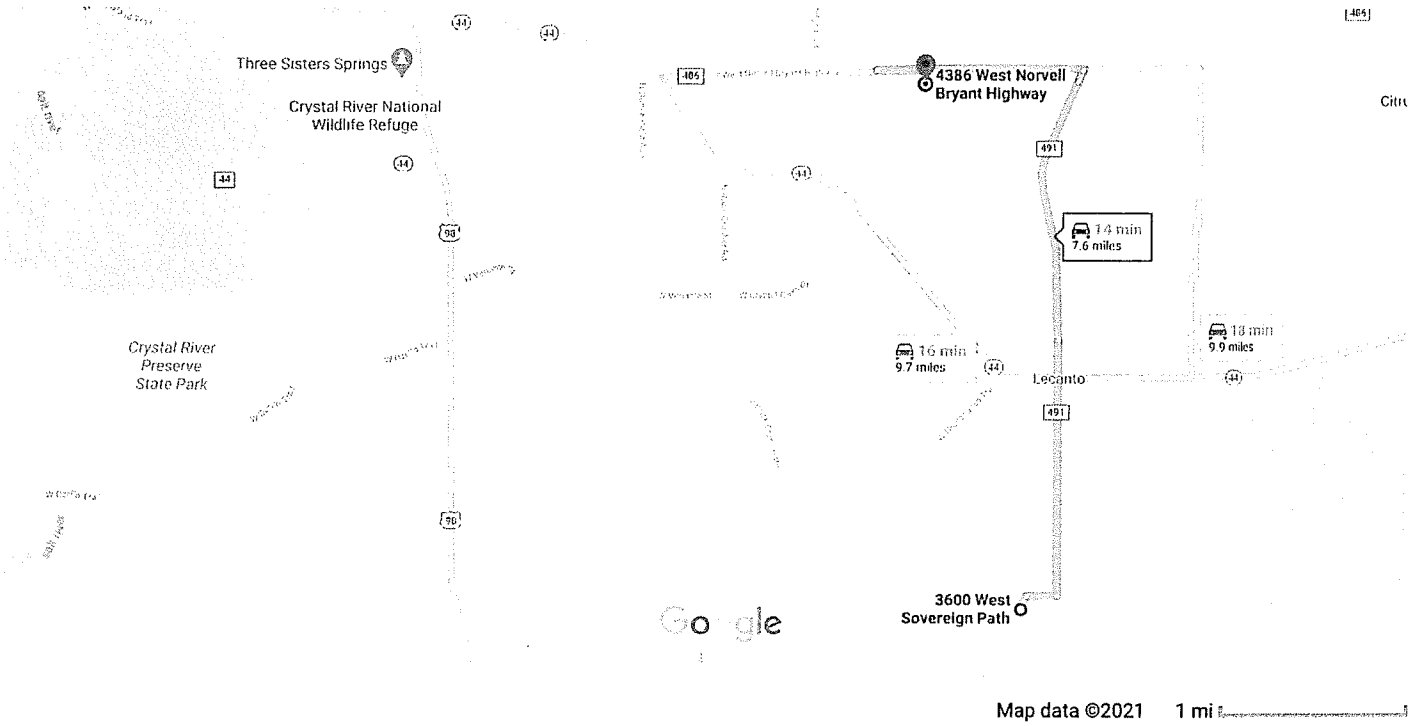
Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

Exhibit "A-3"

Google Maps

3600 W Sovereign Path, Lecanto, FL 34461 to 4386 West Norvell Bryant Highway

Drive 7.6 miles, 14 min



3600 W Sovereign Path

Lecanto, FL 34461

1. Head northeast on W Sovereign Path toward Saunders Way

0.1 mi

2. Turn right onto Saunders Way

0.3 mi

3. Turn left onto Co Rd 491

2.3 mi

4. Continue onto Co Rd 491

2.4 mi

5. Continue onto Co Rd 491/N Lecanto Hwy

0.1 mi

6. Use the left 2 lanes to turn left onto County Rd 486/West Norvell Bryant Highway

1.9 mi

7. Sharp left onto County Rd 486

0.5 mi

4386 West Norvell Bryant Highway

Crystal River, FL 34429

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JUN 29 2021

CPA/AA/PUD-21-11

Land Development Division

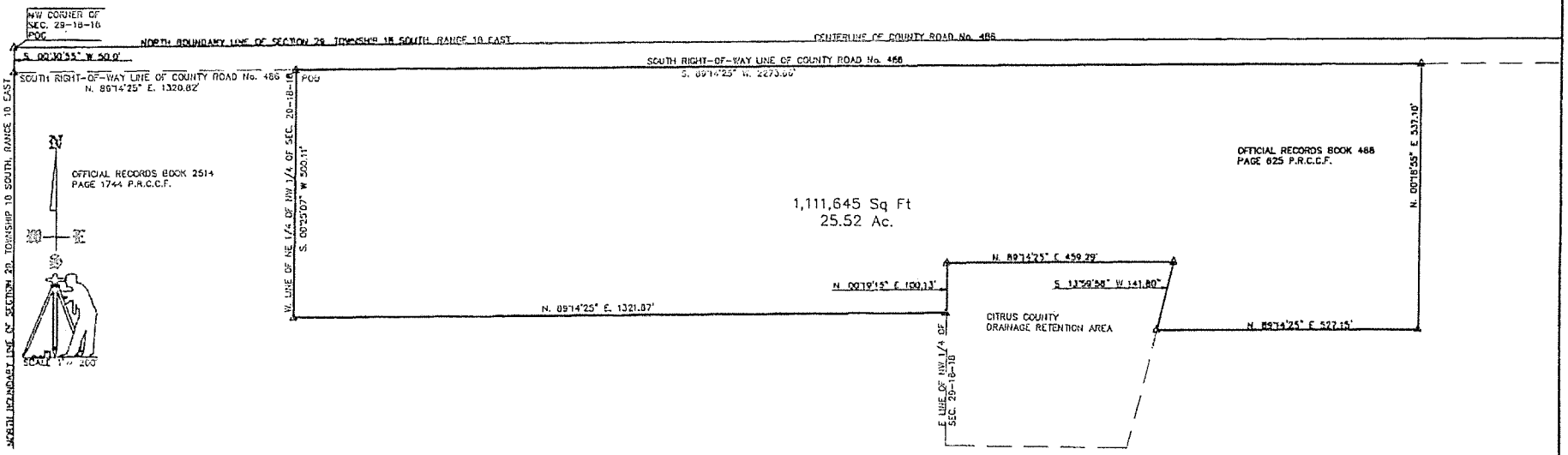
Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

△= DESCRIPTIVE POINT
P.O.C. = POINT OF COMMENCEMENT
PRCCF = PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA
SEC = SECTION
TWP = TOWNSHIP
RNG = RANGE
P.O.B. = POINT OF BEGINNING

DESCRIPTIVE SKETCH
(THIS IS NOT A SURVEY)
GENERAL COMMERCIAL DISTRICT DESCRIPTIVE



A PORTION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA; THENCE S. 00°30'55" W. ALONG THE WEST BOUNDARY LINE OF SAID SECTION 29, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD No. 486; THENCE N. 89°14'25" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1320.82 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE S. 00°25'07" W ALONG THE WEST BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 500.11 FEET; THENCE N. 89°14'25" E PARALLEL WITH AND 500 FEET FROM, WHEN MEASURED AT RIGHT ANGLES TO THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD No. 486, A DISTANCE OF 1321.67 FEET TO A POINT ON THE EAST BOUNDARY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE N. 00°19'15" E. ALONG THE EAST BOUNDARY LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 100.13 FEET; THENCE N. 89°14'25" E., A DISTANCE OF 459.29 FEET; THENCE S. 13°59'58" W DISTANCE OF 141.80 FEET; THENCE N. 89°14'25" E., A DISTANCE OF 527.15 FEET; THENCE N. 00°18'55" E, A DISTANCE OF 537.10 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD No. 486; THENCE S. 89°14'25" W. ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 2273.66 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 1,111,645 SQUARE FEET (25.52 ACRES) MORE OR LESS.

Patrick L Henson: Digitally signed by Patrick L Henson: Date: 2021.07.21 17:31:49 -04'00'

PATRICK L. HENSON CERTIFICATE No. 4547 STATE OF FLORIDA REGISTERED LAND SURVEYOR

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT THE DESCRIPTIVE SKETCH SHOWN HEREON WAS PREPARED UNDER MY DIRECTION SUPERVISION AND CONFORMS TO THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATED THIS_____DAY OF_____

PATRICK L. HENSON, REGISTERED LAND SURVEYOR
FLORIDA REGISTRATION No. 4547
THIS SURVEY INVALID UNLESS EMBOSSED WITH A SURVEYORS IMPRESSION SEAL FOR PAPER COPIES OR DIGITAL SIGNATURE AND SEAL ACCOMPANIED BY A VALID ELECTRONIC SIGNATURE FOR ELECTRONIC COPIES.

△= DESCRIPTIVE POINT
P.O.C. = POINT OF COMMENCEMENT
PRCCF = PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA
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RNG = RANGE
P.O.B. = POINT OF BEGINNING

MAP REVISION DATE: JULY 21,2021
REVISE LEGAL DESCRIPTION

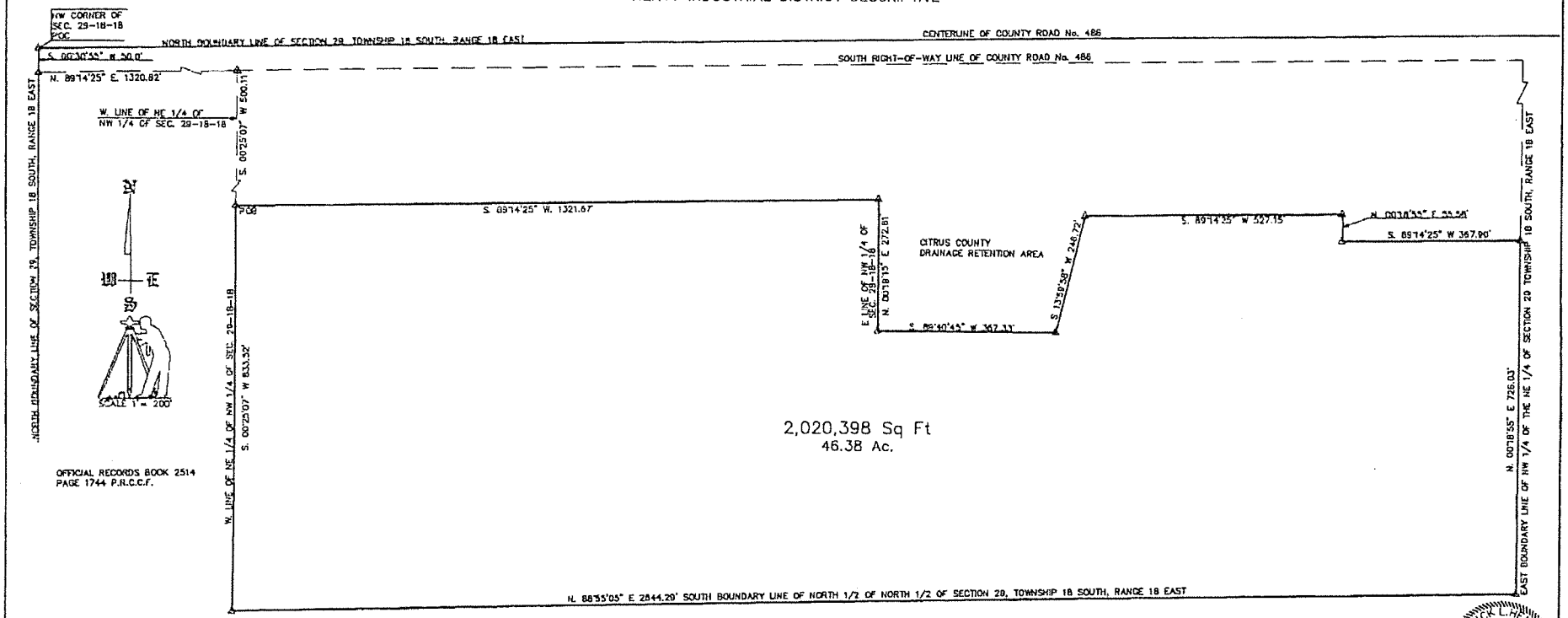
Anderson Specialty Services, Inc.
9200 East Orange Avenue
Floral City, Florida 34436
(352) 220-0146
BUSINESS CERTIFICATE LB 8156

REVISED "B-1"

CPA|AA|PUD-21-11

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for

DESCRIPTIVE SKETCH
(THIS IS NOT A SURVEY)
HEAVY INDUSTRIAL DISTRICT DESCRIPTIVE



OFFICIAL RECORDS BOOK 2514
PAGE 1744 P.R.C.C.F.

Δ= DESCRIPTIVE POINT
P.O.C. = POINT OF COMMENCEMENT
PRCCF = PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA
SEC = SECTION
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MAP REVISION DATE: JULY 21,2021
REVISE LEGAL DESCRIPTION

Anderson Specialty Services, Inc.
9200 East Orange Avenue
Floral City, Florida 34436
(352) 220-0146
BUSINESS CERTIFICATE LB 8156

A PORTION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA; THENCE S. 00°30'55" W. ALONG THE WEST BOUNDARY LINE OF SAID SECTION 29, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD No. 486; THENCE N. 89°14'25" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1320.82 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE S. 00°25'07" W ALONG THE WEST BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 500.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 00°25'07" W ALONG SAID WEST BOUNDARY, A DISTANCE OF 833.52 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 29; THENCE N. 88°55'05" E ALONG SAID SOUTH BOUNDARY OF THE NORTH HALF OF THE NORTH HALF A DISTANCE OF 2,644.29 FEET; THENCE N. 00°18'55" E ALONG THE EAST BOUNDARY LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 726.03 FEET; THENCE S. 89°14'25" W., A DISTANCE OF 367.90 FEET; THENCE N. 00°18'55" E., A DISTANCE OF 55.58 FEET; THENCE S. 89°14'25" W., A DISTANCE OF 527.15 FEET; THENCE S. 13°59'58" W. A DISTANCE OF 246.72 FEET; THENCE S. 89°40'45" W., A DISTANCE OF 367.33 FEET; THENCE N. 00°19'15" E., A DISTANCE OF 272.81 FEET; THENCE S. 89°14'25" W., A DISTANCE OF 1321.67 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 2,020,398 SQUARE FEET (46.38 ACRES) MORE OR LESS.

Patrick L Henson: Digitally signed by Patrick L Henson: Date: 2021.07.21 13:40:25 -04'00'

PATRICK L. HENSON CERTIFICATE No. 4547 STATE OF FLORIDA REGISTERED LAND SURVEYOR

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT THE DESCRIPTIVE SKETCH SHOWN HEREON WAS PREPARED UNDER MY DIRECTION SUPERVISION AND CONFORMS TO THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATED THIS_____DAY OF_____

PATRICK L. HENSON, REGISTERED LAND SURVEYOR
FLORIDA REGISTRATION No. 4547

THIS SURVEY INVALID UNLESS EMBOSSED WITH A SURVEYORS IMPRESSION SEAL FOR PAPER COPIES OR DIGITAL SIGNATURE AND SEAL ACCOMPANIED BY A VALID ELECTRONIC SIGNATURE FOR ELECTRONIC COPIES.

REVISED "B-2"

CPA/AA/PUD-21-11

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for

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JUN 29 2021

CPA/AA/PUD-21-11

Land Development Division

Damron Family

Geographic Information Systems

Prepared By : Web User

Date: 3/23/2021

Source: Enterprise Geodatabase

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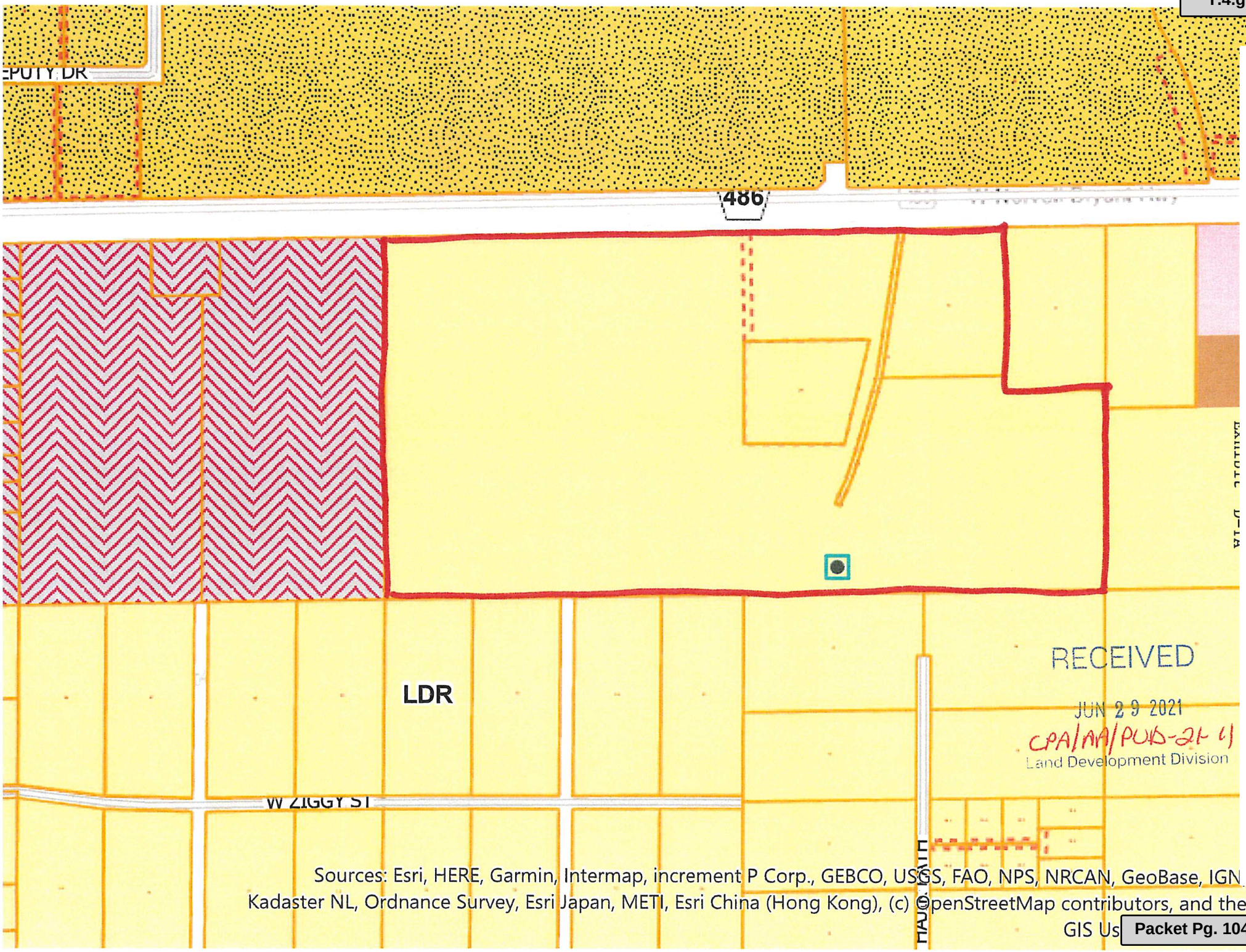
Cynthia Skelhorn
Director

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for



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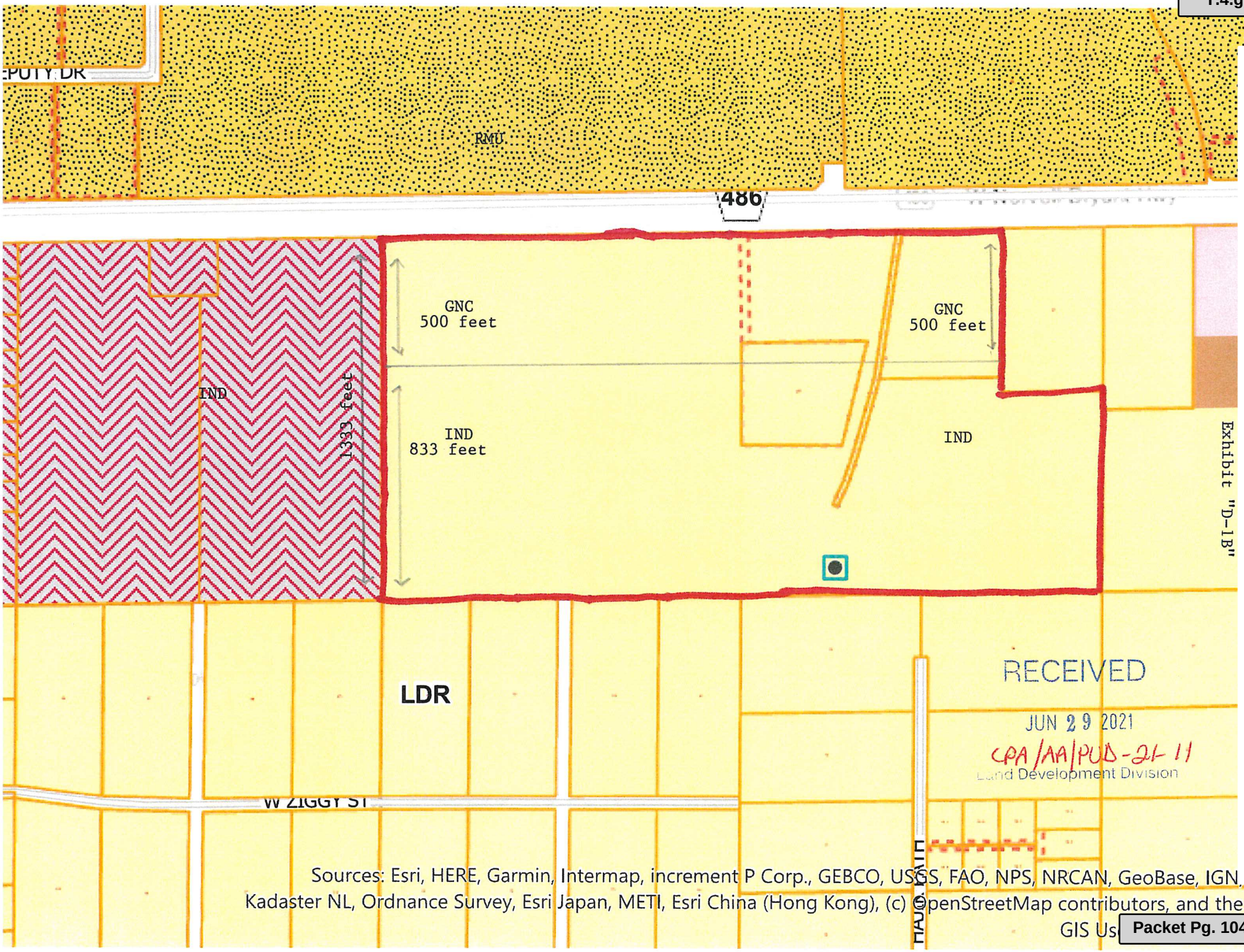

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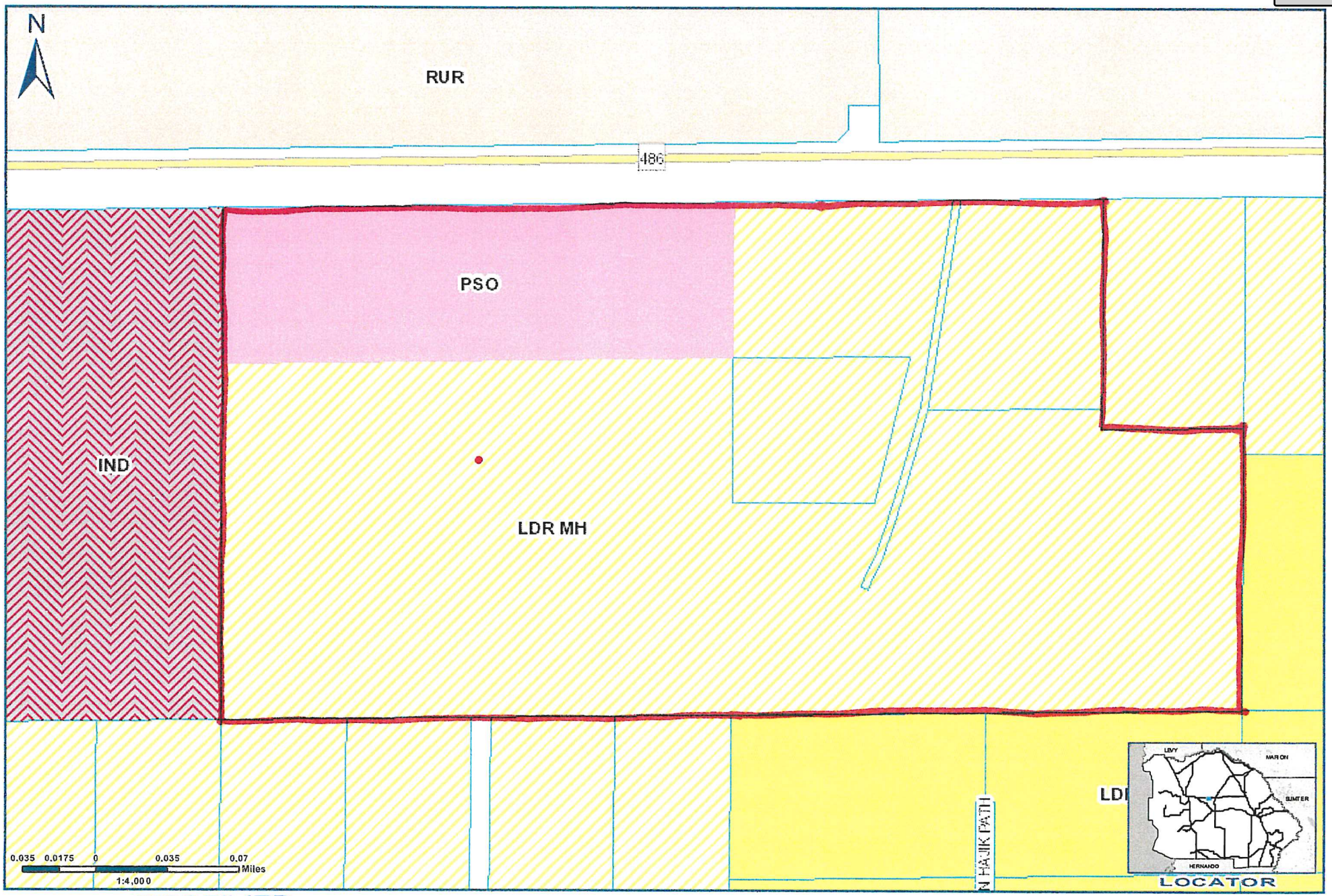

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JUN 29 2021
CPA/AA/PUD-21-11
Land Development Division

LDC Atlas - Existing

Geographic Information Systems

Prepared By : Web User
Date: 3/23/2021
Source: Enterprise Geodatabase

Cynthia Skelhorn
Director

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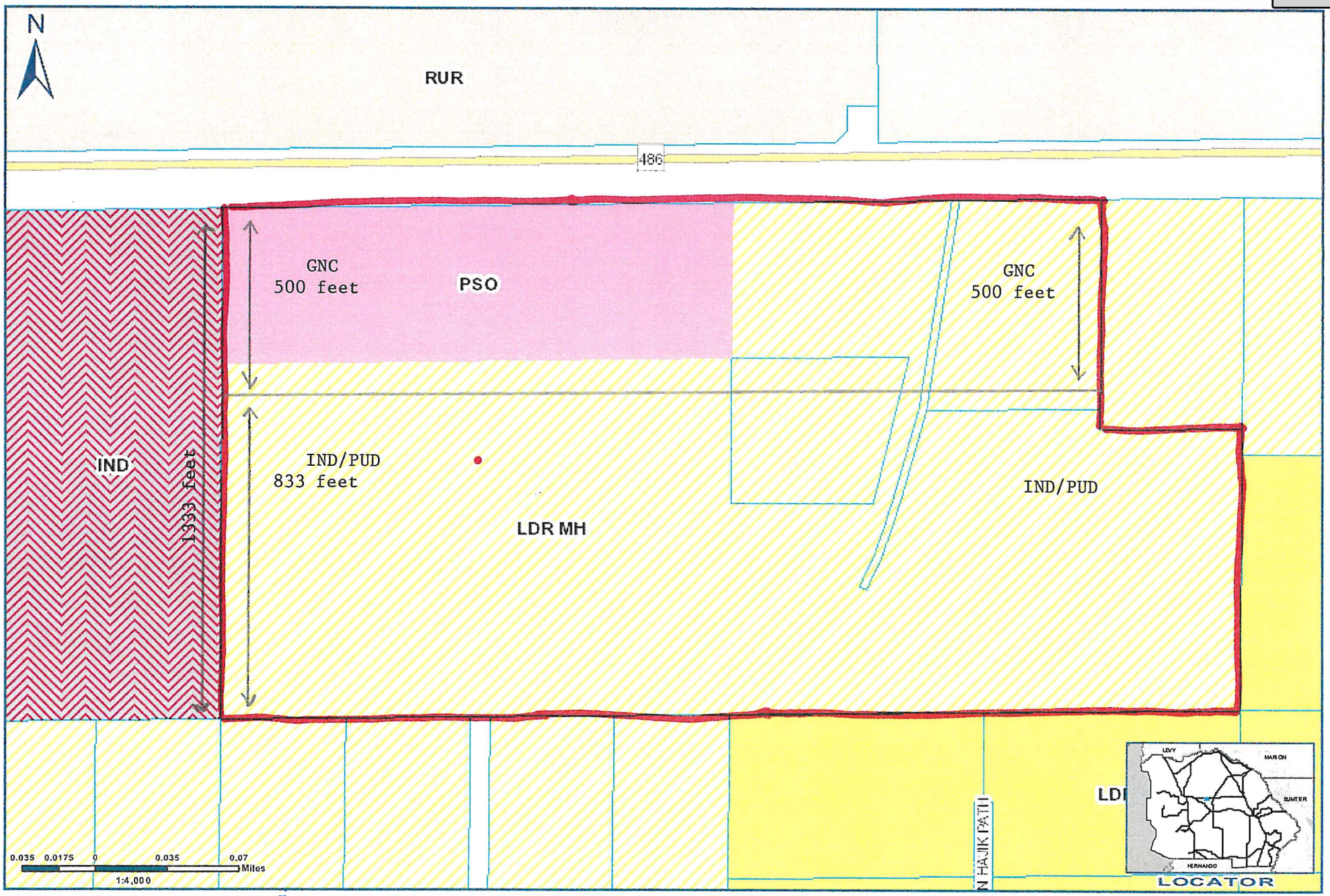
Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for



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JUN 29 2021

CPA/AA/PUD-21-11

Planning & Development Division

LDC Atlas - Proposed

Geographic Information Systems

Cynthia Skelhorn
Director

Prepared By : Web User
Date: 3/23/2021
Source: Enterprise Geodatabase

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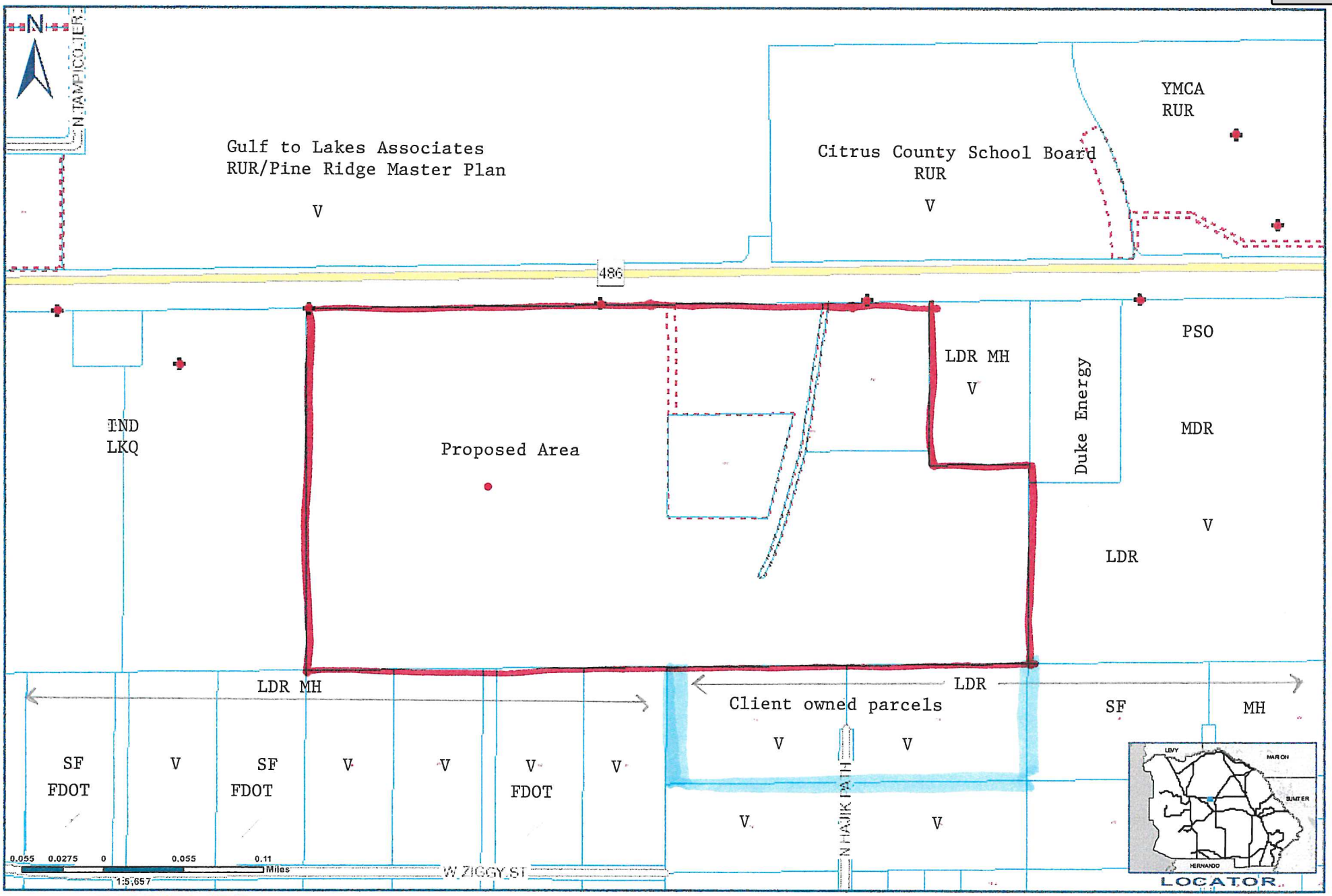
Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for



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Abutter Land Use Map

Geographic Information Systems

Prepared By : Web User
Date: 3/23/2021
Source: Enterprise Geodatabase

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Cynthia Skelhorn
Director

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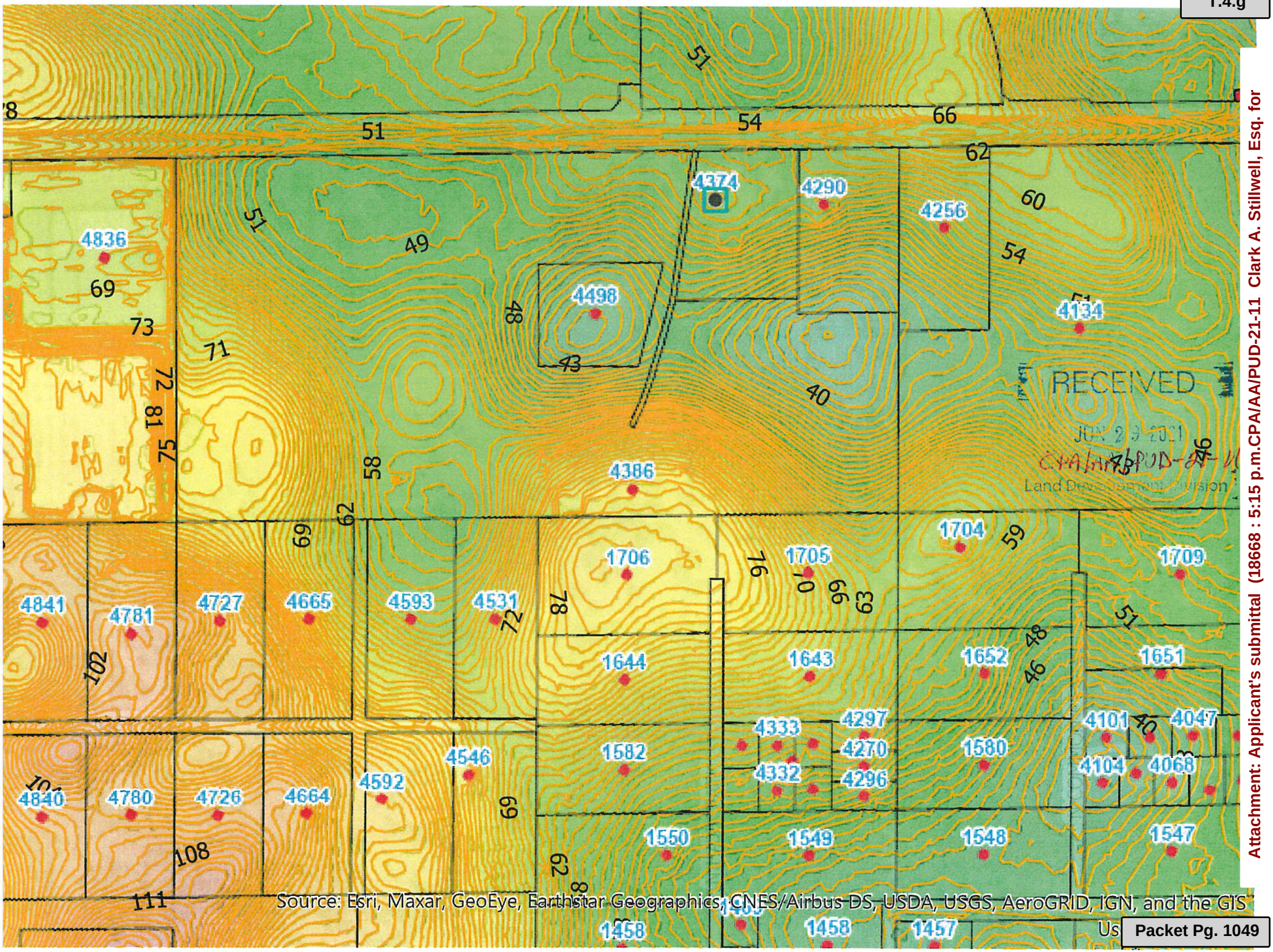
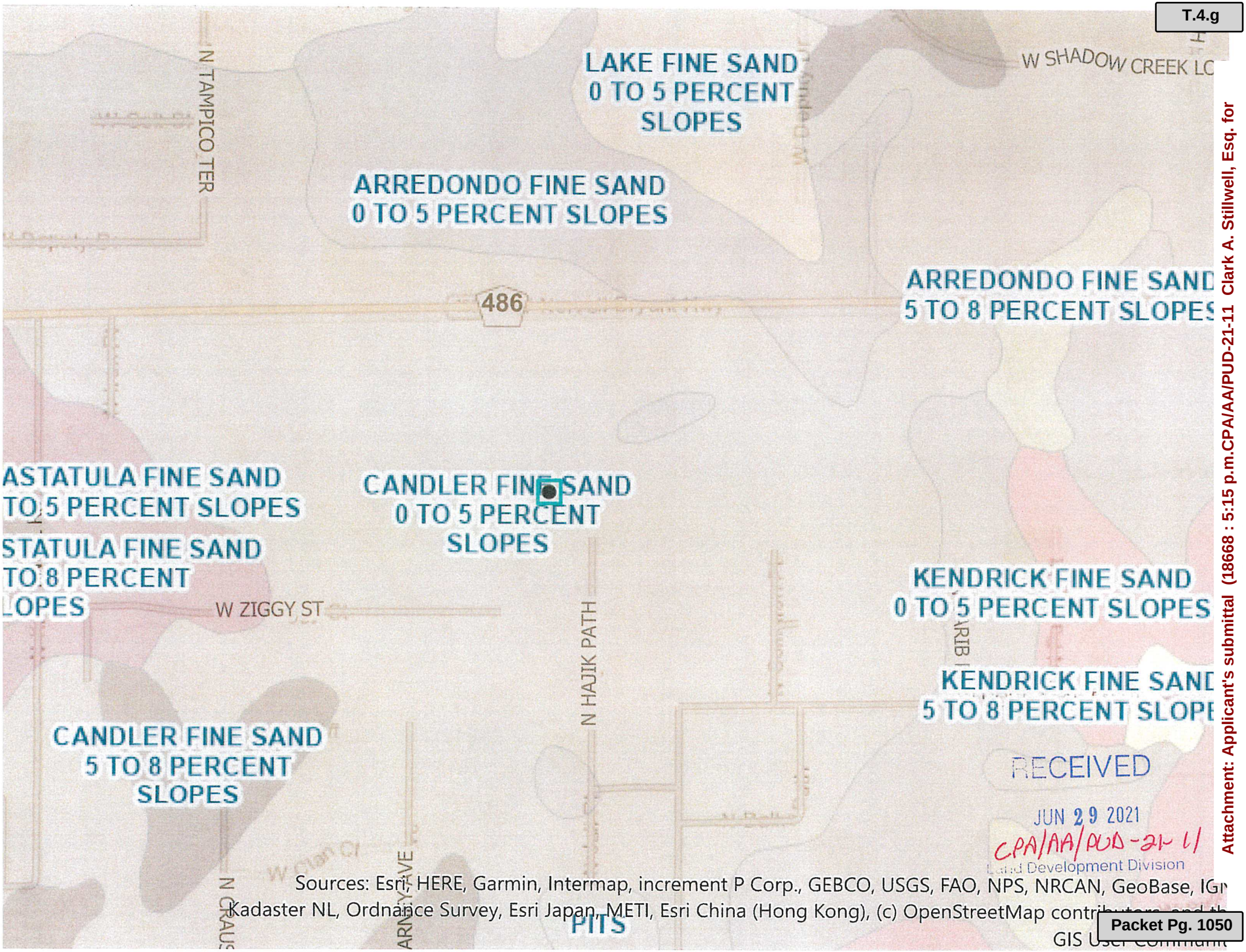


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS Us

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for



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Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

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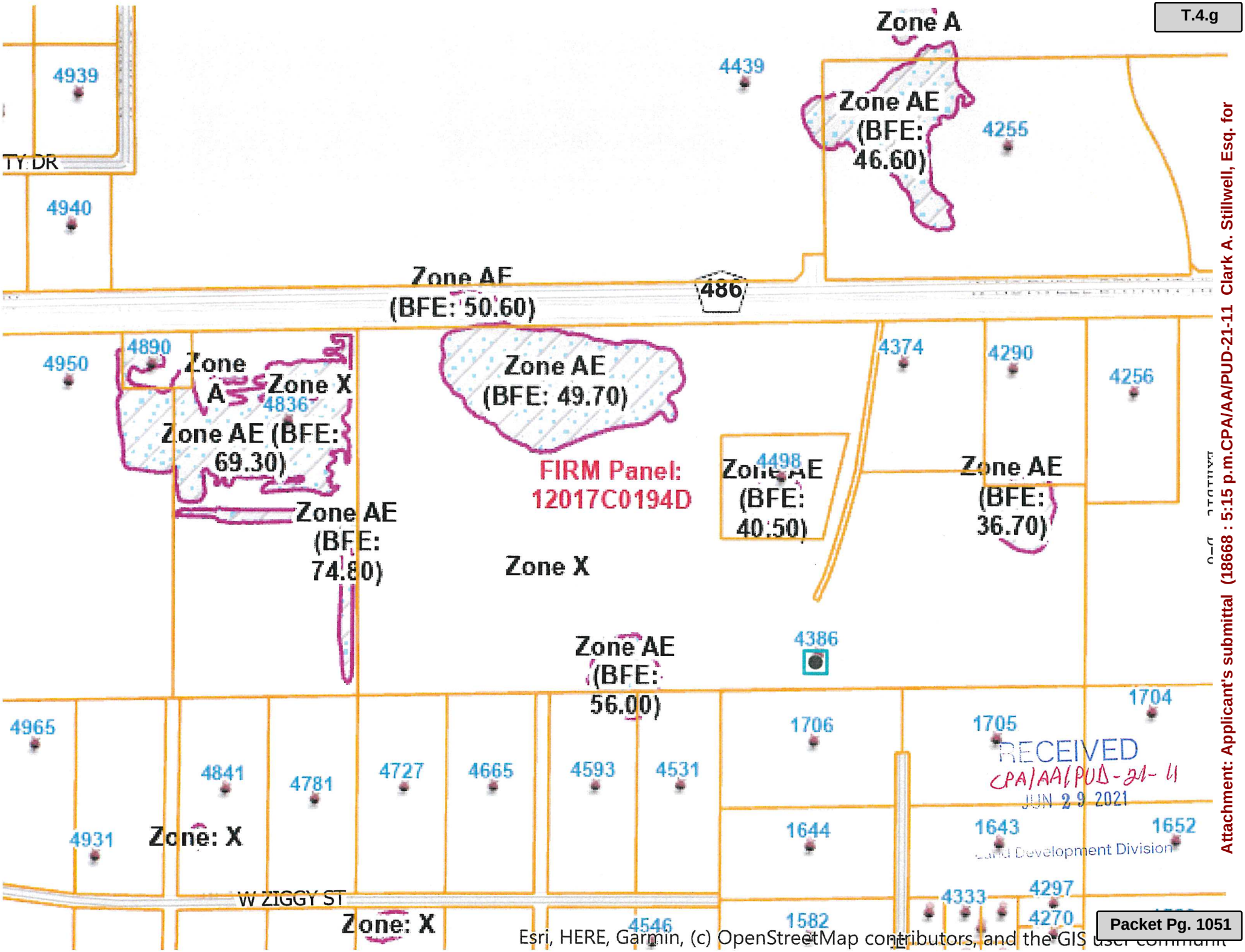

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for

DESCRIPTIVE SKETCH
(THIS IS NOT A SURVEY)
HEAVY INDUSTRIAL DISTRICT DESCRIPTIVE

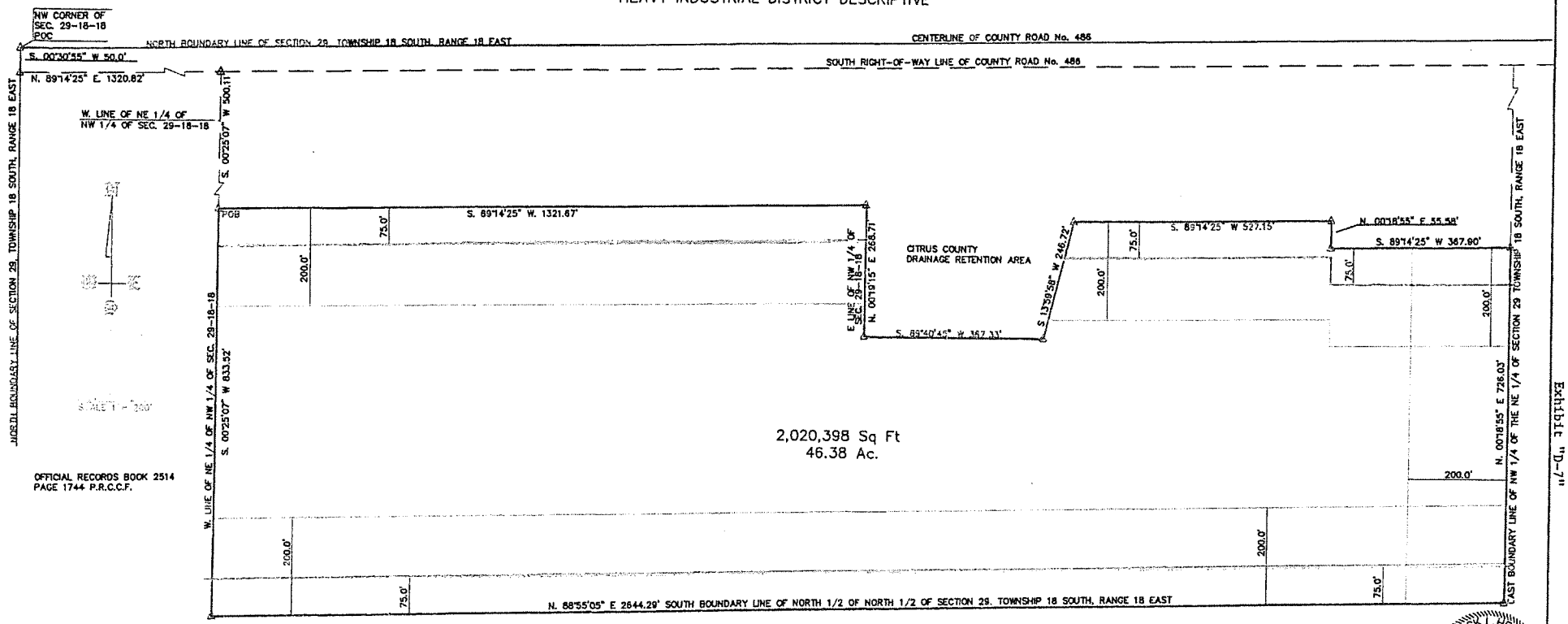

Exhibit "A-7"

Δ= DESCRIPTIVE POINT
P.O.C. = POINT OF COMMENCEMENT
PRCCF = PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA
SEC = SECTION
TWP = TOWNSHIP
RNG = RANGE
P.O.B. = POINT OF BEGINNING

A PORTION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 18 SOUTH, RANGE 18 EAST CITRUS COUNTY, FLORIDA; THENCE S. 00°30'55" W. ALONG THE WEST BOUNDARY LINE OF SAID SECTION 29, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD No. 486; THENCE N. 89°14'25" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1320.82 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE S. 00°25'07" W ALONG THE WEST BOUNDARY LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 500.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 00°25'07" W ALONG SAID WEST BOUNDARY, A DISTANCE OF 833.52 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 29; THENCE N. 88°55'05" E ALONG SAID SOUTH BOUNDARY OF THE NORTH HALF OF THE NORTH HALF A DISTANCE OF 2,644.29 FEET; THENCE N. 00°18'55" E ALONG THE EAST BOUNDARY LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 726.03 FEET; THENCE S. 89°14'25" W., A DISTANCE OF 367.90 FEET; THENCE N. 00°18'55" E. A DISTANCE OF 55.58 FEET; THENCE S. 89°14'25" W., A DISTANCE OF 453.03 FEET; THENCE N. 15°18'03" E. A DISTANCE OF 4.64 FEET; THENCE N. 11°22'29" E., A DISTANCE OF 33.29 FEET; THENCE S. 89°14'25" W., A DISTANCE OF 72.65 FEET; THENCE S. 13°59'58" W., A DISTANCE OF 284.99 FEET; THENCE N. 00°19'15" E. ALONG THE EAST BOUNDARY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, A DISTANCE OF 268.71 FEET; THENCE S. 89°14'25" W., A DISTANCE OF 1,321.67 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 20236,119 SQUARE FEET (46.44 ACRES) MORE OR LESS.

PATRICK L HENSON CERTIFICATE No. 4547 STATE OF FLORIDA REGISTERED LAND SURVEYOR

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT THE DESCRIPTIVE SKETCH SHOWN HEREON WAS PREPARED UNDER MY DIRECTION SUPERVISION AND CONFORMS TO THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.050 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATED THIS 21 DAY OF June 2021

Patrick L Henson

PATRICK L. HENSON, REGISTERED LAND SURVEYOR
FLORIDA REGISTRATION No. 4547

THIS SURVEY INVALID UNLESS EMBOSSED WITH A SURVEYORS IMPRESSION SEAL FOR PAPER COPIES OR DIGITAL SIGNATURE AND SEAL ACCOMPANIED BY A VALID ELECTRONIC SIGNATURE FOR ELECTRONIC COPIES.

Anderson Specialty Services, Inc.
9200 East Orange Avenue
Floral City, Florida 34436
(352) 220-0146
BUSINESS CERTIFICATE LB 8156

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JUN 29 2021
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Land Development Division

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for

Exhibit "E-1"

Board of County Commissioners
DEPARTMENT OF WATER RESOURCES
UTILITY PLANNING AND ENGINEERING DIVISION
3600 W. Sovereign Path, Suite 291
Lecanto, Florida 34461-7788
Telephone: (352) 527-7650 Fax: (352) 527-7644
TTY Telephone: (352) 527-5312
www.bocc.citrus.fl.us
E-mail Address: WaterResources@bocc.citrus.fl.us

02/03/2021

Mr. Clark A. Stillwell, Esquire
Law Office of Clark A. Stillwell, LLC
P.O. Box 250
Inverness, FL 34451
caslaw@tampabay.rr.com

RE: Damron Family; Land Use Plan Map/LDC Atlas Amendment

Dear Mr. Stillwell:

Citrus County Utilities currently has both potable water and wastewater capacity to serve the above referenced site for the commercial and light industrial uses described in your January 4, 2021 letter.

The public water system serving this vicinity is the Charles A. Black Water System (Public Water System ID. No. 609-4948), having a current permitted capacity of 14.544 million gallons per maximum day. An 18 inch diameter water transmission main runs along the south right-of-way line of CR-486 in front of the above referenced site

Sewer service to this vicinity is provided by the County;s Meadowcrest Wastewater Treatment Facility (Permit No.: FLA011845), having a current permitted capacity of 2.0 million gallons per annual average day. A 16 inch diameter pressure sewer force main runs along the south right-of-way line of CR-486, parallel to the water main.

Please let us know if this information is not responsive to your request.

CITRUS COUNTY DEPT. OF WATER RESOURCES

Layne C. Cady, P.E.
Senior Engineer

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Exhibit "E-2"

Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS
SOLID WASTE MANAGEMENT DIVISION

January 4, 2021

Law Office of Clark A. Stillwell, LLC.
Brannen Bank Building
320 U.S. Highway 41 South
Inverness, FL 34450

Re: Damron Family: Land Use Plan Map/LDC Atlas Amendment
Alternate Key No. : 3440248, 1492670, 3467382, and 1492661
Crystal River Florida 76 acres (MOL)
Section 29, Township 18, Range 18

Dear Mr. Stillwell,

This letter is in response to your request of December 31, 2020, for a determination of whether sufficient landfill capacity exists for the above referenced Alternate Key Numbers.

The Citrus County Central Landfill has sufficient capacity to accommodate this project.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Henry C. Norris, Jr.
Citrus County Solid Waste Management Director

HCN:iag

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Land Development Division

Henry C. Norris, Jr. Director
Citrus County Division of Solid Waste Management
PO Box 340
Lecanto, FL 34460
Telephone: (352) 527-7670 Fax: (352) 527-7672
Henry.Norris@citrusbocc.com

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

Exhibit "E-3"

BEI BURRELL ENGINEERING, INC.
CIVIL ENGINEERING

12005 N. FLORIDA AVE.
DUNNELLON, FL 34434
PH. 352-489-4144
FAX 352-489-4741

January 19, 2021

Mr. Clark Stillwell
Attorney at Law
320 US HWY 41 South
Inverness, FL 34450

Subject: Parcel Alt Key # 1492661, 1492670, 3440248 & 3467382
Section 29, Township 18, Range 18
Analysis of Drainage, Water and Wastewater Facilities
BEI Project 13-23

Dear Mr. Stillwell:

As requested, Burrell Engineering, Inc. has conducted a drainage facilities and public facilities analysis as required by the Citrus County Board of County Commissioner's Administrative Regulation (A.R.) 13.08-2. on the referenced site. The site comprises four adjacent parcels and is approximately 76 ac in size and is in Section 29, Township 18, Range 18. It is bordered by CR 486 on the north, by the LQK Facility on the west side, vacant property on the east and large residential lots on the south. The analysis includes a physical inspection of the site, and a review of available data produced by various public agencies. The analysis is limited to the specific areas of concern discussed in the A.R., as outlined below:

1. *DRAINAGE FACILITES*

a. Soils evaluation, demarcation, and preliminary hydrogeology:

Onsite soils are predominantly Candler fine sand, 0 to 5% slopes with a small amount of Arredondo fine sand, 0 to 5% slopes. According to the SCS Soil Survey for Citrus County, Candler sands are nearly level gently sloping excessively drained with a SHWT greater than a depth of 80 inches throughout the year. Arredondo sands are nearly level gently sloping well drained with a SHWT greater than a depth of 72 inches most years.

Based on the current Southwest Florida Water Management District (SWFWMD) criteria for stormwater systems, the site drainage will most likely need to be designed as a dry retention system, depending on the actual SHWT determined from soil borings. These types of systems are commonly used and thus should not pose an impediment to the proposed development.

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b. *Topography of the existing site, proposed changes to topography and their impact on adjacent properties including abutting roads:*

The proposed site has significant topographic variation and most likely lies within a closed drainage basin. As such, the drainage design associated with site improvements is most likely "volume dependent". A typical design for a closed basin would consist of calculating the pre-development discharge volume to offsite areas for the 100yr-24hr storm event and constructing a stormwater management system that attenuates the post-development runoff volume so that the pre-development discharge volume is not increased. Based upon the soil conditions found on this parcel a drainage design meeting these requirements can be created utilizing a dry retention drainage system.

Proposed changes to the topography (when and if the site is developed) would most likely be significant due to the relatively steep slopes on portions of the site. The modifications would also include the creation of additional impoundment areas to serve as drainage retention areas for the new impervious area created. All the above appears to be obtainable on this site.

c. *If within a floodplain, floodplain compensation needs and the ability of the site to accommodate same:*

Attached is an excerpt from the National Flood Insurance Program Flood Insurance Rate Map (FIRM) panel 12017C0194D. As can be seen from the map, most of the property lies within flood zone X, however three areas are listed as in flood Zone AE with numbered flood elevations. Of the three flood zones two are wholly onsite and as such can be modified easily with onsite drainage facilities. The third area is partially offsite and any development in this area would have to be designed so there would be no increase in flooding offsite. A fourth flood area in the center of the property is a County drainage retention area which is a separate parcel and not part of this report.

d. *Any impact to either onsite or adjacent wetlands or surface waters:*

The proposed site does appear to have a small wetland area in the same location as the flood area that is partially offsite based on the National Wetlands Inventory Map. However, the wetland area would have to be verified by an environmental scientist and if it is found to be regulated wetlands any development would have to avoid impacts in accordance with the Southwest Florida Water Management District and Citrus County requirements.

e. *Ability of the site to accommodate all stormwater generated by improvements of a 25 year/24-hour storm event:*

The proposed development has enough room onsite to construct a drainage retention area sufficient to store and treat the stormwater runoff from a 25

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

year/24-hour storm to meet the County and Water Management District requirements.

f. Any modification to existing drainage flows from adjacent property either developed or vacant:

Based upon the above and by utilizing good engineering practices, this site can be designed to have no adverse impact to drainage flows coming from, or onto, adjacent properties. Should runoff from offsite areas flow into the proposed site in the pre-development condition these flows will either be accommodated into the drainage design or routed around the site to maintain pre-development flow patterns.

2. *ABILITY OF THE SITE TO SUPPORT AN ONSITE SANITARY SEWER DISPOSAL SYSTEM AND ONSITE WATER FACILITY*

WASTEWATER DISPOSAL

Wastewater service is available to the site from the County's central wastewater collection system via a sanitary sewer force main on the south side of CR 486. Therefore, most likely the site would be required to construct a sanitary pump station and connect to the force main.

WATER SERVICE

Central water is also available to the site on the south side of CR 486, therefore connection to the central water supply system will be required for this project.

I trust that this information is adequate to meet the indicated requirements of A.R. 13.08-2. However, if you have any questions, please do not hesitate to call. As always, we appreciate this opportunity to be of service to you.

Sincerely,

Burrell Engineering, Inc.

1/19/21

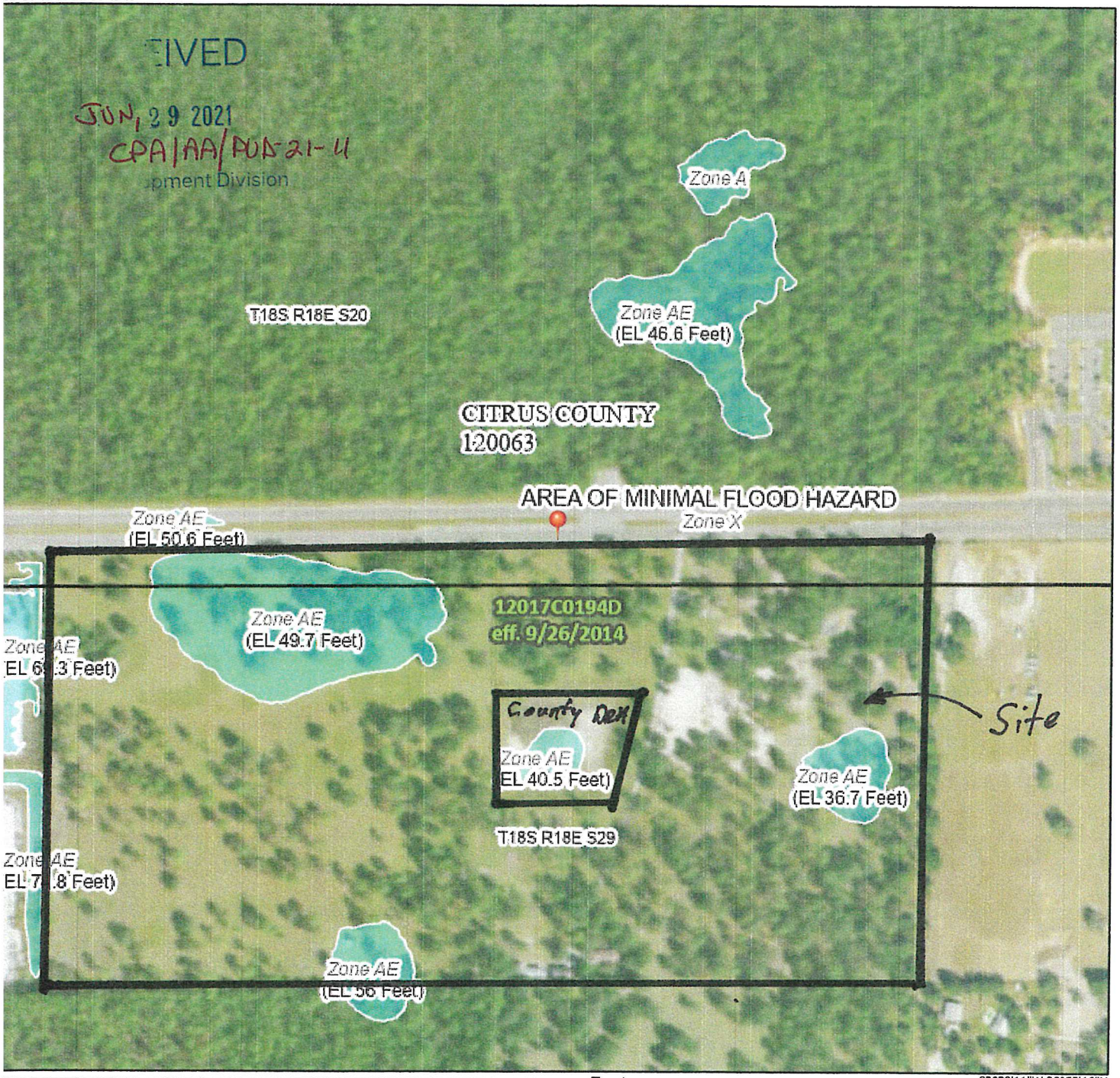
Troy E. Burrell, Jr, P.E.
Florida Registration 36044
President

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

National Flood Hazard Layer FIRMette

FEMA

82°30'48"W 28°53'48"N



82°30'11"W 28°53'16"N

Feet 1:6,000

250 500 1,000 1,500 2,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, A
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, A of 1% annual chance flood with aver depth less than one foot or with drai areas of less than one square mile Z
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zor

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chan
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approxim point selected by the user and does not repre an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/13/2021 at 12:42 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas ca regulatory purposes.

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U.S. Fish and Wildlife Service

National Wetlands Inventory

wetlands map

January 13, 2021

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

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National Wetl
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Land Development

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for

Exhibit "G"
Application Text
Damron Family
Alternate Key 1492670, 3440248 and 3467382
Section 29, Township 18S, Range 18E

I. General Facts/Site Characteristics: The subject parcel (AK #1492670, 3440248 and 3467382) total 71.96 acres (MOL) (subject parcels). The subject parcel has two (2) single family residence, a County DRA (non-exclusive use), with balance of subject parcel improved pasture lands for ongoing cattle/AG use (see aerials Exhibit "C"). The soils are primarily Kendrick Fine Sand and Chandler Fine Sand (see Exhibit "D-5" soils map). The site has no environmental constraints. It is not in a flood plain.

Highway frontage on County Road 486 (a major collector) is 2,313 feet (MOL). It is ¼ mile east of the Suncoast Parkway intersection with county Road 486 (see Exhibit "H"). Subject parcel per GFLUM is LDR; Per LDC atlas, subject parcel is LDR and PSO. See Exhibits "D-1" and "D-2". Site is located both in Central Ridge area – Plan's designated high growth area and within PSA (see FLUE Figure 10-28 for map). Site is serviced by both regional water and wastewater (see Exhibit "E-1" concurrency letter).

The site is located within the former planning district 4. FLUE Table 10-21 shows GNC acreage in this district is at 314 acres (0.70%); IND acreage is at 40 acres (0.09%) – Table 10-21 (FLUE).

Abutting existing land uses are as follows:

(1) North – County Road 486 – 300 foot wide ROW corridor
YMCA
School Board (future elementary school site)
Vacant lots per Pine Ridge master plan

(2) East- PSO/Vacant

(3) South – Large lot residential use (note applicant owns AK #2696940) which is not part of this application and will remain in the residential category. A number of lots are owned by FDOT as part of Suncoast extension (see Abutter's Map)

(4) West- existing LKQ Industrial Use

II. Concurrency: There are no concurrency issues. Exhibits "E-1, "E-2" and "E-3" establish adequate regional water and wastewater, drainage concurrency and solid waste capacity. County Road 486 is a divided four (4) lane highway (major arterial) with 8900 ADT trips (MOL) thereon.

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III. Plan Consistency: The parcel is located in Plan Service Area. Parcel is with commercial corridors established by FLUE. See: 1990 LDC atlas mapping standards and FLUE at page 10-3.
The site meets FLUE test for new commercial – FLUE Page 129-134 and Policy 17.6.4:

CRITERIA	SITE COMPLIANCE
Protect the development form natural hazards	There are no known natural hazards with this site.
Ensure adequate service from public utilities and other urban services	Site has collector road access/regional utilities are available.
Minimize environmental impacts	No environmental issues exists.
Serve its intended market area	As noted site is within PSA and services Central Ridge area.
Provides buffering from other land uses to minimize conflicts	Site is capable of meeting LDC standards for open space and buffering.
Provide adequate landscaping utilizing native plants and preserving existing on-site vegetation	Vacant pasture will be incorporated into buffers/open space.

Finally, Table 10-13 of FLUE documents the need for additional commercial land, acres (2,349 acres) through Plan's planning period of 2020. As to industrial, Table 10-13 reflects the need for 1,073 acres of such.

The IND parcel with accompanying PUD allowing for expansion of LKQ facility meets goal 22 of Economic Development Element (EDE). The job growth of the LKQ expansion is consistent with EDE, Obj. 22.5 and Policies 22.5.1 – 22.5.5 therein.

The Plan FLUE at page 10-157 thereof defines IND citing criteria (1-8). The proposed IND with PUD meets the six (6) criteria which are applicable to this site. The IND acreage with PUD master site plan is consistent with Obj. 17.7 of FLUE and FLUE Policies 17.7.3 and 17.7.4.

IV. Compatibility:

a. As to proposed GNC, the site use is consistent with abutting parcels. It fronts on County Road 486. It is in the defined commercial corridor for this major arterial. See Policy 17.11.1 of Plan FLUE. Commercial uses exist to the east, and north. West is IND.

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

b. The industrial acreage is intended for the expansion of LKQ industrial facility located to the west. LKQ occupies a 40 acre (MOL) site on County Road 486 plus a five (5) acre parcel designated for IND to the west (AK #1493072). LKQ occupies this parcel for outdoor storage of autos similar to what is proposed in the PUD. This parcel will be taken by the Suncoast Parkway extension. The existing LKQ IND parcel long-term use as open auto storage has been since 1975. In this long term time period there have been no issues of compatibility. The open storage use generates no noise, dust, offsite lighting or other similar impacts. There is no hazardous materials stored onsite. The Parkway expansion will further impact residential uses in the area to a much larger extent than the PUD for IND use. The PUD limits use to that which is similar to the existing LKQ IND acreage use on AK #2771666 and #2515996.[1]

V. PUD – Master Plan:

a. Concurrent with the proposed IND plan map and LDC Atlas map amendments, applicant has filed a PUD for salvage yard/recycling center use which is consistent with LKQ current use on AK 2771666 and #2515996. The PUD shows no new building, just vehicular storage. Access to the site is via internal roads with LKQ existing facility. There is no direct highway access to County Road 486 for any new IND parcel. LDC Type D buffers are located on the north, south and east boundaries. The PUD site plan shows a wall eight (8) foot in height. See Exhibit "F-2" photo of existing LKQ wall which will be extended. The long-term established LKQ use has demonstrated historical compatibility with large lot residential areas to the south. Note, AK #2696940 consisting of 12.63 acres designated LDR is owned by applicant and will be acquired by LKQ. IND/PUD use does not include such – the parcel will act as additional setback/buffer area. The boundary of such is 1,330 linear feet with proposed IND. See aerials – Exhibit "C". PUD master site plan meets filing criteria and reflects open storage area, drainage, open space, and buffers. On the total 46 acres (MOL) of proposed IND; actual use is 13.11 acres. ISR of such is 45.6%.

b. LDC Section 3350 labeled Auto Salvage/Junkyards sets standards for proposed use in PUD acreage. Subsection "C" has a 75 foot setback from a property line and if residential – 200 feet. Exhibit "D-7" shows impact of such on PUD acreage. Basically, if applied, the setback limits use area to 18.7 acres in a long, linear pattern. On the north side, with GNC designation the setback requested for storage area is 41 feet in the limited area of NW corner, per master site plan. Balance of slope is > 75 ft. For abutting residential on south boundary, the

[1] As a result of the Suncoast Parkway expansion from State Road 44 to County Road 486, LKQ's use of Alternate Key #1493072 will be lost to existing LKQ use.

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

setback to nearest storage aisle is 71 feet. The 200 ft. setback is met for the east boundary line to actual storage area. With the eight (8) ft. wall required by LDC, the storage area and abutting residential lots elevation will be equivalent. Given the mandated LDC buffers, the eight (8) ft. wall and limited height of stored vehicles, the storage area per master site plan will not be directly visible from the residential lots abutting south boundary (See Exhibit "D"). The buffers along residential districts are per LDC Section 3350(c) both south lot line and east lot line. On east end of PUD – the nearest storage area to an improved residential lot is > 200 feet. Along south boundary, 1,320 feet of the 2,644 feet is owned by applicant (0.499%) and 642 feet is owned by FDOT. While the FDOT parcels are designated residential per Plan and LDC – their actual use will not. Given the discussion on compatibility above and the fact that south boundary line a majority of abutting parcels will not be in residential use (0.742%) the setback deviation requests are appropriate on both north and south boundary lines of IND/PUD parcel.

VI. Conclusion: As to County Road 486 road frontage the highest use of the site is GNC. Historical GNC land uses and expected residential growth in the area support the new GNC uses. The IND parcel meets plan consistency and compatibility given PUD limited use, acreage size and Type D buffers with wall. The applications meet statutory test of consistency (F.S. 163.3184(1)(b)) and compatibility (F.S. 163.3164(a)) for both GNC and IND parcels.

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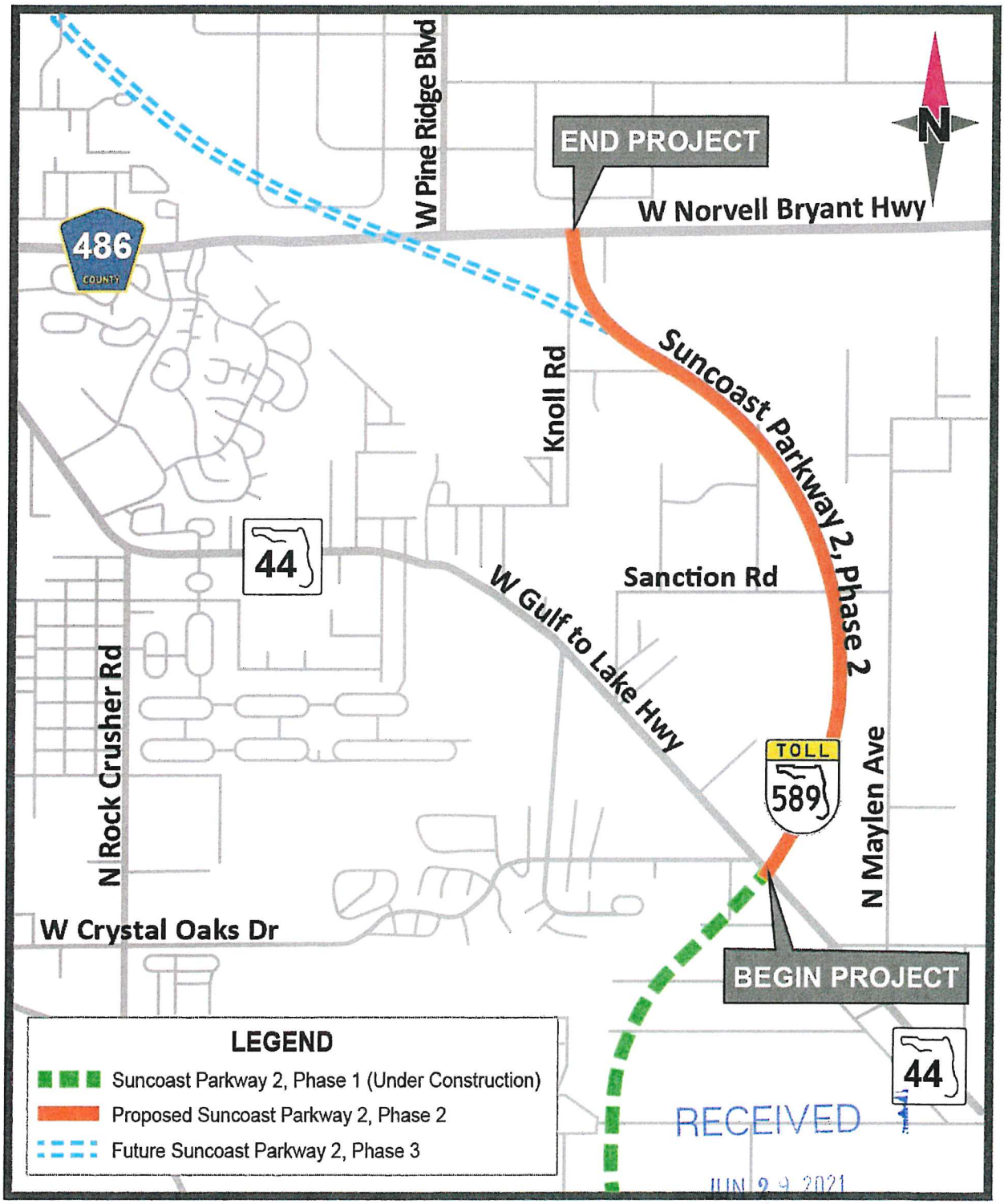
SUNCOAST PARKWAY 2 (SR 589), PHASE 2 - DESIGN

From SR 44 to CR 486

Financial Project ID Number: 442764-1

PROJECT LOCATION MAP



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PUBLIC INFORMATION MEETING (4 P.M. – 7 P.M.) | THURSDAY, JANUARY 23, 2020
CITRUS COUNTY NATIONAL GUARD ARMORY | 8551 W. VENABLE STREET, CRYSTAL RIVER, FL 34429

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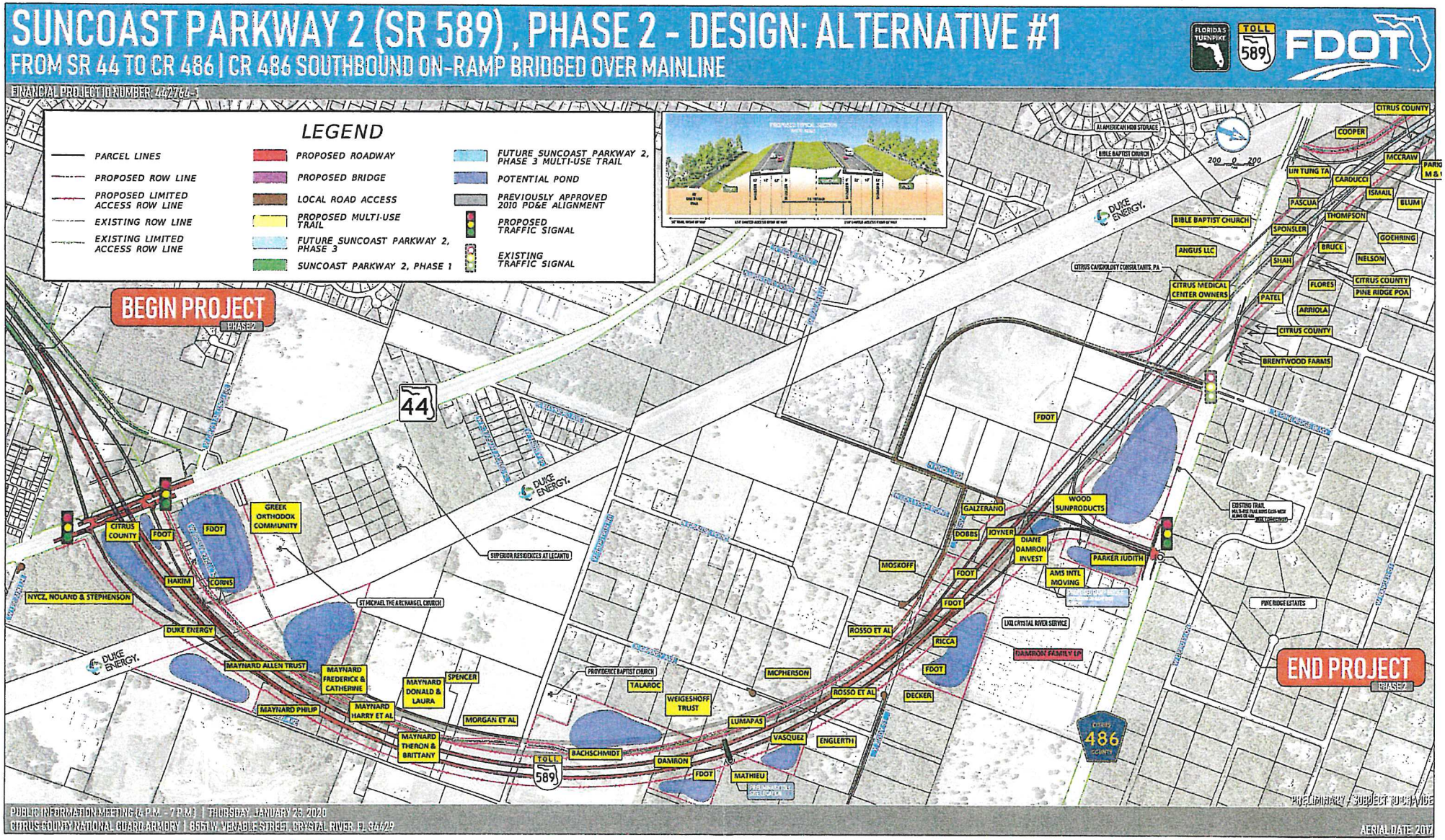
SUNCOAST PARKWAY 2 (SR 589) , PHASE 2 - DESIGN: ALTERNATIVE #1

FROM SR 44 TO CR 486 | CR 486 SOUTHBOUND ON-RAMP BRIDGED OVER MAINLINE

FINANCIAL PROJECT ID NUMBER: 442764-1



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CITRUS COUNTY NATIONAL GUARD ARMORY | 8655 W. VENABLE STREET, CRYSTAL RIVER, FL 34429

PRELIMINARY / SUBJECT TO CHANGE

AERIAL DATE: 2017

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SUNCOAST PARKWAY 2 (SR 589), PHASE 2 - DESIGN: ALTERNATIVE #2

FROM SR 44 TO CR 486 | CR 486 INTERIM SOUTHBOUND ON-RAMP AT GRADE

FINANCIAL PROJECT ID NUMBER: 442764-1

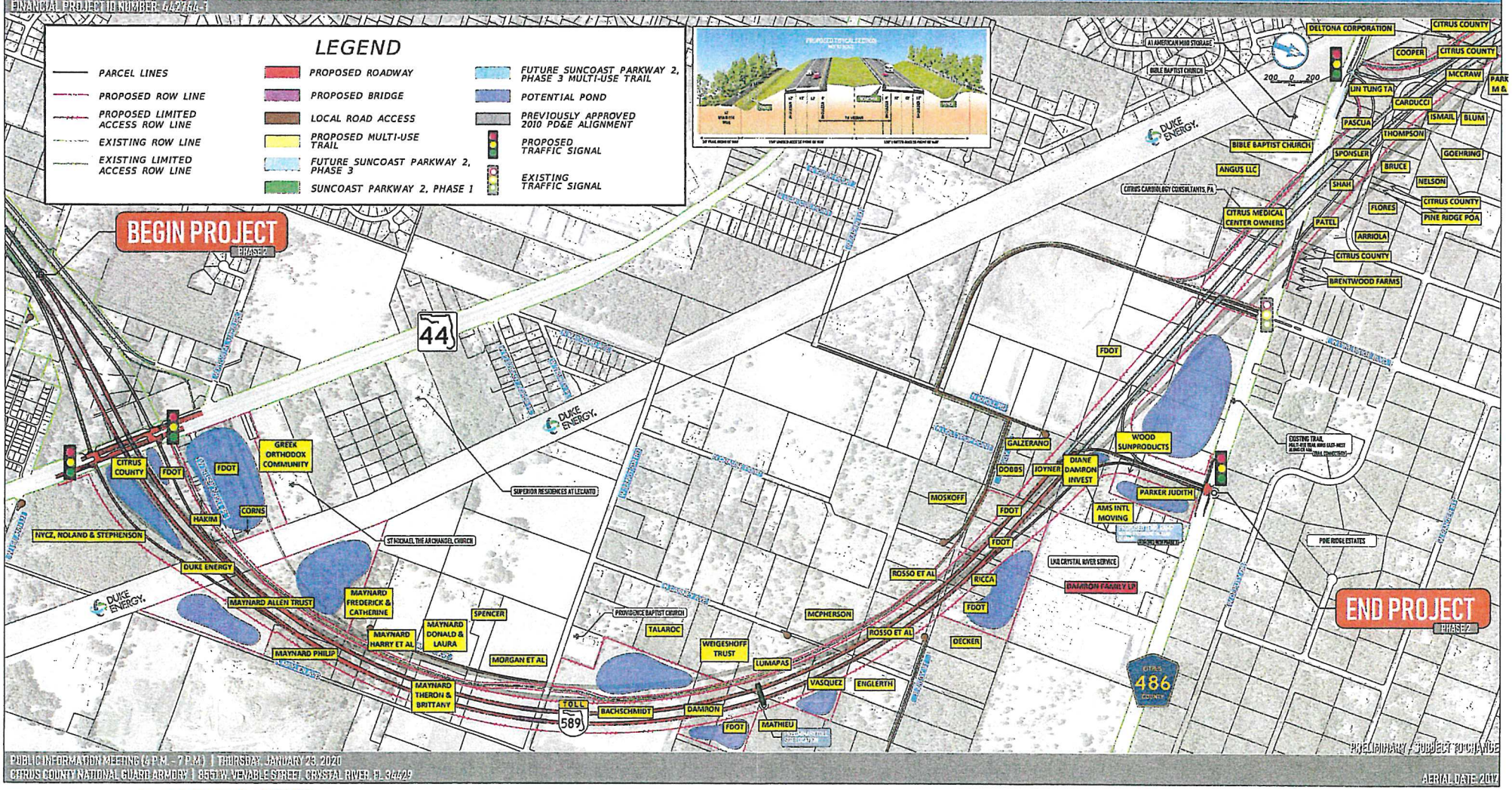

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Exhibit "I"

Avis Marie Craig, AICP – MBA
Planning Consultant
P. O. Box 568
Lecanto, FL 34461

June 18, 2021

Clark A Stillwell, Esq
P.O. Box 250
Inverness, FL 34450

RE: LKQ Expansion of IND as a CPA/AA/PUD application adjacent to their current facilities – Planning Report

Dear Mr. Stillwell:

Attached please find my planning report on the proposed land use change for LKQ. Let me know if you need anything further. I will plan to be in attendance at all public hearings as this proceeds through the public hearings. Please keep me informed as to dates.

Thank you for allowing me to be involved in a project that certainly offers opportunity for Citrus County.

Sincerely,

Avis Marie Craig

Avis Marie Craig, AICP

Telephone : 352.634.2116 email: amarie02@gmail.com

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LKQ MEANS BUSINESS FOR CITRUS CO.

PLANNING ANALYSIS

To support CPA/AA/PUD for CR 486 Expansion

June 15, 2021

Prepared by

Avis Marie Craig, AICP Planning Consultant

P.O. Box 568 Lecanto, FL 34460-0568
amarie02@gmail.com

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BACKGROUND

INTRODUCTION & BACKGROUND

The site under application for the PUD is 46.38 acres± and is specifically proposed to allow the expansion of the longstanding salvage business adjacent, which today is operated as LKQ. It involves two parcels in Section 29-18-18 on the south side of CR 486, east of Pine Ridge Blvd and west of CR 491. The parcels proposed for PUD are known as AK 3440248 and AK 3467382 and are currently owned by the Damron family. Of the first parcel referenced, it is vacant property and includes only that portion of the property behind the highway frontage, with no direct access planned to CR 486. The LKQ expansion will continue to rely on their existing LKQ entrances to CR 486, and will have one internal access from the new proposed storage yard interconnecting to the existing storage yard. The second parcel referenced above currently has a S.F. home on it and that will be razed to allow for the expansion.

The site is high and dry property and located in the central ridge region of Citrus County within the Planned Service Area (PSA), an area slated for urbanization and development. Elevations range from 35' in the northeastern corner to a high of 80' in southwestern corner. This section of CR 486 is four-laned, and utilities are available, though not expected to be needed for this type of proposed development.

With plans underway to extend Suncoast Parkway to CR 486 immediately adjacent to LKQ, this proposed expansion is strategically situated to utilize the new limited access highway. The presence of highway further supports future development along this section of CR 486. Because this is a company Citrus Co. has a long history with expectations are that LKQ will deliver a quality project.

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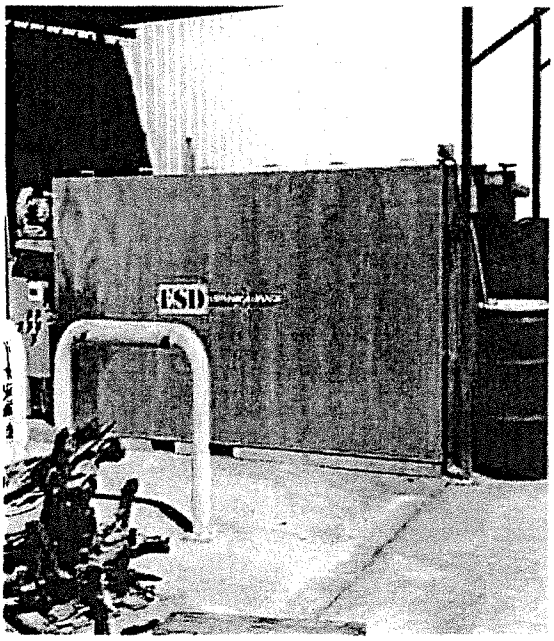
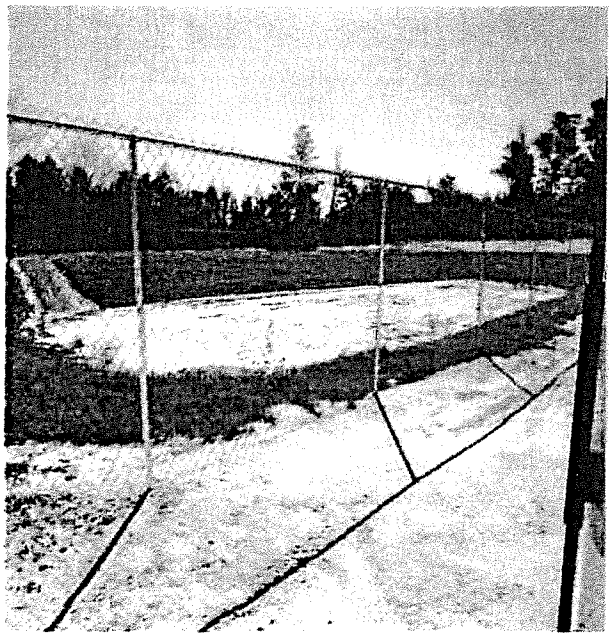
RECENT PHOTOS

What to expect





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Application Summary

The purpose of this report is to examine the compatibility of proposed PUD expansion location for the intended purpose and to determine consistency with the Comprehensive Plan and other relevant Economic Development & Business Development plans.

The site proposed for expansion of LKQ under a PUD is designated LDR according to the GFLUM map of the Comprehensive Plan, and LDR MH according to the LDC Atlas Maps is proposed for change to IND on both the Comp Plan GFLUM and LDC Atlas (see Attachments 1 and 2 respectively).

An associated application for the CR 486 highway frontage is proposed for change to GNC, for the first 500' of depth of Parcel AK 3440248 which is a portion of the larger parcel also under PUD application for the LKQ expansion. Currently, this property is shown on the GFLUM map as Low Density Residential (see Attach 1) but on the LDC Atlas the western half of this frontage is currently designated Professional Service Office (PSO) while the remainder is designated LDR MH (see Attach 2). There is an existing internal inconsistency between the two maps which will be resolved by the applications proposed for these properties.

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Plan Consistency & Compatibility

The ability to expand a successful existing businesses is vital to any growing concern and that is certainly the case for LKQ. A determination of consistency with the plan must take into consideration changing conditions in the area, development patterns and surrounding and adjacent land uses. See Attachment 3 for adjacent surrounding and planned land uses.

As seen on Attachment 4, to the north of the LKQ expansion will be a future Commercial corridor on the south side of CR 486 if approved as proposed within the overall applications affecting the Damron holdings. The majority of the site is vacant at the present time, and has agricultural uses of cattle on site. There is a SF home within the LKQ expansion property (AK 3467382) a 4.79 ac lot owned by the Damron family which will be razed for that expansion. Another home owned by a member of the Damron family exists to the north of the LKQ PUD within the area proposed for GNC which can be expected to be abandoned if the commercial corridor land use proposed is approved and as development begins to phase in. Across CR 486 is the master planned and platted development of Pine Ridge. This portion of Pine Ridge is vacant and per the owner's commitment reserved for residential development beyond a buffer strip along CR 486 frontage, at the far eastern frontage a future school site is planned and diagonally to east of that is the site of Citrus County's YMCA.

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To the east of the proposed PUD, on the south side of CR 486 is a Duke Energy ownership, presumably a future substation but designated LDR. Continuing along the east side of the proposed LKQ PUD expansion to the south and east of Duke is similarly designated LDR vacant land. However, further to the east within this same holding and not contiguous to the LKQ applications is a strip of CR 486 frontage containing a PSO corridor with MDR behind before returning to LDR properties.

To the west of the proposed PUD is the existing, longstanding salvage use now under the LKQ management and operation. To the south of the proposed PUD is similarly designated LDR lands, all but one lot is vacant. There is only one developed SF home to the SE at the SE corner of this PUD subject property. Of the lots to the south, and several are owned by the Damron family and at the far west end, one lot has already been acquired by FDOT in anticipation of the future Suncoast Parkway II expansion to CR 486 and beyond (see attachment . See attachment 4, to appreciate the impacts the highway will bring to the historical LDR large lot area to the south. In summary from a land use compatibility standpoint, there are virtually no compatibility issues and none that cannot be addressed through buffering and proper design provisions as a PUD.

According to Chapter 163.3164 (9), "compatibility" is further defined as "condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition."

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Upon examination of the surrounding land uses, the longstanding salvage facility has demonstrated the ability to co-exist with its neighbors so this definition of compatibility can be satisfied through the master plan and LDC requirements for the proposed use.

This facility for automobile storage, and salvage of parts has been in place at this location since the 1970s, and only the IND land use and similar LDC designation allow for such uses. That is why the PUD is so important to this application. With a PUD, specific standards and conditions allow for safeguards to protect the surrounding land uses which ensures that compatibility can be achieved.

According to the adopted Future Land Use Element (chapter 10 of the adopted Citrus County Comprehensive Plan, pp 10-137-138), the following locational and design criteria are established for industrial development and especially as it relates to this type of IND land uses. As applicable, below these can be met:

1. While located in the Central Ridge, this project employs extensive Best Management Practices to address (BMPs – see Attachment 6 - 6/11/21 memo from LKQ mgmt.) LKQ removes all fluids and those are regularly removed from the site by certified vendors which ensures that the operation will not impact Aquifer Recharge areas and thus will not pollute the aquifer. Furthermore, the proposed PUD master plan (see Attachment 5, further demonstrated engineered designed DRAs and swales to further safeguard the aquifer.

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2. This site has access to central water and sewer. Though this type of project does not put demands on the public infrastructure system.
3. Air pollution is not a factor for this project. Noise consideration take place back within the original site with no processing of vehicles taking place out in the storage yard.
4. Such uses are required by the LDC to provide adequate landscaping within parking lots (N/A) and along existing rights-of-way (this application has no road frontage, therefore is N/A as specified in the LDC). Instead, the buffering for IND uses and of Section 3350 of the LDC for this type of land use are applicable and met as per the PUD master plan.

Therefore, this project is consistent with Objective 17.7 for Industrial land uses that meet the community's needs and "specifically minimizes land use conflicts and environmental problems within the County" and specifically the proposed PUD is consistent with Policies 17.7.3 and 17.7.4.

Additionally, this project satisfies the Planned Development Objective 17.5 and in particular Policy 17.5.6. For a non-residential project ISR is a key consideration. The PUD master plan (Attachment 5) indicates an ISR of below 50% when IND allows 70%.

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Basis for Approving Land Use Applications

From a planning perspective, the basis for approving the CPA/AA/PUD is as follows:

1. The proposal is consistent with the applicable goals, objectives and policies of the Citrus County Comprehensive Plan
2. The proposal offers positive benefits to the community as a whole by providing jobs and encouraging a longstanding business to expand here in Citrus County.
3. The proposal through the PUD process provides safeguards of buffers, landscaping and engineered master plan to protect both the environment and the limited neighbors around the perimeter of the project.
4. The proposal will receive scrutiny and review by many state and regional governmental entities because it is a large scale comprehensive plan amendment.
5. The proposal ensures compatibility with adjacent land uses, through the PUD process, and considering the significant impacts expected nearby as a result of the imminent Suncoast Parkway II construction planned to CR 486.
6. The proposal will place no burdens on Citrus County infrastructure.
7. The county is being asked to approve the land use and the private sector will bear the responsibility for development and bringing the project to fruition.

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List of Attachments to Planning Report

Craig 06/15/21

1 Future Land Use Map

2 LDC Atlas – Zoning Map

3 Surrounding Land Use

4 FDOT Tpke Dist Maps on SCP 2

5 PUD Master Plan

6 LKQ BMPs

Attachment 5

Attachment 6

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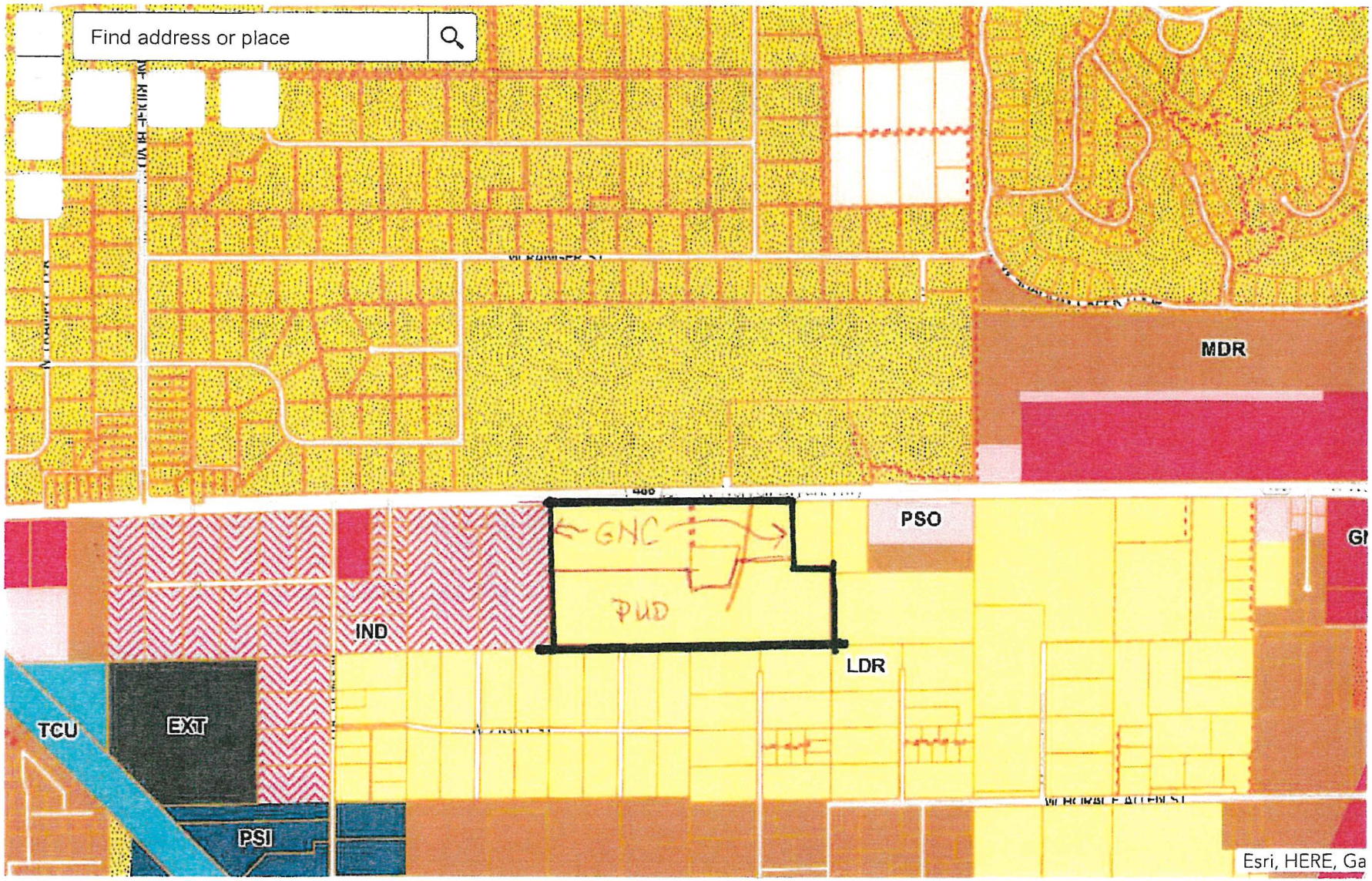
Telephone : 352.634.2116 email: amarie02@gmail.com

Landuse

Attachment 1



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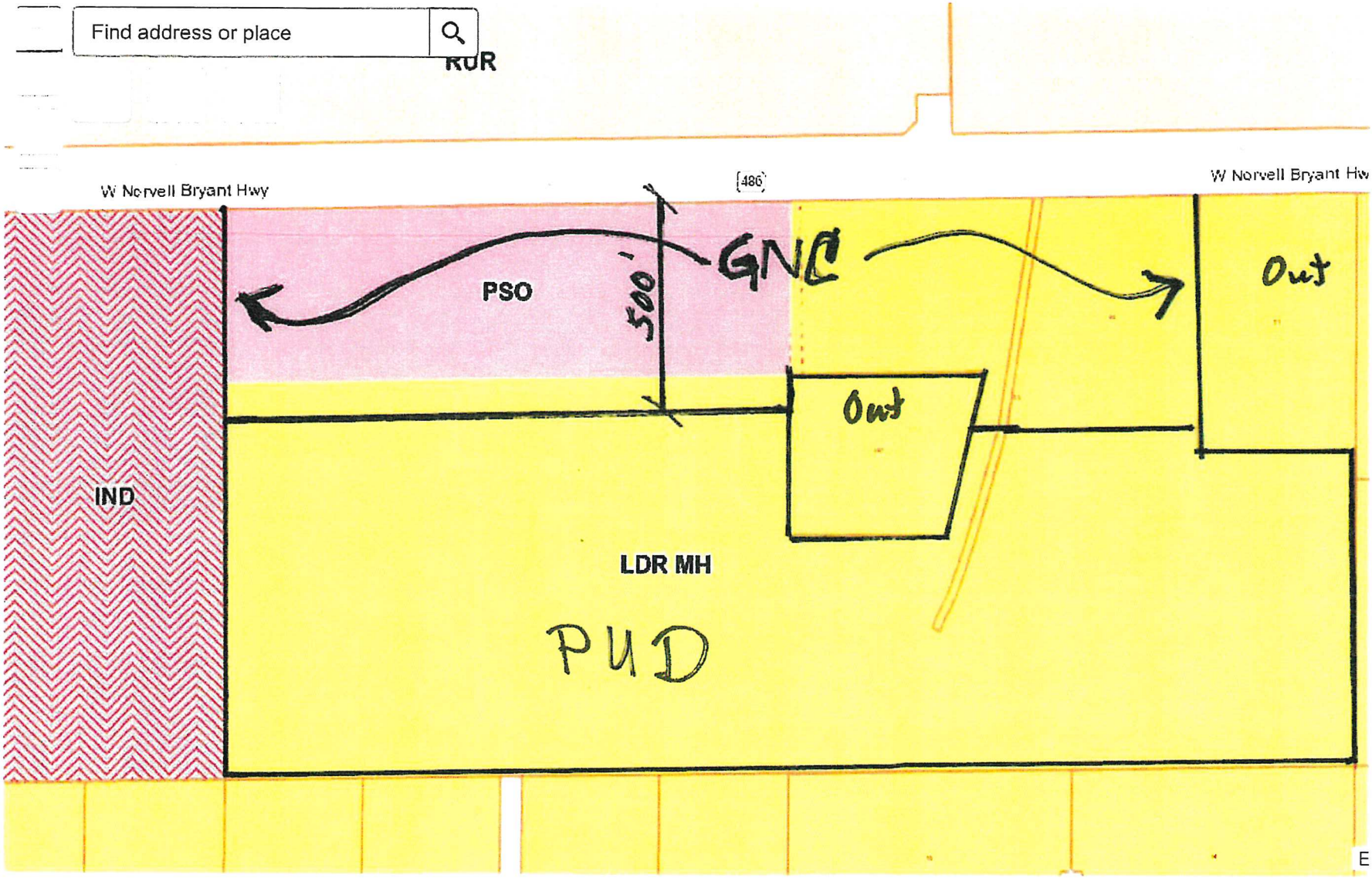
Attachment 2



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Altkey: 3440248
DAMRON GERALDINE ROSE &

SO - Same Family Owner

Attachment 3

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pike.com/turnpike-projects/featured-projects/suncoastparkway2/

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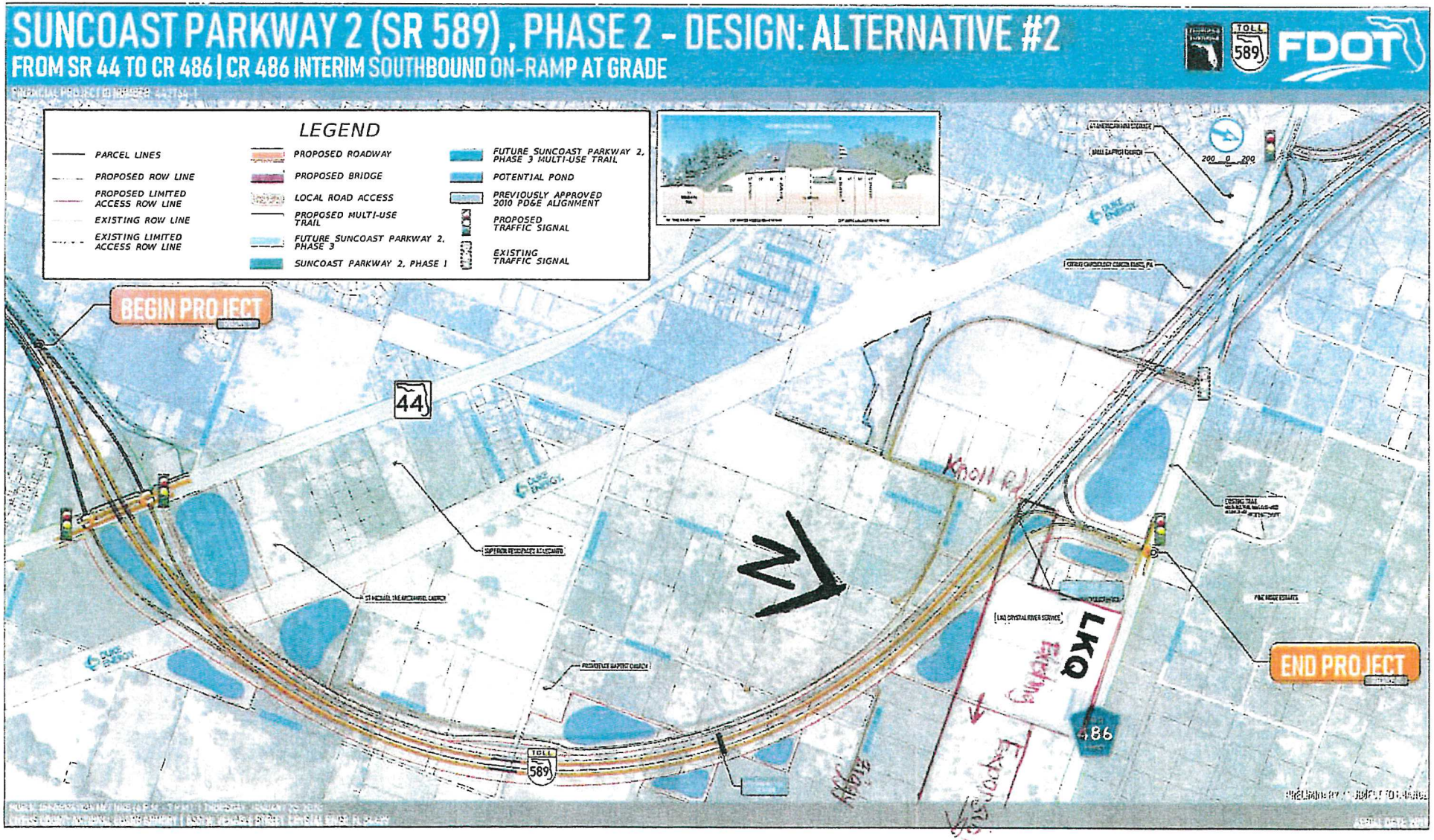
SUNCOAST PARKWAY 2 (SR 589), PHASE 2 - DESIGN: ALTERNATIVE #2

FROM SR 44 TO CR 486 | CR 486 INTERIM SOUTHBOUND ON-RAMP AT GRADE



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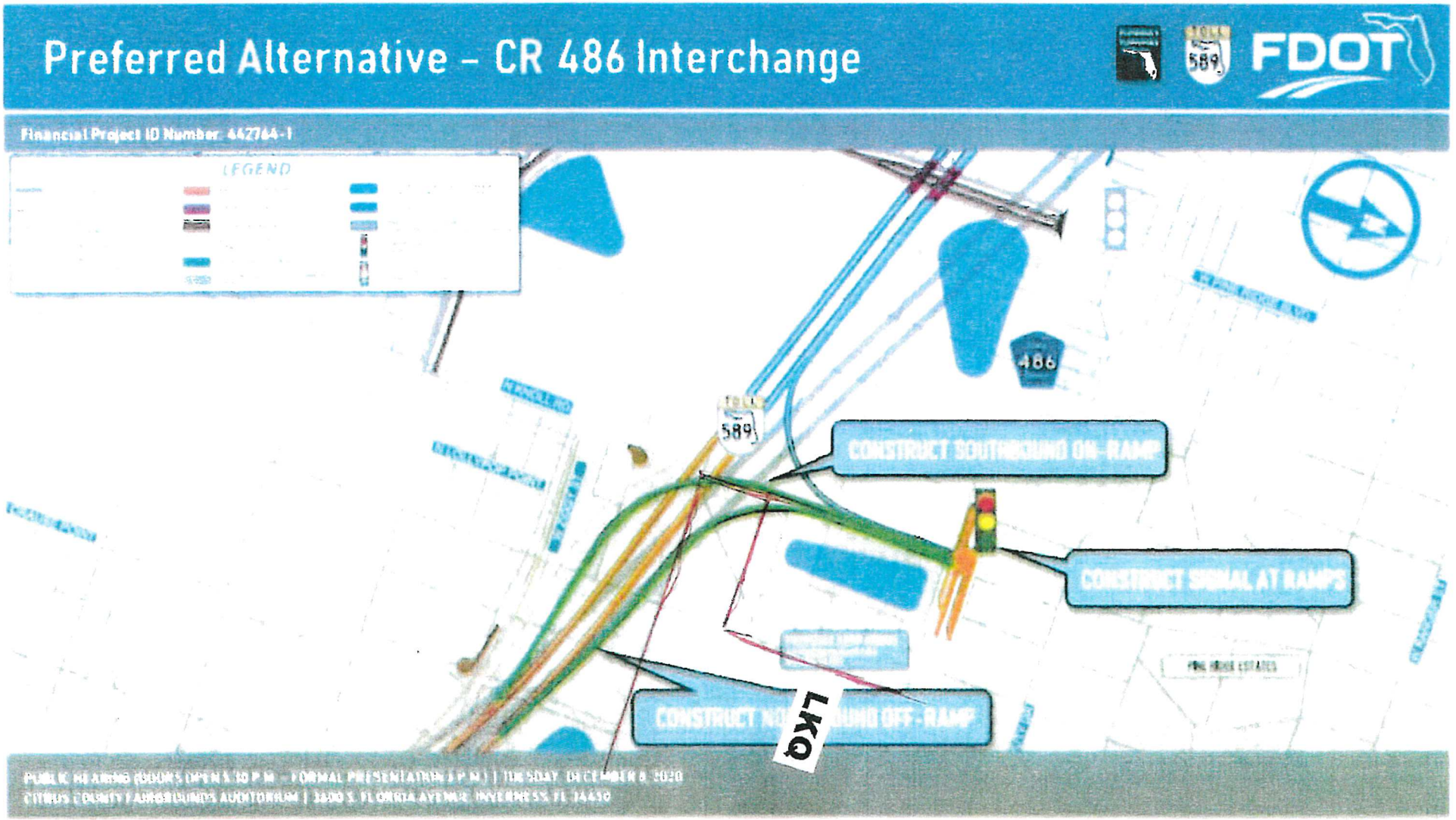

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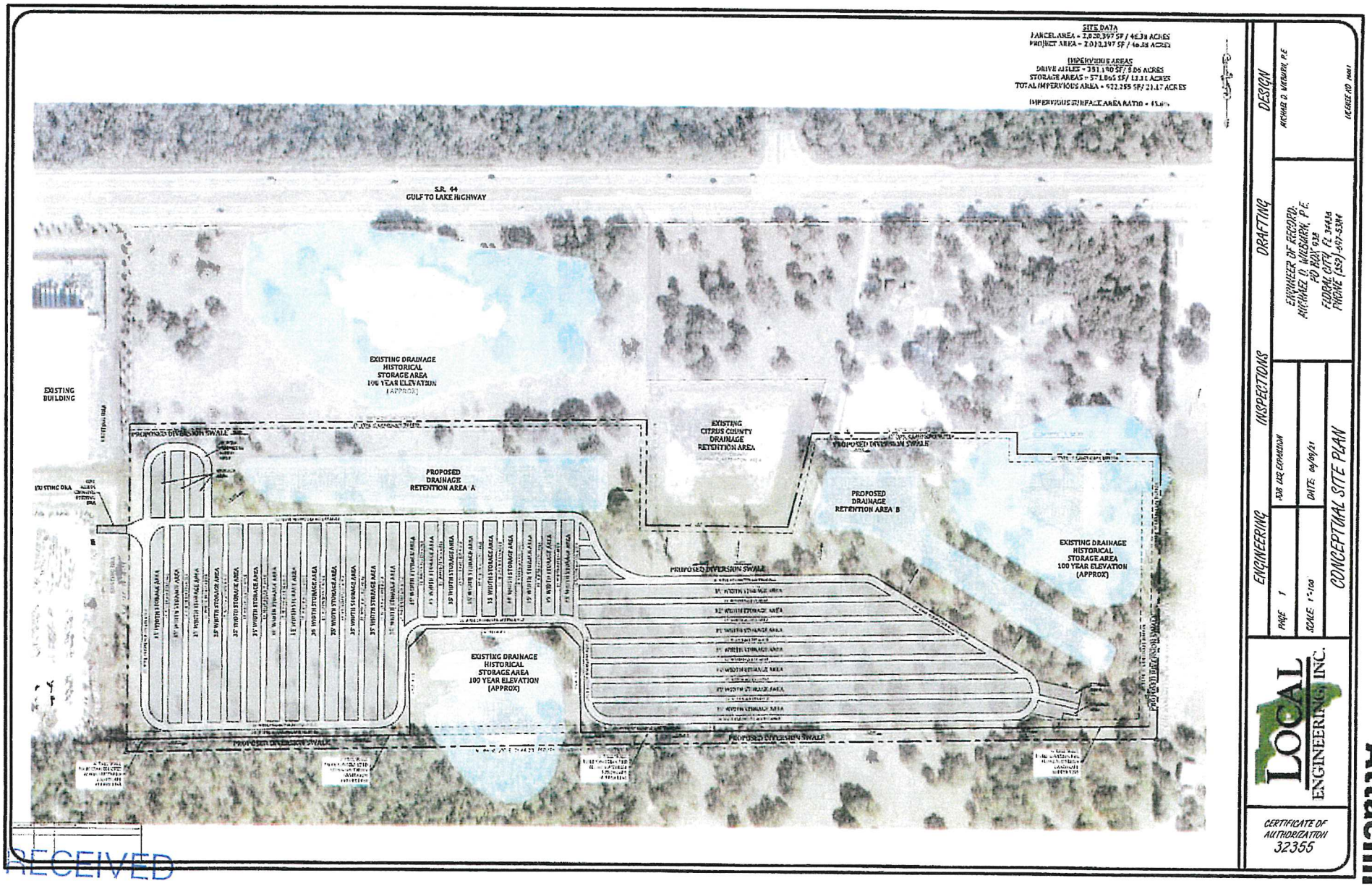

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From: Casey Ingram [mailto:CRIngram@LKQCORP.com]
Sent: Friday, June 11, 2021 8:37 AM
To: Clark A. Stillwell
Cc: Casey Ingram
Subject: BMP's for LKQ Crystal River Florida

Attachment 6

Below is a list of the BMP's for our location in Crystal River. This list is not all inclusive but is a high level overview of the actions taken by our location to ensure we are environmental compliant and good stewards of the land.

Yearly

- Yearly training is completed with all employees on SWPPP and Hazard Material handling. New hires receive training before they are placed into the workforce.

Daily

- Daily equipment inspections are completed by operators. Records are reviewed and kept by LKQ Management.
- Trash and Hazard materials are removed from the location using 3rd party certified disposal companies.

Weekly

- Weekly equipment inspections are completed by department supervisors. Records are kept by LKQ Management.

Monthly

- Monthly inspections on all tanks and drums are completed. Inspections include checking secondary containment devices used for single wall tanks.

Quarterly

* Quarterly Facility Inspections are completed by location management team. Inspection records are reviewed by LKQ district safety team member.

* Retention pond visual inspections and maintenance are completed by 3rd party vendor.

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Yearly

- Facility inspection is completed by 3rd party vendor
- Dismantling rack Inspections are completed by 3rd party vendor
- Overhead Crane Inspections are completed by 3rd party vendor
- Sprinkler System (Fire Suppression) alarm and mechanical inspection is completed by 3rd party vendor.

Casey Ingram

LKQ Crystal River

4950 West Highway 486

Crystal River FL 34429

Office 239-344-2155

Cell 239-273-0265

Fax 855-514-5678

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Land Development Division

Exhibit "J"

Traffic Counts

STATION	0330E
ACTIVE	Y
FDOT_SITE	
COUNT_YEAR	2020
ROADWAY	CR 486 (Norvell Bryant)-East
COUNT_LOCATION	1000' E of SR 44 - East
RD_SEGMENT	SR 44 to Pine Ridge Blvd
ADT	8,375.00
PMPEAK_AVG	795.00
AVG_MOTORCYCLE_PERCENT	0.01
AVG_CARS_PERCENT	0.93
AVG_TRUCK_PERCENT	0.06
AGENCY	

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Traffic Counts

STATION	0330W
ACTIVE	Y
FDOT_SITE	
COUNT_YEAR	2020
ROADWAY	CR 486 (Norvell Bryant)-West
COUNT_LOCATION	1000' E of SR 44 - West
RD_SEGMENT	SR 44 to Pine Ridge Blvd
ADT	8,941.00
PMPEAK_AVG	716.50
AVG_MOTORCYCLE_PERCENT	0.01
AVG_CARS_PERCENT	0.96
AVG_TRUCK_PERCENT	0.04
AGENCY	

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CPA/AA/PUD-21-11
Land Development Division

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

Portable Traffic Monitoring Sites: 029041

AADT	12,500
YEAR_	2,019
Cosite	029041
Classd	No
SECTION_	02505000
COMM	NORVELL BRYANT HWY, W OF LECANTO HWY
Active	Y
Sitetype	Portable
DISTRICT	7
COUNTYDOT	02
COUNTYNM	Citrus
MNG_DIST	7
KFCTR	9.00
DFCTR	53.10
TFCTR	7.20
LOCATION	3.67

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LAW OFFICE OF
CLARK A. STILLWELL, LLC
ATTORNEY AT LAW

BANK OF INVERNESS BUILDING
320 U.S. HIGHWAY 41 SOUTH
INVERNESS, FLORIDA 34450

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MAILING ADDRESS:
POST OFFICE BOX 250
INVERNESS, FLORIDA 34451

MEMORANDUM

TO: **Joe Hochadel, Principal Planner**
Land Development Division

FROM: **Clark A. Stillwell, Esquire**
Law Office of Clark A. Stillwell, LLC

RE: **Damron/LKQ – 72 Acres, County Road 486**
CPA/AA/PUD-21-11

DATE: **September 23, 2021**

Joe:

At the public hearing staff and public asked questions about the stored vehicles post salvage. The attached photos should help – basically the stored autos are a shell. Please include in back-up material. Thank you

CAS/cv
Enclosure
cc: Avis Craig
Joanna Coutu

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SEP 23 2021
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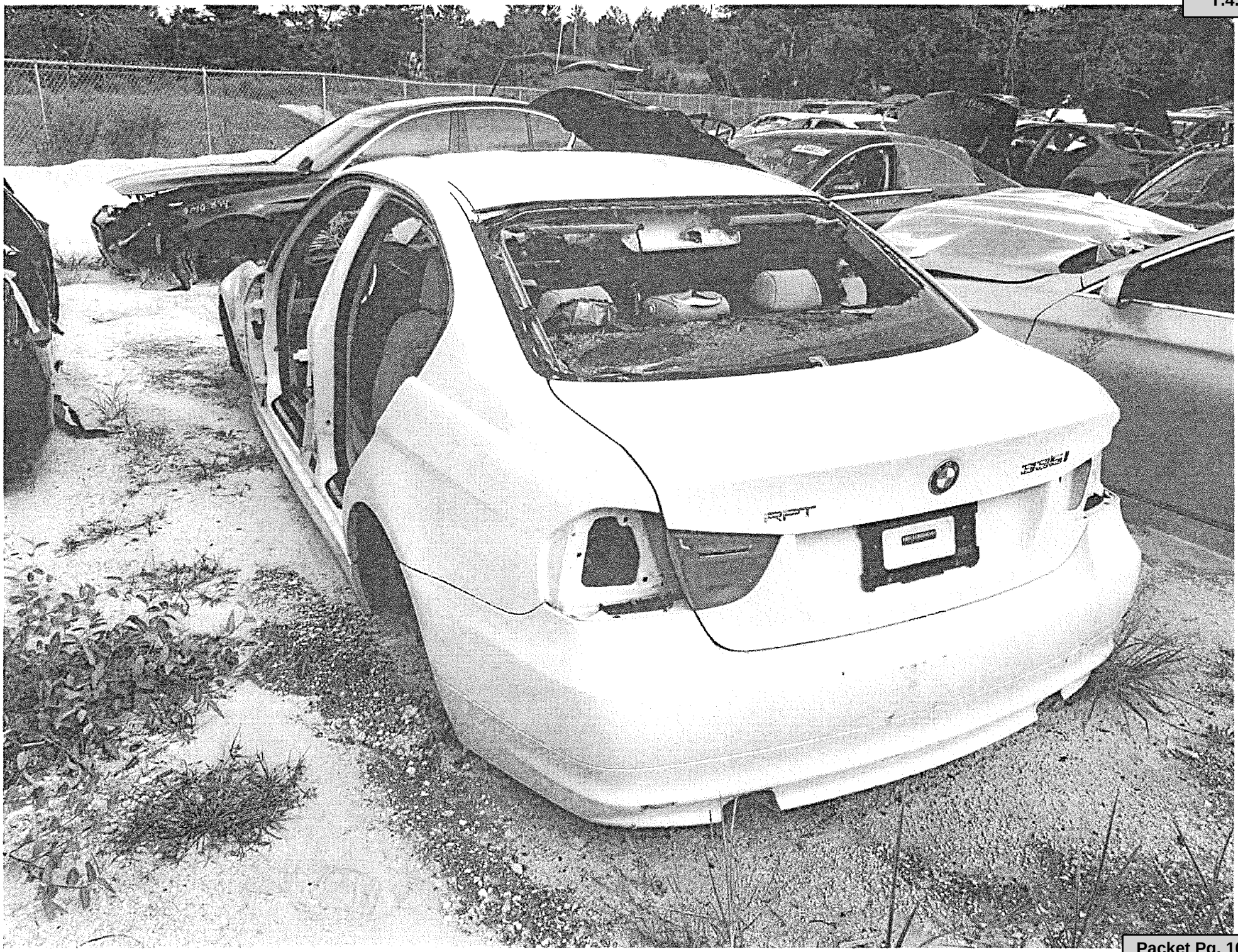

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INVERNESS, FLORIDA 34451

MEMORANDUM

TO: **Joanna Coutu**

FROM: **Clark A. Stillwell, Esquire**
Law Office of Clark A. Stillwell, LLC

RE: **Damron/LKQ – BOCC Transmittal Hearing**
CPA/AA/PUD-21-11

DATE: **September 30, 2021**

Joanna:

Please include the attached PDC transcript of Avis Craig, land use planner on September 12, 2021 in the noted file. Ms. Craig is scheduled for hip surgery on October 25, 2021 and can not attend the BCC transmittal hearing set for October 26, 2021.

CAS/cv
Enclosure
cc: Client
Avis Craig
Casey Ingram
Denise Lyn, Esquire
BCC

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TRANSCRIPT OF MEETING

CITRUS COUNTY

PLANNING AND DEVELOPMENT COMMISSION

SEPTEMBER 16, 2021

9:00 A.M.

(START OF REQUESTED PORTION)

Attachment: Applicant's submittal (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

CHAIRMAN FACEMYER: Time has arrived for hearing on CPA/AA/PUD-21-11.

MS. SOUSA: CPA-AA-PUD-21-11, Clark Stillwell for Damron Family Trust.

This request is to amend the future land use from low density residential to general commercial and heavy industrial and amend the land development code atlas from low density residential and professional services/office to general commercial and heavy industrial with a planned unit development.

This is an aerial view of the subject property. It's outlined here in the teal blue color.

This is a view of the property from West Norvell Bryant Highway, looking west on Norvell Bryant Highway. And looking east. Looking across Norvell Bryant Highway. And the master plan as submitted by the applicant. Thank you.

MR. STILLWELL: Good morning, again. I'm not going to repeat my name and address for the record.

This particular application deals with two parts, a GFLUM and an LVC atlas amendment, and a

PUD portion of the property, the southerly portion.

The proposed changes go from PSO and single-family low density residential, into general commercial along the highway to a depth of 500

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feet, and behind that an industrial classification. The PUD on the industrial classification of 46 acres, approximately, is for open storage, consistent with the existing use to the west by LKQ.

So let's -- Ms. Sousa. Thank you.

Here is the aerial. You can see the subject property. Couple quick points - there's a drainage retention area right in the middle of the property. The history on that is when they expanded 486, the County wanted to put the drainage retention right there along the highway, and the Damron family moved the piece back off the highway. And the drainage retention area is exclusive as to the County and also the property owner. So the Damron family retained the right to share drainage in that piece.

To the west is the current LKQ facility, and you can see their operation along County Road 486. And then the storage area right behind it. And then you can see the properties to the south.

Now today with me to assist is -- I have -- Ms. Avis Craig, the engineer that did the site plan, is here. And we have the gentleman from LKQ. Both are going to speak about their operation. I do have my clients.

Mrs. Damron, thank you for coming very much. We appreciate it.

She has lived on this property 95 years -

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a long time, a long time.

All right. Let's go. So this is the GFLUM map, and we've outlined the piece. And you can see it's pretty much all low density residential, but it abuts up to the industrial property for LKQ. And to the north, across 486, you can see the plan development for Pine Ridge. That's the district, how they do it that pebbled yellow.

Okay. This is the proposed changes. You can see the G&C to 500 feet, and then you can see the industrial to the south.

This is the existing land development code atlas map. It has a chunk of PSO, which is a commercial type use, and the balance is low density residential, again. Industrial to the south and to the west and the residential to the south. Thank

you.

And then same map, same thing, same for the LDC atlas proposal. Okay.

This is the abutters land use map. You can see we designated the YMCA. And if you're on the Citrus County School Board, there's a letter from the school board, I believe, in the application as to this from Mr. Dickson.

I can tell you that I spoke with the board of directors personally of the Y, and they had no objection.

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The little blue piece at the bottom that says "vacant" that's highlighted, the applicant, Damron family, also owns that piece. So you can see the majority of that southern line is currently owned by the applicant.

All right. If you look at -- no. Go back. A little quick there.

If you look at the LKQ piece just south of that you can see that the Board of Department of Transportation has acquired three of those lots as part of the County Road Suncoast Parkway Extension to County Road 486.

I have reached out to the other vacant pieces about whether or not they have been

contacted by FDOT. I have to assume, looking at that, what has occurred today in the public records that for sure at least two of those lots are going to be bought by FDOT before this is all said and done.

The basis for that is -- you'll see in the PowerPoint, the proposed right-of-way for the Suncoast expansion. Okay.

The code has a special section for open storage, and it has specific requirements that are set forth and -- let me find them.

You guys have thrown me for a loop this morning when you approved that variance.

All right. I'll get there. But its 200 feet off of residential and 75 feet off of a non-

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residential district compared to if you had an industrial piece of property that was abutting a residential district. It would be a type D buffer with a wall, and the approximate amount would be 25 feet.

So for this particular use, that 75 feet and the 200 feet is unique to the use in question, okay.

Next, it occurred to me that you, like I, have probably driven by this piece of property a

thousand times, and you have looked and said, look, there's LKQ; and you never knew exactly who they were, or what they are, or what they do.

So, I have incorporated this. A lot of it's out of their PowerPoint. Their representatives are here, and they are going to speak to it but you can see that they were formed in '98. They have 1700 locations, 31 countries, 51,000 employees, locally 130,000 square feet of warehouse operations, and 150 employees.

What is triggering this -- and you will see it later on in the presentation -- is in the 90s they expanded to the west and they added an additional five acres of property. That's going to be gone when they extend the Suncoast Parkway. So they're losing their capacity.

So what we have tried to do is bring that capacity for open storage over to the east on to

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the Damron property, not only to make up the five acres that they lost but to provide them a long-term storage area. So, next one, please.

Code requires a wall. This is the existing wall that was built to code when they expanded, and that's what they'll build on the south property boundary line. And they will also

build that wall on the east property line for that portion that is residential.

The east property line has some PSO to a depth of 400 feet and then southerly down to the corner. They will have installed this wall, and it's shown on the site plan.

Next picture please.

All right. So this is Suncoast Parkway and the proposed extension. This is off the FDOT maps, and it comes out just to the west of the LKQ facility and Pine Ridge Boulevard intersection with 486.

All right. Let's go - this is the map of that extension, and you can see directly behind the LKQ Facility is a storm water drainage retention area. Those are the lots that FDOT has acquired.

You can also see that the roadway there - - Avis will speak to this -- is going to be terminated. They'll put in another cul-de-sac, and then you can see the drainage retention, that little strip of blue on those lots that are just south of the southwest corner of this piece of

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property, the Damron piece of property. Okay.

This is a site plan. The drainage area that we spoke to earlier and the elevation of it

basically prohibits the - it won't work for drainage. Mr. Wilburn can speak to that.

So, what we've done here is we have designed the storm water drainage system to be along the north boundary and then we have put the storage aisles down to the south and then you can see the setbacks that have been opposed.

I will tell you that -- the LKQ people can speak to this. They have never had a complaint about their operation. And you will be impressed, I hope, with the environmental constraints that they put on themselves to make this work.

The site plan does ask for a deviation in the corners from the setback up there for that small piece. Basically, if we left the front piece in to that residential district, that 200 foot setback, the length of the property would really take away the long-term capacity of this project.

So, what we have done is we have changed that portion of the G&C that is an arterial road. It is in the plan service area. It is served by central water and sewer. It has no environmental constraints and it meets all the tests necessary for that type of land use G&C on an arterial roadway. And there is five criteria in the plan.

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We have discussed them in the past many times, many times, and they meet those. Okay.

Next one. None? You sure? All right.

So Avis is going to talk about planned concurrency, consistency. That's her job as a professional land use planner.

The engineer is here to discuss the site plan.

The gentlemen from LKQ are both here, and they're going to discuss their operation.

Mrs. Owen was going to speak briefly about, she does not want to but she will about the relationship with the neighbor in the southeast corner.

If you have any questions of me, I will be glad to answer them and/or Avis.

I think I haven't talked about concurrency, and I haven't talked about compatibility.

Concurrency, we meet all the tests. It's in the backup material - central water and sewer, solid waste and storm water.

Compatibility. Compatibility, the definition -- and we've talked about it many, many times -- is long-term -- the ability long-term to

use it to get along without prohibiting one of the

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other uses of being materially impacted.

And so you have the LKQ Facility that has been there forever, and you've had no complaints. And it's had no environmental complaints. And it has been next to the Damron property, which is residential, and they've had no issues. So you have a history here of this potential use, this open storage. They are stripped down cars, okay.

You won't see them because of the wall that's required under the code to the south. They don't make any noise, and they don't make any odor or anything along those lines. So the use, albeit is labeled industrial, but the use is very low-key industrial, and that would make it compatible under the statutory test.

So I'm done. Avis, are you ready?

MS. AVIS CRAIG: I'm ready whenever you are. I apologize for being so slow.

CHAIRMAN FACEMYER: Take your time.

MS. AVIS CRAIG: I'm waiting on a date for the hospital to replace a hip. So in the meantime, we do what we have to do.

CHAIRMAN FACEMYER: Sure.

MS. AVIS CRAIG: Good morning.

CHAIRMAN FACEMYER: Good morning.

MS. AVIS CRAIG: Let me give this to your staff. And allow me to introduce myself because there are a number of new faces at this table.

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My name is Avis Marie Craig. I am a planning consultant, address P.O. Box 568. Lecanto, Florida.

I am a certified planner and have been since the late 80s of the American Institute of Certified Planners.

I am a life member of the American Planning Association and have practiced in this county since 1983, having both public and private sector experience.

In fact, what brought me here, I was this county's first Planning Director sitting in the chair where Joanna has to sit today, many moons ago.

And from there, I went on to be a partner in the local engineering company, and from there became involved in the real estate development industry working for the Villages of Citrus Hills and had the distinct pleasure of helping that organization bring Terra Vista out of the ground.

That's a little bit of background for the

newcomers as to what I've done and how long I've been around. I only started when I was 5 years old.

Before LKQ took over the operation, it was successfully run by the Damron Family from the 60s and 70s. In fact, 486, when they built their home, didn't even exist out there. You had to access it from 44, from roadways like Maylen. So there's

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been a significant change over the years since the Damrons first moved out to that part of the county.

And they - and I'm going to speak a little bit of history because I think it is important that we understand the type of owner that has operated this facility over the years because we've really benefited from how they approached their business. And frankly, we're concerned about appearance.

Over the years, they actually received national awards from their industry, and I have to tell you I have -- like, Mr. Stillwell said I had never been onto the property until I became involved with working on the project, and I was, frankly, extremely surprised and pleased with what I saw.

This is a long-standing corporate citizen, who just last year paid over $100,000 annually in

taxes. And so they have been doing that for decades. Someone suggests that's not a land use issue. But I can tell you, you have an economic development element and economic engines, and contributors should be recognized as vital to our future and provision for existing businesses to able to expand is also something we should be encouraging.

Clearly, the current LKQ operation is maxed out on the lands that they currently operate from. The only way to grow this business is to

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expand its footprint, hence, the application before you.

Were this not approved and they were not allowed to expand, what would business naturally do? They would relocate to another site, or they would leave entirely; and that is not a desirable option.

We have an opportunity to help an existing business continue to flourish. So it's beneficial not only to the business but to the county as a whole because, obviously, if they are moving this larger footprint and expanding in to that area you can well imagine the tax base that comes with that.

Now I submitted a planning analysis, and

it's referenced in Mr. Stillwell's application as Exhibit I. And I ask that that officially be entered into the hearing record as evidence and support of the application from a technical planning perspective.

I have reviewed the staff's report and its focus specifically on identifying comp plan policies, and your staff has found it consistent with the comprehensive plan on pages 3 through 5 of their report.

And I have done the same in my report with a minor few additional policies. But, the bottom line is, we both agree that the site is suitable for the intended use. It's located, as Mr. Stillwell explained, in the planned service

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area where industrial uses are to be encouraged.

For industrial land uses, the comp plan policy requires service by central water/sewer and it does have it, and we've had confirmation from the utility department of the ability to serve.

The site is located on one of our improved four lane highways with more than sufficient capacity to meet the project's needs, and there are no adverse impacts to public utilities or facilities.

And the final point I make to you is how little development, especially residential, exists immediately adjacent to the site and that's an important consideration.

In addition to consistency with the comprehensive plan, Mr. Stillwell referenced compatibility with the neighborhood.

By definition, under chapter 163.3164, number 9, from the Community Planning Act of Florida, compatibility is defined as a condition where land use or conditions can co-exist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.

Now this application's master plan, Mr. Stillwell described to you what it is comprised of. Yes. It has specialized setbacks, but more

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importantly it has extensive buffers. And the offset behind that 500 foot commercial corridor is another means by which we control the esthetics and the buffering of the actual use where the storage of vehicles will happen.

So let me just say that there are visual and esthetic controls built in to a PUD, and that's

exactly what this - I have total confidence that this operation will operate within the prevue of that process.

There is one thing that -- I think Mr. Stillwell mentioned it, but I was a little surprised that the staff report didn't -- and that is the proximity and relationship to LKQ to the Suncoast Parkway.

Now, when you go to their website it clearly explains. In fact, I was surprised in doing my research that it's scheduled to start construction in 2023. I do not think that most people are aware of that per their official website.

So as a result there is an extensive set of permitting documents in the DOT files. And looking at those, Mr. Stillwell went through a number of the points of the relative proximity, and with it literally (indiscernible) at the west boundary of existing LKQ's operation, offset -- and I do not know the exact distance -- but some distance east of the Pine Ridge Boulevard entrance.

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And that you may have followed in the paper as to what's going on there.

But let's spend a couple of minutes

talking about the actual setback issue and the buffers.

Traditionally, there are different sections of the cove that come in to play. Normally between any heavy industrial and residential property, the requirement is a 20 put preferred 25 foot wide D which is your highest buffer criteria in the code, and that's as it should be. Because traditionally, heavy industrial has extensive potential impacts, but not so in this case.

Literally as you drive out there, it's very quiet. You can hear the birds. Yes. If you are close enough to the building you might hear some noise from equipment operating up there along the commercial corridor where the other buildings of the operation exist, where the dismantling and things happen, but out in the actual storage yard, and that's what this is.

Now, if you consider that this PUD is proposing for 75 feet with, I might add, an 8 foot wall not the traditional 6 foot that is part of your buffering standards. They are three times what a traditional buffer between a heavy industrial and residential would be. And for many

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years, if -- can we go back to the areal, which is number 2 of the PowerPoint presentation.

If you look at that, you can just -- well, this one is probably the clearest because it shows the existing operation which is occupying literally almost up to the boundary. As best I can -- I tried to quick measure it off of the property appraisers and it looks to be that there are vehicles stored within 25 to 30 feet from the boundary.

The new plan is talking 75 feet. So you're are talking two and a half times what the current operation, where they've had no concerns or problems with any of their adjacent property owners, as Mr. Stillwell explained.

And you can tell from your record that not a single adjoining property owner was in contact. That is, obviously, the highest priority, but the fact that the Suncoast is coming through along that south boundary where we know they are going to be putting drainage, where we know that they may well buy additional properties yet still.

And as Mr. Stillwell further explained, the road that you can just see that signature on the aerial running east-west, paralleling 486 and

our south boundary, that's known at Ziggy Street.

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It actually gets cut off by the Suncoast Parkway Construction.

And so the access to those lands from the east will have to come from Maylen, if you know the cut through, from Maylen and Horace Allen, from 486 down to 44. That's what the DOT has designed to allow continued access to the properties that will be east and, in this case, north of Suncoast. And then Ziggy to the west will go out, but it will be a cul-de-sac'd to Knoll Road, which is also being reconstructed. DOT has plans to do a significant reconstruction of Knoll Road.

So by virtue of Suncoast, which has a significant impact on future land use, the historical, rural, residential character of that area to the south will change. It will not remain what it has been for the life of Citrus County.

So, when that is taken into account, we need to be pro-active and be ready as the parkway opens. And in fact, your director of growth management told me as we were walking in here that the county is hiring expertise to look at all of the potential -- the actual -- because two of the interchanges will open, one this year, one next

year. And as I've told you with the construction schedule that DOT has, that could well be open by 2025. That's only four years from now. So we will see what changes that brings to Citrus County.

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I have talked to you about the additional specific setbacks that are requested and why, in my professional planning opinion, this property, as it is planned for expansion, will provide the necessary safeguards, and I think that's why your staff has recommended approval.

And so we certainly agree with that consideration and interpretation, and I would also say that I think that to do otherwise would be to put a burdensome restriction on the use of the land. There was some discussion in the report about, well, you can meet the 200 foot. Yes. And it would take out of play for the use over 40 percent of the land, and that, in my opinion, is not justifiable or reasonable.

It certainly doesn't appear to be in the public interest, and so I hope that you will move forward with the recommendation that has been presented to you. I think it's a suitable and reasonable use of the land in this location.

The extensive perimeter buffering goes far

and away to protect anybody that may be proximate to it and that's why the standards are there and why the PUD exists, so that it can take in to account the types of conditions that area being proposed for a given site in the context of that particular use and -- as I described to you.

I would encourage you -- I suspect LKQ would be glad to tour any of you if you are curious

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about it.

So in my professional opinion, I agree with your staff that the application is consistent with the comp plan. It does provide compatibility to the reasonable application of buffering requirements pursuant to the land development code, and it does not impact any public facility or utility. And so I would hope that you find it appropriate to recommend approval of this application to the Board of County Commissioners, subject to the 10 conditions outlined by the staff, which as a team we discussed, and the applicant has agreed to.

So I'd be glad to answer any questions you might have of me.

CHAIRMAN FACEMYER: We will hold the questions, Ms. Craig, until after everyone has

presented.

MS. AVIS CRAIG: Thank you.

CHAIRMAN FACEMYER: Thank you.

MS. AVIS CRAIG: Absolutely. 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 the parties to this action, and that I am not financially interested in the action.

_____

Julie Thompson, CET-1036

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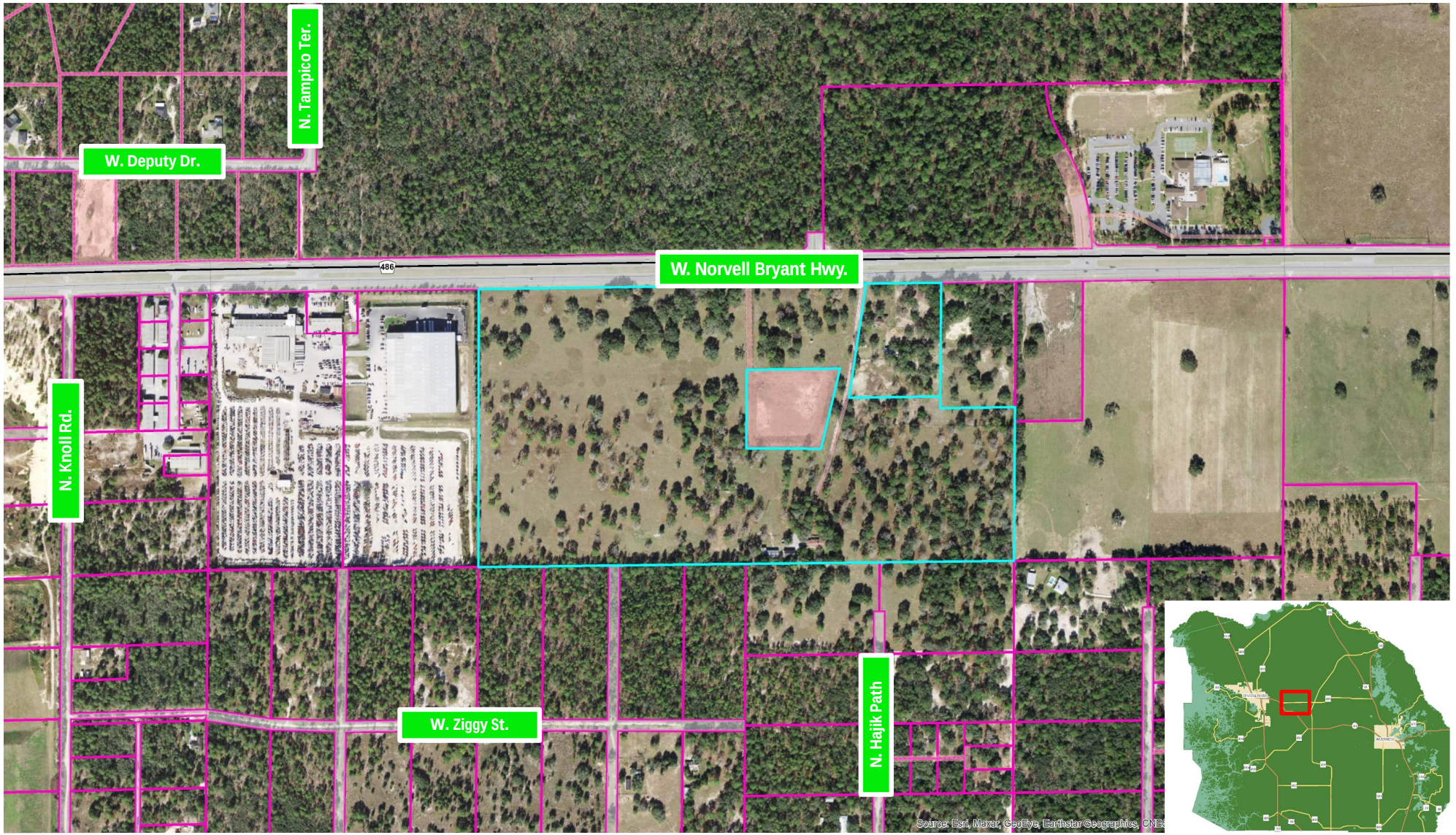
CPA / AA / PUD-21-11

Clark Stillwell for Damron Family Trust

Attachment: BCC planner powerpoint (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for



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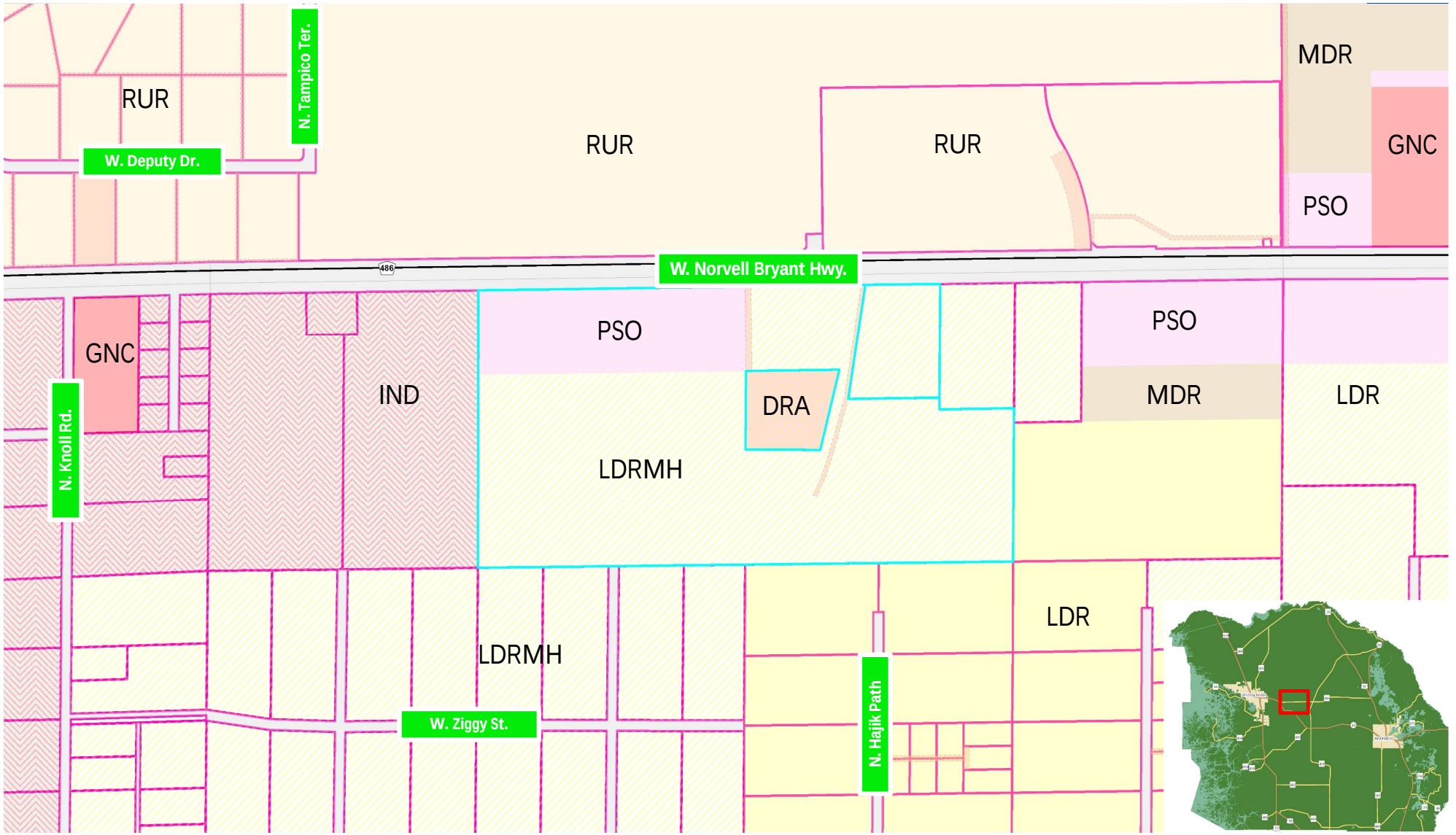

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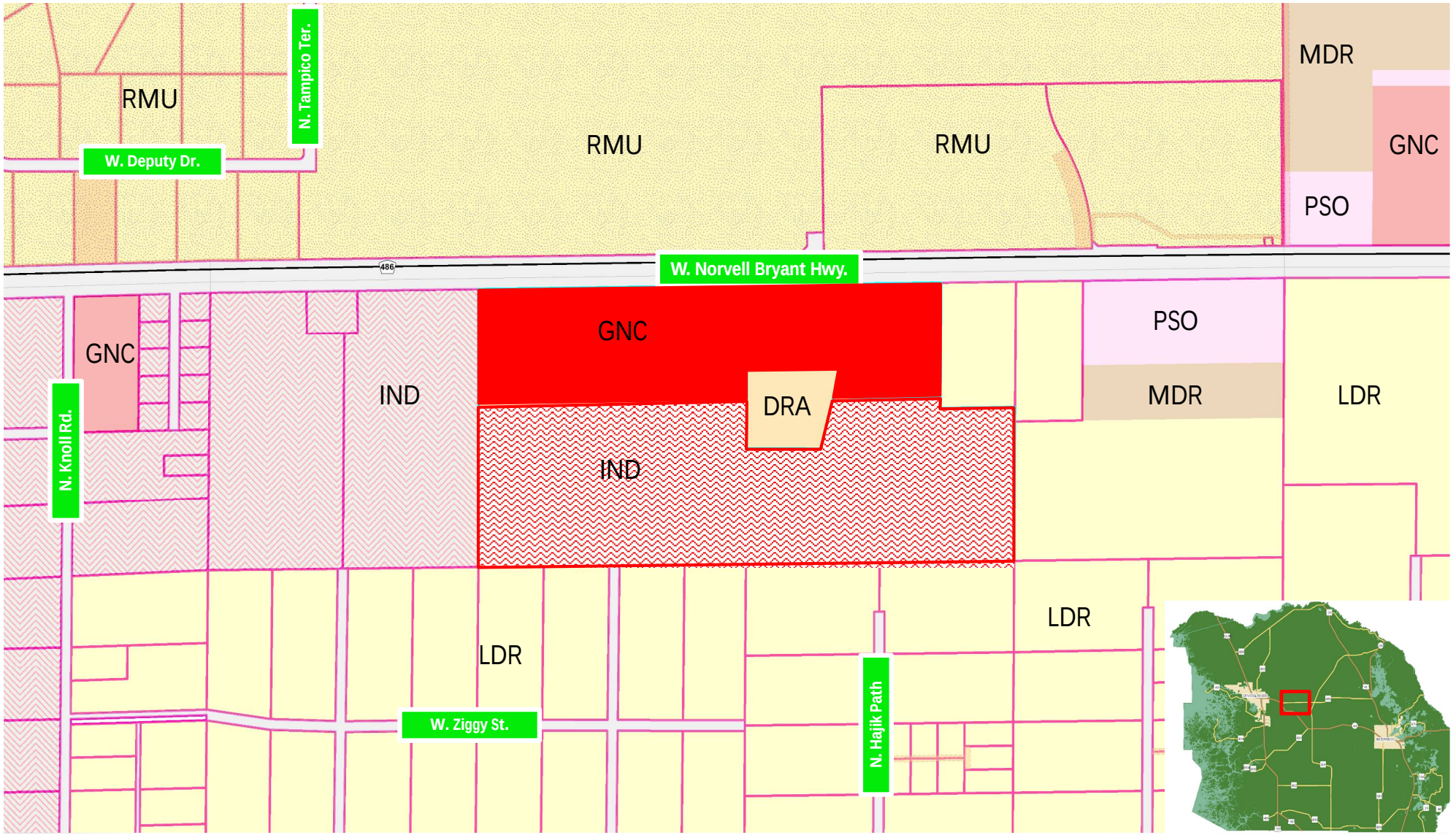

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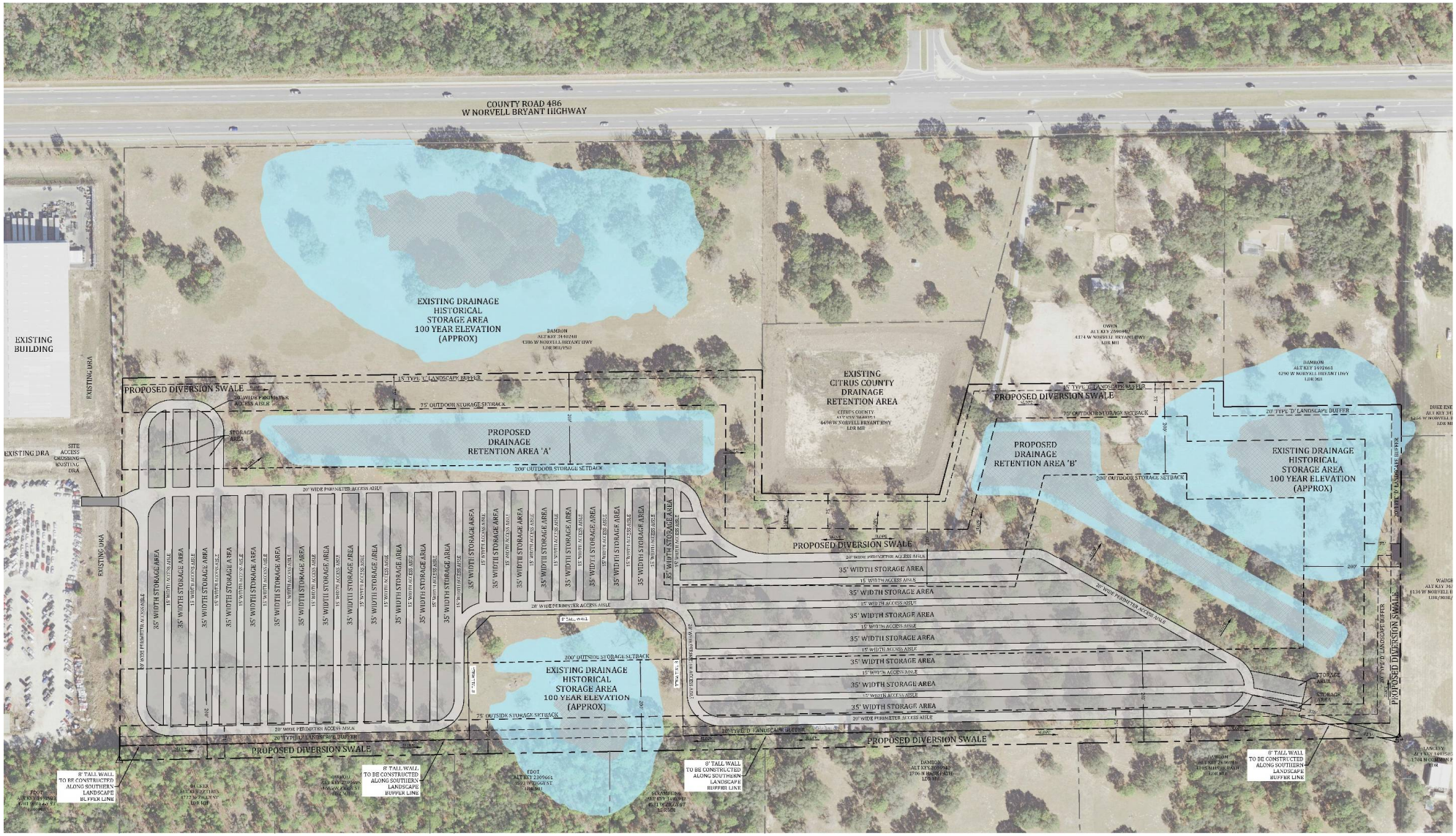

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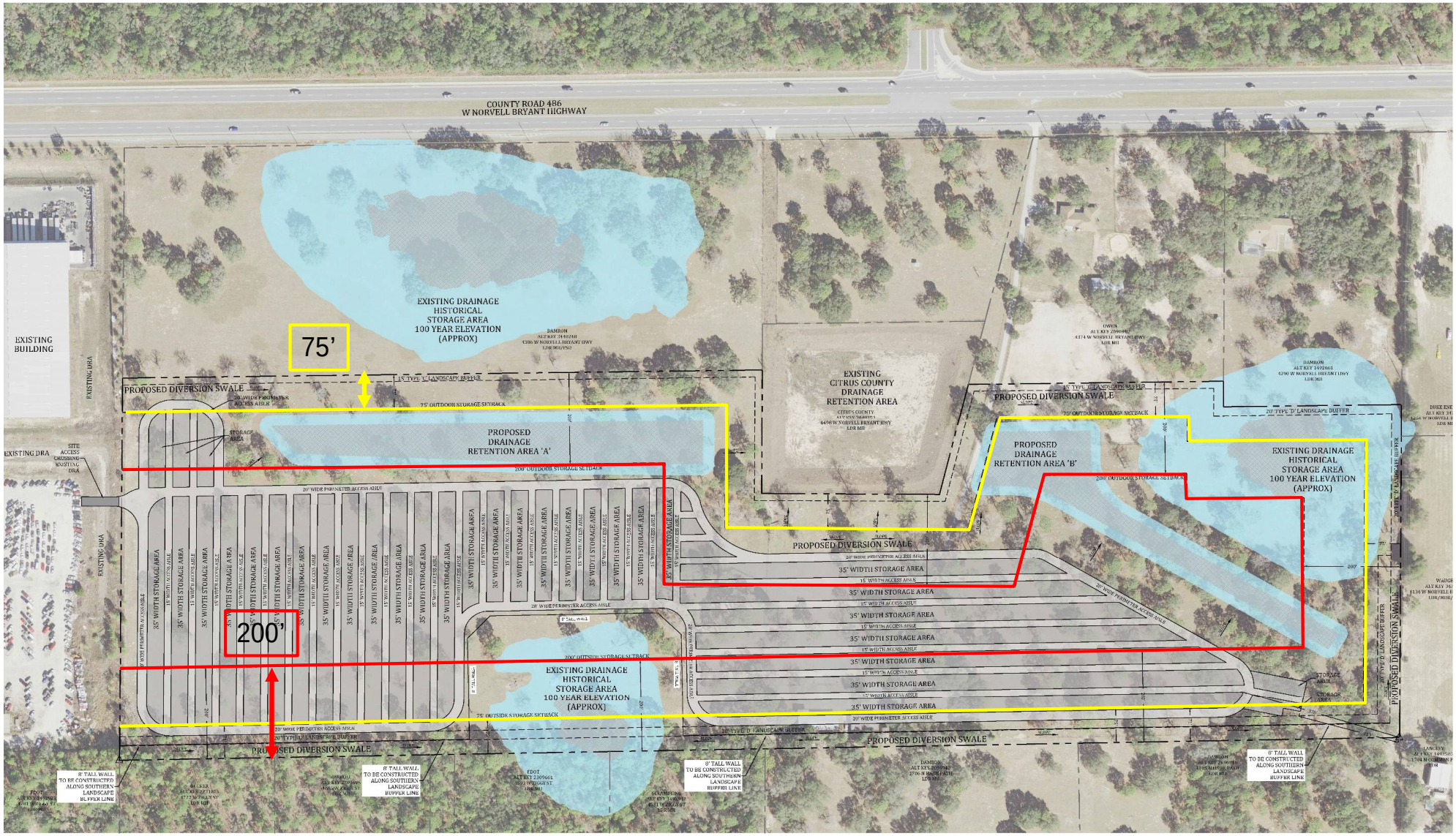

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PM2-21-118

DEPARTMENT OF GROWTH MANAGEMENT
2021 LARGE SCALE
COMPREHENSIVE PLAN AMENDMENT AND
ATLAS AMENDMENT
STAFF FINDINGS REPORT
TO THE
BOARD OF COUNTY COMMISSIONERS

APPLICATION NUMBER: CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al

DATE: October 1, 2021

PREPARED BY: Joe Hochadel, Principal Planner, 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 establish a new Planned Unit Development (PUD) for open storage for auto salvage.

FUTURE LAND USE MAP REQUEST:	From: LDR, Low Density Residential District To: GNC, General Commercial District; and IND, Heavy Industrial District
LAND USE ATLAS MAP REQUEST:	From: PSO, Professional Services/Office District; and LDRMH, Low Density Residential District, mobile homes allowed To: GNC, General Commercial District; and IND, Heavy Industrial District with a Planned Unit Development
LOCATION:	Section 29, Township 18 South, Range 18 East; more specifically, Parcel B of LR-96-17 and Parcel 14000-0020 of an unrecorded subdivision (AK 3440248 and 1492670), which addresses are known as 4386 and 4374 W. Norvell Bryant Hwy., Crystal River, Florida. A complete legal description of the property is on file with the Land Development Division.
ACREAGE:	CPA amendment area is approximately 72 acres Master Plan site (PUD) is approximately 46.44 acres
SURROUNDING FUTURE LAND DESIGNATIONS:	North – RMU, Residential Mixed Use District South – LDR, Low Density Residential District East – LDR, Low Density Residential District West – IND, Heavy Industrial District
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATIONS:	North – RUR, Rural Residential District South – LDR, Low Density Residential District; LDRMH, Low Density Residential District, mobile homes allowed East – LDR, Low Density Residential District; LDRMH, Low Density Residential District, mobile homes allowed West – IND, Heavy Industrial District

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SURROUNDING EXISTING LAND USES:	North – Vacant residential, vacant school site South – Vacant residential East – Grazing land West – Recycling center and auto salvage
SOIL INFORMATION:	According to the *Soil Survey of Citrus County* (1988), the soil types in the area consists of Candler fine sand and Arredondo fine sand, 0 to 5 percent slopes. Limitations to building site development are slight.
FLOOD ZONE:	The subject property appears to be located in Flood Zone X and AE with a Base Flood Elevation of 36.7 feet, 49.7 feet, and 56 feet, as found on the Flood Insurance Rate Map 12017C0194D.

BACKGROUND

The subject properties total 72 acres, incorporating Parcel B of LR-96-17 and Parcel 14000-0020 of an unrecorded subdivision which accesses W. Norvell Bryant Hwy. (CR-486), a minor arterial roadway. Parcel B completely encompasses Parcel 307, which is owned by Citrus County and designated as a drainage retention area for W. Norvell Bryant Hwy. Parcel B is subject to an access easement for Parcel 307.

The subject parcels are partially wooded and partially cleared for grazing land. Parcel B abuts the LKQ auto salvage use to the west and has a single-family dwelling that was placed in 1974, as well as accessory structures such as a detached garage, a barn, and sheds. Parcel 14000-0020 has a single-family dwelling that was placed in 1978, as well as a barn. The properties have a total of approximately 2,313 feet of frontage along W. Norvell Bryant Hwy.

There was a previous application, AA-96-04, that redesignated an approximately 12-acre portion in the northwest corner of Parcel B from LDR to PSO on the LDC Atlas. The FLUM designation remained LDR.

ANALYSIS

The applicant proposes to redesignate the subject properties from the Low Density Residential District (LDR) to the General Commercial District (GNC) and Heavy Industrial District (IND) on the Future Land Use Map (FLUM) and from the Professional Services/Office District (PSO) and Low Density Residential District, mobile homes allowed (LDRMH) to the General Commercial District (GNC) and Heavy Industrial District (IND) with a Planned Unit Development on the Atlas Map. The applicant is proposing 25.52 acres with a depth of 500 feet fronting along W. Norvell Bryant Hwy. to be GNC and the remaining 46.44 acres to be IND with a PUD. The applicant is not proposing a PUD for the GNC portion along W. Norvell Bryant Hwy.

The applicant states that there is demand for additional commercial-designated properties due to the project's close proximity to the future Suncoast Parkway interchange. The Suncoast Parkway interchange is proposed to connect to CR-486 approximately 2,000 feet (0.38 miles) west of the subject parcels. The applicant has also indicated that the proposed IND portion is to allow for the expansion of the existing auto salvage industrial use adjacent to Parcel B. The PUD will establish a master plan for the auto salvage expansion.

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The GNC District is a land use district which contains those commercial activities that have higher commercial intensity through increased trip generations and potential for greater nuisance effect on adjacent properties due to noise, light and glare, or typical hours of operation. The IND District is a land use district that allows for the most intense industrial uses, many of which are conducted outdoors. The PSO District has a limited range of commercial uses and is intended as a buffer between higher intensity commercial and residential development. The LDR District is intended for lower density residential development consisting primarily of single-family dwellings retaining a typical neighborhood characteristic.

In comparison between the two proposed land use districts to the existing PSO and LDR Districts, the proposed land use districts may be appropriate as long as a master plan is established to limit the development intensity. While the adjacent parcels to the south and east consist of larger tract residential lots, characteristic of the LDR District, some of the residential lots to the south are proposed to be acquired by the Suncoast Parkway extension. There is also an existing auto salvage industrial use located adjacent to the subject property, and there has been a trend of establishing and expanding non-residential land uses along this portion of W. Norvell Bryant Hwy. With that said, one of the primary entrances to Pine Ridge is located across W. Norvell Bryant Hwy. within close proximity to the subject property and, although a portion of Pine Ridge contains non-residential uses, it is primarily residential in nature.

The subject properties are located within the Planned Service Area (PSA) and are within one of the County Corridor Planning Zones. The Corridor Planning Zones: 1) promote planning and orderly development; 2) provide protection from the high intensity uses which can be expected to have a negative impact on those valuable natural resources adjacent to those corridors; and 3) protect the traffic circulation function of these corridors.

The applicant has indicated that there is no proposed development within the GNC portion and that the GNC amendment is necessary to eliminate the 200-foot setback requirement from outdoor storage for auto salvage from a residential property, which would limit the scope of development within the proposed IND portion. While the applicant is proposing a PUD to limit the scope and intensity of the proposed industrial use, the proposed storage area is not meeting the 200-foot separation from the residential lots to the south and the proposed commercial component could also benefit from the potential safeguards as part of a PUD to better promote orderly development and protect traffic circulation within the corridor.

Non-residential site development will be required to meet LDC standards for either LDC Section 3740, Additional Design Standards for Large Non-residential Projects, or Section 3745, Design Standards for Small Nonresidential Development Projects, which includes standards for buffering, landscaping, façade, parking, lighting, and other applicable LDC standards.

REQUEST FOR LAND USE CHANGE

Concurrency

a. Sanitary Sewer – The subject property is in the Citrus County Utilities Division service territory with a letter provided by the Department of Water Resources indicating the ability to connect to sewer service.

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b. Potable Water – The subject property is in the Citrus County Utilities Division service territory with a letter provided by the Department of Water Resources indicating the ability to connect to potable water service.

c. Solid Waste – The property will utilize commercial solid waste collection with disposal in the Citrus County landfill, with a letter provided by the Department of Public Works Solid Waste Management Division indicating sufficient capacity at the landfill.

d. Drainage – The site has appropriate space and soils to provide an onsite drainage system that will meet Southwest Florida Water Management District (SWFWMD) and Florida Department of Environmental Protection (FDEP) requirements, with a letter provided by Burrell Engineering, Inc. indicating stormwater requirements can be met.

Consistency with Comprehensive Plan – All development applications shall demonstrate complete compliance with the Comprehensive Plan.

Objective 17.2 In order to promote the efficient use of resources and discourage scattered development and sprawl, the County shall encourage development in Planned Service Areas (PSA) and commercial infill areas as identified in the Plan and through the following mechanisms:

- County LDC - specific standards which allow higher intensities of land use in areas where adequate services are available and where specific design criteria are met, and future land uses are coordinated with appropriate topography conditions and soil types; and
- GFLUM - by designating an appropriate amount of acreage in each land use category that reflects projected growth, demonstrated needs, existing development patterns, environmental suitability, availability of infrastructure, and community values

Staff comment – The subject property is located within the PSA and has availability to connect to central sewer and water.

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 application proposes the use of the GNC District and the IND District with land use restrictions through a Planned Unit Development. The PUD will reduce the potential for future higher intensity development within the IND portion, but the GNC portion, as proposed, could develop at a higher density and/or intensity.

Policy 17.2.8 The County shall utilize land use techniques and development standards to achieve a functional and compatible land use framework which reduces incompatible land uses.

Staff comment – The subject property area is currently designated PSO and LDR, which acts as a transition between more intense commercially designated land and residentially

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designated land. The property abuts an existing IND property to the west and there are multiple PSO and GNC properties in the general area.

Policy 17.5.2 Commercial, Industrial, and other appropriate uses shall be allowed in Planned Developments when part of an approved Plan of Development and where development standards are met as specified by the LDC.

Staff comment – *The proposal would allow an auto salvage use within a Planned Unit Development (PUD). There is no PUD proposed for the GNC portion.*

Policy 17.7.3 All new industrial development shall be required to be served by central water and sewer facilities.

Staff comment – *The applicant has provided a letter from the Citrus County Department of Water Resources indicating both central water and sewer facilities are available to serve both the commercial and industrial designations proposed.*

Policy 17.11.2 All development in the Corridor Planning Zone and any development shall be subject to special review criteria as established by the LDC. This review shall take into consideration, at a minimum, the following impacts:

- Traffic Circulation including need for setbacks, access, and maintenance of established LOS
- Stormwater drainage and flood protection
- Provision of utilities
- Protection of jurisdictional and other unique natural features

Staff comment – *The applicant has provided letters indicating utilities such as central water and sewer facilities are available to serve the site and that stormwater drainage requirements will be met. While the applicant has addressed access for the proposed open storage for auto salvage, the access and circulation for the proposed GNC portion has not been addressed and will be required to meet LDC standards at time of permitting.*

Policy 17.15 The County shall encourage the reduction of uses incompatible and/or inconsistent with individual community's character and designated future land uses by requiring performance standards are met in the County LDC which will reduce negative impacts.

Staff comment – *The property is located adjacent to and in the general area of nonresidential uses and districts, but properties to the south and north of the site are residential. The proposed GNC and IND District can be in harmony with both the residential area and nearby nonresidential designations with a PUD on both the IND and GNC portions.*

Impacts on Affordable Housing – The proposal may create additional jobs, and through the conversion of the existing residential land use district to the nonresidential districts appears to have a negligible impact since no permanent housing is proposed. However, the proposed GNC portion could allow for increased density with multi-family of up to 10 units per acre.

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Compatibility with Adjacent Land Uses – The area proximate to the subject property along CR-486 is comprised of existing commercial and industrial properties, such as mini-warehouse, auto salvage, and the YMCA, as well as vacant commercial and residential development in the surrounding area. The proposed PUD contains safeguards to limit the operations of the auto salvage which could reduce impacts concerning noise, lighting, and glare from other potential nonresidential operations. As such, the proposed land use changes combined with the land use restrictions as indicated in the PUD appear to be compatible with the properties immediately surrounding the site, especially if the PUD incorporated the GNC portion to further promote orderly development and protect traffic circulation within the corridor. As requested, the applicant is not proposing a PUD for the commercial portion.

Environmental – The site may contain suitable habitat for gopher tortoises; however, if any gopher tortoises or other protected species are found onsite, the applicant will need to coordinate with Citrus County and the Florida Fish and Wildlife Conservation Commission (FWC). A tree preservation plan will be required at the time of development that includes analysis of any specimen trees that may be located on the site.

Transportation – The subject property accesses from W. Norvell Bryant Hwy., a minor arterial roadway. The proposed auto salvage use will take access from the adjacent existing development and will not have direct access to W. Norvell Bryant Hwy.

PROPOSED FINDINGS OF FACT – LAND USE CHANGE

1. The request is to re-designate Parcel B of LR-96-17 and Parcel 14000-0020 of an unrecorded subdivision, Section 29, Township 18 South, Range 18 East from Low Density Residential District (LDR) to the General Commercial District (GNC) and Heavy Industrial District (IND) on the FLUM; and from Professional Services/Office District (PSO) and LDRMH, Low Density Residential District, mobile homes allowed to General Commercial District (GNC) and Heavy Industrial District (IND) with a Planned Unit Development on the Land Use Atlas Map (LUAM).
2. The proposed land use is generally consistent with the Comprehensive Plan.
3. The site has met concurrency requirements for central water, central sewer, solid waste, and drainage.
4. The properties front along a minor arterial roadway.
5. The site is located within the adopted PSA and a Corridor Planning Zone.

REQUEST FOR PLANNED UNIT DEVELOPMENT

This application proposes to establish a Master Plan of development within the IND portion for outside storage and an auto salvage use.

Consistency with the Land Development Code (LDC): The outside storage for auto salvage use was reviewed using the standards outlined in LDC Section 4300, Planned Unit Developments, as well as the design standards of LDC Section 3740, Additional Design Standards For Large Non-Residential Projects, which includes façade, pedestrian circulation, parking areas, landscaping, buffers, lighting, ground area coverage, and floor area ratio, and Section 3350, Auto Salvage/Junkyards and Abandoned Property.

***Access Management/Transportation*:** The Master Plan indicates that the subject site will take access through the existing adjacent auto salvage use, via one cross access connection to the west.

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The adjacent auto salvage use has two existing driveway connections to W. Norvell Bryant Hwy., which are not part of this application and are not proposed to change.

The Engineering Division has provided the following recommended comments:

- The proposed project will be subject to the requirements Chapter 6, Stormwater Management, Section 6300, Nonresidential Design Criteria, of the Land Development Code. The applicant will need to address the requirements of Section 6310.D with regard to flood volume compensation for any fill placed within the 100-year flood plain. The project does not propose additional access connections to the County roadway system.

- The site is subject to the requirements of the Citrus County Code Chapter 42, Environment, Article VI NPDES Stormwater Illicit Connection or Illicit Discharge Regulations. The purpose of the chapter is to protect the municipal stormwater system from illicit discharges. The existing adjacent Citrus County drainage retention area and the stormwater system (pipes and inlets) draining into the drainage retention area are part of the municipal stormwater system and would need to be protected in accordance with this regulation.

***Landscaping/Buffers*:** The Master Plan proposes a 20-foot wide Type "D" buffer with an eight-foot tall wall along the south, east and a portion of the north property lines where abutting adjacent residentially designated land, per the requirements of Section 3350. A 15-foot wide Type "C" buffer is proposed along the remainder of the north property line where adjacent to the proposed GNC district as opposed to the required 20-foot Type "D" buffer with a wall. The applicant is not proposing a buffer between the adjacent industrial uses, as the LDC only requires a sodded strip between like uses.

- A deviation has been requested to the required 20-foot Type "D" landscape buffer with a wall for an industrial use abutting a commercial designation. The applicant has instead indicated a 15-foot wide Type "C" buffer.

Staff Comment: *Although there is ample room to place the appropriate buffer width and type along the proposed nonresidential area, the outdoor storage for an auto salvage is a low intensity industrial use and should be compatible with the proposed GNC portion when it develops. However, the applicant is not proposing a PUD for the commercial portion.*

***Parking Standards/ Loading Zone*:** The applicant is not proposing any structures or uses that would require additional parking for the existing LKQ salvage operation. The proposed outdoor storage for auto salvage will not increase the demand for parking facilities at the main site.

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Setbacks: The LDC Section 3350 requires outside storage associated with an auto salvage use to have a minimum 75-foot setback from a property line or 200-foot setback from a lot lying in a residential district. The proposed master plan shows the outdoor storage area having minimum setbacks as follows:

Setback	LDC Required	Proposed
North (commercial)	75 feet	65 feet
North (residential)	200 feet	477 feet
South (residential)	200 feet	51 feet
East (residential)	200 feet	192 feet
West (industrial)	5 feet	55 feet

There is approximately 801,783 square feet (18.41 acres) of available area meeting the 200-foot setback within the proposed IND designated area and approximately 1,120,752 square feet (25.73 acres) of available building area within the proposed IND portion meeting both the 200-foot setback from a residential lot and the 75-foot setback from a nonresidential lot if the GNC portion were to be subdivided from the IND portion and no longer under common ownership. The outdoor storage use is not proposed to have frontage along a right-of-way and is well beyond the minimum building setback of 100 feet from the centerline of a minor arterial.

- A deviation has been requested to the required 200-foot setback for an outdoor storage associated with auto salvage use from adjacent residential lots. The applicant has instead indicated a 51-foot setback. The proposed use currently meets the 75-foot setback from nonresidential property lines; however, if the property is subdivided separating the proposed GNC portion from the IND portion, the outdoor storage use will not meet the 75-foot setback.

    - *There appears to be adequate area within the proposed IND portion to meet both the required minimum 200-foot setback from a residential lot and the required minimum 75-foot setback from a nonresidential lot, if the GNC portion is to be subdivided and no longer under common ownership.*

Impervious Surface: The outdoor storage use proposes a total impervious surface ratio (ISR) of approximately 45.6 percent of the IND portion, where the maximum ISR for the IND District is 70 percent, meeting this requirement.

Stormwater Management: The site plan includes proposed drainage retention areas that will be required to meet LDC requirements at the time of permitting and will need to address the requirements for flood volume compensation for any fill placed within the 100-year flood plain. The applicant must also ensure that the County drainage retention area and the stormwater system draining into it will be protected.

Tree Preservation: The site contains a number of trees, and the applicant has not indicated which trees are proposed for removal. At the time of permitting, the applicant will need to provide evidence of meeting minimum LDC standards for tree removal/mitigation.

PROPOSED FINDINGS OF FACT – PLANNED UNIT DEVELOPMENT

Staff reviewed this application under the standards of Section 4300, Planned Unit Developments (PUD); Section 2414, Heavy Industrial District, and Section 3350, Auto Salvage/Junkyards and

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Abandoned Property, as specified in the LDC. The Board of County Commissioners (BCC) may adopt modified conditions of approval pursuant to LDC Section 4302, PUD Approval Procedures, when in the public interest and expressed in formal findings of fact. The reviewing body shall approve, approve with modifications and/or conditions, or disapprove the PUD. The reviewing body shall enter its reasons for such action in its record. As evidence, the following findings of facts are cited.

A. **Only uses which are consistent with the Comprehensive Plan may be approved as a PUD.** *The proposed outdoor storage associated with auto salvage use is consistent with the Comprehensive Plan, provided all LDC requirements are met. The use is allowable in the IND District via the permitting process. As previously noted, the proposed PUD is in general conformance with the Comprehensive Plan provided the LDC standards regarding noise, lighting, etc. are adhered to; however, the applicant could modify the site to better meet required setbacks.*

B. **Any development approved through the PUD application process, which is not designated a use in the respective land use district for the subject PUD parcel, shall be compatible with established or planned uses both within the development footprint and surrounding neighborhoods and property.** *The surrounding area includes other non-residential uses such as the adjacent auto salvage, mini-warehouse, and the YMCA, as well as vacant residentially designated land in the general area. The proposed outdoor storage use does abut single-family residential uses to the south, east, and north, which will be screened with landscape buffers with a wall. The applicant has indicated that the use of the site would be restricted to outdoor storage for auto salvage only, and reduced buffers are proposed to be maintained. As such, the use as proposed could be compatible with the surrounding area.*

C. **Accessory uses shall be permitted as set forth within the approved general concept plan or as found by the Board of County Commissioners to be compatible with an approved plan.** *The Master Plan includes operations such as outdoor storage for auto salvage. Any future accessory uses would be subject to standards as outlined in the LDC.*

D. **Subsequent to the approval of a PUD, uses not enumerated may be permitted through amendment of the PUD and approved by the Board of County Commissioners.** *The applicant is aware that any future uses may require an amendment to this Planned Unit Development.*

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 project meets all standards for impervious surface and floor area ratio as outlined in the Comprehensive Plan and Land Development Code.*

F. **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.** *Buffers are proposed as delineated on the Master Plan. The applicant intends to provide landscape buffering with the deviation discussed above; however, there appears to be adequate area to provide the required buffer.*

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G. **The maximum height of structures, setbacks, and density within a PUD development shall be as specifically established by the Board of County Commissioners in its approval action.** *The applicant has not requested a deviation from maximum height or density requirements as there are no structures proposed; however, the outdoor storage area could be revised to better fit within the required setbacks to reduce or remove the deviations requested.*

H. **Approval of the proposed PUD development shall include approval of all maps, diagrams, tables, and reports submitted by the applicant.** *The applicant has submitted a Master Plan date-stamped received July 26, 2021, for this application.*

I. **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 September 16, 2021. The PDC recommended approval with 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 conditions.

1. The Planned Unit Development (PUD) shall allow for outdoor storage associated with auto salvage in the IND land use district as outlined on the Master Plan date-stamped received July 26, 2021, by the Land Development Division. Any new construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code, unless as specifically outlined within these conditions.

2. A 20-foot wide Type "C" landscape buffer is required along the north property line, abutting nonresidential land use districts and a Type "D" buffer with an eight-foot wall is required along the north, east, and south property lines where abutting residential land use districts as outlined on the Master Plan.

3. The outdoor storage associated with auto salvage must maintain a minimum 51-foot setback to the adjacent residential lots to the south and a minimum 192-foot setback to the adjacent residential lots to the east as outlined on the Master Plan. If the property is subdivided, the outdoor storage associated with auto salvage must maintain a minimum 65-foot setback to the adjacent nonresidential property to the north as outlined on the Master Plan.

4. A Tree Preservation Plan must be submitted and approved at the time of permitting.

5. A biological survey must be submitted at the time of permitting.

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6. 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. Turf grasses and landscape vegetation shall be common to the area and drought tolerant.

7. The applicant will need to meet the requirements of Chapter 6, Stormwater Management and Chapter 7, Transportation System Standards at time of permitting.

8. In accordance with Chapter 42, Environment, Article VI NPDES Stormwater Illicit Connection or Illicit Discharge Regulations the following is required:

    - If dewatering practices occur, all testing/monitoring requirements by the governing agency needs to be reported to Citrus County as well, including types of testing and frequency of testing.

    - The projects stormwater management system must be designed to prevent adverse impacts to the existing stormwater system (pipes and inlets) draining into the adjacent drainage retention area.

9. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

10. Minor modifications to this Planned Unit Development may be approved by the Director of the Land Development Division as outlined within Section 4304, Modification of a Previously Approved Planned Unit Development, as specified in the LDC.

JH/cb

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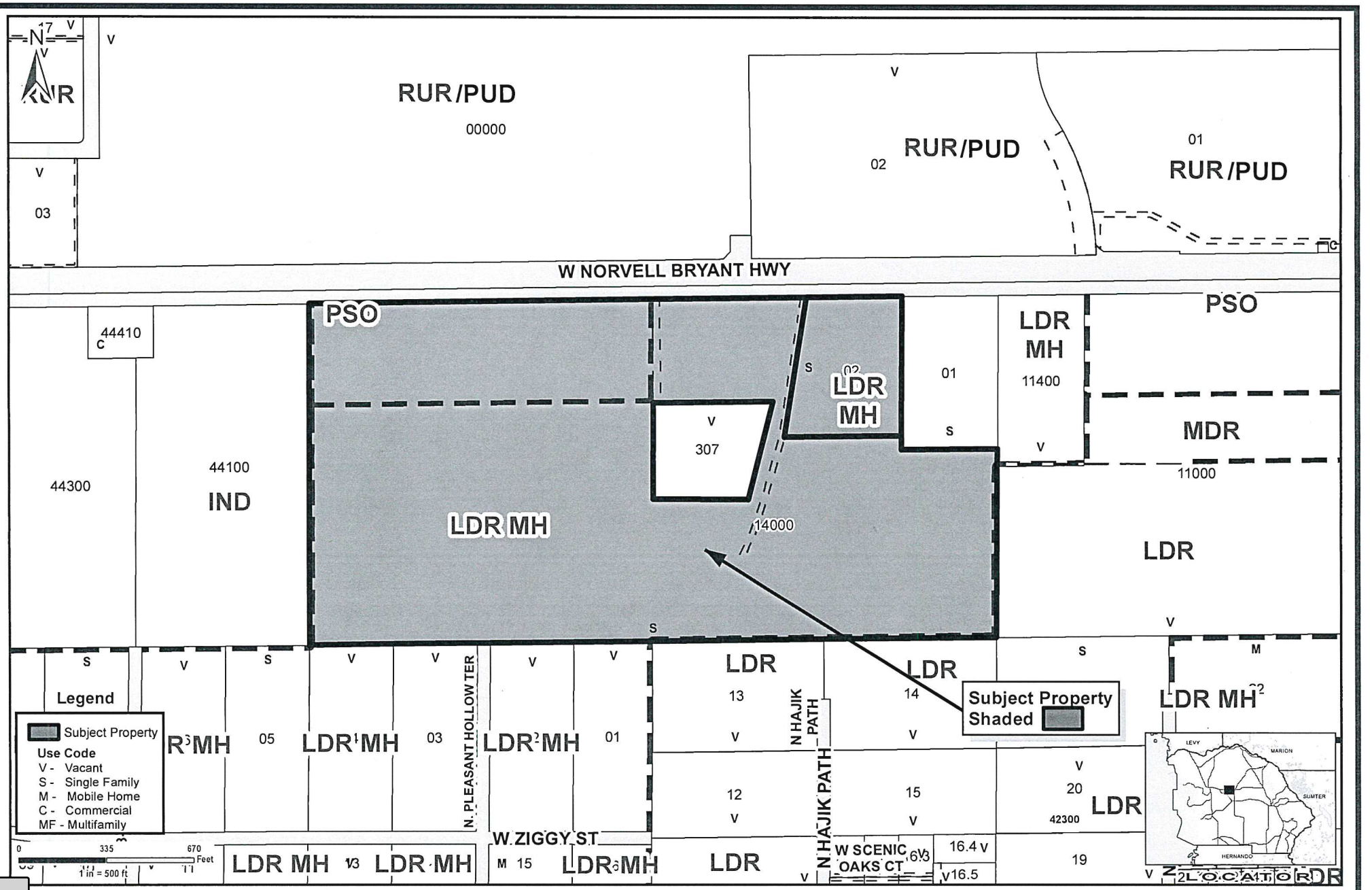


Application #: CPA/AA/PUD-21-11

Applicant: Clark A. Stillwell, Esq. for Damron Family Trust, et al

Proposal: Amend FLUM from LDR to GNC & IND, amend the LUAM from PSO & LDRMH to GNC & IND with a PUD

Location: 4386 and 4374 W. Norvell Bryant Hwy, Crystal River

S-T-R - 32-17-19 NW

Land Use Atlas: PSO and LDRMH

Planner Initials: JW Date: 8/3/21

Geographic Information Systems

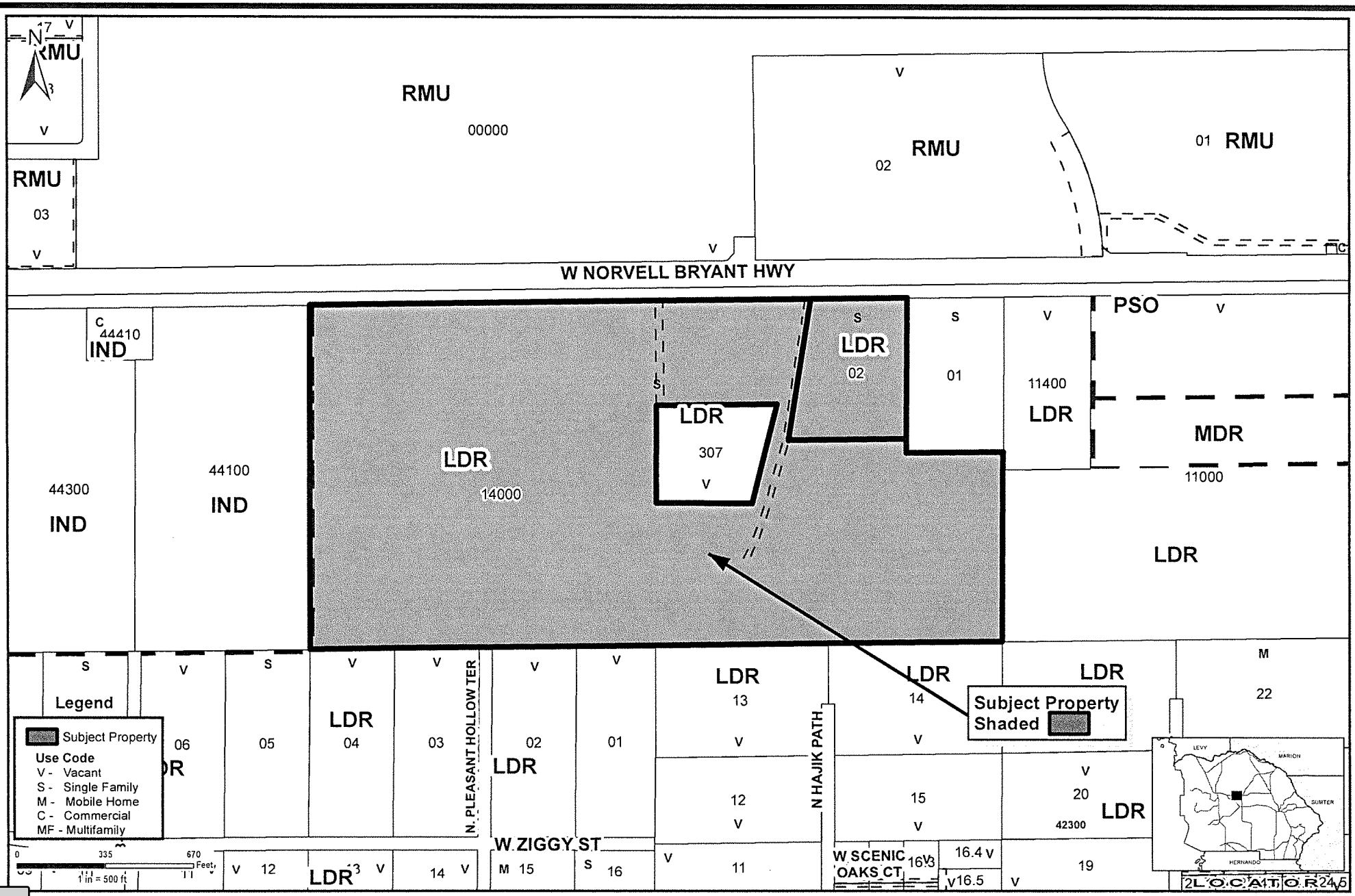
Cynthia P. Skelhorn
Director

Prepared By : William Braunsch
Date: July 23, 2021
Source: Enterprise Geodatabase
Map Number: WB0000625

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is posted. However, all information provided must be independently verified by the user.

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

Attachment: Staff Report and Locator Maps (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)



Application #: CPA/AA/PUD-21-11

Applicant: Clark A. Stillwell, Esq. for Damron Family Trust, et al

Proposal: Amend FLUM from LDR to GNC & IND, amend the LUAM from PSO & LDRMH to GNC & IND with a PUD

Location: 4386 and 4374 W. Norvell Bryant Hwy, Crystal River

S-T-R - 32-17-19 NW

Future Land Use: PSO and LDRMH

Planner Initials: CH Date: 8/3/21

Geographic Information Systems

Cynthia P. Skelhorn
Director

Prepared By : William Braunsch
Date: July 23, 2021
Source: Enterprise Geodatabase
Map Number: WB0000628

The 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 as 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 the 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: Staff Report and Locator Maps (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron Family Trust, et al)

Florida Fish and Wildlife Conservation Commission

Commissioners
Rodney Barreto
Chairman
Coral Gables

Michael W. Sole
Vice Chairman
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Fort Lauderdale

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Office of the
Executive Director
Eric Sutton
Executive Director

Thomas H. Eason, Ph.D.
Assistant Executive Director

Jennifer Fitzwater
Chief of Staff

850-487-3796
850-921-5786 FAX

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: 850-488-4676

Hearing/speech-impaired:
800-955-8771 (T)
800 955-8770 (V)

MyFWC.com

December 2, 2021

Joe Hochadel
Department of Growth Management
Land Development Division
3600 West Sovereign Path, Suite 140
Lecanto, FL 34461
joe.hochadel@citrusbocc.com

Re: Citrus County 21-06ESR, Comprehensive Plan Amendment (CPA-21-12 and CPA/AA/PUD-21-11)

Dear Mr. Hochadel:

Florida Fish and Wildlife Conservation Commission (FWC) staff reviewed the above-referenced comprehensive plan amendment package and provides the following comments and recommendations for your consideration in accordance with Chapter 163.3184, Florida Statutes. While there are no objections to the amendment, the following technical assistance information is provided to assist the Department of Economic Opportunity, the County, and the applicant during the amendment review and future project planning.

Project Description

The proposed comprehensive plan amendment includes one text amendment (CPA-21-12) creating a new element titled "Property Rights Element" and one map amendment (CPA/AA/PUD-21-11). The following comments and recommendations are associated with amendment CPA/AA/PUD-21-11. The applicant, Clark A. Stillwell, Esq., is requesting to change the Future Land Use Map designation from Low Density Residential District to General Commercial District and Heavy Industrial District on approximately 72 acres. Additionally, the applicant is requesting to change the Land Use Atlas Map designation for this site from Professional Services/Office District and Low Density Residential District to General Commercial District and Heavy Industrial District with a Planned Unit Development. These changes will allow the expansion of an existing auto salvage industrial use adjacent to the site. No development is currently proposed for the acreage to be designated as General Commercial District. The site is located on the south side of County Road 486, approximately 1.3 miles west of the intersection with County Road 491. The dominant land covers on the site include improved pasture (61 acres) and low density residential (9.7 acres) with an existing Citrus County drainage retention area.

Potentially Affected Resources

The amendment package did not include wildlife survey information or an environmental assessment. FWC staff conducted a geographic information system analysis of the project area and found that the site is located near, within, or adjacent to:

- U.S. Fish and Wildlife Service (USFWS) Consultation Area for the following:
  - Red-cockaded woodpecker (*Picoides borealis*, Federally Endangered), and
  - Florida scrub-jay (*Aphelocoma coerulescens*, Federally Threatened [FT])

- Potential habitat for federally and state-listed species:
  - Eastern indigo snake (*Drymarchon corais couperi*, FT),

Attachment: Florida Fish and Wildlife Conservation Commission (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron

- Gopher tortoise (*Gopherus polyphemus*, State Threatened [ST]),
- Florida pine snake (*Pituophis melanoleucus mugitus*, ST),
- Short-tailed snake (*Lampropeltis extenuate*, ST), and
- Southeastern American kestrel (*Falco sparverius paulus*, ST)
- Least tern (*Sternula antillarum*, ST)

- Potential habitat for the Florida black bear (*Ursus americanus floridanus* – Big Bend Bear Management Unit)

Comments and Recommendations

Wildlife Surveys

To better identify potential project impacts to listed species of fish and wildlife, FWC staff recommends that species-specific surveys be conducted prior to any clearing or construction. Species-specific surveys are time sensitive and are best conducted by wildlife biologists with recent documented experience for that species. Species-specific survey protocols approved by the USFWS and the FWC are provided in the Florida Wildlife Conservation Guide at https://myfwc.com/conservation/value/fwcg/ or in the FWC Species Conservation Measures and Permitting Guidelines available at https://myfwc.com/wildlifehabitats/wildlife/species-guidelines/.

Gopher Tortoise

As stated in the amendment documentation, the project area may have potential habitat for the gopher tortoise. The applicant should refer to the FWC's Gopher Tortoise Permitting Guidelines (Revised July 2020) (http://www.myfwc.com/license/wildlife/gopher-tortoise-permits/) for survey methodology and permitting guidance prior to any development activity. Specifically, the permitting guidelines include methods for avoiding impacts as well as options and state requirements for minimizing, mitigating, and permitting potential impacts of the proposed activities. If you have any questions regarding gopher tortoise permitting, please contact Eric Seckinger by phone at 850-922-4330 or at Eric.Seckinger@MyFWC.com.

Florida Pine Snakes

Suitable habitat for Florida pine snakes may also occur onsite. Florida pine snakes are naturally secretive in nature and can spend up to 80 percent of their time in underground refuges like stump holes, gopher tortoise burrows, and the burrows of nine-banded armadillos and mice. This species is often associated with southeastern pocket gophers (*Geomys pinetis*); however, they can persist and thrive in areas without this species. Florida pine snakes are active from March through October but show the greatest activity in May, June, July, and October when they move more frequently and travel farther distances. Additional information can be found in the *Florida Pine Snake Species Conservation Measures and Permitting Guidelines* (https://myfwc.com/media/25003/floridapinesnakegl.pdf). If a Florida pine snake is observed during construction, FWC staff recommends that work activities cease, and the snake be allowed to leave on its own accord. It would also contribute to FWC's research efforts if sightings could be reported to the staff member at the close of this letter, preferably with a photograph and GPS coordinates.

Attachment: Florida Fish and Wildlife Conservation Commission (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron

Attachment: Florida Fish and Wildlife Conservation Commission (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron

Short-Tailed Snakes

The project site is located within the potential range of the short-tailed snake and suitable habitat may occur onsite. Short-tailed snakes are naturally secretive, spending most of their time burrowed in sand and may also use fallen logs and gopher tortoise burrows as refuges. Short-tailed snakes are most active from March through April and October through November. They are sensitive to habitat degradation due to fragmentation and loss, but can sometimes persist in subdivisions if some natural ground cover is retained and properly managed. Additional information can be found in the *Short-Tailed Snake Species Conservation Measures and Permitting Guidelines* (https://myfwc.com/media/22867/shorttailedsnakeguidelines-2019.pdf). If a short-tailed snake is observed during your project, FWC staff recommend that work activities cease and the snake be allowed to leave on its own accord. It would also contribute to FWC's research efforts if sightings could be reported to the staff member at the close of this letter, preferably with a photograph and GPS coordinates.

Southeastern American Kestrels

Suitable habitat for southeastern American kestrels may be found within the proposed site. FWC staff recommends that kestrel surveys be conducted from April to August within kestrel suitable foraging habitat according to the methodology outlined in FWC's *Species Conservation Measures and Permitting Guidelines for Southeastern American Kestrel*: https://myfwc.com/wildlifehabitats/wildlife/species-guidelines/. Surveys from May to July are ideal to avoid confusion with the migratory subspecies of American kestrel (*Falco sparverius sparverius*). Surveys may be completed outside of the April to August survey season when necessary, with any kestrels observed assumed to be southeastern American kestrels. Surveys are valid until the beginning of the following breeding season (March). If surveys encounter active nest cavities, FWC staff recommends avoiding project activities within 150 meters (490 feet) of the nest during the breeding season (March through July) to avoid disturbance. If nesting is discovered after construction has begun, or if maintaining the recommended buffer is not possible, the applicant may contact FWC staff identified below to discuss potential permitting needs. In areas of suitable kestrel habitat, the *Species Conservation Measures and Permitting Guidelines* also recommend retaining snags whenever possible.

Least Tern

While the existing conditions onsite likely do not support least tern nesting activity, clearing associated with construction may create conditions conducive for beach-nesting bird nesting. Cleared sites such as areas that have undergone surface scraping may attract ground nesting species such as least terns or other imperiled beach-nesting birds (IBNB) during nesting season. IBNB nests have been documented on a variety of disturbed sites, including construction sites. Least terns deposit their eggs in shallow depressions or scrapes in the substrate, possibly lined with pebbles, grasses, or coquina shells. Egg-laying usually begins in late April or early May and colonies may range in size from a few breeding pairs to many hundreds. FWC staff recommends the following measures to reduce nesting potential during construction:

- Conduct construction activities outside of the breeding season (generally April through August) if feasible, or,
- If the site is cleared during the breeding season, clear the site only when ready to build, and
- Avoid leaving cleared areas with little to no activity for an extended amount of time.

If nesting is observed, FWC staff are available to discuss necessary nest buffers and potential permitting alternatives. For additional information, please refer to FWC's Breeding Bird Protocol

for Florida's Seabirds and Shorebirds located at the following web address: https://public.myfwc.com/crossdoi/shorebirds/PDF-files/BreedingBirdProtocol.pdf.

Florida Black Bear

The FWC has received 53 reports of human-bear conflicts within a 5-mile radius of the project site since 2000. Florida black bears are common in this area which is within the Big Bend Bear Management Unit identified in the 2019 Bear Management Plan. While black bears tend to shy away from people, they are adaptable and will take advantage of human-provided food sources. This includes sources that are currently available near this site, sources that may be available during construction, and sources available after construction including unsecured garbage, pet food, and bird seed. Once bears become accustomed to finding food around people, their natural wariness is reduced to the point that there can be an increased risk to public safety or private property.

During construction, construction sites should be kept clean, with refuse that might attract bears kept separate from construction debris and stored securely in bear-resistant containers or removed daily from the construction site before dark. Refuse that might attract bears includes all food and drink-related materials, as well as any items with strong scents like cleaning agents. Once the development is completed, residents should be provided with bear-resistant garbage cans as part of their regular waste service and any larger waste storage containers should also be bear-resistant. Additional information about Florida black bears can be found on FWC's website at http://www.myfwc.com/wildlifehabitats/managed/bear.

Federal Species

This site may also contain habitat suitable for the federally listed species identified above. FWC staff recommends coordination with U.S. Fish and Wildlife Service North Florida Ecological Services Office (ESO) as necessary for information regarding potential impacts to these species. The USFWS North Florida ESO can be contacted at (904) 731-3336.

FWC staff appreciates the opportunity to provide input on this project and looks forward to working with the applicant throughout the permitting process. For specific technical questions regarding the content of this letter, please contact Cori Calyniuk at (850) 556-5948 or by email at Cori.Calyniuk@MyFWC.com. All other inquiries may be sent to ConservationPlanningServices@MyFWC.com.

Sincerely,

Jason Hight, Director
Office of Conservation Planning Services

jh/cc
Citrus County 21-06ESR_45981_12022021

cc: Ray Eubanks, Department of Economic Opportunity, DCPexternalagencycomments@deo.myflorida.com
Clark A. Stillwell, Law Office of Clark A. Stillwell, caslaw@tampabay.rr.com

Attachment: Florida Fish and Wildlife Conservation Commission (18668 : 5:15 p.m.CPA/AA/PUD-21-11 Clark A. Stillwell, Esq. for Damron

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	5:20 pm CPA-21-12 Private Property Rights Element (Chapter Seven)
AGENDA DATE:	**December 14, 2021**

BRIEF OVERVIEW:

This application is a request to amend the Citrus County Comprehensive Plan by creating a new Private Property Rights Element (Chapter Seven) as required by Florida Statutes, including corresponding goals, objectives and/or policies.

On October 26, 2021, the BOCC approved transmittal of this item to the Department of Economic Opportunity (DEO) and the other state agencies. This is the adoption phase of the application.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
2781-54921	Advertising	$ 8,686.68	$1,313.32	$219.81	$7153.55

RECOMMENDED ACTION:

a. Conduct a public hearing on December 14, 2021, at 5:20 p.m. to review and discuss CPA-21-12 Private Property Rights Element (Chapter Seven).

b. If approved, adopt and authorize the Chairman to execute the ordinance for CPA-21-12 Private Property Rights Element (Chapter Seven), and direct the Clerk to execute the ordinance.

ORDINANCE NO. 2021-

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITRUS COUNTY COMPREHENSIVE PLAN BY CREATING A NEW PRIVATE PROPERTY RIGHTS ELEMENT (CHAPTER SEVEN), INCLUDING CORRESPONDING GOALS, OBJECTIVES AND/OR POLICIES; 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 provides for amendment to the Comprehensive Plan.

WHEREAS, the Florida Legislature adopted HB 59 (2021), which amended Chapter 163 to require local governments to prepare and adopt a Private Property Rights Element in 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-21-12, Private Property Rights Element (Chapter Seven) and shall be effective within the unincorporated areas of Citrus County, Florida.

SECTION 2. AUTHORITY

This Citrus County Comprehensive Plan Amendment CPA-21-12, creating a Private Property Rights Element of the Comprehensive Plan, is adopted pursuant to Chapter 163, Florida Statutes.

Attachment: Ordinance (18669 : 5:20 pm CPA-21-12 Private Property Rights Element (Chapter Seven))

SECTION 3. CREATION OF A PRIVATE PROPERTY RIGHTS ELEMENT (CHAPTER SEVEN) OF THE COMPREHENSIVE PLAN

Revisions as presented in application CPA-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: Ordinance (18669 : 5:20 pm CPA-21-12 Private Property Rights Element (Chapter Seven))

DONE AND ADOPTED in regular meeting of the Board of County Commissioners of Citrus County, Florida, this _____day of _____2021.

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

ATTEST:

_____
ANGELA VICK, CLERK OF COURT

BY: _____
CHAIR

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: Ordinance (18669 : 5:20 pm CPA-21-12 Private Property Rights Element (Chapter Seven))

EXHIBIT A

CPA-21-12

Private Property Rights Element (Chapter Seven)

Overview: This Element is created pursuant to House Bill 59 (2021) as adopted by the Florida legislature (Chapter 2021-195). The legislation notes the following:

> *In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decisionmaking. (Chapter 2021-195, Laws of Florida).*

Citrus County utilizes a quasi-judicial process as codified in Sections 2-51 through 2-58, of the Citrus County Code to ensure due process for citizens and applicants during public hearings, and continues to comply with statutory public notice standards. The rights of citizens, as well as applicants, regarding these decisions are and will continue to be considered as outlined in the Land Development Code, the Comprehensive Plan, the County Code of Ordinances, and Florida Statutes.

Goal #11 -	**Establish and utilize a Private Property Rights Element in compliance with Florida Statutes.**
Objective 11.1	Ensure that private property rights are considered in local decision-making, comply with Florida Statutes.
Policy 11.1.1	The County will consider the right of a property owner to physically possess and control his or her interests in the property, including easements, leases or mineral rights.
Policy 11.1.2	The County will consider the rights of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances including, but not limited to, this Comprehensive Plan, Land Development Code, and Code of Ordinances, as amended.
Policy 11.1.3	The County will consider the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property in accordance with Florida law.

Attachment: Ordinance (18669 : 5:20 pm CPA-21-12 Private Property Rights Element (Chapter Seven))

Policy 11.1.4 The County will consider the right of a property owner to dispose of his or her property through sale or gift.

Attachment: Ordinance (18669 : 5:20 pm CPA-21-12 Private Property Rights Element (Chapter Seven))

Florida Department of Transportation

RON DESANTIS
GOVERNOR

11201 N. McKinley Drive
Tampa, FL 33612

KEVIN J. THIBAULT P.E.
SECRETARY

November 9, 2021

Mr. Joe Hochadel
Principal Planner
Land Development Division
3600 West Sovereign Path, Suite 140
Lecanto, FL 34461-8070

Subject: Citrus County Comprehensive Plan Amendment 21-06ESR

Dear Mr. Hochadel:

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed two proposed amendments contained within 21-06ESR: (CPA-21-12 and CPA/AA/PUD 21-11).

Background: Citrus County has an estimated 2020 unincorporated population of 149,383 (Bureau of Economic and Business Research). Taking in 773 square miles, existing land uses are mostly conservation, agriculture, residential and vacant. State facilities traversing the county include US 19, US 41, US 98, SR 44 and SR 200.

Proposal: **CPA 21-12** - On April 1, 2021, House Bill 59 passed in the 2021 Legislative Session. This bill requires that local governments create a separate Property Rights Element in the Comprehensive Plan and incorporate specific language as to the rights of property owners. The property rights element language is utilizing the model language provided in House Bill 59. Also, the amendment has no impact on various entitlement thresholds found within their respective future land use categories.

FDOT determined proposed amendment CPA-21-12 has no impact on important state transportation resources or facilities within its jurisdiction, at this time.

Proposal: **CPA/AA PUD 21-11** - This request is a map amendment on 72 acres from Professional Services/Office District (PSO) and Low-Density Residential District Mobile Homes Allowed (LDRMH) **to** General Commercial District (GNC) and Heavy Industrial District (IND). The property is located at 4386 4374 W. Norvell Bryant Highway in Crystal River. According to the Applicant the proposed use (auto salvage) will take access form

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CPA-21-1

Attachment: FDOT comments and DEO receipt (18669 : 5:20 pm CPA-21-12 Private Property Rights Element (Chapter Seven))

Thank you for coordinating on the review of this proposed amendment(s) with FDOT. If you have any questions, please do not hesitate to contact me by email at Daniel.Santos@dot.state.fl.us or (813) 975-6429.

Sincerely,

Daniel C. Santos, AICP
Transportation Planning Supervisor

cc: Ray Eubanks, Plan Processing Administrator, DEO
Beau Scott, Planning Analyst, DEO
Waddah Farah, PDA Administrator, FDOT District 7
Lindsey Mineer, LGCP Coordinator, FDOT District 7

Attachment: FDOT comments and DEO receipt (18669 : 5:20 pm CPA-21-12 Private Property Rights Element (Chapter Seven))

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
SECRETARY

November 8, 2021

RESPONSE VIA E-MAIL ONLY

Mr. Joe Hochadel, Principal Planner
Citrus County Land Development Division
3600 West Sovereign Path, Suite 140
Lecanto, Florida 34461

RE: CPA 21-12 Property Rights Element and CPA/AA/PUD-21-11 Damron Trust

Dear Mr. Sherman:

Thank you for submitting Citrus County's proposed comprehensive plan amendment for our review pursuant to the Expedited State Review process. The reference number for this amendment package is 21-06ESR.

The proposed submission package will be reviewed pursuant to Section 163.3184(3), Florida Statutes. Once the review is underway, you may be asked to provide additional supporting documentation by the review team to ensure a thorough review. You will receive the Department's Comment Letter no later than December 5, 2021.

If you have any questions please contact Donna Harris, Plan Processor at (850) 717-8491 or James Stansbury, Bureau Chief, whom will be overseeing the review of the amendments, at (850)717-8504.

Sincerely,

D. Ray Eubanks, Administrator
Plan Review and Processing

DRE/dh

cc: External Agencies

RECEIVED
NOV 08 2021
CPA-21-12
Land Development Division

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

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Attachment: FDOT comments and DEO receipt (18669 : 5:20 pm CPA-21-12 Private Property Rights Element (Chapter Seven))

PM2-21-116

DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
2021 COMPREHENSIVE PLAN AMENDMENT
STAFF FINDINGS REPORT
TO THE
BOARD OF COUNTY COMMISSIONERS

APPLICATION NUMBER: CPA-21-12 Private Property Rights Element (Chapter Seven)

DATE: October 1, 2021
PREPARED BY: Joanna L. Coutu, AICP, Director; Land Development Division

OVERVIEW:

In 2021, the Florida Governor and legislature approved House Bill 59, which requires that the Comprehensive Plan include a Private Property Rights Element. The legislation notes the following:

> *In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decision making.*
>
> *(Chapter 2021-195, Laws of Florida).*

The bill contains suggested language and requires that the County adopt this amendment no later than the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021. For Citrus County, that would mean that it should be considered no later than the October 7, 2021, PDC agenda.

1000 Friends of Florida created a model document for this element, which contained the minimum criteria outlined in the bill. While not required, that model document also added in some public hearing criteria that is addressed in the County's quasi-judicial ordinance and/or in the Land Development Code regarding public notice so was not include in this proposed document. Staff also considered the policies proposed by a private planning consultant for Walton County, and a copy of their proposed documents as well as House Bill 59 are also included in this packet.

This application creates Chapter Seven, Private Property Rights Element, in the Comprehensive Plan, including a goal, objective and related policies as per the attached document.

Attachment: BCC staff report (18669 : 5:20 pm CPA-21-12 Private Property Rights Element (Chapter Seven))

PLANNING AND DEVELOPMENT COMMISSION (PDC) RECOMMENDATION: The Planning and Development Commission (PDC) discussed this application on September 16, 2021. The PDC recommended approval of the proposed request. The PDC found that the application is consistent with the requirements of the Comprehensive Plan.

JLC/cb

Attachment: BCC staff report (18669 : 5:20 pm CPA-21-12 Private Property Rights Element (Chapter Seven))

CHAPTER 2021-195

Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 59

An act relating to growth management; amending s. 163.3167, F.S.; specifying requirements for certain comprehensive plans effective, rather than adopted, after a specified date and for associated land development regulations; amending s. 163.3177, F.S.; requiring local governments to include a property rights element in their comprehensive plans; providing a statement of rights which a local government may use; requiring a local government to adopt a property rights element by the earlier of its adoption of its next proposed plan amendment initiated after a certain date or the next scheduled evaluation and appraisal of its comprehensive plan; prohibiting a local government's property rights element from conflicting with the statement of rights contained in the act; amending s. 163.3237, F.S.; providing that the consent of certain property owners is not required for development agreement changes under certain circumstances; providing an exception; amending s. 337.25, F.S.; requiring the Department of Transportation to afford a right of first refusal to certain individuals under specified circumstances; providing requirements and procedures for the right of first refusal; amending s. 380.06, F.S.; authorizing certain developments of regional impact agreements to be amended under certain circumstances; providing retroactive applicability; providing a declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (3) of section 163.3167, Florida Statutes, is amended to read:

163.3167 Scope of act.—

(3) A municipality established after the effective date of this act shall, within 1 year after incorporation, establish a local planning agency, pursuant to s. 163.3174, and prepare and adopt a comprehensive plan of the type and in the manner set out in this act within 3 years after the date of such incorporation. A county comprehensive plan is controlling until the municipality adopts a comprehensive plan in accordance with this act. A comprehensive plan <u>for a newly incorporated municipality which becomes effective</u> ~~adopted~~ after January 1, <u>2016</u> ~~2019~~, and all land development regulations adopted to implement the comprehensive plan must incorporate each development order existing before the comprehensive plan's effective date, may not impair the completion of a development in accordance with such existing development order, and must vest the density and intensity approved by such development order existing on the effective date of the comprehensive plan without limitation or modification.

CODING: Words ~~stricken~~ are deletions; words <u>underlined</u> are additions.

Attachment: House Bill 59 (Florida Statutes 2021) (18669 : 5:20 pm CPA-21-12 Private Property Rights Element

Section 2. Paragraph (i) is added to subsection (6) of section 163.3177, Florida Statutes, to read:

163.3177 Required and optional elements of comprehensive plan; studies and surveys.—

(6) In addition to the requirements of subsections (1)-(5), the comprehensive plan shall include the following elements:

(i)1. In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decisionmaking. A local government may adopt its own property rights element or use the following statement of rights:

The following rights shall be considered in local decisionmaking:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

4. The right of a property owner to dispose of his or her property through sale or gift.

2. Each local government must adopt a property rights element in its comprehensive plan by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to s. 163.3191. If a local government adopts its own property rights element, the element may not conflict with the statement of rights provided in subparagraph 1.

Section 3. Section 163.3237, Florida Statutes, is amended to read:

163.3237 Amendment or cancellation of a development agreement.—A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest. A party or its designated successor in interest to a development agreement and a local government may amend or cancel a development agreement without securing the consent of other parcel owners whose property was originally subject to the development agreement, unless the amendment or

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cancellation directly modifies the allowable uses or entitlements of such owners' property.

Section 4. Subsection (4) of section 337.25, Florida Statutes, is amended to read:

337.25 Acquisition, lease, and disposal of real and personal property.

(4) The department may convey, in the name of the state, any land, building, or other property, real or personal, which was acquired under subsection (1) and which the department has determined is not needed for the construction, operation, and maintenance of a transportation facility. When such a determination has been made, property may be disposed of through negotiations, sealed competitive bids, auctions, or any other means the department deems to be in its best interest, with due advertisement for property valued by the department at greater than $10,000. A sale may not occur at a price less than the department's current estimate of value, except as provided in paragraphs (a)-(d). The department may afford a right of first refusal to the local government or other political subdivision in the jurisdiction in which the parcel is situated, except in a conveyance transacted under paragraph (a), paragraph (c), or paragraph (e). Notwithstanding any provision of this section to the contrary, before any conveyance under this subsection may be made, except a conveyance under paragraph (a) or paragraph (c), the department shall first afford a right of first refusal to the previous property owner for the department's current estimate of value of the property. The right of first refusal must be made in writing and sent to the previous owner via certified mail or hand delivery, effective upon receipt. The right of first refusal must provide the previous owner with a minimum of 30 days to exercise the right in writing and must be sent to the originator of the offer by certified mail or hand delivery, effective upon dispatch. If the previous owner exercises his or her right of first refusal, the previous owner has a minimum of 90 days to close on the property. The right of first refusal set forth in this subsection may not be required for the disposal of property acquired more than 10 years before the date of disposition by the department.

(a) If the property has been donated to the state for transportation purposes and a transportation facility has not been constructed for at least 5 years, plans have not been prepared for the construction of such facility, and the property is not located in a transportation corridor, the governmental entity may authorize reconveyance of the donated property for no consideration to the original donor or the donor's heirs, successors, assigns, or representatives.

(b) If the property is to be used for a public purpose, the property may be conveyed without consideration to a governmental entity.

(c) If the property was originally acquired specifically to provide replacement housing for persons displaced by transportation projects, the department may negotiate for the sale of such property as replacement

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housing. As compensation, the state shall receive at least its investment in such property or the department's current estimate of value, whichever is lower. It is expressly intended that this benefit be extended only to persons actually displaced by the project. Dispositions to any other person must be for at least the department's current estimate of value.

(d) If the department determines that the property requires significant costs to be incurred or that continued ownership of the property exposes the department to significant liability risks, the department may use the projected maintenance costs over the next 10 years to offset the property's value in establishing a value for disposal of the property, even if that value is zero.

(e) If, at the discretion of the department, a sale to a person other than an abutting property owner would be inequitable, the property may be sold to the abutting owner for the department's current estimate of value.

Section 5. Paragraph (d) of subsection (4) of section 380.06, Florida Statutes, is amended to read:

380.06 Developments of regional impact.—

(4) LOCAL GOVERNMENT DEVELOPMENT ORDER.—

(d) Any agreement entered into by the state land planning agency, the developer, and the local government with respect to an approved development of regional impact previously classified as essentially built out, or any other official determination that an approved development of regional impact is essentially built out, remains valid unless it expired on or before April 6, 2018, and may be amended pursuant to the processes adopted by the local government for amending development orders. Any such agreement or amendment may authorize the developer to exchange approved land uses, subject to demonstrating that the exchange will not increase impacts to public facilities. This paragraph applies to all such agreements and amendments effective on or after April 6, 2018.

Section 6. The Legislature finds and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

CODING: Words stricken are deletions; words underlined are additions.

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1000 FRIENDS of FLORIDA

Model Property Rights Element

Developed in Compliance with the Requirements of

Fla. Stat. § 163.3177 (6)(i)1 (2021)

July 20, 2021

Attachment: 1000 Friends of Florida Model Ordinance (18669 : 5:20 pm CPA-21-12 Private Property Rights Element (Chapter Seven))

building better communities · saving special places

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Attachment: 1000 Friends of Florida Model Ordinance (18669 : 5:20 pm CPA-21-12 Private Property Rights Element (Chapter Seven))

Dear Florida local government leader,

This summer, Florida amended the Community Planning Act to require every city and county "to include in its comprehensive plan a property rights element." FLA. STAT. § 163.3177(6)(i)1. (2021). Your city or county must adopt this new element "by the earlier of the date of its adoption its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan." FLA. STAT. § 163.3177(6)(i)2. (2021).

1000 Friends of Florida believes that open and transparent decision-making is the best protection for property rights. We have long advocated for the rights of all people to contribute to local government planning. Engaged citizens improve their neighborhoods. Our quality of life is enhanced, our environment is protected and our communities are strengthened when local government planning respects the rights of everyone. Public participation leads to more thoughtful and enduring planning, and builds more public support for plans.

We have authored the enclosed model property rights element for Florida comprehensive plans in collaboration with faculty at the University of Florida so that you can underscore your commitment to property rights and public participation. This model property rights element meets the applicable standards of the Community Planning Act. But it does more. With this element, your city or county can affirm its support for the rights of all people to participate in the planning decisions you make that affect their lives and property.

If you have further questions about this proposed element, please contact 1000 Friends of Florida Policy & Planning Director Jane West at jwest@1000fof.org or 904-671-4008. A downloadable version of this document is available at www.1000fof.org/property-rights.

Sincerely,

Paul Owens

Paul Owens, President

Post Office Box 5948 • Tallahassee, FL 32314-5948 • PHONE 850.222.6277

www.1000friendsofflorida.org • friends@1000fof.org

1000 FRIENDS of FLORIDA

Model Property Rights Element

Adoption Guide

We all rely on local government plans in different ways.

- *Residents* of any community have chosen to live there—and often have bought a home, the most significant financial decision many people make—because of things local governments address, like the condition of streets and parks, the proximity to daily needs, and community safety.

- *Businesses* locate in a community for its resources. They care about human assets, like customers and workers. And they care about physical assets like public infrastructure and the environment. From farmers to tech companies, businesses rely on local government plans so they can count on these resources being available.

- Finally, *real estate investors* study local government rules so they can make financial plans and accurately evaluate investment opportunities. For investments in real estate to have low risk, local governments need to protect and improve the quality of a community over time.

Land values reflect how desirable a community is in many ways. Regulating land use and protecting property rights are not conflicting goals. Rather, local government rules generally create value in property and bring stability to real estate markets. Rules that benefit the public also protect property rights.

Still, *a local government's process for regulating land* greatly impacts real estate markets and property rights. Transparency, predictability, and reliability are three strategies for implementing land use rules in a way that benefits people and respects property rights.

- *Transparency* means people can see and participate in processes for developing rules.

- *Predictability* means a local government follows rules that are clear and unambiguous. Real estate investors should be able to read rules and know whether local government will permit a development proposal. Residents should be able to read rules and then know what kind of development will occur in their community.

- *Reliability* means a local government follows through on its commitments. Cities and counties should make realistic plans and should follow them. And local governments should only change their plans after thorough consideration leads to strong support. When a government is reliable, people can make long-term investments in the community—one key to a successful local economy.

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1000 FRIENDS of FLORIDA

Model Property Rights Element

Adoption Guide *continued*

The property rights element

The property rights element attached includes three objectives addressing property rights.

- **Objective 1** identifies specific property rights and states that local government will respect them.
- **Objective 2** identifies the rights of people to participate in decisions that affect their lives and property. The objective provides standards for local government decisions to be *transparent* in respect for this right.
- **Objective 3** provides standards for local government decision-making to be *reliable* and *predictable* to promote sound, long-term investments in a community.

The following paragraphs explain each of these objectives, and their policies, in more detail.

Objective 1—Respect property rights

Florida Statutes provide the language of objective 1 and of policies 1.1 through 1.4 as possible language local governments can adopt to meet the statutory requirement to have a property rights element. See Fla. Stat. § 163.3177(6)(i) (2021). Adopting objective 1 alone would meet the minimum statutory standard of having a property rights element in a comprehensive plan.

Objective 2—Transparency

Florida law recognizes the due process rights of people who are parties to many local government land use decisions. See Brevard Cnty. v. Snyder, 627 So. 2d 469 (Fla. 1993) and Jennings v. Dade Cnty., 589 So. 2d 1337 (Fla. 3d DCA 1991). Due process rights are rights to have government make decisions in a certain way when those decisions affect other rights, like the right to property.

Courts have recognized due process rights in Florida land use hearings including the right to receive notice, the right to be heard, the right to present or rebut evidence, and the right to be informed of all facts on which a local government bases its decision. *Jennings* at 1340. Objective 2 includes four policies that clearly identify what decisions a local government will make in a hearing, who will get to participate in that hearing, and what process the local government will use to protect the rights of participants.

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Adoption Guide *continued*

State law does not require a local government to adopt objective 2 and a local government could adopt this property rights element with or without objective 2 and its comprehensive plan could still comply with state law. Adopting objective 2, however, establishes clear standards to make planning and development decisions more *transparent*.

Here are summaries of and notes on each of the four policies in objective 2.

- **Policy 2.1** identifies those decisions a local government will make according to objective 2. The decisions are: comprehensive plan amendments, rezonings, and development approvals of a certain size or requiring a variance or an exception. A variance is permission to not follow land use rules a government may grant when following those rules would create a hardship. Josephson v. Autrey, 96 So. 2d 784 (Fla. 1957). An exception is permission to not follow a general land use rule when a development proposal meets certain predetermined standards. 7 Fla. Jur. 2d *Building, Zoning, and Land Controls* § 245 (2020).

  The threshold sizes that Policy 2.1 provides for development to be subject to objective 2 should vary depending on the needs of each city or county. Policy 2.1 presents these thresholds in brackets so a local government can easily identify them and change them to match local needs.

- Policy 2.2 includes two subparagraphs. Subparagraph A identifies who may participate in a hearing. Subparagraph A calls a person who may participate an "affected person." The explanation of who is an affected person generally follows the definition of "aggrieved or adversely affected party" in the Community Planning Act. FLA. STAT. § 163.3215(2). The explanation of who is an affected person also includes associations representing the interests of their members. This inclusion of associations generally follows the Florida Supreme Court standard for associational standing. Fla. Home Builders Ass'n v. Dep't of Lab. & Emp. Sec., 412 So. 2d 351, 353-54 (Fla. 1982).

  Subparagraph B identifies some of the procedural due process rights that Florida courts have recognized parties to some land use hearings have. See Jennings v. Dade Cnty., 589 So. 2d 1337, 1340 (Fla. 3d DCA 1991).

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Model Property Rights Element

Adoption Guide *continued*

- **Policy 2.3** requires a local government to mail notice of hearings when those hearings relate to a specific property.

  Policy 2.3 sets a threshold distance from the specific property that the local government will use to identify the residents and property owners to whom the local government will mail notice. This threshold distance should vary depending on the needs of each city or county that adopts the property rights element. Policy 2.3 presents this threshold in brackets so a local government can easily identify it and change it to match local needs.

- **Policy 2.4** requires an applicant to hold a public pre-application meeting. State law does not require public pre-application meetings for planning and development decisions. However, informing the public early about planned changes to their community is a best practice that many recognize.

  For example, the 1000 Friends of Florida Citizen Planning Bill of Rights calls for applicants to "conduct workshops with citizens to identify all issues of concern prior to any public hearing." Citizen Planning Bill of Rights, 1000 Friends of Florida, 1000fof.org/citizens/bill/ (last visited July 11, 2021).

  Also, the American Institute of Certified Planners requires planners to "provide timely, adequate, clear, and accurate information on planning issues to all affected persons" and to "give people the opportunity to have a meaningful impact on the development of plans and programs that may affect them." AICP Code of Ethics and Professional Conduct, American Institute of Certified Planners (April 1, 2016).

  Policy 2.4 sets a threshold distance from the specific property that the applicant will use to identify the residents and property owners the applicant will invite to the public pre-application meeting. This threshold distance should vary depending on the needs of each community that adopts the property rights element. Policy 2.4 presents this threshold in brackets so a local government can easily identify it and change it to match local needs.

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1000 FRIENDS of FLORIDA

Model Property Rights Element

Adoption Guide *continued*

Objective 3

Objective 3 includes three policies that provide special procedural standards for certain local government decisions. State law does not require a local government to adopt objective 3 and a local government could adopt this property rights element with or without objective 3 and its comprehensive plan could still comply with state law. Adopting objective 3, however, establishes clear standards to make planning and development decisions more *predictable* and *reliable*. The 1000 Friends of Florida Citizen Planning Bill of Rights recommends the standards included in objective 3.

Here are summaries of and notes on each for the three policies in objective 3.

- **Policy 3.1** identifies those decisions a local government will make according to objective 3. The decisions are comprehensive plan amendments and rezonings.

- **Policy 3.2** requires a local government to make some decisions by a majority-plus-one vote. The 1000 Friends of Florida Citizen Planning Bill of Rights says, "In order to protect the integrity of the comprehensive plan, a 'super majority' vote should be required for proposed changes that directly affect the community's unique sense of place. … Changes to such important policies should have the highest level of support and require the consent of more than a simple majority of elected officials." Citizen Planning Bill of Rights, 1000 Friends of Florida, 1000fof.org/citizens/bill/ (last visited July 11, 2021).

- **Policy 3.3** requires a local government to make some decisions only after the proposed decision, and information supporting it, have been available to the public for ten days. The 1000 Friends of Florida Citizen Planning Bill of Rights says publishing information regarding important decisions well before a hearing "allows citizens, commissioners, and others to fairly evaluate the document with data and analysis and not be subject to an endless 'shell game' of last-minute changes." *Id.*

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Model Property Rights Element

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Model Element

Ordinance No. < *Ordinance Number*>
An Ordinance Of The <*Local Government Name*>
Amending the Comprehensive Plan by Adding a
New Property Rights Element.

WHEREAS, Section 163.3167, Florida Statutes, requires <*local government name*> to maintain a comprehensive plan to guide its future development and growth; and
WHEREAS, Section 163.3177(6)(i)1., Florida Statutes, requires the <*local government name*> comprehensive plan to include a property rights element; and
WHEREAS, <*local government name*> respects judicially acknowledged and constitutionally protected private property rights; and
WHEREAS, <*local government name*> respects the rights of all people to participate in land use planning processes; and
WHEREAS, this ordinance will amend the comprehensive plan by adding a property rights element;
NOW, THEREFORE, BE IT ORDAINED BY THE <*GOVERNING BODY NAME*>:
SECTION 1. The <*local government name*> comprehensive plan is amended by adding the property rights element attached as EXHIBIT A and made a part of this ordinance as if set forth in full.
PASSED AND ADOPTED this _____ day of _____, _____.

_____
<*Appropriate official name and title*>

Attest:

_____
<*Appropriate official name and title*>

Approved as to form and legality:

_____
<*Appropriate official name and title*>

This ordinance passed on transmittal (first) reading this _____ day of _____, _____.

This ordinance passed on adoption (second) this _____ day of _____, _____.

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Model Property Rights Element

Exhibit A

Goal <Local government name> will making planning and development decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property.

Objective 1 < Local government name> will respect judicially acknowledged and constitutionally protected private property rights.

Policy 1.1 < Local government name> will consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 1.2 < Local government name> will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 1.3 < Local government name> will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 1.4 < Local government name> will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

Objective 2 People have the right to participate in planning and development decisions that affect their lives and property. <Local government name> decision-making will be transparent so that all people may participate in decisions that affect their lives and property. Policies 2.1 through 2.4 provide minimum standards for some planning and development decisions. Land development regulations may provide for additional processes and standards.

Policy 2.1 Decisions for which <local government name> must follow policies 2.2 through 2.4. <Local government name> must follow the procedures in policies 2.2 through 2.4 when <local government name>: amends this comprehensive plan; changes the zoning designation of property; or approves a development order for more than [9] residential dwelling units, for more than [9,999] square feet of non-residential development, governing more than [5] acres of land, requiring a variance, or requiring an exception.

Policy 2.2 Public hearing necessary. A decision policy 2.1 identifies must occur in a public hearing meeting the standards of this policy.

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Exhibit A *continued*

A. Any affected person may participate. <Local government name> recognizes that planning and development decisions affect complex systems and have impacts that occur beyond the site of development. Any affected person may participate in and be a party to a hearing on a decision this policy governs. An affected person is any person or local government that will suffer an adverse effect to an interest protected or furthered by this comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, and environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large. An owner, developer, or applicant for a development order is an affected person. An association representing the interest of one or more members when the interest is within the association's general scope of interest and activity is an affected person.

B. An affected person's right to be heard. <Local government name> recognizes that it should make planning and development decisions in response to true and accurate information. In all decisions this policy governs, <local government name> will provide every affected person an equal opportunity to be heard, to present and rebut evidence, and to be informed of all information on which <local government name> bases its decision. <Local government name> will not grant any affected person a greater opportunity to be heard than another affected person. For example, no affected person, including an applicant for a development order, may present in a hearing for more time than <local government name> makes available to any other affected person.

Policy 2.3 <Local government name> must mail notice. <Local government name> recognizes that a person cannot participate in decisions about which they are unaware. In addition to providing notice as other laws require, when <local government name> makes a decision policy 2.1 identifies that relates to a piece or to pieces of real property that <local government name> can specifically identify, <local government name> will, at least 30 days before the hearing, mail notice of the hearing to the owners of real property and to residents within [1,320] feet of the real property to which the decision relates.

Policy 2.4 Public pre-application meeting. <Local government name> recognizes that planning and development decisions raise issues which <local government name> may not be capable of adequately addressing in a single hearing and that <local government name> will make the best decisions when every affected person has the opportunity to participate early and throughout the decision-making process. The applicant for a decision policy 2.1 identifies (or <local government name> if <local government name> initiates the decision-making process) must hold a public

continued on next page

Exhibit A *continued*

pre-application meeting prior to applying for or initiating the decision-making process. The party holding the meeting must request, at least 30 days before the meeting, that <local government name> provide notice of the meeting in the normal manner that <local government name> provides notice of public meetings and <local government name> will comply with this request. In addition, if a proposal relates to a piece or to pieces of real property that the party holding the meeting can specifically identify, then the party holding the meeting must, at least 30 days before the meeting, mail notice of the meeting to residents and to owners of real property within [1,320] feet of the real property to which the proposal relates. In the meeting, the party holding the meeting must: present its proposal, provide time for all people attending to ask questions and share their perspectives, and record notes which it will provide to <local government name> and which <local government name> will make a part of the record related to its decision on the proposal.

Objective 3 People rely on this comprehensive plan and on the zoning designations of properties when deciding how to use property. <Local government name> decision-making will be reliable and predictable to promote sound, long-term investments in the community. Policies 3.1 through 3.3 provide minimum standards for some planning and development decisions. Land development regulations may provide for additional processes and standards.

Policy 3.1 Decisions for which <local government name> must follow policies 3.2 and 3.3. <Local government name> must follow the procedures in policies 3.2 and 3.3 when <local government name> amends this comprehensive plan or changes the zoning designation of property.

Policy 3.2 Majority-plus-one vote required. <Local government name> may only make a decision policy 3.1 identifies by the affirmative vote of a majority plus one of the <local government governing body name (e.g. city commission or county commission)>.

Policy 3.3 Right to evaluate proposed decisions. <Local government name> respects the right of people, including elected officials, to fairly evaluate proposed decisions this objective governs. The <local government governing body name> may only make a decision policy 3.1 identifies ten or more days after <local government name> has made available to the public the specific decision the <local government governing body name> will consider and the written record which will support the <local government governing body name> decision. If <local government name (e.g. city commission or county commission)> adds information to the written record, or if the <local government governing body name> revises a proposed decision within ten days of a planned public hearing, the <local government governing body name> must postpone its decision until enough time has passed to satisfy this policy.

Attachment: 1000 Friends of Florida Model Ordinance (18669 : 5:20 pm CPA-21-12 Private Property Rights Element (Chapter Seven))

Agenda Item #Add #2

Walton County
Board of County Commissioners
AGENDA ITEM REPORT

21-1082

Meeting: Board of County Commissioners - Jul 13 2021
Department: Planning Department
Submitted by: Karen Owens
Staff Contact: Kristen Shell, Asst. Director

☐ **Consent Agenda** ☒ **Regular Agenda** ☐ **Public Hearing**

TITLE/REQUESTED ACTION:

Request approval for staff to bring forward legislation creating a Private Property Rights Element within the Walton County Comprehensive Plan in compliance with a recent mandate imposed by the Florida Legislature

PURPOSE / SUMMARY EXPLANATION OR HISTORY:

House Bill 59, which became law on June 29, 2021, adds Section 163.3177(6)(i), Florida Statutes. Effective July 1, 2021, each local government is now required to adopt a property rights element into its comprehensive plan. This new element must be adopted by the earlier of the date of its adoption of its next proposed plan amendment, or the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to Section 163.3191, Florida Statutes. For Walton County this must be the adoption of the next proposed Plan amendment which is scheduled for August 26, 2021 transmittal hearing.

Any proposed comprehensive plan amendment package submitted after July 1, 2021, will be returned to the local government if the package does not include a property rights element or if the comprehensive plan does not already include the required property rights element.

The proposed amendment will tentatively be heard by the Planning Commission on August 12, 2021 and a tentative Board of County Commissioners transmittal hearing date has been set for August 26, 2021.

ATTACHMENTS:

h0059e.SAC
Property Rights Element 2021

Attachment: Walton County agenda item and State legislature analysis (18669 : 5:20 pm CPA-21-12 Private Property Rights Element (Chapter

Agenda Item #Add #2

Attachment: Walton County agenda item and State legislature analysis (18669 : 5:20 pm CPA-21-12 Private Property Rights Element (Chapter

HOUSE OF REPRESENTATIVES STAFF ANALYSIS

BILL #: CS/CS/CS/HB 59 Growth Management
SPONSOR(S): State Affairs Committee, Civil Justice & Property Rights Subcommittee, Local Administration & Veterans Affairs Subcommittee, McClain and others
TIED BILLS: **IDEN./SIM. BILLS:** CS/SB 496

REFERENCE	ACTION	ANALYST	STAFF DIRECTOR or BUDGET/POLICY CHIEF
1) Local Administration & Veterans Affairs Subcommittee	12 Y, 6 N, As CS	Darden	Miller
2) Civil Justice & Property Rights Subcommittee	12 Y, 6 N, As CS	Mawn	Jones
3) State Affairs Committee	20 Y, 3 N, As CS	Darden	Williamson

SUMMARY ANALYSIS

To manage growth in Florida, certain statutory procedures and requirements have been put in place for state agencies and local governments to follow and enforce.

The bill makes the following changes to growth management regulations:

- Requires the comprehensive plan for a newly incorporated municipality that becomes effective after January 1, 2016, to incorporate all development orders existing before the plan's effective date, not to impair the completion of development in accordance with existing development orders, and to vest the density and intensity approved by the development orders existing before the plan's effective date without limitation or modification;
- Requires local governments to include a private property rights element in their comprehensive plans by specified dates and provides a model statement of rights that local governments may adopt;
- Allows the parties to a development agreement to amend or cancel the agreement without the consent of other property owners whose property was originally subject to the agreement, unless the amendment or cancellation would directly modify the allowable uses or entitlements of such owners' property;
- Specifies that development agreements for certain developments of regional impact may be amended using the processes adopted by local governments for amending development orders and specifies that such amendment may authorize the developer to exchange approved land uses under certain conditions; and
- Requires the Florida Department of Transportation, when selling property, to provide a right of first refusal to the property's prior owner and provides a process for implementing this right of first refusal.

The bill provides a declaration that the act fulfills an important state interest.

The bill does not have a fiscal impact on state government but may have an insignificant negative fiscal impact on local governments.

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FULL ANALYSIS

I. SUBSTANTIVE ANALYSIS

A. EFFECT OF PROPOSED CHANGES:

Local Comprehensive Plans

Background

Private Property Rights

The "Bert Harris Jr., Private Property Rights Protection Act" (Harris Act) entitles private property owners to relief when a specific action of a governmental entity inordinately burdens the owner's existing use, or a vested right to a specific use, of real property.[1] The Harris Act recognizes that the inordinate burden, restriction, or limitation on private property rights as applied may fall short of a taking under the Florida Constitution or the United States Constitution and establishes a separate and distinct cause of action for relief, or payment of compensation, when a new law, rule, or ordinance of the state or a political entity in the state unfairly affects real property.[2] The Harris Act applies generally to state and local governments but not to the U.S. government, federal agencies, or state or local government entities exercising formally delegated federal powers.[3]

An owner may also seek relief when a state or local governmental entity imposes a condition on the proposed use of the real property that amounts to a prohibited exaction.[4] A prohibited exaction occurs when an imposed condition lacks an essential nexus to a legitimate public purpose and is not roughly proportionate to the impacts of the proposed use that the governmental entity seeks to avoid, minimize, or mitigate.[5]

The "Florida Land Use and Environmental Dispute Resolution Act" provides a non-judicial alternative dispute resolution process for a property owner to request relief from a government entity's development order or enforcement action when the order or action is unreasonable or unfairly burdens the use of the owner's real property.[6] Parties in pending judicial proceedings may agree to use this process, if the court approves.[7]

State and Local Comprehensive Plans

Laws protecting private property rights are balanced against the state's need to effectively and efficiently plan, coordinate, and deliver government services amid the state's continued growth and development.[8] The State Comprehensive Plan provides long-range policy guidance for the orderly management of state growth,[9] which must be consistent with the protection of private property rights.[10] Local governments are required to adopt local comprehensive plans to manage the future growth of their communities.[11]

First adopted in 1975[12] and extensively expanded in 1985,[13] Florida's comprehensive land planning laws were significantly revised in 2011, becoming the Community Planning Act (CPA).[14] The CPA

[1] S. 70.001(2), F.S.
[2] S. 70.001(1), F.S.
[3] S. 70.001(3)(c), F.S.
[4] S. 70.45(2), F.S.
[5] S. 70.45(1)(c), F.S.
[6] S. 70.51, F.S.
[7] S. 70.51(29), F.S.
[8] *See* s. 186.002(1)(b), F.S.
[9] S. 187.101(1), F.S.
[10] S. 187.101(3), F.S. The plan's goals and policies must also be reasonably applied where they are economically and environmentally feasible and not contrary to the public interest.
[11] S. 163.3167(2), F.S.
[12] *See* ch. 75-257, Laws of Fla.
[13] *See* ch. 85-55, Laws of Fla.
[14] *See* ch. 2011-139, s. 17, Laws of Fla.

directs how local governments create and adopt their local comprehensive plans. The CPA requires that all governmental entities in the state recognize and respect judicially acknowledged or constitutionally protected private property rights and exercise their authority without unduly restricting private property rights, leaving property owners free from actions by others that would harm their property or constitute an inordinate burden on property rights under the Harris Act.[15]

Local Comprehensive Plan Elements

Local comprehensive plans must include principles, guidelines, standards, and strategies for orderly and balanced future land development. A plan must reflect community commitments to implement the plan[16] and identify procedures for monitoring, evaluating, and appraising its implementation.[17] A plan may include optional elements,[18] but must include the following elements:

- Capital improvements;[19]
- Future land use plan;[20]
- Intergovernmental coordination;[21]
- Conservation;[22]
- Transportation;[23]
- Sanitary sewer, solid waste, drainage, potable water, and aquifer recharge;[24]
- Recreation and open space;[25]
- Housing;[26] and
- Coastal management (for coastal local governments).[27]

Counties and municipalities may employ individual comprehensive plans or joint plans (if both entities agree such a plan would align with their common interests).[28] A county plan controls in a municipality until a municipal comprehensive plan is adopted.[29] New municipalities must adopt a comprehensive plan within three years after the date of incorporation.[30]

Amendments to a Local Comprehensive Plan

Local governments must review and amend their comprehensive plans at least once every seven years to reflect any changes in state requirements.[31] Conforming amendments to the comprehensive plan must be made within one year of the determination that an amendment is necessary.[32] A local government is not required to review its comprehensive plan before its regular review period unless the law specifically requires otherwise.[33]

Generally, a local government amending its comprehensive plan must follow an expedited state review process.[34] Certain plan amendments, including amendments required to reflect a change in state requirements, must follow the state coordinated review process for the adoption of comprehensive

[15] S. 163.3161(10), F.S.
[16] S. 163.3177(1), F.S.
[17] S. 163.3177(1)(d), F.S.
[18] S. 163.3177(1)(a), F.S.
[19] S. 163.3177(3)(a), F.S. The local government must annually review the capital improvements element.
[20] S. 163.3177(6)(a), F.S.
[21] S. 163.3177(6)(h), F.S.
[22] S. 163.3177(6)(d), F.S.
[23] S. 163.3177(6)(b), F.S.
[24] S. 163.3177(6)(c), F.S.
[25] S. 163.3177(6)(e), F.S.
[26] S. 163.3177(6)(f), F.S.
[27] S. 163.3177(6)(g), F.S.
[28] S. 163.3167(1), F.S.
[29] S. 163.3167(3), F.S.
[30] *Id.*
[31] S. 163.3191(1), F.S.
[32] S. 163.3191(2), F.S.
[33] S. 163.3161(12), F.S.
[34] S. 163.3184(3)(a), F.S.

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plans.[35] Under this review process, the state land planning agency is responsible for plan review, coordination, and preparing and transmitting comments to the local government.[36] The Department of Economic Opportunity (DEO) is designated as the state land planning agency.[37]

Under the state coordinated review process, a local government must hold a properly noticed public hearing about the proposed amendment before sending it for comment from several reviewing agencies, including DEO, the Department of Environmental Protection, the appropriate regional planning council, and the Department of State.[38] Local governments and government agencies within the state filing a written request with the governing body are also entitled to copies of the amendment.[39] Comments on the proposed plan amendment must be received within 30 days after its receipt by DEO.[40]

DEO must provide a written report within 60 days of receiving the proposed plan amendment if it elects to review the amendment.[41] The report must state the agency's objections, recommendations, and comments with certain specificity and must be based on written, not oral, comments.[42] Within 180 days of receiving the report from DEO, the local government must review the report and any written comments and hold a second properly noticed public hearing on the adoption of the amendment.[43] Adopted plan amendments must be sent to DEO and any agency or government that provided timely comments within 10 working days after the hearing.[44]

After receiving the adopted plan amendment and finding it complete, DEO has 45 days to determine if the amendment complies with the law and to issue on its website a notice of intent stating its determination.[45] A compliance review is limited to the findings identified in DEO's original report unless the adopted amendment is substantially different from the reviewed amendment.[46] Unless challenged, a local comprehensive plan amendment takes effect pursuant to the notice of intent.[47] If there is a timely filed challenge, the plan amendment will not take effect until DEO or the Administration Commission enters a final order determining the adopted amendment complies with the law.[48]

Requirements for Local Land Development Regulations and Comprehensive Plans

Section 163.3202(2), F.S., outlines the minimum provisions that counties and municipalities must include in their local government land development regulations, including provisions:

- Regulating the subdivision of land;
- Regulating the use of land and water;
- Providing for protection of potable water wellfields;
- Regulating areas subject to seasonal and periodic flooding and providing for drainage and stormwater management;
- Ensuring the protection of environmentally sensitive lands designated in the comprehensive plan;
- Regulating signage;
- Addressing concurrency;
- Ensuring safe and convenient onsite traffic flow; and
- Maintaining the existing density of residential properties or recreational vehicle parks.

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[35] S. 163.3184(2)(c), F.S.
[36] S. 163.3184(4)(a), F.S.
[37] S. 163.3164(44), F.S.
[38] S. 163.3184(4)(b), (c), and (11)(b)1., F.S.
[39] S. 163.3184(4)(b), F.S.
[40] S. 163.3184(4)(c), F.S.
[41] S. 163.3184(4)(d)1., F.S.
[42] S. 163.3184(4)(d)1., F.S. All written communication the agency received or generated regarding a proposed amendment must be identified with enough information to allow for copies of documents to be requested. S. 163.3184(4)(d)2., F.S.
[43] S. 163.3184(4)(e)1. and (11)(b)2., F.S. If the hearing is not held within 180 days of receipt of the report, the amendment is deemed withdrawn absent an agreement and notice to DEO and all affected persons that provided comments. S. 163.3184(4)(e)1., F.S.
[44] S. 163.3184(4)(e)2., F.S.
[45] S. 163.3184(4)(e)4., F.S.
[46] *Id.*
[47] S. 163.3184(4)(e)5., F.S.
[48] *Id.* The Administration Commission consists of the Governor and Cabinet. S. 14.202, F.S.

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Further, local comprehensive plans adopted after January 1, 2019, and all land development regulations adopted to implement the plan, must incorporate development orders existing before the plan's effective date.[49] The plan may not impair a party's ability to complete development in accordance with an existing development order and must vest the density[50] and intensity[51] approved by the development order without any limitations or modifications.[52]

Effect of the Bill

Comprehensive Plans for Newly-Created Municipalities

The bill provides that a comprehensive plan for a newly incorporated municipality that becomes effective after January 1, 2016, as well as all land development regulations adopted to implement such plan, must:

- Incorporate all development orders existing before the plan's effective date;
- Not impair the completion of development in accordance with existing development orders; and
- Vest the density and intensity approved by the development orders existing on the plan's effective date without limitation or modification.

Property Rights Element

The bill requires each local government to include a property rights element in its comprehensive plan by the earlier of the date of adoption of its next proposed plan amendment initiated after July 1, 2021, or the date of its next scheduled comprehensive plan evaluation and appraisal.

The bill also provides a model statement of rights a local government may adopt. However, the bill allows a local government to develop its own property rights language if such language does not conflict with the model statement of rights, which requires local governments to consider the property owner's right to:

- Physically possess the property and control his or her interests in the property, including easements, leases, or mineral rights;
- Use, maintain, develop, and improve the property for personal use or the use of another, subject to state law and local ordinances;
- Privacy and exclusion of others from the property to protect his or her possessions and property; and
- Dispose of the property through sale or gift.

Local Government Development Agreements

Background

Local governments may enter into development agreements with developers.[53] A development agreement is a "contract between a local government and a property owner/developer, which provides the developer with vested rights by freezing the existing zoning regulations applicable to a property in exchange for public benefits."[54]

A local government may establish, by ordinance, procedures and requirements for considering and entering into a development agreement with any person having a legal or equitable interest in real

[49] S. 163.3167(3), F.S.
[50] S. 163.3164(12), F.S., defines the term "density" as an objective measure of the number of people or residential units allowed per unit of land, such as residents or employees per acre.
[51] S. 163.3164(22), F.S., defines the term "intensity" as an objective measurement of the extent to which land may be developed or used, including the consumption or use of the space above, on, or below the ground; the measurement of the use of or demand on natural resources; and the measurement of the use of or demand on facilities and services.
[52] S. 163.3167(3), F.S.
[53] S. 163.3220(4), F.S.; *See* ss. 163.3220-163.3143, F.S., known as the "Florida Local Government Development Agreement Act."
[54] *Morgran Co., Inc. v. Orange County*, 818 So. 2d 640 (Fla. 5th DCA 2002); 7 Fla. Jur 2d Building, Zoning, and Land Controls § 168 (2019).

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property located within its jurisdiction.[55] A development agreement may provide that the entire agreement, or any phase thereof, must be commenced or completed within a specific time and must include:[56]

- A legal description of the land subject to the agreement and the names of its legal and equitable owners;
- The duration of the agreement;
- The development uses permitted on the land, including population densities, and building intensities and height;
- A description of public facilities that will service the development, including who will provide such facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development;
- A description of any reservation or dedication of land for public purposes;
- A description of all local development permits approved or needed to be approved for the development of the land;
- A finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations;
- A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and
- A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

Within 14 days after a local government enters into a development agreement, the local government must record the agreement with the clerk of the circuit court in the county where the local government is located, and such an agreement is not effective until it is properly recorded.[57] A development agreement binds any person who obtains ownership of a property already subject to an agreement (successor in interest).[58] A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest.[59]

Effect of the Bill

The bill allows a party or its designated successor in interest to a development agreement and the local government to amend or cancel a development agreement without securing the consent of the other parcel owners that were originally subject to the development agreement unless the amendment or cancellation directly modifies the allowable uses or entitlements of such owners' property. For example, under the bill, if a development agreement amendment will change the terms and conditions under which all property subject to the agreement may be developed, all owners of property subject to the agreement must consent to the amendment. However, if a development agreement amendment will change the terms and conditions under which only one property subject to the agreement may be developed, only the owner of the property affected by the amendment must consent to it; the consent of all other owners of property subject to the agreement is not required.

Department of Transportation Disposal of Real Property

Background

The Florida Department of Transportation (DOT) is authorized to convey any land, building, or other real or personal property it acquired if it determines the property is not needed for a transportation facility.[60] In such cases, DOT may dispose of the property through negotiations, sealed competitive

[55] S. 163.3223, F.S; 7 Fla. Jur 2d Building, Zoning, and Land Controls § 168 (2019).
[56] S. 163.3227(1) and (2), F.S.; 7 Fla. Jur 2d Building, Zoning, and Land Controls § 168 (2019).
[57] S. 163.3239, F.S; 7 Fla. Jur 2d Building, Zoning, and Land Controls § 168 (2019).
[58] A successor in interest is one who follows another in ownership or control of property. A successor in interest retains the same rights as the original owner, with no change in substance. Black's Law Dictionary 1473 (8th ed. 2004); s. 163.3239, F.S.
[59] S. 163.3237, F.S.
[60] S. 337.25(4), F.S.

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bids, auctions, or any other means it deems to be in its best interest and must advertise the disposal of any property valued over $10,000.[61]

DOT may not sell unneeded property for a price less than DOT's current estimate of value, except that:

- If the property was donated for transportation purposes and a transportation facility has not been constructed for at least five years, plans have not been prepared for the construction of such facility, and the property is not located in a transportation corridor, a governmental entity in whose jurisdiction the property lies may authorize reconveyance of the donated property for no consideration to the original donor or the donor's heirs, successors, assigns, or representatives.[62]
- If the property is to be used for a public purpose, the property may be conveyed without consideration to a governmental entity.[63]
- If the property was originally acquired specifically to provide replacement housing for persons displaced by transportation projects, DOT may negotiate for the sale of such property as replacement housing.[64]
- If DOT determines the property requires significant costs to be incurred or that continued ownership of the property exposes DOT to significant liability risks, DOT may use the projected maintenance costs over the next 10 years to offset the property's value in establishing a value for disposal of the property, even if that value is zero.[65]

If, in DOT's discretion, a sale to a person other than an abutting property owner would be inequitable, the property may be sold to the abutting owner for DOT's current estimate of value.[66] Further, in cases of property to be used for a public purpose, and in cases of property requiring significant costs to be incurred or exposing DOT to significant liability risks, DOT may first offer the property ("right of first refusal") to the local government or other political subdivision in whose jurisdiction the property is situated.[67]

Effect of the Bill

Notwithstanding any provision of s. 337.25, F.S., to the contrary, the bill requires DOT to provide a right of first refusal to the previous property owner from whom DOT originally acquired the property for DOT's current estimate of value if the property is to be used for public purpose, requires significant costs to be incurred, or exposes DOT to significant liability risks, or if DOT determines that a sale to any person other than an abutting property owner would be inequitable. The offer must be made in writing, by certified mail or hand delivery, is effective upon receipt by the previous property owner, and must provide the previous property owner with at least 30 days to exercise the right of first refusal. If the previous property owner wants to purchase the property, he or she must send notice to DOT by certified mail or hand delivery, and such acceptance is effective upon dispatch. Once the right is exercised, the previous property owner has at least 90 days to close on the property.

Developments of Regional Impact

Background

A Development of Regional Impact (DRI) is "any development which, because of its character, magnitude, or location, would have a substantial effect on the health, safety, or welfare of citizens of more than one county."[68] The DRI statutes were created in 1972 as an interim program intended to be

[61] *Id.*
[62] S. 337.25(4), F.S.
[63] S. 337.25(4)(b), F.S.
[64] S. 337.25(4)(c), F.S.
[65] S. 337.25(4)(d), F.S.
[66] S. 337.25(4)(e), F.S.
[67] S. 337.25(4), F.S.
[68] S. 380.06(1), F.S.

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replaced by comprehensive planning and permitting laws.[69] The program provided a process to identify regional impacts stemming from large developments and appropriate provisions to mitigate impacts on state and regional resources.[70]

The process to review or amend a DRI agreement and its implementing development orders went through several revisions[71] until repeal of the requirements for state and regional reviews in 2018.[72] Affected local governments are responsible for the implementation and amendment of existing DRI agreements and development orders.[73] Currently, an amendment to a development order for an approved DRI may not amend to an earlier date the date to which the local government had agreed not to impose downzoning, unit density reduction, or intensity reduction, unless:[74]

- The local government can demonstrate that substantial changes in the conditions underlying the approval of the development order have occurred;
- The development order was based on substantially inaccurate information provided by the developer; or
- The change is clearly established by local government to be essential to the public health, safety, or welfare.

Any proposed change to a previously approved DRI must be reviewed by the local government based on the standards and procedures in its adopted local comprehensive plan and local land development regulations.[75] However, a proposed change reducing the originally approved height, density, or intensity of the development must be reviewed by the local government based on the standards in the local comprehensive plan at the time the development was originally approved.[76] If the proposed change would have been consistent with the comprehensive plan in effect when the development was originally approved, the local government may approve the change.[77]

In the 2018 revisions, DRI agreements classified as essentially built out and valid on or before April 6, 2018, were preserved, but the provisions allowing such agreements to be amended to exchange approved land uses were eliminated.[78] For such agreements, a DRI is essentially built out if:[79]

- All the mitigation requirements in the development order were satisfied, all developers were in compliance with all applicable terms and conditions of the development order except the buildout date, and the amount of proposed development that remained to be built was less than 40 percent of any applicable development-of-regional-impact threshold; or
- The project was determined to be an essentially built-out development of regional impact through an agreement executed by the developer, the state land planning agency, and the local government.

Effect of the Bill

The bill authorizes the amendment of any DRI agreement entered into on or before April 6, 2018, and previously classified as, or officially determined to be, essentially built out. Such amendments may authorize the developer to exchange approved land uses, subject to the developer demonstrating that the exchange will not increase impacts to public facilities. The bill also specifies that DRI agreement

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[69] The Florida Senate, Committee on Community Affairs, Interim Report 2012-114, September 2011, citing: Thomas G. Pelham, *A Historical Perspective for Evaluating Florida's Evolving Growth Management Process*, in *Growth Management in Florida: Planning for Paradise*, 8 (Timothy S. Chapin, Charles E. Connerly, and Harrison T. Higgins eds. 2005).
[70] Ch. 72-317, s. 6, Laws of Fla.
[71] *See* ch. 2015-30, Laws of Fla. (requiring that new DRI-sized developments proposed after July 1, 2015, must be approved by a comprehensive plan amendment in lieu of the state review process provided for in s. 380.06, F.S.) and ch. 2016-148, Laws of Fla. (requiring DRI reviews to follow the state coordinated review process if the development, or an amendment to the development, required an amendment to the comprehensive plan).
[72] Ch. 2018-158, Laws of Fla.
[73] S. 380.06(4)(a) and (7), F.S.
[74] S. 380.06(4)(a), F.S.
[75] S. 380.06(7)(a), F.S. These procedures must include notice to the applicant and public about the issuance of development orders.
[76] *Id.*
[77] *Id.*
[78] S. 380.06(4), F.S.; *see also ch.* 2018-158, s. 1, Laws of Fla.
[79] S. 380.06(15)(g)3. and 4., F.S. (2017).

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amendments must be made pursuant to the processes adopted by local governments for amending development orders.

B. SECTION DIRECTORY:

Section 1. Amends s. 163.3167, F.S., requiring a comprehensive plan for a newly incorporated municipality that becomes effective after January 1, 2016, to incorporate existing development orders.

Section 2. Amends s. 163.3177, F.S., requiring a comprehensive plan to include a private property rights element.

Section 3. Amends s. 163.3237, F.S., authorizing amendment or cancelation of certain development agreements without the consent of certain parties.

Section 4. Amends s. 337.25, F.S., requiring DOT provide a right of first refusal to the previous property owner from whom DOT acquired property that it proposes to sell.

Section 5. Amends s. 380.06, F.S., allowing certain agreements relating to an approved DRI to be amended under certain circumstances.

Section 6. Provides a declaration that the act fulfills an important state interest.

Section 7. Provides an effective date of July 1, 2021.

II. FISCAL ANALYSIS & ECONOMIC IMPACT STATEMENT

A. FISCAL IMPACT ON STATE GOVERNMENT:

1. Revenues:

   None.

2. Expenditures:

   None.

B. FISCAL IMPACT ON LOCAL GOVERNMENTS:

1. Revenues:

   None.

2. Expenditures:

   The bill may have an insignificant negative fiscal impact on local governments with a population over 10,000 not scheduled to review their comprehensive plans before 2025 as it requires such local governments to amend their plans by July 1, 2024, to include a property rights element.

C. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR:

None.

D. FISCAL COMMENTS:

None.

III. COMMENTS

A. CONSTITUTIONAL ISSUES:

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1. Applicability of Municipality/County Mandates Provision:

   The county/municipality mandates provision of Art. VII, s. 18 of the Florida Constitution may apply because this bill requires counties and municipalities with populations over 10,000 to include a property rights element in their comprehensive plans by July 1, 2024. However, an exemption may apply, as laws having an insignificant fiscal impact are exempt from the requirements of Art. VII, s. 18 of the Florida Constitution.

2. Other:

   None.

B. RULE-MAKING AUTHORITY:

The bill neither provides authority for nor requires rulemaking by executive branch agencies.

C. DRAFTING ISSUES OR OTHER COMMENTS:

None.

IV. AMENDMENTS/ COMMITTEE SUBSTITUTE CHANGES

On February 4, 2021, the Local Administration & Veterans Affairs Subcommittee adopted an amendment and reported the bill favorably as a committee substitute. The amendment requires municipalities established after January 1, 2016, to incorporate into their comprehensive plans all existing development orders as of the effective date of the plan and removes the provisions of the bill concerning municipal annexation.

On February 17, 2021, the Civil Justice & Property Rights Subcommittee adopted an amendment and reported the bill favorably as a committee substitute. The amendment authorized a local government with a population of:

- 10,000 or more to include a property rights element in its comprehensive plan by the earlier of the adoption of its next proposed plan amendment or July 1, 2024.
- Less than 10,000 to include a property rights element in its comprehensive plan in conjunction with its next scheduled comprehensive plan evaluation and appraisal.

On March 10, 2021, the State Affairs Committee adopted a strike-all amendment and reported the bill favorably as a committee substitute. The amendment required the comprehensive plan of a newly incorporated municipality that becomes effective after January 1, 2016, to incorporate all existing development orders as of the effective date of the plan. The amendment also required each local government to include a property rights element in its comprehensive plan by the earlier of the date of adoption of its next proposed plan amendment initiated after July 1, 2021, or the date of its next scheduled comprehensive plan evaluation and appraisal.

This analysis is drafted to the committee substitute as passed by the State Affairs Committee.

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PROPERTY RIGHTS ELEMENT
GOALS, OBJECTIVES, & POLICIES

GOAL PR-1: TO ESTABLISH A PRIVATE PROPERTY RIGHTS STATEMENT OF RIGHTS.

Objective PR-1.1: To ensure that private property rights are considered in local decision making, complying with Florida Statute.

Policy PR-1.1.1: The County will consider the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy PR-1.1.2: The County will consider the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances including but not limited to the Walton County Comprehensive Plan and Land Development Code.

Policy PR-1.1.3: The County will consider the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property in accordance with Florida law.

Policy PR-1.1.4: The County will consider the right of a property owner to dispose of his or her property through sale or gift.

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December 2, 2021

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Department of Growth Management
Land Development Division
3600 West Sovereign Path, Suite 140
Lecanto, FL 34461
joe.hochadel@citrusbocc.com

Re: Citrus County 21-06ESR, Comprehensive Plan Amendment (CPA-21-12 and CPA/AA/PUD-21-11)

Dear Mr. Hochadel:

Florida Fish and Wildlife Conservation Commission (FWC) staff reviewed the above-referenced comprehensive plan amendment package and provides the following comments and recommendations for your consideration in accordance with Chapter 163.3184, Florida Statutes. While there are no objections to the amendment, the following technical assistance information is provided to assist the Department of Economic Opportunity, the County, and the applicant during the amendment review and future project planning.

Project Description

The proposed comprehensive plan amendment includes one text amendment (CPA-21-12) creating a new element titled "Property Rights Element" and one map amendment (CPA/AA/PUD-21-11). The following comments and recommendations are associated with amendment CPA/AA/PUD-21-11. The applicant, Clark A. Stillwell, Esq., is requesting to change the Future Land Use Map designation from Low Density Residential District to General Commercial District and Heavy Industrial District on approximately 72 acres. Additionally, the applicant is requesting to change the Land Use Atlas Map designation for this site from Professional Services/Office District and Low Density Residential District to General Commercial District and Heavy Industrial District with a Planned Unit Development. These changes will allow the expansion of an existing auto salvage industrial use adjacent to the site. No development is currently proposed for the acreage to be designated as General Commercial District. The site is located on the south side of County Road 486, approximately 1.3 miles west of the intersection with County Road 491. The dominant land covers on the site include improved pasture (61 acres) and low density residential (9.7 acres) with an existing Citrus County drainage retention area.

Potentially Affected Resources

The amendment package did not include wildlife survey information or an environmental assessment. FWC staff conducted a geographic information system analysis of the project area and found that the site is located near, within, or adjacent to:

- U.S. Fish and Wildlife Service (USFWS) Consultation Area for the following:
  - Red-cockaded woodpecker (*Picoides borealis*, Federally Endangered), and
  - Florida scrub-jay (*Aphelocoma coerulescens*, Federally Threatened [FT])

- Potential habitat for federally and state-listed species:
  - Eastern indigo snake (*Drymarchon corais couperi*, FT),

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- Gopher tortoise (*Gopherus polyphemus*, State Threatened [ST]),
- Florida pine snake (*Pituophis melanoleucus mugitus*, ST),
- Short-tailed snake (*Lampropeltis extenuate*, ST), and
- Southeastern American kestrel (*Falco sparverius paulus*, ST)
- Least tern (*Sternula antillarum*, ST)

- Potential habitat for the Florida black bear (*Ursus americanus floridanus* – Big Bend Bear Management Unit)

Comments and Recommendations

Wildlife Surveys

To better identify potential project impacts to listed species of fish and wildlife, FWC staff recommends that species-specific surveys be conducted prior to any clearing or construction. Species-specific surveys are time sensitive and are best conducted by wildlife biologists with recent documented experience for that species. Species-specific survey protocols approved by the USFWS and the FWC are provided in the Florida Wildlife Conservation Guide at https://myfwc.com/conservation/value/fwcg/ or in the FWC Species Conservation Measures and Permitting Guidelines available at https://myfwc.com/wildlifehabitats/wildlife/species-guidelines/.

Gopher Tortoise

As stated in the amendment documentation, the project area may have potential habitat for the gopher tortoise. The applicant should refer to the FWC's Gopher Tortoise Permitting Guidelines (Revised July 2020) (http://www.myfwc.com/license/wildlife/gopher-tortoise-permits/) for survey methodology and permitting guidance prior to any development activity. Specifically, the permitting guidelines include methods for avoiding impacts as well as options and state requirements for minimizing, mitigating, and permitting potential impacts of the proposed activities. If you have any questions regarding gopher tortoise permitting, please contact Eric Seckinger by phone at 850-922-4330 or at Eric.Seckinger@MyFWC.com.

Florida Pine Snakes

Suitable habitat for Florida pine snakes may also occur onsite. Florida pine snakes are naturally secretive in nature and can spend up to 80 percent of their time in underground refuges like stump holes, gopher tortoise burrows, and the burrows of nine-banded armadillos and mice. This species is often associated with southeastern pocket gophers (*Geomys pinetis*); however, they can persist and thrive in areas without this species. Florida pine snakes are active from March through October but show the greatest activity in May, June, July, and October when they move more frequently and travel farther distances. Additional information can be found in the *Florida Pine Snake Species Conservation Measures and Permitting Guidelines* (https://myfwc.com/media/25003/floridapinesnakegl.pdf). If a Florida pine snake is observed during construction, FWC staff recommends that work activities cease, and the snake be allowed to leave on its own accord. It would also contribute to FWC's research efforts if sightings could be reported to the staff member at the close of this letter, preferably with a photograph and GPS coordinates.

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Short-Tailed Snakes

The project site is located within the potential range of the short-tailed snake and suitable habitat may occur onsite. Short-tailed snakes are naturally secretive, spending most of their time burrowed in sand and may also use fallen logs and gopher tortoise burrows as refuges. Short-tailed snakes are most active from March through April and October through November. They are sensitive to habitat degradation due to fragmentation and loss, but can sometimes persist in subdivisions if some natural ground cover is retained and properly managed. Additional information can be found in the *Short-Tailed Snake Species Conservation Measures and Permitting Guidelines* (https://myfwc.com/media/22867/shorttailedsnakeguidelines-2019.pdf). If a short-tailed snake is observed during your project, FWC staff recommend that work activities cease and the snake be allowed to leave on its own accord. It would also contribute to FWC's research efforts if sightings could be reported to the staff member at the close of this letter, preferably with a photograph and GPS coordinates.

Southeastern American Kestrels

Suitable habitat for southeastern American kestrels may be found within the proposed site. FWC staff recommends that kestrel surveys be conducted from April to August within kestrel suitable foraging habitat according to the methodology outlined in FWC's *Species Conservation Measures and Permitting Guidelines for Southeastern American Kestrel*: https://myfwc.com/wildlifehabitats/wildlife/species-guidelines/. Surveys from May to July are ideal to avoid confusion with the migratory subspecies of American kestrel (*Falco sparverius sparverius*). Surveys may be completed outside of the April to August survey season when necessary, with any kestrels observed assumed to be southeastern American kestrels. Surveys are valid until the beginning of the following breeding season (March). If surveys encounter active nest cavities, FWC staff recommends avoiding project activities within 150 meters (490 feet) of the nest during the breeding season (March through July) to avoid disturbance. If nesting is discovered after construction has begun, or if maintaining the recommended buffer is not possible, the applicant may contact FWC staff identified below to discuss potential permitting needs. In areas of suitable kestrel habitat, the *Species Conservation Measures and Permitting Guidelines* also recommend retaining snags whenever possible.

Least Tern

While the existing conditions onsite likely do not support least tern nesting activity, clearing associated with construction may create conditions conducive for beach-nesting bird nesting. Cleared sites such as areas that have undergone surface scraping may attract ground nesting species such as least terns or other imperiled beach-nesting birds (IBNB) during nesting season. IBNB nests have been documented on a variety of disturbed sites, including construction sites. Least terns deposit their eggs in shallow depressions or scrapes in the substrate, possibly lined with pebbles, grasses, or coquina shells. Egg-laying usually begins in late April or early May and colonies may range in size from a few breeding pairs to many hundreds. FWC staff recommends the following measures to reduce nesting potential during construction:

- Conduct construction activities outside of the breeding season (generally April through August) if feasible, or,
- If the site is cleared during the breeding season, clear the site only when ready to build, and
- Avoid leaving cleared areas with little to no activity for an extended amount of time.

If nesting is observed, FWC staff are available to discuss necessary nest buffers and potential permitting alternatives. For additional information, please refer to FWC's Breeding Bird Protocol

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for Florida's Seabirds and Shorebirds located at the following web address: https://public.myfwc.com/crossdoi/shorebirds/PDF-files/BreedingBirdProtocol.pdf.

Florida Black Bear

The FWC has received 53 reports of human-bear conflicts within a 5-mile radius of the project site since 2000. Florida black bears are common in this area which is within the Big Bend Bear Management Unit identified in the 2019 Bear Management Plan. While black bears tend to shy away from people, they are adaptable and will take advantage of human-provided food sources. This includes sources that are currently available near this site, sources that may be available during construction, and sources available after construction including unsecured garbage, pet food, and bird seed. Once bears become accustomed to finding food around people, their natural wariness is reduced to the point that there can be an increased risk to public safety or private property.

During construction, construction sites should be kept clean, with refuse that might attract bears kept separate from construction debris and stored securely in bear-resistant containers or removed daily from the construction site before dark. Refuse that might attract bears includes all food and drink-related materials, as well as any items with strong scents like cleaning agents. Once the development is completed, residents should be provided with bear-resistant garbage cans as part of their regular waste service and any larger waste storage containers should also be bear-resistant. Additional information about Florida black bears can be found on FWC's website at http://www.myfwc.com/wildlifehabitats/managed/bear.

Federal Species

This site may also contain habitat suitable for the federally listed species identified above. FWC staff recommends coordination with U.S. Fish and Wildlife Service North Florida Ecological Services Office (ESO) as necessary for information regarding potential impacts to these species. The USFWS North Florida ESO can be contacted at (904) 731-3336.

FWC staff appreciates the opportunity to provide input on this project and looks forward to working with the applicant throughout the permitting process. For specific technical questions regarding the content of this letter, please contact Cori Calyniuk at (850) 556-5948 or by email at Cori.Calyniuk@MyFWC.com. All other inquiries may be sent to ConservationPlanningServices@MyFWC.com.

Sincerely,

Jason Hight, Director
Office of Conservation Planning Services

jh/cc
Citrus County 21-06ESR_45981_12022021

cc: Ray Eubanks, Department of Economic Opportunity, DCPexternalagencycomments@deo.myflorida.com
Clark A. Stillwell, Law Office of Clark A. Stillwell, caslaw@tampabay.rr.com

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Denise L. Gallagher

From: Joseph C. Hochadel
Sent: Friday, December 3, 2021 2:13 PM
To: Susan K. Wright; Vicki R. Austin
Subject: FW: [EXTERNAL]Citrus County 21-06ESR Proposed

Comments from DEP.

From: Plan_Review <Plan.Review@dep.state.fl.us>
Sent: Friday, December 3, 2021 2:02 PM
To: Joseph C. Hochadel <joe.hochadel@citrusbocc.com>; dcpexternalagencycomments@deo.myflorida.com
Cc: plan.review@dep.state.fl.us
Subject: [EXTERNAL]Citrus County 21-06ESR Proposed

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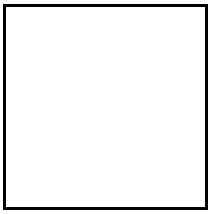
To: Joe Hochadel, Principal Planner

Re: Citrus County 21-06ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.



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